



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2025/B/5794889

Dated/दिनांक : 10-01-2025

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	20-01-2025 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	20-01-2025 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	60 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Steel
<b>Department Name/विभाग का नाम</b>	Steel Authority Of India Limited
<b>Organisation Name/संगठन का नाम</b>	Rourkela Steel Plant
<b>Office Name/कार्यालय का नाम</b>	Materials Management Purchase
<b>क्रैता ईमेल/Buyer Email</b>	buyer12.rsp.or@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	55
<b>Item Category/मद केटेगरी</b>	Toner Cartridges / Ink Cartridges / Consumables for Printers (Q2)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>ITC available to buyer/क्रैता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Toner Cartridges / Ink Cartridges / Consumables for Printers

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	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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**Details of the Competent Authority for MII**

Name of Competent Authority	S.TIRKEY
Designation of Competent Authority	AGM
Office / Department / Division of Competent Authority	MM
CA Approval Number	NA
Competent Authority Approval Date	08-01-2025
Brief Description of the Approval Granted by Competent Authority	THE PRODUCT BID MAY PUBLISH WITHOUT MII PURCHASE PREFERENCE POLICIES.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

**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 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.

2. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

### **Toner Cartridges / Ink Cartridges / Consumables For Printers ( 35 pieces )**

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

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

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
GENERIC	<b>Product Class of Cartridge</b>	OEM
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	XEROX INDIA LIMITED
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	Xerox
	<b>Type of Cartridge/Consumable</b>	Toner Cartridge
	<b>Color of the Ink/Toner</b>	Black
	<b>Model Number of OEM's Printer/OEM's Multi Function Machine</b>	Xerox WC5019/21 & 5022/24
	<b>Model Number of OEM's Printer Cartridge/Consumable</b>	006R01573
	<b>Model Number of cartridges /Consumable offered by compatible manufacturer</b>	Not Applicable for Printer OEM

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)</b>	5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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 के दिन
1	Basanta Kumar Chowdhury	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	35	60

**Toner Cartridges / Ink Cartridges / Consumables For Printers ( 10 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
GENERIC	<b>Product Class of Cartridge</b>	OEM
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	XEROX INDIA LIMITED
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	Xerox

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of Cartridge/Consumable	Drum
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	Xerox VersaLink B7025/30/35
	Model Number of OEM's Printer Cartridge/Consumable	113R00779
	Model Number of cartridges /Consumable offered by compatible manufacturer	Not Applicable for Printer OEM
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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 के दिन
1	Basanta Kumar Chowdhury	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	10	60

**Toner Cartridges / Ink Cartridges / Consumables For Printers ( 10 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
GENERIC	<b>Product Class of Cartridge</b>	OEM
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	XEROX INDIA LIMITED
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	Xerox
	<b>Type of Cartridge/Consumable</b>	Drum
	<b>Color of the Ink/Toner</b>	Black
	<b>Model Number of OEM's Printer/OEM's Multi Function Machine</b>	Xerox WC5019/21 & 5022/24
	<b>Model Number of OEM's Printer Cartridge/Consumable</b>	013R00670
	<b>Model Number of cartridges /Consumable offered by compatible manufacturer</b>	Not Applicable for Printer OEM
	<b>Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)</b>	40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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 के दिन
1	Basanta Kumar Chowdhury	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	10	60

**Special terms and conditions-Version:2 effective from 15-10-2024 for category Toner Cartridges / Ink Cartridges / Consumables for Printers**

1. 1. Category cover 2 classes of products namely OEM Cartridges and Compatible Cartridges
2. For Parameter "Product Class of Cartridge", "OEM" shall mean OEM for Printers only and not OEM for compatible cartridges. "Compatible" shall mean OEM of compatible cartridges only.
3. OEM Cartridge covered is the cartridge having the brand of the respective printer OEM. Compatible Cartridge is the cartridge having the brand different than the respective printer brand or is manufactured by an entity other than OEM of the printer and is meant to fit in a particular printer for replacing OEM Cartridges.
4. Printer OEMs who are given entry in the category and allowed Dashboards can upload catalogues of OEM Cartridges choosing product class option as OEM. Compatible OEMs are those entities who are vendor-assessed as per the special VA criteria applicable (Available on GeM Website) by Vendor assessment agency of Government e marketplace. They are required to upload catalogues strictly in terms of the VA report and choosing product class option as compatible. Any deviations by OEMs/Compatible OEMs in appropriate product class option shall be viewed seriously and result in administrative actions against the respective seller.
5. Against parameter Type of Replacement Cartridge/Consumable options applicable depending on the type as cartridge or consumable is to be chosen while creating catalogue. For example if ink bottle or toner powder bottle are being uploaded the relevant option to be chosen as consumable and if toner cartridge is being uploaded option to be chosen as toner cartridge
6. Parameter model Number of OEM Printer /MFP etc., for which offered Cartridge/Consumable is suitable will guide the buyer in identifying the OEM or compatible cartridge to be procured for a specific printer. While creating catalogues sellers are to ensure that options are chosen according to the printer model for which offered cartridge is suitable
7. Model Number of cartridges/Consumable offered by compatible manufacturer indicate suitability of offered compatible cartridge with the OEM Cartridge model. For OEM also options covering their cartridge model numbers are included against parameter Model number of OEM's Printer Cartridge/Consumable. This details along with printer model for which offered cartridge/consumable is suitable shall help in identifying suitability of offered cartridge/consumable by buyers for the printers/multifunction machines available with them
8. Both Printer OEMs who are uploading catalogues for their OEM cartridges as well as compatible OEMs are required to get the model/Part Nos included in drop-down options Compatible OEMs are required to get their model nos included in the drop-down options for selection during the creation of catalogues. They are required to submit a list of compatible model nos through the help desk for inclusion and shall create catalogues selecting their model nos only after inclusion creation of catalogues choosing incorrect model nos shall be viewed seriously and may result in removal of catalogues in addition to other administrative actions. Compatible OEMs are also required to ensure that they do not indicate their model no or part no in any manner resembling OEM model/Part No to avoid confusion to the buyers.
9. Name of the OEM of Cartridge/Consumable offered shall indicate Printer OEM or name of compatible OEM as per VA report. Printer OEM or compatible OEM are to upload catalogues only choosing their name from drop down options After completion of VA sellers should approach GeM through help desk to get name included under options provided against this parameter. Dash board should be taken for creating catalogue only after including name.
10. The buyers are requested to note that, when the OEM cartridges for different brands of printers are procured through bunch bids, they should opt for item-wise evaluation and not a total value-wise evaluation. This shall ensure that resellers of only one of the printer brands will also be able to participate in the bid. In the event of total value-wise evaluation only entities who are resellers for both the printers' brands shall be able to participate. Further OEM and compatible cartridges may not be bunched together.

## **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**

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

### **3. Generic**

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

### **4. Generic**

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

### **5. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **REF NIT: PR FOR PROCURMENT OF TONER & DRUM CARTRIDGES XEROX(OEM) FOR 2024-25.**

PR is raised on Single Tender Enquiry Proprietary basis on M/s. XEROX INDIA LTD.

2. Offers other than M/s XEROX INDIA LTD or its authorised dealer/distributor/ reseller shall be treated as unsolicited.

#### **SPECIAL TERMS & CONDITIONS**

1. MATERIAL MUST BE FROM FRESH PRODUCTION.
2. MATERIAL SHOULD BE SUPPLIED IN ORIGINAL MANUFACTURER'S(OEM).PACKING SEAL SHOULD BE INTACT WITH UN-TAMPERED CONDITION AS PER ORIGINAL MANUFACTURER.  
THE REMAINING SELF LIFE SHOULD BE 80% ON THE DATE OF RECEIVED AT RSP STORE.

INSPECTION TERM:

INSPECTION AT RSP STORES AFTER RECEIPT BASED ON GC.

GURANTEE CLAUSE:

1. THE MATERIAL SHOULD BE GUARANTEED FOR A PERIOD OF 12 MONTHS FROM THE DATE OF USE OR 18 MONTHS FROM THE DATE OF SUPPLY (WHICHEVER OCCURS EARLIER).
2. GC to be submitted for each lot.

PRICE VARIATION CLAUSE:

RSP'S STANDARD NORM,"FIRM TILL DELIVERY".

DELIVERY REQUIREMENT:



AS PER SCHEDULE.

**PACKAGING CLAUSE:**

THE MATERIALS MUST BE SUPPLIED IN ORIGINAL COMPANY SEAL IN UN-TAMPERED CONDITIONS. DETAILS INFORMATIONS ABOUT YEAR & MONTH OF MANUFACTURE AND DATE OF EXPIRY IF ANY. NAME OF MANUFACTURER, ITEM CODE, MAKE & MODEL NAME ETC.SHOULD BE EMBOSED IN COMP ANY SEALED PACKING.

**PLACE OF INSPECTION:**

AT AC STORES(CENTRAL STORES) RSP. ROURKELA.

**INSPECTION AGENCY:**

INSPECTION AGENCIES OF RSP & MGR(MM) INSPECTION.

**ELIGIBILITY CRITERIA:**

FOR QUALITY & ENSURING GENUINE PRODUCTS, THE BID IS RESERVED FOR

XEROX OR ITS AUTHORIZED DEALERS/DISTRIBUTORS(SUBJECT TO SUBMISSION OF VALID O.E.M. AUTHORIZATION CERTIFICATE).

2(A). THE TENDERER MUST HAVE SUPPLIED SAME OR SIMILAR CATEGORY PRODUCTS / ITEMS TO A NY SAIL PLANT OR MAJOR STEEL PLANT (PRIVATE OR PUBLIC) OR ANY PSU / PUBLIC LISTED COMPANY /CENTRAL / STATE GOVT. ORGANISATION IN INDIA DURING ANY ONE OF THE LAST THREE FINANCIAL YEARS BEFORE THE BID OPENING DATE.

2(B). THE TENDERER MUST SUBMIT SELF SIGNED COPY OF DOCUMENTARY EVIDENCE SUCH AS ORDER COPY ALONG WITH PROOF OF SUPPLY (INVOICE COPY / CRAC COPY/CHALLAN COPY / RECEIPT COPY) IN SUPPORT OF THE ABOVE ELIGIBILITY CRITERIA.

**OTHER TERMS**

1. Declaration by the Tenderer:

By participation in this tender the Bidder / Tenderer 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 of 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 relates; 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 para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- 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; and
  - 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 the 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 shall report it to SAIL Vigilance.
- 1. In case of non-compliance of above, SAIL may at its discretion, invalidate their bid, exclude them in future tenders, pursue damages or other forms of redress from them (including but not limited to damages for 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.
  - 2. Bidder must submit filled Annexure-A, Annexure -I (Bid Security Declaration) along with their offer. Formats attached in bid.
  - 3. The offers of tenderers whose performance in Rourkela Steel Plant (RSP) has been found unsatisfactory will not be considered and RSP reserves the right to summarily reject such offers during any stage of tender.
4. Other terms:
- (i). All prices quoted on GeM will be on landed cost basis, inclusive of GST and all Taxes/ Duties. (unless otherwise specified in Special Terms of ATC)
  - (ii). By submitting offer against this bid, the bidder is accepting all terms & conditions of the bid as well as GeM terms & conditions. No deviations are acceptable.
  - (iii). SAIL-RSP is entitled to claim credit of input tax paid on the supply of the bid item (as applicable).
  - (iv). 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, will not be taken cognizance of.
- (v). Bidders to compulsorily submit the duly-filled Annexures with stamp and signature of authorized representative, as part of online offer.
- (vi). Any technical query/ clarification, is to be routed through the pre-bid representation functionality available against this bid.
- (vii). Risk purchase (RPN) clause: Subject to the terms and conditions of the GeM contract, if the supplier neglects or fails to perform the contract by the time or times agreed upon, for any reason other than force majeure, the purchaser after having come to know of such negligence or non-performance, after giving maximum 15 days' notice to the seller to rectify or such any extended period that the seller and purchaser may mutually agree, shall take such action as it considers fit including but not limited to taking risk purchase 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 defaulting supplier. SAIL-RSP reserves the right to recover the price differential from pending bills of the supplier in RSP or other SAIL units. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply.
- (viii). RSP will be placing back-up order against GeM contract(s) on successful bidder(s). The concerned bidder has to mention the back-up order number in the invoices for proper accounting of material upon receipt in RSP.
- (ix). After receipt and acceptance of materials, hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to the following address for ensuring timely

**PAYMENTS.-**

GENERAL MANAGER, F&A - STORE BILLS,  
ADMINISTRATIVE BUILDING, ISPAT BHAWAN,  
SAIL - ROURKELA STEEL PLANT,  
ROURKELA, ODISHA 769011.

**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 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

[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 bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

[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---