



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5069966 Dated/दिनांक : 20-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-07-2024 10:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	11-07-2024 10:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel			
Department Name/विभाग का नाम	Steel Authority Of India Limited			
Organisation Name/संगठन का नाम	Rourkela Steel Plant			
Office Name/कार्यालय का नाम	Materials Management Purchase			
Total Quantity/कुल मात्रा	30			
ltem Category/मद केटेगरी	Tyre tubeless(26.5 x25 -28 PR L3/L4) , TYRE TUBELESS, OTR, NYLON 32PR 18.00 X 25 FOR LW-3			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	Yes			
RA Qualification Rule	H1-Highest Priced Bid Elimination			
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes			
Type of Bid∕बिंड का प्रकार	Two Packet Bid			
Primary product category	Tyre tubeless(26.5 x25 -28 PR L3/L4)			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days			

No Item wise evaluation/				
Item wise evaluation/				
No				
ePBG Detail/ईपीबीजी विवरण				
No				
Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.				
MII Purchase Preference/एमआईआई खरीद वरीयता				
Yes				
MSE Purchase Preference/एमएसई खरीद वरीयता				
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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 4. 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

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1 Tyre Tubeless(26.5 X25 -28 Pr L3/l4)		12
Schedule 2	dule 2 Tyre Tubeless, Otr, Nylon 32pr 18.00 X 25 For Lw-3	

Tyre Tubeless (26.5 X25 -28 PR L3/L4) (12 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
1	Rajendra Narayan Sahoo	758037,CENTRAL STORES, SAIL-RSP BOLANI ORES MINES, BOLANI	Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरीतक पूरी कर ली जाए
			6	1	60
			6	61	90

TYRE TUBELESS, OTR, NYLON 32PR 18.00 X 25 FOR LW-3 (18 pieces)

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

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100%	100%		

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध prarambh होने की तारीख से दिनों की संख्या में)		
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			9	1	60
			9	61	90

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. 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

4. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

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

SPECIAL TERM:

Inspection Agency: TO BE INSPECTED BY INDENTOR OR HIS REPRESENTATIVE

Place of inspection: at Bolani store

<u>Packing clause</u>: To be suitably packed to prevent damages during transportation , loading or unloading t he assembly

Price variation clause: PRICE TO REMAIN FIRM TILL DELIVERY

<u>Delivery Requiremnt</u> -ALL THE TYRES TO BE DELIVERED IN TWO LOTS OF EQUAL SIZES FIRST LOT WITHIN 60 DAYS FROM THE PLACEMENT OF PO AND SECOND LOT AFTER 30 DAYS OF DELIVERY OF FIRST LOT

Eligibility criteria

OEM/Authorised dealers/distributors of follwing make are eligible to participate in the tender

- 1.JK tyres
- 2. MRF Tyres
- Good year
- 4 BKT
- 5 Michilean
- 6 Ceat

Guarantee clause--Warranty in respect of substandard materials, poor workmanship and faulty de sign should be valid for 3000 hours of operation or a period of 12 months from the date of receipt & accept ance at consignee store, whichever is earlier for OTR tyres.

For Tyres failing within 500 hours of operation Free of Cost (FOC) replacement shall be made by the supp lier.

In case any tyre is found to be defective after 500 hours of operation , it will be intimated immediately to the supplier to arrange for inspection. Joint Inspection should be carried out within 7 days from the intimati on to the supplier. If after examination any tyre is found warrantable , then supplier shall replace the defective tyre with a new tyre at A/T price after providing compensation on pro rata basis on the estimated bala nce life of defective tyres as per following formula:

- A= Original tread depth of the Tyre
- B= Remaining Tread depth when the Tyre fails
 - C= Unit price of the Tyre

Compensation formula = (B/A)* C

i.e Compensation amount Rs= (Remaining Tread depth when the Tyre fails/ Original tread depth of the Tyre)x unit price of the tyre.

Warranty replacement with a new tyre at A/T price after providing compensation on pro rata basis , as per the above formula, should be completed within one month from the date of claim . For Tyres failing within 500 hours of operation replacement should be provided within 30 days

All replaced tyres shall also carry a warranty period as defined above. Safe delivery of the replaced tyre t o the consignees end will be the responsibility of the supplier. The consignee will render help to the suppli er , if required by them.

All cases of replacements (Pro rata warranty replacement or FOC replacement) will be decided on the ba sis of joint inspection of the failed tyres carried out by Team comprising of supplier and user representative. In case of any disagreement between the user and supplier on the cause of failure, the decision of the H OD (Mechanical) of the concerned Mines shall be final. The warranty claims shall be settled with the supplier directly by the consignee project.

COMMERCIAL TERMS AND ONDITIONS:

- 1) Bid securing declaration (in lieu of emd) . non collusive tendering certificate, commercial data sheet, & self declaration certificate to be duly signed by the competent and authorised person of the firm /seller.
- 2) The tax invoice (s) should mandatorily contain the GSTIN of the consignee and RSP back up PO Number for reference.
- 3) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consign ee only. (RSP GSTIN No:21AAACS7062F2ZP)
- 4) Any technical queries/ clarification, is to be routed through the pre-bid representation functional ity available against the respective bid.
- 5) No technical deviation is acceptable. The firms should submit proper data sheet of the item offe red against this bid.
- 6) Bidders are not required to upload signed copy of the Bid again. Only relevant document(s) are to be uploaded for technical and commercial scrutiny. Submission of additional documents beyond the requirement, shall not be taken cognizance of.
- 7) The firms participating against this bid shall be deemed to accept Bid security declaration.
- 8) The firms participating against this bid shall be deemed to accept all terms & conditions of the b id.
- 9) The prices quoted should be FREE ON ROAD BOLANI IORE MINES stores/User site basis .
- 10) RPN clause: Subject to the terms and conditions of the GeM contract, if the Supplier neglects or fails toperform the contract by the time or times agreed upon, for any reason other than Force M ajeure, the PURCHASER after having come to know of such negligence or non-performance, after giving 14 to 30 days'notice to the SELLER to rectify or such any extended period that the SELLER and PURCHASER may action for supply of similar materials, mitigating any losses, at the risk and cost of the Supplier as far as the undelivered quantity in that Delivery Period is concerned. The Right of the Purchaser for Risk Purchase Action is in addition 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 defaul ting supplier. RSP reserves the right to recover the price differential from pending bills of the supplier in other SAIL units. More over the defaulting supplier shall have no claim over the quantity, whi ch they failed to supply.

- 11) RSP shall be placing Back-Up order against GeM contracts on Successful Bidder(s). The concer ned bidder has to mention the Back-up order number in the invoices for proper accounting of mate rial upon receipt.
- 13) Buyer is entitled to claim credit of input tax paid on the supply of the bid item (as applicable).
- 14) In case any of the above GTC, STC & ATC terms are not acceptable to the bidder, the bidder m ay kindly refrain from participating in the bid.
- 15) Any attachment in the bids, which are at variance from the above terms & other terms & conditions of this bid shall be ignored and the firm shall be evaluated on based the terms of this bid only
- 16) Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents so ught in the Bid document, ATC and Corrigendum if any.
- 17) PAYMENT TERM: 100% payment within 10 days from garn.
- 18. LD CLAUSE: GEM CASE: 0.5% of the contract value of defaulted qty per week or part there of, max 10%.
- 19) Bidders must note that in case of submission of offer, it will be assumed that you have accept ed and will abide by the following clause:-

"This is to undertake that while participating in this tender or the execution of the contract thereaf ter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we no tice 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.

Disclaimer/अस्वीकरण

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.

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.

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

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./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।

---Thank You/धन्यवाद---