बिड संख्या/Bid Number: GEM/2026/B/8049471
दिनांक /Dated: 18-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-10-2026 16:00:00
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	Bhilai Steel Plant
कार्यालय का नाम/Office Name	Materials Management
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mkkulkarni@sail.in Buyer Email id: sanjaysingh@sail.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	UPPER AND LOWER DISCHARGE CHUTE ASSEMBLY
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	UPPER AND LOWER DISCHARGE CHUTE ASSEMBLY
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Shaft and Shaft Assembly as per Drawing (RCF)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Shaft and Shaft Assembly as per Drawing (RCF)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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 विवरण/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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No

एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	ED(MM)
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	ED(MM)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	SAIL/BSP
सीए अनुमोदन संख्या/CA Approval Number	1060028600/4
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	17-09-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	non applicability of MII and MSE by virtue of not restricting GTE permits procurement of on nomination basis from OEM/OES or OPM as no competitive tenders are invited in such cases

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	ED(MM)
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	ED(MM)
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	SAIL/BSP
सीए अनुमोदन संख्या/CA Approval Number	1060028600/3
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	17-09-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	non applicability of MII and MSE by virtue of not restricting GTE permits procurement of on nomination basis from OEM/OES or OPM as no competitive tenders are invited in such cases

Competent Authority Approval for not opting Make In India Preference : View Document

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. 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

UPPER AND LOWER DISCHARGE CHUTE ASSEMBLY (1 set)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ravi Kumar	490001,Room No. 302, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001	1	150

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Procurement of Upper and Lower Discharge Chute Assembly SM/C-II

ITEM NO: 10

MATERIALCODE: 20212801000865

SHORT DESCRIPTION: UPPER AND LOWER DISCHARGE CHUTE ASSEMB LY

QUANTITY: 1.00 SET

LONG DESCRIPTION:

UPPER AND LOWER DISCHARGE CHUTE ASSEMBLY

ONE SET CONSISTS OF:

(A) ONE (1) OF SECTION I, MANUFACTURED AS PER 1219-I1-01861-018 75,

(B) ONE (1) OF SECTION II, MANUFACTURED AS PER 1219-I1-01880-018 85,

(C) ONE (1) OF SECTION III, MANUFACTURED AS PER 1219-I1-01886-01 891,

(D) ONE (1) OF SECTION IV, MANUFACTURED AS PER 1219-I1-01892-01 894,

(E) ONE (1) OF DE-DUSTING, MANUFACTURED AS PER 1219-I1-01895-01 896,

(F) ALL NECESSARY STRUCTURAL SUPPORTS, LINERS, AND FASTENING HARDWARE.

MANUFACTURER: SMS AGGLOMERATION INDIA PVT. LTD.

DRAWING REFERENCE NO : BSP-BHILAI 1219-I1-01860

INSPECTION QAP /ACCEPTANCE CRITERIA:

1. VISUAL INSPECTION

2. IDENTIFICATION OF ITEM BY MAKE / MODEL / PART NO. / CAT NO. / B RAND / TRADE NAME / ARTICLE NO. / ITEM CODE / NOMENCLATURE / AN Y OTHER IDENTIFICATION MARK ON ITEM AS PER PO ON ITEM/ITEM PAC KING.

3. GC/WC OF OEM / VENDOR AS PER PO GUARANTEE CLAUSE.

4. VENDOR'S CERTIFICATE STATING THAT THE ITEM HAS BEEN MANUFACTURED EXACTLY AS PER THE RELEVANT DRAWING /TECHNICAL CONDITION OF THE TENDER.

5. ANY OTHER AS PER PO NOTE.

NOTE:

1. THE PACKING LIST SHALL CONTAIN DETAILED DESCRIPTION OF THE ITEMS CONSTITUTING THE ASSEMBLY, WITH INDIVIDUAL ITEMS SERIAL NUMBER PROPERLY MARKED.

2. THE PARTY SHALL PROVIDE TECHNICAL SUPERVISION DURING THE INSTALLATION OF THE SUBJECT ASSEMBLY.

3. PARTY TO SUBMIT INTERCHANGEABILITY CERTIFICATE

4. THE ITEM SHOULD BE SUPPLIED EXACTLY SIMILAR AND SUITABLE TO THE EXISTING UPPER AND LOWER DISCHARGE CHUTE ASSEMBLY INSTALLED AT SP-3

DELIVERY PERIOD: MATERIAL TO BE SUPPLIED WITHIN 5 MONTHS FROM THE PLACEMENT OF ORDER.

PRICE BASIS: VENDOR TO QUOTE PRICE ALL INCLUSIVE OF FREIGHT, INSURANCE, ALL TAXES INCLUDING GST.

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Bidder Eligibility: -

Participation eligibility is limited only to following two vendors:

1. **M/S. SMS AGGLOMERATION INDIA PVT. LTD, KOLKATA ----- (OEM)**
2. **M/S. LARSEN & TOUBRO LIMITED, KOLKATA -----(OES)**

NOTE:

“The bids submitted by the above two vendors shall only be considered for evaluation; bids from any other Seller shall be trea

ted as unsolicited in the instant procurement case. However, If the offer is submitted by other than manufacturer/OES, it shoul d be accompanied by Bid Specific valid Authorization from OEM/ OES and the offer shall be deemed to have back-up guarantee o f OEM/OES that they shall stand guarantee for quality, workma nship and successful supply / execution of the ordered item.

Part II: Standard Commercial Terms & Conditio ns

1. Bidder has to submit duly filled in, sealed and signed copy of following formats along with other documents/ formats required to be submitted in GeM Bid:
   - Annexure GST indicating item wise applicable GST rate with HSN code
   - Annexure I- Single Composite Undertaking
   - Annexure II: Acceptance of all terms and conditions on GeM Bid
   - Annexure III: Relevant MII Declaration
   - Format for acceptance of all Terms and conditions of this GeM Bid
2. Delivery Price Basis: As per extant GeM GTC
3. Prices shall remain firm till the completion of order where PVC clause is not applicable.
4. Exception to the tender document: BHILAI STEEL PLANT, in its sole discretion, u nconditionally reserves to itself the right:
   i. To accept or reject the lowest offer or any other tender or all the tenders.
   ii. To accept any tender in full or in part
   iii. To apportion the total quantity amongst different tenderers
   iv. To order for the quantities in any combination of items mentioned in the RFQ.
   v. To increase or decrease quantities for ordering.
5. **Rejection of bid/ tender:** In case any specific adverse report is received again st a tenderer, as an information or upon enquiry made by SAIL, in respect of cap abilities and performance of the tenderer, after receipt of tender (even after ope ning of price bid), the quotation / tender submitted by such tenderer is liable to b e rejected.
6. Banned/Suspended firms/suppliers etc., are not eligible for submission of quotati ons against the tender, during the period for which they have been suspended/ba nned for business dealings with SAIL-BHILAI STEEL PLANT and if submitted, those offers/quotations will be treated as unsolicited & will not be considered.
7. **Guarantee/Warranty :**

   i. The successful Tenderer/Supplier, in the event of supply against the te nder/Acceptance of Tender , despite the fact of material having been insp ected and accepted prior to dispatch, automatically shall stand/extend G uarantee/Warranty as under:

   (a) In case of Raw Materials/Process Consumables: the material supplied i s as per Purchase Order specification and in the event of the Buyer findin g after inspection of materials that the supplies are not as per the Purcha se Order specification, the supplier shall be liable to replace the entire lot /nos free of cost on FOR Bhilai basis, to the satisfaction of the buyer. The l ifting of rejected consignment shall be the responsibility of the supplier at its own cost including liabilities towards duties & taxes.

   (b) In case of Spares/Equipment/Assemblies/Sub-Assemblies, etc. : The m aterials supplied are as per Purchase Order specification and the Supplier shall Guarantee/Warranty for a period of 18 months from the date of supp ly or 12 months from the date of commissioning whichever is earlier and i n the event of Buyer finding, within the guarantee period, that the item a

ccepted & supplied, is not performing as per the requirement in the Purch ase Order, the Supplier shall be liable to replace the item free of cost on FOR Bhilai basis, to the satisfaction of the Buyer.

(c) Acceptance of Purchase Order as above will not require any separate Guarantee/Warranty for the purpose of payment/ and acceptanc e.

(d) All supplies will be considered to have been covered by above guar antee/warranty by the suppliers unless specific conditions in this regard a re indicated in the quotation/Purchase Order (Acceptance of Tender).

ii. If the offer is submitted by other than manufacturer/OES, it should be accompanied by authorization from manufacturer/OES and the offer shall be deemed to have back-up guarantee of manufacturer/OES that they sh all stand guarantee for quality, workmanship and successful supply / exec ution of the ordered item.

8. Online Bill Submission Module and Advanced Shippin g Notification:

Bhilai Steel Plant has implemented online bill submission module. Vendors are re quired to submit following documents online by logging into to our e-Procuremen t portal https://eproc.sail-bhilaisteel.com :

- Dispatch Documents including inspection related documents,
- Invoice & other documents required for bill payment,
- Fitment certificate: in case of proprietary spares / components and
- Any other documents as per PO terms.
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9. **GST compliance by Vendors:**

Payment shall be released to the Supplier / Vendor / Contractors only after verific ation of GST Return in the form GSTR-2A/Any other document/Form specified un der extant GST Law. The Supplier / Vendor / Contractors must submit their GST R eturn in the GST Portal, before processing of their bills and payment by Bhilai St eel Plant. Accordingly, all the Suppliers / Vendors / Contractors are hereby inform ed for compliance of submission of GST Returns in respect of various kinds of su pplies of goods and / or services covered under a Tax Invoice. Supplier must furni sh / upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.

In case the Input Tax Credit of GST is denied or demand is recovered from SAIL o n account of any non-compliance by the vendor/Supplier/Contractor, including n on-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SAIL in respect of all claims of tax, penalty and/or interest, loss, dama ges, costs, expenses and liability that may arise due to such non-compliance. Ve ndor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.

10. **Inspection:** Inspection, if required may be carried out by the Purchaser or his authorized agen t at destination, or at the Supplier's premises or at any other place as the Purchaser may deem fit as stipulated in the Contract during different stages of manufacturing including final Pre-disp atch inspection and accordingly Inspection Certificates shall be issued.

Unless otherwise specified, third party inspection shall be carried out by LLOYDS / BVQI /A H KNIGHT/NKKK /TUV/NORD/RITES only and third party inspection charg es shall be borne by the suppliers.

Notification by Supplier -In case of inspection at the Supplier's premises, notice i n writing shall be sent by the Supplier, sufficiently in advance, to the Purchaser when the stores to be supplied are ready for inspection. In case of third party ins pection, notice shall be given directly to the third party inspection agency under intimation to purchaser; all charges for third party inspection shall be borne by t he Supplier unless specified otherwise.

11. **QCR (Quality Complaint Redressal):** In case any defect is noticed at the time of 'receipt' or before / during 'use', within the Guarantee Period, vendor

will be contractually bound to replace/ rectify the same within agreed time frame . In case of failure from doing so, cost recovery from vendor or their sister units s hall be made from their bills with BSP or other SAIL units as per existing provisio ns.
The extant Safeguard provision of SAIL-Bhilai Steel Plant shall be applicable wit hout prejudice to any other policy and procedure in vogue and shall be applica ble in addition to any other policy and procedure.

12. Supplies Beyond Delivery Schedule:

In case of acceptance of tender subsequent to this enquiry, the supplier shall adh ere to stipulated delivery schedule indicated in the Purchase Order, failing which ; BHILAI STEEL PLANT will have following options:

i. To recover from the supplier as agreed, and not by way of penalty, Liqu idated Damages as per Extant GeM GTC.

ii. To procure the materials from alternate sources at the Risk and Cost of the supplier.

iii. To terminate the contract without any financial repercussions on either side.

iv. To divert the ordered item / items to any other successful supplier in th e same tender.

In the event of non-supply of materials as per ordered schedule and/or p oor supply performance by any Seller, Buyer reserves the right to reallocate/divert the ordered full/part quantity from the Seller who has failed to supply, to the other better performing Seller(s) against the purch ase order contract of the same procurement. In such case the Performanc e Security BG shall be invoked i.e. BG shall be forfeited in proportionate a mount of the diverted quantity provided the diverted quantity is 10% or b eyond.

Delivery Period Extension: After expiry of Delivery Period (DP), vendor must o btain extension of delivery period from Purchaser before dispatch of material.

If the delay in completion of supplies is attributable to Purchaser or Force Majeure co nditions then Liquidated Damages will not be levied.

In case it is found that a subsequent PO/ price discovery has been done at a lower price, the vendor has to match the lower rate of the material for the requir ed extension of delivery period along with other terms & conditions.

13. Supplier’s responsibility:

The Supplier should undertake to be responsible for the delivery of the goods in s atisfactory condition and without any loss or damage at the final destination and until the same is actually receipted by the Purchaser at its works or other place o f final destination. For this purpose goods carried by the railway or other carrier shall be deemed to be carried at the risk of the Supplier). If on inspection at final destination the Purchaser discovers any discrepancy, the Purchaser will be entitl ed (not-withstanding that the property of goods shall have passed on to the Com pany) to refuse acceptance of the goods altogether and claim damages and/or c ancel the Contract and buy its requirement in the open market at the risk and co st of the Supplier, reserving always to itself, the right of forfeiture of any amount found due and payable or the deposit, if any, placed by the Supplier for the due f ulfillment of the Contract as also to recover any amount, if already paid.

14. Weighment: For bulk material to be accepted by weight, all the trucks / wagons / trailers / tankers etc. shall be weighed at the destination at the Purchaser’s weighbridge(s).

Supplier’s challan weight for each truck / wagon / trailer / tanker etc. shall be acc epted as final, if the weighment at Purchaser’s premises for that truck / wagon / trailer / tanker etc. is within the tolerance range indicated in the Contract. If the weighment at Purchaser’s weighbridge(s) is found to be more than the challan w eight, the payment shall be restricted to the challan weight.

In case the weighment at Purchaser's weighbridge(s) is found to be less than cha llan weight even after allowing the tolerance range indicated in the Contract, the weighment at Purchaser's premises shall be final for the purpose of payment.

15. **Backing out by bidder / withdrawal of offer:** If the bidder withdraws or modifies their bid during the period of validity or if they are awarded the contract and fail to submit performance security as per the deadline defined in request for bid documents, they will be suspended from being eligible to participate in future tenders as per the prevalent guidelines of SAIL (Applicable for Open and Limited Tenders).

16. Recovery of Sums due:

Whenever under this Contract any sum of money is recoverable from and payabl e by the Supplier, the Purchaser shall be entitled to recover such sum by appropr iating, in part or whole the security deposited by the Supplier, if a security is take n against the Contract. In the event of the security being insufficient or if no secu rity has been taken from the Supplier, then the balance or the sum recoverable, as the case may be, shall be deducted from any sum due or which at any time th ereafter may become due to the Supplier under this or any other Contract with t he Purchaser / Company. Should this sum be not sufficient to cover the full amou nt recoverable, the Supplier shall pay to the Purchaser / Company on demand th e remaining balance due.

17. **Risk Purchase :** Subject to the terms and conditions of this Agreement, if the Supplier neglect s or fails to perform the Agreement by the time or times agreed upon, for any reason other than Force Majeure, the Purchaser after having come to know of such negligence or non-performanc e, after giving 14 to 30 days' notice or any such extended period that the Supplier and Purchas er may mutually agree, to the Supplier to rectify, shall take such action as it considers fit includi ng but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the Supplier as far as the undelivered quantity in that Delivery Pe riod is concerned. The Right of the Purchaser for Risk Purchase Action is in addition to the Righ t of Purchaser to terminate the Contract due to the fault of the Supplier.

The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting Supplier. Moreover, the defaulting Supplier shall have no claim over the quantity, which they failed to supply.

18. **Banning of Business Dealings:** On arising of any situation or occurrence of a ny event as mentioned in the SAIL Guidelines on Banning of Business Dealings th e Tenderer/Bidder or Supplier under the tendering process or Contract with SAIL, as the case may be, shall be liable for action under and in accordance with the af orementioned Guidelines. The "Guidelines on Banning of Business Dealings" as a pplicable on the date of tender opening shall form part of the Tender/Contract. T hese guidelines are available on SAIL tender website.

19. **Conciliation:** In the event of any conflict or dispute arising out of or in connecti on with the Contract, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dis pute by one Party to the other, the same shall then be resolved through the mec hanism of Conciliation through Dispute Resolution Committee which shall compri se representatives/nominee of:

a. Buyer: wherein the nominee of the buyer shall be an officer other than the offi cer who handled the Contract. The said nominee shall be nominated by the Hea d of the concerned

department.

b. Supplier/ Service Provider.

The said Conciliation shall be chaired by the Nominee of the Buyer.

If the Dispute Resolution Committee is not able to resolve the matter within 30(t

hirty) days of its formation, the Conciliation shall be deemed to have failed. It is f urther provided that Arbitration shall only be resorted to after the failure of Conci liation. The venue of the Conciliation shall be the concerned Plant/Unit of the buy er organization.

If the Supplier/Service Provider is MSME registered party, then conciliation shall b e held as per the provisions of the MSME Act if the MSME firm does not choose t o abide by the process given herein above.

20. Arbitration

a) For Domestic Contracts(where Supplier/Service Provider is an Indian Party): In the event of any dispute arising out of or in connection with the Contract in quest ion , which has not been resolved through Conciliation in accordance with the pro cedure laid down in Clause above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows.
i. In cases where the total value of the Contract is less than or up to INR 1, 00, 00 ,000/-(Indian Rupees One Crore only) the same shall be referred to a Sole Arbitra tor to be mutually appointed by both the Parties.

ii, Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupee s One Crore only), the arbitration shall be conducted by a quorum of three arbitr ators. Each party shall nominate an arbitrator and the two party-appointed arbitr ators shall within 30 (thirty) days from their nomination, nominate a third arbitra tor i.e., the Presiding Arbitrator.

iii. In case of failure to nominate the Presiding Arbitrator within a period of 30 (thirty) days fro m the date of nomination of the two arbitrators who has been nominated later in time by the re spective parties, the aggrieved party shall approach the High Court (under whose jurisdiction th e principal place of business of the Buyer department/ organization is located) to appoint the Pr esiding Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amende d up to date).

iv. The arbitration shall be conducted in the English language. Arbitration proce edings can also be conducted online, as per the discretion of the Arbitral Tribunal .

v. The cost of the Arbitration shall be equally borne by both the Parties.

vi. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of arbitration shall be at the place where the concerned Plant/Unit o f the Buyer department / organization is located.

vii. The Contract shall be interpreted and governed in all respects in accordance with the laws o f India. All disputes in connection with or arising out of the Contract, shall be subject to the excl usive jurisdiction of the Court within the local limits of whose jurisdiction concerned Plant/Unit of the Buyer Department/Organization is located.

viii. Where the arbitral award is for the payment of money, no interest shall be payable on wh ole or any part of the money for any period till the date on which the award is

made.

ix. The Courts at the location of concerned plant/unit of the buyer organization s hall have exclusive jurisdiction in relation to any dispute arising out of such Contr acts. If the Supplier/Service Provider is MSME registered party, then Arbitration s hall be held as per the provisions of the MSME Act if the MSME firm does not cho ose to abide by the process given herein above.

Other relevant conditions not mentioned in this ATC and not covered in GeM GTC shall be as per General Terms and Conditions of Contractsfor Purchase (SAIL- P1)

(October 2023 or its subsequent amendment, if any,) which can be viewed / dow nloaded from https://sailtenders.co.in/ à Information à Standard Documentsà Gen eral Terms and Conditions of Contracts for Purchase (SAIL- P1).

Bidders to submit duly filled, sealed & signed copy of 'Annexures wherever applic able, along with the offer in the same formatas indicated below (content of the fo rmats should not be changed by the bidders):

Summary of Terms & Conditions: Unless specified otherwise in Buyer added Bid Specific ATC)

SL. No.	Conditions	Applicability
1	Delivery Terms	FOR BSP Stores
2	Mode of Dispatch	By Road
3	Destination	BSP Stores (unless specified otherwise in ATC)
4	Insurance Term	At Vendor's Cost
5	Freight Term	On Vendor's Account
6	GST on Freight	On Vendor's Account
7	P & F Charges	On Vendor's Account
8	Payment Terms	100% against Goods Receipt and Acceptance
9	Inspection Type	AT BSP STORE(unless specified otherwise in ATC)
10	Inspection Agency	Bhilai Steel Plant
11	LD Clause	APPLICABLE (As per GeM GTC)
12	Guarantee / Warranty Clause	As per ATC
13	Special Delivery/Packing Instructions	As per ATC
14	Legal Interpretation and Arbitration Clause	As per SAIL P1

Annexure-I Format (Single Composite Undert aking)

By participating in this tender the Bidder / Tenderer is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the followin g:

I/We hereby declare that material offered is strictly as per the item description me

ntioned in this GeM Bid attachment of Buyer Technical Custom Specification, and a ll conditions mentioned therein with respect to acceptance tolerance with penalty clause, packing & markings, checking & inspection, delivery basis, weighment, dis patch documents, performance security etc. are completely accepted in totality.

Single Composite Undertaking:

I/We, duly authorized to sign the bid for and on behalf of bidder for the purpose of participation in the instant Tender of SAIL, Bhilai Steel Plant, Bhilai do hereby sole mnly affirm and state, on the behalf of the bidder including its constituents, as und er:

I/We have read the contents of the above mentioned tender carefully and unders tand that my/ our offer will be evaluated based on the documents/ credentials su bmitted along with the offer and same shall be binding upon me/us. I/We underta ke and warrant that in relation to the aforesaid tender, our bid was developed g enuinely, independently and made with the intention to accept the Contract, if a warded.

1. BID SECURING DECLARATION:

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are awarded the contract and I/ We fail to sign the contract, or to sub mit a performance security before the deadline defined in the request for bids do cument, I/We will be liable to be suspended for a period of six months from being eligible to submit bids against all future tenders of SAIL-Bhilai Steel Plant, Bhilai.

2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other bidder or competitor) regarding i)prices; ii) methods, factors or formulas used to calculate prices; iii)an intention or decision to submit a bid; iv)an intention or decision to withdraw a bid; v)the submission of bid that does not conform with the requirements of the tender; vi)the quality, quantity, s pecifications or delivery particulars of the products or services to which this tend er relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. SUB-CONTRACTING, WHEREVER APPLICABLE:

Disclosure In case of Job/ Project Contracts: I/We warrant that we have duly disclo sed and will continue to disclose all intended sub-contracting arrangements relat ing to the Tender that we are required to disclose, including those which are ent ered into after the Contract is awarded.

4. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:

I/We declare that the information and documents submitted along with the tende r documents by me/ us are complete and correct and I/we are fully responsible f or the authenticity and correctness of the submitted information and documents. I/We declare and certify that I/we have not made any misleading or false represe ntation anywhere in the tender submitted including the annexures thereto.

I/We understand that at any time during process of evaluation of tender or at an y time after award of contract, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incor rect, it shall lead to forfeiture of the EMD/SD and Performance Guarantee, if sub mitted, besides any other action provided in the contract including banning unde r the extant Guidelines for Banning of Business Dealings of SAIL and initiating an y legal action as deemed fit. Further, I/we and all my/ our constituents understan d that my/ our offer shall be summarily rejected.

5. REPRESENTATION Of SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON:

I/We hereby declare that I/we are not representing any other firm participatingag ainst this tender. OR

I/We hereby declare that I/we also represent the following firm(s) participating against this tender:-

Sl No.	Name Of The Firm

1.	
2.	

(Strike-off the portion which is not applicable)

6. RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:

a) I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in Plant/Unit_____SAIL, Place_____/any of the Directors of SAIL including its subsidiaries

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Plant/Unit

_____SAIL Place_____/ Directors of SAIL including its subsidiaries:-

Name of Proprietor/ Partner/ Director of our company	Name of SAIL employee/ Director of SAIL	Type of relationship
1.		
2.		

(Strike-off the portion which is not applicable)

b) I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or joins as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.

7. ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:

I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during the tender or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to SAIL Vigilance.

8. MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS, IF APPLICABLE

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.

9. CONFLICT OF INTEREST (IF APPLICABLE):

I/We undertake that we shall not make any improper use of information obtained from the Purchaser with intent to gain unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage) In any Tender Process or execution of the contract. I/We understand that failure to do so shall amount to a violation of the code of integrity.

10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

11. I/We undertake that I/ we have read, understood, and agreed to the terms mentioned in the instant GeM Bid , and that this consent / authorization is given voluntarily and without coercion.

Note:

In the event of non-submission of details/declaration w.r.t. Sl no. 5 (REPRESENTATION OF SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON), it shall be deemed that the bidder is not represe nting any other firm participating against this tender.

In the event of non-submission of details/declaration w.r.t. Sl No. 6 (RELATIONSHIP WITH ANY EMPLO YEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES), it shall be deemed that that
the Proprietor or any Partner of the Company or Director of bidding company has no relationship (w ithin the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in any SAIL Plant/Unit or any of the Directors of SAIL including its subsidiaries.

In the event of non-submission of details/declaration w.r.t. Sl no. 10 (previous transgressions of c ode of integrity), it shall be deemed that the bidder has not done any transgressions of code of int egrity with any entity in any country during the last three years or being debarred by any other p rocuring.

In case of hiding of information in this regard, Bidder shall be held solely responsible and any acti on as deemed fit (including rejection of offer and or banning action) may be initiated against the Bidder.

Seal and Signature of Authorized Signatory of Bidd er

Annexure II

ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS
(To be submitted in Letter Head of Participant Bidders)

We, M/s accept all th e terms & Conditions mentioned in GeM Bid no ---------- dated: ---------- without any deviation for procure ment of -------- ---------- --. We confirm to supply tendered item as per schedule & technical specification give n in the GeM Bid,
Additional Technical Specification & ATC. Signed for and on behalf of the (tenderer)

Signature :
Name :
Position :

Seal and Signature of Authorized Signatory

Annexure-GST

Tenderer should submit this Annexure duly filled along wit h Techno-Commercial Bid.

I/ We shall be charging the rate of G.S.T @ _____%. GST is included in our quoted rate on GeM. We have considered HSN Code:

_____

I / we declare that I/ we have considered item wise applicability of GST rate before giving th is declaration.

If item wise GST is not quoted, it will be presumed that same HSN Code and rate of GST quo ted by the bidder above is applicable for all the items.

Seal and Signature of Authorized Signatory

Annexure- III(A)

Format for Declaration to be given by a Make In India Supplier To be submitted on the Letter head of the Bi dder

Self-Certification (for Procurement values **equal to/less than Rs 10 crs**)

Certificate for M/s. Steel Authority of India Ltd. Bhilai Steel Plant,Bhilai

With reference to SAIL-.....GEM Bid No. .....dt..... and our offer no. .....

In line with the revised Public Procurement (Preference to Make In India), Order2017 dat ed 16-09-2020, as amended from time to time and as applicable on the date of submissi on of tender, we hereby certify that we M/s_____(Bidder name) are local suppliers and item wise local content as defined in above orders for the material to b e supplied by us against abovementioned Tend er No__is furnished as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		

5.

Details of location at which local value addition will be made is as follows:

We also understand, false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Note: entries to be made separately for all items as per tender)

Seal and Signature of Authorized Signatory

Annexure- III(B)

Format for Declaration to be given by a Make In India Supplier

To be submitted on the letterhead of the Statutory/ cost Auditor/ cost Chartered Accountant asapplicable.

Certificate from Statutory Auditor / Cost Auditor of the Company (In case of companies) orfro m a practicing Cost Accountant / Chartered Accountant (in respect of suppliers other thanco mpanies) for **Procurement value more than Rs 10 crs**

Certificate for M/s. Steel Authority of India Ltd., Bhilai Steel Plant,Bhilai

With reference to SAIL-.....RFQ No. ..... and M/s. ..... offer no. .....

1/ We , having a registered office..... have verified the records & documents produced

before me/ us by the management of M/s..... having regd. Office ..... & having their manufacturing facility at ....., I/We hereby certify that the company has produced ..... during (6 months period – half of Financial year) with domestic / local value addition of..... and we hereby certify that in the event of placement of order, M/s.....shall supply..... material description ..... with local content of..... %.

Local content has been calculated as below:

Item No. Item Description Local Content (%)1. 2.
3.
4.

Details of location at which local value addition will be made is as follows:

"Local content is the total value of the item procured (excluding net domestic indirect taxes andduties) minus the landed cost of imported input materials at the manufacturing plant in India (including all c ustoms duties) as a proportion of the net selling price, in per cent."

This certificated is being issued for classifying M.s..... as a Class

-1 or Class –II Local supplier, as per revised Public Procurement (Preference to Make In India),Orde r2017 dated 16-09-2020 of Ministry of Commerce and Industry, Department for Promotion of Indu stry and Internal Trade (Public Procurement Section), Government of India, , (as amended from ti me to time and as applicable on the date of submission of tender) .

Statutory / Cost Auditor of M/s_____(For companies)

Or

Cost Accountant / Chartered Accountant (in respect of suppliers other than com panies) Sign & Stamp

.

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be

determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड 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---