



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5803269  
Dated/दिनांक : 10-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2025 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (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
क्रैता ईमेल/Buyer Email	ramesha.behera.sail@nic.in
Item Category/मद केटेगरी	Custom Bid for Services - transportation of sulphuric acid
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>• Goods Transportation service - Monthly Based Service</li><li>• Goods Transport Services - Per MT</li></ul>
Contract Period/अनुबंध अवधि	1 Year(s)
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	Experience Criteria,Certificate (Requested in ATC),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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

**Bid Details/बिड विवरण**

<b>ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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1. 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.

2. 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

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

"Name of Work : Transportation contract for shifing/transportation of @500 Ton/month(Approx.) of Sul - [1736514299.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****GEM Availability Report ( GAR):**[1736490933.pdf](#)**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1736490949.pdf](#)**Scope of Work:**[1736515129.pdf](#)**Payment Terms:**[1736515139.pdf](#)**Custom Bid For Services - Transportation Of Sulphuric Acid ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	transportation of sulphuric acid
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**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%

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	M Chandra Kumar	769011,Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela	1	N/A

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

## 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1.0 ELIGIBILITY CRITERIA:

The bidder should have transported Sulphuric Acid/Industrial Chemicals through tanker to any Central/State Govt. Organization/ PSU/Public Ltd. Company with minimum executed Qty. of 1320 MT/Year, during seven years prior to TOD.

Experience: The tenderer shall submit self signed copy of the followings:

- 1) In support of experience, the bidder should submit documentary evidences, i.e. Self attested copies of transport contract/P.O. copies and completion certificate of contracts covering the minimum executed qty. of 1320 MT/year of transportation of Sulphuric Acid from the respective contract awarding organization for which job experience claimed.
- 2) FOR ITEM NO .2 : Party should visit the site before quoting to understand the nature of job. The operating practice shall not be changed after award of contract. Hence, bidder must understand the job before quoting. Transporter to give a declaration that they have understood the scope of work and acceptance of special terms and conditions.

Note: The Tenderer(s) may seek any clarification through GeM before submitting Tender(s). Otherwise, it will be presumed that the Tenderer(s) have understood & is/are clear about all clauses in Tender Enquiry.

No clarifications will be entertained after submission of Tender.

### 2.0 Terms & conditions of Item No.1.

1. The vehicle should be equipped with all necessary equipment's with valid documents as well as other Accessories to protect the material from water or any other contamination during transit. Safe and secure transit of material shall be sole responsibility of the transporter.

Ø Loading will be done by CCD of RSP's arrangement.

Ø Unloading of the material (tanker) will be done by BSL, Bokaro.

Ø Vehicle optr. will assist in placement of hose etc. for loading and unloading

2. The material during transit to be properly secured and protected from any damage to material and safe Transport up to the destination.

3. CCD shall contact transporter for deputing tanker, organize shifting and certify the tonnage.

4. Loss of material due to damage or otherwise will attract recovery of shortage material value. However, Loss up to 0.5% will not attract any penalty on transporter.

5. Consignment shall be booked at your risk & cost. Proper safety of material is to be insured as per standard. Any loss arising due to careless handling / damage / leakage will invite penalty to cover loss.

6. Delayed delivery charge: 1% per day of delay in transit time, maximum 10% of the transportation charge respective consignment will be recovered from the bill of the transporter, if there is a delay in transit beyond 6 days(including loading and unloading) same with reason to be intimated immediately to the

1. Sri A.K.Behera, GM(MM)Purchase email : [alokkumar.behera@sail.in](mailto:alokkumar.behera@sail.in) of RSP

2. Sri S.K.Behera, GM(MM)Stores, email : [samarendrakr.behera@sail.in](mailto:samarendrakr.behera@sail.in) of RSP
3. Sri Niraj Kumar, GM,CO & CC, E.mail I.D. [niraj.kumar@sail.in](mailto:niraj.kumar@sail.in) of BSL,Bokaro
3. Sri M.Chandra Kumar, Dy.Mgr(MM) CC & SC, email : [mchandra.kumar@sail.in](mailto:mchandra.kumar@sail.in) of RSP
4. Sri Ramesha Kumar Behera, Jr.Mgr(MM) Purchase, email : [ramesha.behera@sail.in](mailto:ramesha.behera@sail.in) of RSP 7. Vehicle will be engaged within the 7 days from placement of order. In the event of delay in lifting, RSP reserves the right to arrange alternative source(s) for transportation of material at your risk & cost. The transportation will be covered under Inland insurance (TATA AIG) under marine policy of RSP.
8. Shortage: Cost of shortage material in excess of 0.5% will be recovered / deducted from pending /running bills /security deposit.
9. No detention charges will be paid extra at the point of loading or at the point of unloading for any reason whatsoever.
10. The transporter bill to be passed on receipt of weighment memo, Consignment Note, E-way bill, Invoice copy & RC book of vehicle and acknowledgement of receipt of consignment from Sri Niraj Kumar, GM,CO & CC, E.mail I.D. [niraj.kumar@sail.in](mailto:niraj.kumar@sail.in) of BSL,Bokaro.

### **Terms & conditions of Item No.2.**

1) The vehicle should be equipped with all necessary equipment's with valid documents as well as other accessories to protect the material from water or any other contamination during transit. Safe and secure transit of material shall be sole responsibility of the transporter.

2) Transporting of Sulphuric Acid from CCD to different user Departments(CPP-1,PBS & BOD Plant) by the Road (Through tankers)

Ø Loading will be done by CCD of RSP's arrangement.

Ø Unloading of the material (tanker) will be done by CPP-1, BOD & PBS of RSP.

Ø Vehicle opr. will assist in placement of hose etc. for loading and unloading

3) The job includes fixing and dis-connection of Loading/unloading hose, ensure no leakages during transit.

4) The tare weight of the tanker along with the carrier will be : Determined by taking weighment inside the plant.

Also Deptt. will go : For weighment of the tanker loaded with H<sub>2</sub>SO<sub>4</sub>(Sulphuric Acid) at CCD , to ensure the : Tonnage being carried out in the tankers. However, party will still have : To submit authorized documents certifying the capacity of the tanker.

5) CCD will be the nodal agency for executing authority for internal transport of Sulphuric Acid i.e. controlling, execution and job certification Deptt. Accordingly, as per requirement of different Deptt./section of RSP . CCD shall contact transporter and facilitate for deputing tanker, organize loading, shifting, unloading and certify the Tonnage for processing of the bills of the transporter.

6) The transporter bill to be passed on receipt of weighment memo, Consignment Note, RC book of vehicle and acknowledgement of receipt of consignment from Departments(CPP-1,PBS & BOD Plant etc.)

Sri Sanjeeban Behera, GM, CCD, RSP, E.mail I.D. [sanjeeban.behera@sail.in](mailto:sanjeeban.behera@sail.in) OR Rep. of HOD - CCD of RSP.

7) Safe work is the responsibility of the transporter. Safety norms and safety protocol of RSP is to be followed.

8) Job will be carried out "twice" in a month in A,B,C & G SHIFTS including Sunday and holidays or as per requirement of Department or as per instruction of the executing officer.

9) After loading of Sulphuric Acid at user department, A joint loading: Statement to be signed by the transporting agency and loading department representative. Similarly, at the unloading point, a joint unloading statement to be signed by the transporting agency and unloading department representative.

Un-signed memos shall not be considered for Payment.

- 10) Transporter has to remain in contact with CCD(O) planning/ representative of HOD – CCD to carry out shifting of required qty. of Sulphuric Acid internally from CCD to CPP-1, BOD, PBS etc.
- 11) Valid fitness certificate of vehicle to be used, Valid R/C, Valid D/L of driver with Aadhar card and all supporting documents related to Sulphuric Acid transportation tanker must be issued by the statutory authority.
- 12) Party should visit the site before quoting to understand the nature of job. The operating practice shall not be changed after award of contract. Hence, bidder must understand the job before quoting. Transporter to give a declaration that they have understood the scope of work, acceptance of special terms and conditions and penalty clause.
- 13) Carrying capacity of Sulphuric Acid tanker should be greater or equal to 20 Ton Minimum.
- 14) No detention charges will be paid extra at the point of loading or at the point of unloading for any reason whatsoever.
- 15) Party has to start the job within 7 days of order placement or as directed by the department after fulfilling all statutory requirements of RSP, failing which an amount of Rs.5000/Day will be imposed. Total penalty will be limited to 10% of contract value.
- 16) This is an intermittent nature of job. As per requirement, the contractor will be given 48 hours prior intimation over phone/ E-mail for placement of tanker at the required location/ Department. In the event of delay in lifting, RSP reserves the right to arrange alternative source(s) for transportation of material at your cost. Non-adherence/ Failure to provide tanker as per intimation given by user Department for every instance will lead to a penalty of Rs.5000/- per day. Total penalty will be limited to 10% of contract value.

#### **OTHER COMMON TERMS & CONDITIONS FOR ITEM NO.1 & 2**

- Ø The quantity may be enhanced up to 100% if further required by RSP.
- Ø All other terms & conditions similar to the terms & conditions of other outward contract.
- Ø The transporter will contact CCD every day to collect road delivery orders (dispatch program). DO/ SO issued by CCD Department shall ordinarily allow lifting time of 4 days (excluding the date of issue).
- Ø The transporters shall take all safety measures as per Govt. regulations.
- Ø The transporters shall take all statutory safety permission required for transportation as per Govt. regulations. Any penalty arising due to non-compliance of statutes will be to the transporter's account.
- Ø Paying Authority : GM(F&A), Store Bills, RSP, Rourkela.
- Ø Transporter shall engage only their own employees under the Motor Transport Workers Act, 1961 and other extant rules of transportation for the job.

#### **3.0 TENURE OF CONTRACT.**

The envisaged tenure of this contract is for One year . The period of Contract will be reckoned from the date of Formal Order. RSP reserve the right to extend the contract period till completion of order quantity with same rate, term & condition of original order. RSP also reserves the right:

- a. To accept or reject any or all the Tenders without assigning any reason thereof.
- b. Discovery of L1 price through Reverse Auction through GeM (RA).

#### **4.0 EARNEST MONEY DEPOSIT (EMD)**

EMD of Rs.1,00,000.00 (Rupees One lakh only) to be deposited through NEFT to RSP A/c no:10607498956, IFSC code: SBIN0009678, STATE BANK OF INDIA(SME Branch, Bisra Chowk, Rourkela, Odisha, PIN-769001.

Receipt of EMD submitted through online shall be submitted in offer.

OR

Alternately, Bidders may submit a signed Bid Securing declaration, as per format given in Annexure-I.

## **5.0 BANK GUARANTEE**

a. The Tenderer shall provide a Bank Guarantee for Rs.6,53,550.00 lakh (Rupees six lakh fifty three thousand five hundred fifty only) to indemnify the Plant towards loss/ damage to the Consignment when the materials are in Custody of the Transport Contractors. The Bank Guarantee should be valid for a period of 12 months or completion of contract whichever is later from the date of issue of Letter of Intent/formal order and subsequently the period may be extended in case Contract is extended by RSP. In case of non-submission of Bank Guarantee, equivalent payment may be withheld up by (F&A) from pending bills and same shall be payable after submission and subsequent confirmation of BG/SD from the Bank.

b. Immediately upon award of contract, the successful tender shall mobilize their resources within 3days for lifting of material.

c. Bank guarantee should be from nationalized Bank and operable & enforceable at any of the Rourkela branch and should be as per RSP's Format.

**6.0** The Tenderers will sign at the bottom of each page of the Tender conditions and other documents as a token of acceptance of all conditions and return all the papers connected with the Tender.

## **7.0 WEIGHMENT:**

Since there is possibility of variation between two weighments i.e., dispatched and destination stations / stores, the scale variation in quantity upto +/- 1% of the individual consignment of Sulphur will be the maximum limit.

A clear-cut shortage certificate has to be furnished by the Transporter immediately within 2 days of the Weighment of the Consignment taken at RSP otherwise recovery will be made for full shortage quantity without considering the allowable scale variation.

The Weighment taken at RSP weigh bridge/ weighing scale which ever necessary will be final and binding.

Cost of shortage beyond permissible limit will be recovered from the bills of the transporter and this will be

Reimbursable to the Transporter after the underwriter admits the claim and payment thereof is received by RSP.

If the driver or staff of the contractor is caught in a theft case, or during unauthorized movement of materials or in any activity which is punishable under the law or not authorized by the Company, the Contractor will bear full responsibility of the loss or other consequences which may affect the Company due to such illegal/ unauthorized acts, besides actions to terminate the contract by the company. The contractor shall be liable for action leading to banning business with him.

Drivers & helpers having ESI or personal Accident insurance of Rs. 3.0 Lakhs & legal liability coverage under vehicle insurance shall only be allowed to issue Gate passes or entry to Rourkela Steel Plant as a social security measure.

**MOTOR VEHICLE ACT 1988:** All formalities like Road permit, license, Road limits, etc. License for transportation of Sulphur required under the Motor Vehicle Act 1988 and Motor Vehicle Regulation Rules shall be arranged by the Transporter. The transporter shall ensure that Road Safety and Traffic Rules are strictly observed. All statutory requirements related to such Sulphur transportation shall be in the scope of the transporter. Sulphur Pellet is hazardous and governed under Explosive Act / Explosive Rules and other extant rules of Government. Statutory license for storage of Sulphur is in the Scope of Rourkela Steel Plant whereas all statutory license / permission from Govt of India and district authorities for transportation of Sulphur intra and inter state shall be in the scope of the Transporter.

## **8.0 INSURANCE:**

All consignments shall be carried at the transporter's risk. However necessary transit insurance will be arranged by RSP. This does not absolve the contractor's responsibility towards the safety of the consignment during the transit and delivery of the same in good condition.

The carrier shall be responsible for effecting insurance under the Indian Workmen's Compensation Act, Third Party Liability Insurance and any other insurance in accordance with the Indian laws and regulations at his own cost.

RSP shall not be responsible for any damage to the trucks suffered by the Transporter during the course of operation and the Transporter in his own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained by the Company.

## **9.0 SPECIAL TERMS AND CONDITIONS**

In case of any controversy the matter should be referred to the RSP. RSP's clarification/ decision will be final and binding on the transporter.

## **10.0 REPORTING/ PLACEMENT OF TRUCKS:**

Normally Trucks should be placed within 3 days and in case of urgency /exigency within 24 Hrs of telephonic intimation followed by written/electronic confirmation, failing which extra freight, if any, incurred due to transportation of Consignment shall be recovered from the Transporter's Bill(s).

Over and above, any failure to deploy the truck to lift material within specified period as communicated in writing / electronically shall attract a penalty of Rs. 1000/- (This penalty will be imposed per failure irrespective of no. of trucks or Tonnage.). However, no detention charges/claims for non-utilization of trucks on requisitions will be admissible.

**11.0 Transit Period:** Four (04) days excluding loading and unloading days.

**12.0** Transporter shall be paid freight charges as per Rate fixed per MT of material transported. The weight material as per RSP weighbridge will be final. However, for part quantity payment shall be made on pro rata basis.

Transporter to arrange suitable size of truck with open dulla duly secured and covered with tarpaulin tightened with rope for secure transportation of Sulphur on regular basis so that no spillage occurs.

## **13.0 STATUTORY PERMISSION AND e-WAY BILL**

Sulphur is Hazardous, inflammable and governed under explosive Act/explosive rule. Statutory License for storage is under RSP Scope where as all statutory license/ Permission from Govt. authorities / district administration for transportation of Sulphur inter and intra state shall be in the scope of transporter. The transporter shall arrange e-way bill by their own for transportation of Sulphur.

## **14.0 FORFEITURE & DEBAR:**

In case a L1 Transporter does not start the job within 7 days of issue of Order or advised by RSP Mgmt. on any pre text action shall be taken immediately & will be debarred from doing any business dealing with RSP for a period of 1 year from the Acceptance of Tender.

## **15.0 LATE DELIVERY:**

The transporter shall inform consignment control section of Stores Dept., RSP immediately in the event of en-route break down about the nature of the break down & likely no. of hours of delay for further delivery



of consignment. In case of delayed delivery, beyond the permissible time, penalty will be imposed as follows: -

Delayed up to 1 week : @ 0.5 % of the transportation bill per day for the Total Period.

Delayed up to 2 weeks : @ 1.0 % of the transportation bill per day for the Total Period

Delayed up to 3 week : @ 1.5 % of the transportation bill per day for the Total Period.

Delayed beyond 3 weeks : @ 2.0 % of the transportation bill per day subject to maximum 10% of the total bill to be deducted.

#### **16.0 UNLOADING AND LOADING OF MATERIAL:**

Loading of Material is on the account of the Transporter. The materials transported shall be delivered by the Transporter at Sulphur Go down at CCD, Rourkela Steel Plant, Rourkela 769 011. Unloading is also on the account of the Transporter.

#### **17.0 TRANSSHIPMENT**

Transporter should provide direct trucks/ trailers for the destination. However, if it becomes unavoidable, transshipment may be permitted as a special case, subject to advance approval of the executing authority

of RSP. However, transporter will have to take adequate care to ensure safe and timely delivery of material at destination and other excise formalities to ensure that RSP's GST benefits are protected.

Unauthorized transshipment of material will attract a penalty of Rs. 5000/- per truck. In case of Smalls, penalty will not be imposed.

#### **18.0 PAYMENT:**

100% within 30 days against submission of bills at consignment control section. Payment shall be done on actual transportation on per Ton basis. However, for part qty transportation pro-rata payment shall be applicable.

The bills will be supported by the following documents unless otherwise specified.

a. Bill in triplicate.

b. Receipted copy of Lorry Receipt (Consignment Note) by the authorized representative of consignee with endorsement of receipt of goods and date of receipt suitable remarks of full truck load. In case of full Truck Load, the Lorry Receipt (Consignment Note) and also the bill will indicate the truck No. and weight of the material and in case of transshipment en route, for any reason, the transhipped truck Nos. should be indicated.

c. The received consignment Note countersigned by the Executive of the CCD Department, RSP i.e., the Consignee acknowledging the receipt of material in good condition should accompany the bill.

#### **19.0 RECOVERY OF DUES:**

Any sum of money due and payable to the Company (including refundable Security Deposit under this Contract) may be appropriated by SAIL, set off against any claim of SAIL, RSP or Govt. or such other person/persons including other units under SAIL, without prior instruction for the payment of the sum of money arising out of or under any other Contract/ Tender or such other person/persons including other unit under SAIL.

Any shortage/ breakage/ damage found in the material transported the cost of such shortage/breakage/ damage shall be received from the amount payable to the contractor in case they fail to certificate towards shortage/ breakage/ damage.

19.1 COORDINATING AGENCY: Consignment Control Section of Stores Department, Rourkela Steel Plant.

## **20.0 BREACH OF CONTRACT:**

In case of breach of any terms and condition of the contract by the Transport Contractor, RSP management reserves the right to forfeit the Security Deposit and retain the same as cost of damages and compensation for the said breach, without prejudice to the other rights of RSP to recover any further sum or cost of damages from any sum due or which may come to be due to the Transport Contractor from RSP or otherwise and terminate the Contract forthwith.

## **21.0 RISK & COST:**

The Contractor shall ensure that the work entrusted to him under the Contract is executed to the full satisfaction of RSP management. Failure on his part to perform his obligation under the contract to the full satisfaction of the RSP management the authority will be entitled for termination of the contract. In such an event the Company shall get the work executed at the Contractor's risk and cost by alternative arrangement & extra expenditure incurred by RSP will be recovered from the defaulted contractor. In case of failure in lifting the material within schedule time, RSP reserves the right to: Get the contract executed by alternate means & the extra expenditure, if any, shall be recovered from the pending bills of defaulted Transporter. Risk Purchase notice shall be given to the defaulted transporter and order shall be finalized on alternative source. The mode of tendering against Risk Purchase shall be amongst the existing Transporters in the subject case excluding the defaulted transporter or by obtaining spot quotations depending the urgency of the case.

No Transporter shall be allowed to withdraw from the contract during its validity. In case, any transporter withdraws their services during the validity period, their SD and BG shall be forfeited.

## **22.0 REFUND OF BANK GUARANTEE:**

After expiry of the contract and its due performance by the contractor and on submission of "NO DEMAND CERTIFICATE" from the concerned agency of RSP, Security Deposit /Bank Guarantee shall be returned to the Contractor. No claim by the Contractor for interest/ depreciation of the Security Deposit shall be admissible.

## **23.0 ILLEGAL GRATIFICATION / ACTIVITY:**

Any bribe such as commission, gift or advantage given, promised or offered by or on behalf of the contractor or their partner or servant or any one on their behalf to any officer, servant, representative or agent of RSP or any person on their behalf in relation to obtaining or execution of this or any other contract with RSP for showing or for bearing to show favour or disfavour to any person in relation to this or any other contract as aforesaid shall subject the contractor to cancellation of this contract and also for payment to the Company for any loss or damage resulting from any such cancellation to the like extent.

'Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will abide by the following clause:-

"This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we notice any such happening, we shall report it to SAIL vigilance."

## **24.0 LIAISON:**

The authorized representative of the transport contractor shall be in contact with RSP daily for any requirement of trucks/ trailers etc. For transportation or collection of necessary requisition of paper/ authorization etc. The Contractor shall be in touch with the RSP resident officers/ Liaison officers of Bhubaneswar and Rourkela to receive instruction/ communication for requirement of truck for transportation.

## **25.0 ROAD PERMITS**

The transport contractor shall ensure that their vehicles and employees have necessary valid permits/ passes/ documents and permissions to facilitate free movements, entry/ exit on roads/ specified areas. The Drivers should have valid Motor Vehicle Licenses to drive such type of Vehicles.

## **26.0 LOSS OF DOCUMENTS:**

There would be penalty of Rs 2000/- for any instance of loss of documents, Wrong Delivery of document (e.g. wrong vehicle no. in way bill and TC copy of other party etc.). In addition, the GST value as appearing in the invoice, would be recovered from the bills of the Transporter till the revised documentation enables the consignee to credit to its account the relevant GST amount.

## **27.0 SAFETY OF MATERIALS**

The transporter shall take all care and precautions to ensure that the materials/ goods are not damaged during transit and during its custody with him. The material/ goods should be properly covered with tarpaulin to ensure that damages due to rain and other climatic conditions are avoided. The material/goods shall be transported in Lorries and by Road only.

The Contractor should not resort to any manipulation of weight and / or misappropriation of Sulphur Consignments handed over to him for transportation. In case it is detected that RSP has sustained loss due to such manipulation of Consignment, a penalty twice the value of materials short delivered will be deducted from the Contractor's bill besides other action as deemed fit. In the case of shortage arising out of the malpractice the scale variation limit of +/- 1 % shall be in-operative while computing the penalty for the Consignment delivered less. In case of repeated malpractice the business dealing with the Contractor will be banned under intimation to other Sister Steel Plants.

## **28.0 ARBITRATION:**

In the event of any dispute or difference arising out of the contract, the same shall be referred to for the Arbitration of Sole Arbitrator nominated by an institution dealing with the arbitration as per their rule. Either of the party to the this contract shall request the Director In charge of RSP to make a reference to such institution, for appointment of an arbitrator and for making an award in terms of Arbitration and Conciliation Act, 1996 by the said Sole Arbitrator.

All sittings of the arbitration shall take place at Rourkela unless otherwise directed, supply/sale/ purchase/ transportation of materials or execution of any work under the contract shall continue, if possible, during the arbitration proceedings and no payment due shall be withheld on account of such proceedings. It is a term of this agreement that notwithstanding the manner in which the agreement has been reached, this agreement shall be deemed to have been formed entirely at Rourkela. All kinds of legal proceedings shall be cognizable and tried only in appropriate court exercising territorial jurisdiction over RSP.

## **29.0 LEGAL PROCEEDINGS:**

All kinds of legal proceedings against SAIL, RSP in any matter arising out of this contract/text be instituted in appropriate Civil Court at Rourkela.

## **30.0 LEGAL JURISDICTION:**

All suits and legal proceedings by or against RSP in any matter arising out of the tender shall be triable only by the appropriate civil court at Rourkela, India.

### **31.0 ACT COMPLIANCE:**

All formalities like Road Permits, License etc. required under the Motor Vehicle Taxation Act should be arranged by the Contractor. No letter of priority for purchase of new vehicles will be issued to the contractor by RSP. Vehicles engaged by transporters should have valid documents like road tax, Insurance, PUC Certificate and should comply with Motor Vehicle Act or any other law of the Land for the purpose as applicable. The contractor will ensure that the traffic rules are strictly observed.

### **32.0 SAFETY AND SECURITY RULES OF THE PLANT**

Admission passes will be issued to the authorized representative of the transporter by CISF/ RSP on the recommendation of Executing Authority, RSP. It will be the sole responsibility of the transporter to see such passes are not misused by any unauthorized person inside the plant, specified area. Inside the plant trucks should maintain speed limits specified and the safety rules specified from time to time must be followed. If a driver or any other person of the transporter causes loss to the property of RSP or is involved in any theft case or any other unauthorized movement of the material or any activity which is punishable under law or not authorized by RSP the transporter shall bear full responsibility for the loss and other consequences which may result to the client due to causes, actions attributable to the transporter's representative (including driver, khalasi). The transporter shall compensate RSP for any damages, losses suffered by RSP while operating inside RSP.

### **33.0 FORCE MAJEURE CLAUSE:**

The company and the contractor shall not in any way, liable for non performance

either in whole or in part in the contract or for delay in performance thereof in consequences of any legal strike, legal lock out, fire, flood or accident to machinery, riots/wars or other acts of God or insurrection or restraints imposed by Government, act of legislature or Port Trust, Railways, Custom Authorities and movement/Civil Commotion/blockade/breaches of roads and bridges. On the occurrence of the force majeure conditions, the party concerned shall notify the other party immediately.

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### **PVC Clause:**

The transportation rates shall be linked to the price of diesel at Rourkela (Municipal Area) and the base date shall be the 1st date of on-line auction/Opening of price bid. Transportation Charge will increase/ decrease by 30% of the percentage increase/ decrease in the diesel price. Escalation/ De-escalation shall not be admissible before minimum cumulative increase/ decrease of Rs.5 per Litre. Price to be revised only once in a fortnight i.e. based on price of HSD ruling in Rourkela on 15th and last day of every month. No escalation in rates for any other reason whatsoever will be entertained during the pendency of the Contract.

### **34.0 NOTES:**

1. There are two types of services in this tender. Item No.1: Transportation/shifting of Sulphuric Acid from CCD, RSP to BSL.(Qty-6000MT) & Item No.2: Transporting/Shifting of Sulphuric Acid internally from CCD to CPP-1, BOD, PBS etc.(Qty-600MT).However, being a service contract qty is mentioned as "1". Bidders are requested to quote the total amount with tax for total qty in financial bid for this tender.
2. EMD of Rs. 1,00,000/-(Rupees One lakh only) to be deposited through NEFT to RSP A/c no: 10607498956, IFSC code: SBIN0009678, STATE BANK OF INDIA (SME Branch, Bisra Chowk, Rourkela, Odisha,PIN- 769001. OR Alternately, Bidders may submit a signed Bid Securing declaration in lieu of EMD, as per Format given in Annexure-I.
3. Bidders are requested to submit duly filled up, signed and stamped declarations as per attached format in Gem bid.
4. Successful bidder has to provide the unit wise price breakup of for placement of order.

5. In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities, performance and fraudulent practice such as misrepresentation of facts and/or fudging/forging/tempering of documents for participation in the tender process or to secure a contract or in execution of the contract by the tenderer, after receipt of tender but before the opening of the

Price Bids, the quotation / tender submitted by such tenderer is liable to be rejected on the basis of recorded reasons and with the approval of the Next Higher Authority /Chief Executive Officer of the Plants/ Chief Executive of the Units. If such report is received after opening of the price bids, then also the quotation / tender of that tenderer is liable to be rejected after recording the reasons and with the approval of the Next Higher Authority / Chief Executive Officer of the Plants/ Chief Executive of the Units"

6. The firms participated in this bid shall be deemed to have accepted all terms and conditions of the bid. Hence,

Bidders may enquire the details before submission of bid.

7. Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will abide by the following clause: -"This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we notice any such happening, we shall report it to SAIL vigilance."

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## 2. 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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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 governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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---