



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5809638
Dated/दिनांक : 11-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-01-2025 16:30:00
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	buyer74.sail.or@gembuyer.in
Total Quantity/कुल मात्रा	61216
Item Category/मद केटेगरी	SODIUM HYPOCHLORITE, CONTENT 8-12%
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SODIUM HYPOCHLORITE,CONTENT 8-12%
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Sodium Hypochlorite (Industrial Grade) - ONGC, Sodium Azide, Blood Sample Collection Tubes, Sodium Hypochlorite Solution for Water Maker - ONGC, Sodium Hypochlorite Solution for Bulk Supply (V2) as per IS 11673 (Part 1), Sodium Acifluorfen 16.5 % + Clodinafop propargyl 8% EC, Switch Mode Power Supply (SMPS) as per IS 14886:, Sodium Hypochlorite Solution (V2) as per IS 11673 (Part 1), HDMI 8 x 8 Switcher, 8-Hydroxyquinoline
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Sodium Hypochlorite Solution (V2) as per IS 11673 (Part 1)
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),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

Bid Details/बिड विवरण	
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
ITC available to buyer/क्रिता 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
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	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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

SODIUM HYPOCHLORITE, CONTENT 8-12% (61216 kilogram)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	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	AJIT KUMAR SAHOO	769011,PS-II STORE, SAIL - ROURKELA STEEL PLANT	61216	60

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 regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

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

3. 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.

4. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA:

1. THE BIDDER SHOULD HAVE SUPPLIED SODIUM HYPOCHLORITE 8-12% IN AT LEAST ONE OF THE LAST SEVEN FINANCIAL YEARS INCLUDING CURRENT FY BEFORE THE BID OPENING DATE TO ANY CENTRAL / STATE GOVT ORGANIZATION / PSU / PUBLIC LISTED COMPANY.

FOLLOWING DOCUMENTS ARE TO BE SUBMITTED ALONG WITH BID:

1. COPIES OF RELEVANT CONTRACT / PURCHASE ORDER PLACED BY PURCHASER.

2. DOCUMENTS IN SUPPORT OF CONFIRMATION OF SUPPLY (DAY BOOK / CHALLAN / INVOICE / COPY OF ELECTRONIC RECORDS OF SUPPLY MADE AGAINST THE PURCHASE ORDER).

NOTE:

“VENDORS WHO WERE TECHNICALLY SUITABLE AGAINST GEM BID NO. GEM/2024/B/4647511 NEED NOT SUBMIT ANY DOCUMENTS IN SUPPORT OF THE ELIGIBILITY CRITERIA OF THE BID. HOWEVER, ALL SUCH BIDDERS HAVE TO SUBMIT PROOF OF MSE STATUS (IN CASE OF MANUFACTURERS)/OEM AUTHORIZATION (IN CASE OF DEALERS) AS WELL AS MII LOCAL CONTENT DECLARATION & FILLED AND SIGNED ANNEXURES. ANY NEW FIRM PARTICIPATING SHOULD SUBMIT ALL REQUIRED DOCUMENTS IN SUPPORT OF ELIGIBILITY CRITERIA OF BID”.

SPECIAL TERMS & CONDITIONS :

[1] MATERIAL OF EACH CONSIGNMENT IS TO BE TESTED AS PER METHODS PRESCRIBED IN IS 11673:1992 AND TEST CERTIFICATE IS TO BE ISSUED FOR EACH CONSIGNMENT BY AUTHORIZED SIGNATORY OF MANUFACTURER/ NABL ACCREDITED LABORATORY.

[2] SUPPLIER SHALL GIVE PRIOR INFORMATION TO RSP FOR ANY EVENT THAT MAY AFFECT REGULAR DISPATCH OF THE MATERIAL.

[3] RSP RESERVES THE RIGHT FOR AUDIT CHECK/ RANDOM INSPECTION OF ANY CONSIGNMENT AT THE TIME OF DELIVERY.

[4] MATERIAL SUPPLIED MUST BE HAVING MINIMUM BALANCED SHELF LIFE OF ATLEAST 6 MONTHS FROM THE DATE OF RECEIPT OF STORES.

[5] TENTATIVE REQUIREMENT OF THE MATERIAL SHALL BE 20000 KGS (20 TON) PER MONTH AND DELIVERY SHALL BE MADE ACCORDINGLY OR AS PER COMMUNICATED BY THE DEPARTMENT.

INSPECTION TERM:

INSPECTION : BY MANAGER(INSPECTION)MM AT RSP STORES AFTER RECEIPT. ACCEPTANCE OF MATERIAL WILL BE DONE ON THE BASIS OF TEST CERTIFICATE, MSDS PROVIDED BY SUPPLIER. TEST CERTIFICATE IS TO BE FURNISHED WITH EVERY CONSIGNMENT.

GURANTEE CLAUSE:

SUPPLIER SHOULD GUARANTEE FOR SUPPLY OF MATERIAL AS PER SPECIFICATION AND ISSUE GUARANTEE CERTIFICATE TO THIS EFFECT. GUARANTEE CERTIFICATE SHALL CLEARLY INDICATE CHEMICAL NAME AND COMPOSITION, NAME OF MANUFACTURER, DATE OF MANUFACTURE, SHELF LIFE OF THE MATERIAL SUPPLIED. MATERIAL SUPPLIED MUST BE HAVING MINIMUM BALANCED SHELF LIFE OF ATLEAST 6 MONTHS FROM THE DATE OF RECEIPT OF STORES.

PRICE VARIATION CLAUSE:

FIRM TILL DELIVERY.

DELIVERY REQUIREMENT :

[1] DISPATCH SHOULD BE PLANNED IN CONSULTATION AND AS PER REQUIREMENT OF THE DEPARTMENT.

PACKAGING CLAUSE :

PACKAGEING SHOULD BE DONE IN LEAK PROOF DRUMS OF MAX CAPACITY 50 KGS.

PLACE OF INSPECTION :

SAIL-RSP PS-II STORES AFTER RECEIPT OF MATERIALS.

INSPECTION AGENCY :

MANAGER,INSPECTION,RSP.

DECLARATION BY BIDDER(s):

BY PARTICIPATION IN THIS TENDER THE BIDDER / BIDDER 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 BIDDER OR COMPETITOR) REGARDING:
 - I. PRICES;
 - II. METHODS, FACTORS OR FORMULAS USED TO CALCULATE PRICES;
 - III. AN INTENTION OR DECISION TO SUBMIT A BID;
 - IV. AN INTENTION OR DECISION TO WITHDRAW A BID;
 - V. THE SUBMISSION OF BID THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF THE TENDER;
 - VI. THE QUALITY, QUANTITY, 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 PARAGRAPH 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 ANY WHERE IN THE TENDER SUBMITTED INCLUDING ANNEXURES THERE TO
- 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.

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.

BIDDERS TO NOTE:

I. NO TECHNICAL DEVIATION IS ACCEPTABLE. BY SUBMITTING OFFER AGAINST THIS BID, THE BIDDER IS ACCEPTING ALL TERMS & CONDITIONS OF THE BID AS WELL AS GEM TERMS & CONDITIONS.

II. ALL PRICES QUOTED IN GEM WILL BE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/ DUTIES.

III. SAIL-ROURKELA STEEL PLANT (RSP) IS ENTITLED TO CLAIM CREDIT OF INPUT TAX (ITC) PAID ON THE SUPPLY OF THE BID ITEM (AS APPLICABLE). BIDDERS ARE REQUESTED TO UPDATE THE FIRM'S GST REGISTRATION STATUS PRIOR TO PARTICIPATING IN THE BID. SINCE ALL PRICES TO BE QUOTED IN GEM ARE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/ DUTIES, THE CASE WILL BE EVALUATED ACCORDINGLY.

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. EARNEST MONEY DEPOSIT (EMD) – IN PLACE OF EMD, BIDDERS MAY SUBMIT A “SIGNED BID SECURING DECLARATION”. A FORMAT FOR BID SECURITY DECLARATION IS ATTACHED WITH THE TENDER. OFFERS OF BIDDERS WHO DO NOT SUBMIT THE ABOVE DOCUMENT(S) WILL NOT BE CONSIDERED FURTHER.

VI. ANY TECHNICAL QUERY/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPRESENTATION FUNCTIONALITY AVAILABLE AGAINST THIS BID.

VII. THE OFFERS OF ANY BIDDER WHOSE PERFORMANCE IN SAIL-RSP HAS BEEN FOUND UNSATISFACTORY, WILL NOT BE CONSIDERED AND SAIL-RSP RESERVES THE RIGHT TO SUMMARILY REJECT SUCH OFFERS DURING ANY STAGE OF THE TENDER.

VIII. 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 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 SAIL-RSP, 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.

IX. BEFORE DISPATCHING THE MATERIAL, SELLER(S) MUST ENSURE THE FOLLOWING: -

A. GEM CONTRACT IS DULY ACCEPTED.

B. GEM FEES HAS BEEN PAID (IF ANY, FOR CONTRACT ACCEPTANCE)

C. GEM CONTRACT SHOULD REMAIN VALID TILL RECEIPT OF MATERIAL AT CONSIGNEE LOCATION.

D. INVOICES HAVE BEEN CREATED IN GEM, CONFIRMING DISPATCH OF MATERIAL

X. SAIL-RSP WILL BE PLACING BACK-UP ORDER AGAINST GEM CONTRACT(S) ON SUCCESSFUL BIDDER(S). SAIL-RSP'S BACK-UP PURCHASE ORDER, HOWEVER, WILL BE RELEASED ONLY AFTER ACCEPTANCE OF CONTRACT BY SELLER IN GEM. THE CONCERNED BIDDER HAS TO MENTION THE BACK-UP ORDER NUMBER IN THE INVOICES FOR PROPER ACCOUNTING OF MATERIAL UPON RECEIPT IN RSP.

XI. FURTHER, NON-COMPLIANCE OF THE REQUISITES IN “X” & “XI”, SHALL BE AT THE RISK OF THE VENDOR AND ANY DELAY(S) ARISING OUT OF SUCH NON-COMPLIANCE, SHALL BE ON VENDOR'S ACCOUNT.

XII. 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

7. 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---