





## बिड दस्तावेज़ / Bid Document

बिड वि	वरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-08-2025 18:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-08-2025 18:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel	
विभाग का नाम/Department Name	Steel Authority Of India Limited	
संगठन का नाम/Organisation Name	Rourkela Steel Plant	
कार्यालय का नाम/Office Name	Materials Management Purchase	
कुल मात्रा/Total Quantity	375	
वस्तु श्रेणी /Item Category	CABLE, FLEX, CU, EPR/CSP, 7CX50MM2, 1100V	
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CABLE,FLEX,CU,EPR/CSP,7CX50MM2,1100V	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Flex Printing Machine, Flex Posters (Preschool Kit), Flexi Ter XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Field Telephone Cable (Telecommunication Cable), VGA Cable, Laminar air flow cabinets or stations, Antenna Cable, Control Cable, HDMI Cable	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul> <li>PVC Copper Cable Single and Multi Core Circular Sheathed Cable with Flexible Conductor as per IS 694</li> <li>PVC Flat Cable, Aluminium Conductor with PVC Insulation and Sheath as per IS 694</li> </ul>	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	

बिड वि	वरण/Bid Details
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रेवर्स नीलामी योग्यता नियम/RA Qualification Rule H1-Highest Priced Bid Elimination	
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer Yes	
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

## ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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# ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

## CABLE, FLEX, CU, EPR/CSP, 7CX50MM2, 1100V (375 meter)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

## तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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## इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

## परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ajay Prasad	769011,MODERNISATION STORES, SAIL ROURKELA STEEL PLANT	375	150

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

## 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 3. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 4. Generic

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 5. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

## 6. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1. TENDER TERMS

- 1: TENDERERS TO FURNISH DETAILED TECHNICAL DATA,

  CROSS SECTIONAL SKETCH, CABLE WEIGHT/MTR. FOR APPROVAL FROM INDENTOR.
- 2: MANUFACTURERS GUARANTEE CERTIFICATE, TEST CERTIFICATE TO BE FURNISHED DURING DELIVERY.
- 3. MAKE/MODEL MENTIONED IN UCS IS INDICATIVE .
- 3: MANUFACTURER MONOGRAM TO BE PRINTED ON THE LENGTH OF CABLES.

### 2. ELIGIBILITY CRITERIA

The Bidder should fulfill all the conditions stipulated below to be eligible to participate and for cons ideration of Techno-commercial evaluation:
I.BIS LICENSE:
a) Bidder must be a manufacturer of composite cables. Bidders to submit self attested copy of the valid BIS license of the relevant IS applicable for the quoted category.
b) BIS license shall be valid as on the date of NIT.
2. TYPE TEST REPORTS:
(a) Self attested Copy of "Type Test Reports" as per relevant IS standards from NABL or BIS accred ited lab within previous 10 years from the date of NIT to be submitted.
3. PREVIOUSEXPERIENCE:
The Bidder must have previous experience of supply of composite cable of size not less than 50 m m2 cable as per applicable IS standards. The Bidder must have supplied minimum 30% of the total tendered quantity covering this PR/ indent as per applicable IS standard, to any integrated steel pl ant/PSU/Govt. organization or Public Itd company within anyone of the last five (5) financial years before the bid opening date. The Bidder shall submit self attested copies of purchase orders with c orresponding proof of supply from end customer in support of their claim
3. INSPECTION TERMS
INSPECTION TO BE DONE AS PER ITEM SPECIFICATION AND APPROVED DS.
4. GUARANTEE TERMS
PARTY TO STAND GUARANTEE FOR 12 MONTHS FROM THE DATE OF INSTALLATION OF CABLE OR 1 8 MONTHES FROM THE DATE OF DELIVEY.

**5. PACKING CLAUSE** 

CABLE TO BE SUITABLY PACKED TO AVOID ANY DAMAGE DURING TRANSPORTATION, MULTIPLE H ANDLING AND FROM MOISTURE.

PO NUMBER/MAKE OF CABLE AND CABLE LENGTH TO BE MENTIONED ON DRUM

#### **6. DELIVERY TERMS**

MATERIAL TO BE DELIVERED WITHIN 5 MONTHS FROM THE DATE OF PLACEMENT OF PURCHASE O RDER.

#### 7. COMMERCIAL TERMS AND CONDITIONS:

- 1) THE ATC HAS TO BE DULY SIGNED WITH DATE BY THE VENDOR, OTHERWISE THE BID IS LI ABLE TO BE COMMERCIALLY REJECTED.
- 2) COMMERCIAL DATA SHEET, BID SECURING DECLARATION (IN LIEU OF EMD), NON COLL USIVE TENDERING CERTIFICATE, & SELF DECLARATION CERTIFICATE ARE TO BE DULY SIGN ED BY THE COMPETENT AND AUTHORISED PERSON OF THE FIRM /SELLER AND SUBMITTED.
- 3) THE FIRMS PARTICIPATING AGAINST THIS BID SHALL BE DEEMED TO ACCEPTING BID SECURITY DECLARATION.
- 4) THE FIRMS PARTICIPATING AGAINST THIS BID SHALL BE DEEMED ACCEPTING ALL TERMS & CONDITIONS OF THE BID.
- 5) BIDDER'S OFFER IS LIABLE TO BE REJECTED IF THEY DON'T UPLOAD ANY OF THE CERTIFIC ATES / DOCUMENTS, COMMERCIAL DATA SHEET, BID SECURING DOCUMENTS, ANNEX-S, SO UGHT IN THE BID DOCUMENT, ATC AND CORRIGENDUM IF ANY.
- 6) BIDDER SHOULD STICK TO THE DELIVERY SCHEDULE GIVEN IN THE BID, OR ELSE THE OFFER MAY BE REJECTED.
- 7) THE TAX INVOICE (S) SHOULD MANDATORILY CONTAIN THE GSTIN OF THE CONSIGNEE AN D RSP BACK UP PO NUMBER FOR REFERENCE.
- 8) SUPPLIER SHALL ENSURE THAT THE INVOICE IS RAISED IN THE NAME OF CONSIGNEE WITH GSTIN OF CONSIGNEE ONLY. (RSP GSTIN NO:21AAACS7062F2ZP).
- 9) ANY TECHNICAL QUERIES/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPR ESENTATION FUNCTIONALITY AVAILABLE AGAINST THE RESPECTIVE BID.
- 10) NO TECHNICAL DEVIATION IS ACCEPTABLE. THE FIRMS SHOULD SUBMIT PROPER DATA SH EET OF THE ITEM OFFERED AGAINST THIS BID.
- 11) BIDDERS ARE NOT REQUIRED TO UPLOAD SIGNED COPY OF THE BID AGAIN.
- 12) ONLY RELEVANT DOCUMENT(S) ARE TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY. SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT SHALL N OT BE TAKEN COGNIZANCE OF.
- 13) THE LOCAL CONTENT CONFIRMATION SHOULD BE FROM OEM.
- 14) THE PRICES QUOTED SHOULD BE FOR ROURKELA STEEL PLANT STORES/USER SITE BASIS UNLESS SPECIFIED DIFFERENTLY IN THE BID.
- 15) RISK PURCHASE CLAUSE IS APPLICABLE. RISK PURCHASE NOTICE (RPN) CLAUSE: SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECTS OR FAILS TO PERFORM THE CONTRACT BY THE TIME OR TIMES AGREED UPON, FOR ANY REAS ON OTHER THAN FORCE MAJEURE, THE PURCHASER AFTER HAVING COME TO KNOW OF SU CH NEGLIGENCE OR NON-PERFORMANCE, AFTER GIVING 14 TO 30 DAYS' NOTICE TO THE S ELLER TO RECTIFY OR SUCH ANY EXTENDED PERIOD THAT THE SELLER AND PURCHASER M AY ACTION FOR SUPPLY OF SIMILAR MATERIALS, MITIGATING ANY LOSSES, AT THE RISK AN D COST OF THE SUPPLIER AS FAR AS THE UNDELIVERED QUANTITY IN THAT DELIVERY PERI OD IS CONCERNED. THE RIGHT OF THE PURCHASER FOR RISK PURCHASE ACTION IS IN AD

DITION TO THE RIGHT OF PURCHASER TO TERMINATE THE CONTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO RSP SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. RSP RESERVES THE RIGHT TO R ECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN OTHER SAIL U NITS. MOREOVER THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY. THE DEFAULTING PARTY WILL BE DEBARRED FROM PARTI CIPATING IN TENDER AFTER RPN IS ISSUED. FOR FURTHER CLARIFICATION VENDOR SHOUL D CONTACT THE CONCERNED PURCHASE OFFICER.

- 16) RSP SHALL PLACE BACK-UP ORDER AGAINST GEM CONTRACTS ON SUCCESSFUL BIDDER(S
  ). THE CONCERNED BIDDER HAS TO MENTION THE BACK-UP ORDER NUMBER IN THE INVOI
  CES FOR PROPER ACCOUNTING OF MATERIAL UPON RECEIPT IN RSP.
- 17) HARD COPY OF THE INVOICE SIGNED AND WITH SEAL (OR DIGITALLY SIGNED INVOICE), H AS TO BE SENT TO DGM (F&A), STORE BILLS, ADMINISTRATION BUILDING, ROURKELA STEE L PLANT, ROURKELA, ODISHA 769011.THIS WILL HELP US IN ENSURING TIMELY PAYMENTS.
- 18) SAIL-RSP IS ENTITLED TO CLAIM CREDIT OF INPUT TAX PAID ON THE SUPPLY OF THE BID IT EM (AS APPLICABLE).
- 19) IN CASE ANY OF THE ABOVE GTC, STC & ATC TERMS ARE NOT ACCEPTABLE TO THE BIDDE R, THE BIDDER MAY KINDLY REFRAIN FROM PARTICIPATING IN THE BID.
- 20) ANY ATTACHMENT IN THE BIDS, WHICH ARE AT VARIANCE FROM THE ABOVE TERMS & OT HER TERMS & CONDITIONS OF THIS BID, SHALL BE IGNORED AND THE FIRM SHALL BE EVA LUATED ON BASED THE TERMS OF THIS BID ONLY.
- 21) PAYMENT TERM: 100% PAYMENT WITHIN 10 DAYS FROM GARN. NO ADVANCE PAYMENT WILL BE MADE.
- 22) LD CLAUSE: GEM CASE- 0.5% OF THE CONTRACT VALUE OF DEFAULTED QTY PER WEEK O R PART THEREOF, MAX 10%.
- 23) BIDDERS MUST NOTE THAT IN CASE OF SUBMISSION OF OFFER, IT WILL BE ASSUMED THA T YOU HAVE ACCEPTED AND WILL ABIDE BY THE FOLLOWING CLAUSE: "THIS IS TO UNDERT AKE THAT WHILE PARTICIPATING IN THIS TENDER OR THE EXECUTION OF THE CONTRACT T HEREAFTER, WE SHALL NOT GIVE OR TAKE, ANY FINANCIAL OR NON-FINANCIAL BRIBE, TO AND FROM ANYONE AND IF WE NOTICE ANY SUCH HAPPENING, WE SHALL REPORT IT TO SA IL VIGILANCE"
- 24) ALL CONTRACTS ARE BOUND BY SAIL P1.
- 25) IN CASE ANY SPECIFIC ADVERSE REPORT IS RECEIVED AGAINST A TENDERER, AS AN INFO RMATION OR UPON ENQUIRY MADE BY SAIL, IN RESPECT OF CAPABILITIES AND PERFORMA NCE OF THE TENDERER, AFTER RECEIPT OF TENDER, THE QUOTATION/ TENDER SUBMITTE D BY SUCH TENDERER IS LIABLE TO BE REJECTED.
- 26) TENDER WILL BE REJECTED, IF ANY FALSE/WRONG INFORMATION IS GIVEN IN THE OFFER.
- 27)—FOR STE(P) CASE THE OEM/DEALERS WITH BID SPECIFIC AUTHORISATION SHALL BE ELIGIBLE TO PARTICIPATE.
- 28)—FOR STE CASE, VENDOR HAS TO SUBMIT DECLARATION THAT THE QUOTED ITEMS HAVE NOT BEEN SUPPLIED TO ANY PSU/ GOVT ORGANISATION AT LOWER PRICE.
- 29) AFTER RECEIPT AND ACCEPTANCE OF MATERIALS, HARD COPY OF THE INVOICE SIGNED A ND WITH SEAL ( OR DIGITALLY SIGNED INVOICE), HAS TO BE SENT TO THE FOLLOWING AD DRESS FOR ENSURING TIMELY PAYMENTS.:- GENERAL MANAGER, F&A STORE BILLS, ADMI NISTRATIVE BUILDING, ROURKELA STEEL PLANT, ROURKELA, ODISHA 769011.

#### VERIFICATION OF CREDENTIALS SUBMITTED BY BIDDERS

I) SAIL RESERVES THE RIGHT TO VERIFY ANY SUPPORTING DOCUMENT(S) SUBMITTED BY A PAR TICIPATING TENDERER/BIDDER FROM ITS SOURCE (DOCUMENT ISSUING AUTHORITY).

II) IN THE INTEREST OF EXPEDITIOUS COMPLETION OF VERIFICATION, A PARTICIPATING TENDE RER / BIDDER SHALL PROVIDE A LIST OF EACH SUPPORTING DOCUMENT ON ITS LETTER-HEAD AS PER "ANNEXURE-S", ALONG WITH THE CONTACT DETAILS (POSTAL ADDRESS, EMAIL ADDRE SS, LANDLINE / MOBILE NUMBER) OF THE ISSUING AUTHORITY OF EACH SUPPORTING DOCUME NT FOR VERIFICATION.

III) NON-VERIFICATION OF ANY SUPPORTING DOCUMENT OR INFORMATION, AT THE SOLE DISC RETION OF SAIL, DOES NOT ABSOLVE THE TENDERER / BIDDER OF ITS ABSOLUTE RESPONSIBIL ITY TO PROVIDE ONLY GENUINE DOCUMENT(S) IN SUPPORT OF ELIGIBILITY CONDITIONS.

IV) IN CASE A SUPPORTING DOCUMENT OR INFORMATION IS FOUND TO BE FAKE/FORGED/TAMP ERED/ NON-GENUINE AT ANY STAGE DURING TENDERING PROCESS & EVEN AFTER PLACEMENT OF PURCHASE ORDER / WORK ORDER, THE TENDERER/BIDDER IS LIABLE FOR PUNITIVE ACTIO NS AS PER EXTANT GUIDELINES OF SAIL.

'BIDDERS MUST NOTE THAT IN CASE OF SUBMISSION OF OFFER, IT WILL BE ASSUMED THAT YOU H AVE ACCEPTED AND WILL ABIDE BY THE FOLLOWING CLAUSE:-

"THIS IS TO UNDERTAKE THAT WHILE PARTICIPATING IN THIS TENDER OR THE EXECUTION OF THE CONTRACT THEREAFTER, WE SHALL NOT GIVE OR TAKE, ANY FINANCIAL OR NON-FINANCIAL BRIBE, TO AND FROM ANYONE AND IF WE NOTICE ANY SUCH HAPPENING, WE SHALL REPORT IT TO SAIL VIGILANCE."

## 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिंड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of Gem GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---