



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5627

Dated/दिनांक : 25-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-12-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-12-2024 12:30:00
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	lisco Steel Plant
Office Name/कार्यालय का नाम	Materials Management Dept lisco Steel Plant
Total Quantity/कुल मात्रा	40
Item Category/मद केटेगरी	Fire Hose (Type - 2) with Instantaneous Male / Female Coupling (PNG) (Q2)
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), Additional Doc 2 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated 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 MSME 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.

Fire Hose (Type - 2) With Instantaneous Male / Female Coupling (PNG) (40 pieces)**Technical Specifications/तकनीकी विशिष्टियाँ**

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Constructional	Internal Diameter	63.0 (millimeter)
	Material of Male Female Coupling as per BIS 903-1993 (Latest Amendments)	Stainless conforming to Grade 1 or 4 of IS 3444:1999 (Latest Amendments), Aluminium alloys shall conform IS Designation 4250,4450 or 4600 of IS 617 : 1976 (lat amendments). Exposed aluminium surfaces shall have anodized finish and all threaded parts of aluminium all components shall be coated with molybdenum listed grease.

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%	NA

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

S.No./क्र.सं	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	Sanjoy Kumar Maji	713325,STORES SECTION, MATERIALS MANAGEMENT DPT. STEEL AUTHORITY OF INDIA LTD. IISCO STEEL PLANT, Burnpur, 713325, West Bengal India, IISCO STEEL PLANT, GSTIN Number 19AAACS7062F6Z6,	40	45

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

1. Generic

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

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 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SL	ITEM	Quantity	Unit of asurt
1	<p>THREE LAYERED SYNTHETIC JACKETED, NON PERCOLATING FLEXIBLE FIRE FIGHTING</p> <p>HOSE PIPES, TYPE-2 WITH ELASTOMERIC COATING/ COVERING CONTA INI NG</p> <p>CONFIRMING TO CONFORMING TO IS 636: 2018 (LATEST AMENDMENTS) A ND IS 636:</p> <p>2018 MARKED - 15+-2% METERS IN LENGTH, 63MM DIA. FITTED WITH ISI MA RKED</p> <p>HEAVY DUTY MALE & FEMALE STAINLESS STEEL INSTANTENEOUS COUPLI NGS AT</p> <p>EITHER ENDS COMPLETE WITH WASHER. RUBBER WASHER CONFORMING TO IS</p> <p>937:1981 OR LATEST AMENDMENTS. HOSE TO COUPLING CONNECTION S HOULD BE OF</p> <p>COPPER WIRE (ABOUT 16 GAUGES) TO BE WOUND IN DOUBLE LAYER BIN DING</p> <p>MACHINE WINDED ON INTERNAL DIAMETER SIZE PAIR OF MALE AND FEMAL E PARTS.</p> <p>INSTANTANEOUS MALE/ FEMALE COUPLINGS SHALL CONFORM TO IS 903: 1993</p> <p>(LATEST AMENDMENTS) WITH PULL TYPE LUG ON FEMALE COUPLING. EXT ERNALLY</p> <p>APPLIED ELASTOMERIC COATING OF THE REINFORCEMENT SHALL BE SMO OTH AND</p> <p>FREE FROM PITTING AND OTHER IMPERFECTIONS. THE JACKET SHALL BE</p> <p>PRACTICALLY FREE FROM DIRT, KNOTS, LUMPS, IRREGULARITIES OF THE Y ARN AND</p> <p>OTHER VISIBLE MATERIAL.</p>	40	PC

Special Instruction

Inspection Terms & Condition:

1. Valid Test Certificate and guarantee certificate has to be provided at the time of supply.
2. Material to be supplied as per specification.
3. +/- 2 % tolerance is acceptable in length.
4. Inspection to be done jointly by SAIL ISP inspection wing and user department at SAIL ISP sto
5. Delivery Schedule: Within 45 days from placement of Purchase Order.

NOTE:

1. **BIDDER SHOULD SUBMIT BID-SECURING DECLARATION AS PER ATTACHED FORMAT, FAILIN WHICH BID MAY BE REJECTED.**
2. PRICE QUOTED SHOULD BE ALL INCLUSIVE IN LINE WITH TERMS OF GeM, INCLUDING ALL CHARGES I REIGHT/ PACKING/ INSURANCE ETC., AND GST. NO ADDITIONAL CHARGE SHALL BE QUOTED/ CONSIDER
3. AS PER THE SYSTEM OF GeM, ORDER CAN ONLY BE PLACED ON THE VENDOR SUBMITTING BID. IN CA RDER IS TO BE PLACED ON AUTHORIZED DEALER, BID MUST BE SUBMITTED BY THE DEALER, AND AUT HORIZATION LETTER FROM THE PRINCIPAL, MENTIONING THIS BID NUMBER SHOULD BE ATTACHED WITH T ID.
4. PREFERENCES AS PER MSE GUIDELINES AND MAKE IN INDIA POLICY OF GOVT. OF INDIA AND PUBLIC UREMENT POLICY AND ANY RELEVANT AMENDMENTS/ CLARIFICATIONS ISSUED BY THE COMPETENT A RITY REGARDING THESE POLICIES SHALL BE APPLICABLE. ONLY BIDDERS WHO HAVE CLAIMED ELIGIB AND HAVE UPLOADED RELEVANT DOCUMENTS (UDYAM AADHAAR / UDYOG AADHAAR FOR MSE/ SELF I ARATION OF DOMESTIC VALUE ADDITION ABOVE 50% FROM MANUFACTURER IN MANUFACTURER'S LE HEAD, AS PER THE ATTACHED FORMAT, FOR PREFERENCE TO CLASS-1 VENDOR AS PER MII POLICY).
5. **IN CASE ANY OF THE BIDDER HAVE UNRESOLVED/PENDING QUALITY COMPLAINTS AGAINST THEM (Q THE DATE OF TENDER OPENING, IN SAIL ISP, ISP RESERVES THE RIGHT TO REJECT THEIR OFFER.**

6. IN CASE OF TENDER ITEM CANNOT BE SPLIT OR DIVIDED, ETC. THE MSE QUOTING A PRICE WITHIN THE MANDATORY MARGIN (L1+15%) MAY BE AWARDED FOR FULL/ COMPLETE SUPPLY OF TOTAL TENDERED VALUE TO MSE

Along with the bid submission in GEM, please submit the below mentioned documents

1. PAN card
2. GSTIN
3. Bank details (as per attached format, duly signed and sealed) along with a cancelled cheque.
4. Contact details of the party (Name, Address, phone no., e-mail ID etc)
5. GeM Seller IDs.
6. CGST/IGST % DECLARATION
7. Despatch intimation to be mailed to Purchase Officers vide mail at time of delivery. (Preferred transporters: TCI XPX, TCI Freight, ARC, GATI)
8. Original bill/invoice copy to be sent only after uploading GST in GST portal and GeM Portal and to be sent directly to MB section (Finance & Accounts).

Address: MB Section, Finance Department, Near GM(MM) office, SAIL IISCO STEEL PLANT, Burnpur, West Bengal 713325

To,
The A.G.M(Finance)
Cash Section.
SAIL-IISCO Steel Plant.
Burnpur.
Date: -

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Dear Sir,

Sub: -Payment through e-payment system.

We are giving our consent for making all the payments through e-payment system directly to our Bank a/c (Oman State Bank of India). We also undertake to pay through your pay order vouchers, the Bank Charges that are charged by State Bank of India from time for the transaction through RTGS/NEFT. The details of information

ired for transfer of Funds are given hereunder.

	NAME OF PARTY (BLOCK LETTER)											
1	ADDRESS	_____ _____ _____ TEL NO.										
2	E-MAIL (if any)											
3	Party /Employee Code											
4	Name of the Bank											
5	Name of Branch											
6	Branch Code											
7	Account No.											
8	IFSC Code of the Branch (Printed on Cheque Leave)											
9	MICR NO											
10	PAN NO	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										

Thanking you,

Signature-----

Signature

(With Bank Stamp)

(With Bank Stamp)

.....

For

Bank Signature & Seal

Copy to :- (1) A.G.M.(F)-MB/D.G.M.(F)-Project

(2) Concerned MM Deptt/Project Deptt/Contract Deptt./ T.E.Deptt.

Enclose

1. One Cancelled Cheque
2. Photo copy of PAN Card.

ANNEXURE

Bid-Securing Declaration

(In lieu of BSD, to be submitted on Bidder's Letterhead only)

Date: [insert date (as day, month and year)]

RFQ No.

Offer No.: [insert number of bidding process]

To: [STEEL AUTHORITY OF INDIA LTD.- IISCO STEEL PLANT]

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded a contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the Request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder on the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity]

person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

***Please delete as appropriate**

Annex-4

Other Terms and Conditions

1. Authority of person signing documents:

A person signing the Tender Form or any document forming part of the contract on behalf of the supplier shall be deemed to warrant that he has authority to sign such documents.

2. Rejection of bid / tender:

In case of any specific adverse report received against a tenderer/bidder/ seller by SAIL, in respect of capability and / or performance of the tenderer/ bidder/ seller, the bid of such tenderer is liable to be rejected.

3. Responsibility for Performance of Contract:

- a) The Seller shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.
- b) Wherever, the seller is an authorized reseller of the manufacturer, both the authorized reseller and the manufacturer will be jointly & severally responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.
- c) The Seller shall not sublet, transfer or assign the contract without the prior written permission of the Buyer. If such permission is given by the Buyer, Seller shall be liable for any loss or damage which the Buyer may sustain as a consequence or arising out of such subletting of the contract.
- d) The Seller may assign the receivables, revenues or proceeds under the Contract/Agreement in connection with any financing or other financial arrangement (without relieving itself from liabilities under the Contract / Agreement).
- e) In case the scope of work includes supply of material along with application, then the seller must comply with relevant safety norms of SAIL Plants/ units and applicable statutory provisions.

4. Samples and testing:

- a) **Samples:** Samples, wherever required for examination & testing, shall be supplied by the seller free of cost.
- b) **Testing:** Wherever the materials involve testing for acceptance, sellers shall clearly indicate the availability of testing facilities in their premises and confirm testing free of charge. In case material is tested at Buyer's premises, no charges need to be paid by the Seller.
- c) If item is required to be tested at outside laboratory (not in the Buyer's premises), testing charge will be borne by Buyer. However, only in case of testing of Umpire Sample in an outside lab, if the Umpire sample fails, the

r shall bear the expenses of the Umpire sample testing.

5. Removal of Rejection:

If the rejected goods have already been paid for (partly or fully), the Seller shall before removal of rejected goods either deliver correct replacement goods at Buyer's premises completely free of cost (including cost of goods, freight, taxes, duties etc.) or refund the payment received as well as make full compensation for freight taxes and duties etc. Such rejected goods shall lie at Seller's risk from the time of such rejections and if not removed within the above time limit, the Buyer shall have the right to dispose off the said rejected materials as he may deem fit without any financial obligation to the Seller. In case the payment of rejected material has already been made by the Buyer (partly or fully) and such rejected materials are disposed off by the Buyer due to non-removal of the same by the Seller, then the Seller shall be liable to make good the loss incurred to the Buyer. To make good of such loss the Seller also agrees that the said loss may be recovered from any outstanding amount lying with the Buyer from any contract with the Seller.

6. Sellers responsibility:

The Seller should undertake to be responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually received by the Buyer at its works or place of final destination. For this purpose goods carried by the railway or other carrier shall be deemed to be delivered at the risk of the Seller. If on inspection at final destination the buyer discovers any discrepancy, the Buyer shall be entitled (not-with-standing that the property of goods shall have passed on to the Company) to refuse acceptance of the goods altogether and take action as per GeM Policies.

7. Packing:

a) **Responsibility for proper packing** - The Seller shall be responsible for the stores being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination. Packing material shall not be returned to the Seller, unless stated otherwise. The extant government guidelines with regard to packing material, wherever applicable, shall be adhered to by the seller

b) Marking of Packages, Packing, etc. - Each package delivered under the Contract shall bear the following:-

- Name of the Seller & address

- Contract Number & date

- Consignee's name and address

- Brief Description and quantity of contents

- Wherever applicable the following should be indicated:

· Gross weight, net weight

· Distinctive number or mark / identification which is also to be shown, for the purpose of identification, on the Seller's packing list.

8. Test and Fitment Certificate:

The Seller must furnish test certificate for the material shipped showing the details of test results. Fitment certificate is required in case of proprietary spares / components.

9. Delivery:

The Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place during the stipulated delivery period in the contract.

Notwithstanding any stipulation in the Contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

10. Failure of Delivery:

In case the delivery is delayed beyond the prescribed delivery period, the material can only be supplied with the consent of the Buyer. Should the Seller fail to deliver the stores or any consignment thereof, within the period

cribed for such delivery, the Buyer reserves the right to take action as per GeM policies.

In addition, subject to the terms and conditions of the Agreement, if the seller neglects or fails to perform the obligation by the time or times agreed upon, for any reason other than Force Majeure, the Buyer after having come to know of such negligence or non-performance, after giving notice of 14 to 30 days or any such extended period at the seller and buyer may mutually agree, to the seller to rectify, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the seller as far as the undelivered quantity in that Delivery Period is concerned. The Right of the buyer to take Risk Purchase Action is in addition to the Right of buyer to terminate the Contract due to the fault of the Seller.

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

11. Weighment:

For bulk material to be accepted by weight, all the trucks / wagons / trailers / tankers etc. shall be weighed at the destination at the Buyer's weighbridge(s).

Seller's challan weight for each truck / wagon / trailer / tanker etc. shall be accepted as final, if the weighment at Buyer's premises for that truck / wagon / trailer / tanker etc. is within the tolerance range indicated in the Contract. If the weighment at Buyer's weighbridge(s) is found to be more than the challan weight, the payment shall be restricted to the challan weight.

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

12. Settlement for discrepant material:

After receipt of material at Buyer's premises, if it is found that the material does not conform to order specifications but material is found useable, intimation in this regard shall be given to Seller within 45 days of receipt of such material. Seller shall depute his representative within 20 days of receipt of such intimation for inspection/assessment if so desired. Buyer shall decide the amount to be recovered from the Seller and Seller shall remit the same to Buyer on receipt of such intimation. All costs associated with above shall be borne by Seller. Intimation by way of an e-mail in the Authorized e-mail address of the Seller without the "failure notification" shall be considered as a valid service receipt of the intimation in case no acknowledgment of the receipt of e-mail is provided by the Seller.

13. Force Majeure:

The Notice of declaration of Force Majeure must be supported by the Certificate of relevant Railway / Port Authority/Chamber of Commerce/Government or Quasi Government body. If the said certificate is not available, the Affected Party must provide a certificate signed by the Affected Party's Company Secretary and one of the Directors on the Board of the Affected Company. In addition, the Affected Party shall also intimate the cessation of Force Majeure. The said intimation of cessation of Force Majeure shall be accompanied by a certificate, from the authorities as stated hereinabove.

14. Settlement of Disputes other than taxation between SAIL and another Central Public Sector Enterprise (CPSE) or SAIL and Govt Department(s)/Organization(s) including State Government shall be as per the prevailing guidelines of Government of India. In event of any dispute or difference in interpretation and application of the provisions of commercial contract(s) between CPSE/ Port trusts inter se and also between CPSEs and Government Department(s) or Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. (CPSE) 03/2019-fts-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

15. Declaration by the Bidder/ Tenderer/ Seller:

By participation in this tender the Bidder / Tenderer/ Seller is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

A. Non-collusion:

I. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

II. That their bid was not prepared with any agreement, arrangement, communication, understanding, promise

undertaking with any person (including any other tenderer 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, specifications or delivery particulars of the products or services to which this tender is for; and
- vii) the terms of the bid,

III. That they will not, prior to the award of the Contract, enter into or engage in any of the foregoing. Note: This clause is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings:

- a. the Plants/ Units, Steel Authority of India Limited
- b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;
- c. consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- d. professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

B. That they have duly disclosed all intended sub-contracting arrangements relating to the Tender and will continue to disclose such arrangements to the Plants/ Units after the Contract is awarded.

C. Authenticity of documents:

- i. That they have carefully read the contents of the tender
 - ii. They have not made any misleading or false representation anywhere in the tender submitted including annexures thereto
 - iii. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them
 - iv. That the information and documents submitted by them along with the tender documents are complete and correct and they are fully responsible for authenticity and correctness of information and documents submitted
 - v. That at any time during the process for evaluations of tenders, if any information / document submitted by them is found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.
 - vi. That at any time after award of the contract, if the certificates submitted by them are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL
- D. Anti-Bribery: That they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they report it to SAIL Vigilance.

16. In case of non-compliance of para 15 above, SAIL may at its discretion, invalidate their bid, exclude them from future tenders, pursue damages or other forms of redress from them (including but not limited to damages, delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are awarded the Contract) terminate the Contract.

The bidder/ tenderer/ Seller shall be required to declare whether the proprietor or any partner of the firm or Director or of their company as the case may be has any relation with any employee working with the Buyer and if so, the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 2013 with any of the Directors of Steel Authority of India Limited.

17. Language:

Offer submitted by the Bidder/ Tenderer/ Seller and all correspondence and documents relating to the offer exchanged between the Bidder/ Tenderer/ Seller and the Buyer shall be written in the English Language. Any printed material furnished by the Seller may be written in another language so long as it is accompanied by a duly signed English translation in which case, for the purposes of interpretation of the offer, the English translation shall govern.

18. Termination:

a) The Company (Buyer / Executing Authority) shall have the option to cancel / terminate the PO / Contract at any time due to non-performance / any other activity detrimental to the interests of SAIL and its brand image or in the event of the Seller's failure to discharge the duties stipulated in the Purchase Order / Contract to the satisfaction of the Company (as certified by Buyer/ Executing Authority); by giving 30 days' notice (cure period) in writing and without payment of any compensation. The Seller shall have to settle the account within the notice period and no claim of SAIL shall lie with the Seller at the conclusion/ Termination of the Contract.

b) Buyer will be entitled to terminate the Agreement by giving prior notice of at least 2 months to the other party if the other party goes into voluntary liquidation or is ordered to be wound up or is declared bankrupt, insolvent, or by a court of law and is unable to pay its debts as they become due, and in the event of such termination, all amounts due under the Agreement to either party on the date of the notice shall be immediately payable upon demand.

c) Termination of the Agreement shall not affect obligations of either Party that may have accrued prior to the effective date of termination.

d) Termination of the Agreement shall be in addition to, and shall not be exclusive of or prejudicial to, any other remedies for termination or rights or remedies at law or in equity which either Party may have on account of any breach of the Agreement by the other Party.

e) If the Agreement does not meet the objective set out herein and the parties mutually agree, the Agreement may be terminated.

f) Upon receipt of the notice of termination, the Seller shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as the Buyer may specify in the notice of termination. In the event of termination of the Contract, the Buyer shall only pay to the Seller, the Price for the parts executed up to the date of termination.

19. Banning of Business Dealings:

On arising of any situation or occurrence of any event as mentioned in the SAIL Guidelines on Banning of Business Dealings the Tenderer/Bidder/ Seller under the tendering process or Contract with SAIL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" as applicable on the date of bid opening shall form part of the Bid/Contract. These guidelines are attached as annexure 5.

20. Waiver:

Failure to operate or to enforce any condition under this GCC / Contract shall not operate as a waiver of the contract on itself or any subsequent breach thereof.

21. Immunity to Government of India:

It is expressly understood and agreed to by and between the Buyer and Seller that the Buyer is entering into the contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Buyer (SAIL) is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The Seller expressly agrees, acknowledges and

understands that Buyer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions or other wrong arising out of the Contract. Accordingly, the Seller hereby expressly waives, releases and goes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under the Contract.

22. Confidentiality:

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Buyer to the Seller, in connection with the contract, whether such information has been furnished before or following completion or termination of the contract, except what is in public domain are confidential and all remain the property of the Buyer and shall not, without the prior written consent of Buyer neither be divulged by the Seller to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Buyer, all copies of all such information in original shall be returned on completion of the Seller's performance and obligations under this contract.

23. Code of Integrity:

A) By participation in this tender, Sellers, Bidders, Suppliers, Contractors, and Consultants are deemed to have declared that they shall observe the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or information for participation in a tender process or to secure a contract or in the execution of the contract;
- 3) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Buyer, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) "Conflict of interest" - participation by a bidding firm or any of its affiliates who are either involved in the Contract to which this procurement is linked; or if they are part of more than one bid in the procurement and if their personnel have a relationship or financial or business transactions with any official of Buyer who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the prospective bidder from the Buyer with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) "Obstructive practice" - materially impede Buyer's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidential material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Buyer's rights of audit or access to information;

B) Obligation of Proactive Disclosure

- 1) Sellers, Bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto actively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and when as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Seller/ Bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity with any Procuring entity during the last three years or of being debarred by the any other Organizational Failure to do so shall amount to a violation of this code of integrity.
- 3) Such declarations would not mean automatic dis-qualification for the bidder/ Seller making such declaration. A declared conflict of interest shall be evaluated for taking mitigation steps, where possible. Similarly voluntary reporting of previous transgressions of code of integrity elsewhere shall be evaluated barring cases of various degrees of debarment; an alert may be kept on the bidder's/ Seller's actions in the tender and subsequent contract.

C) Punitive Provisions:

Without prejudice to and in addition to the rights of the Company to other penal provisions as per the bid documents or contract, if the Company comes to a conclusion that a Bidder/Seller, directly or through an agent violated this code of integrity in competing for the Contract or in executing a contract, the Company may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security
- b) Calling off of any pre-contract negotiations, and;
- c) Rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Company;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Company along with interest thereat the prevailing rate;

iii) Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder/ seller from future procurements of the Company
- b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

24. **Business responsibility and sustainability:**

At SAIL, we deeply value the vital role that companies can play in safeguarding and promoting human rights in the long term. We recognize our responsibility to uphold the spirit of human rights, as outlined in existing international standards, such as the Universal Declaration and the Fundamental Human Rights Conventions of the International Labour Organization. SAIL expects its sellers/ suppliers to develop and implement policies and procedures to ensure all human rights in their business and to encourage their suppliers to do likewise. Our Human Rights Charter is available at <https://sail.co.in/sites/default/files/2023-09/Human-Rights-Charter.pdf>.

6. 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 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 to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If 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 or bunching 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 [attached categories](#), 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 they can raise their representation against the same by using the Representation window provided in the bid details in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to 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 share 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 with 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.

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 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 वे 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 का अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---
