

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687740658162

अनुबंध तिथि | Generated Date : 22-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4860160](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : Steel Authority of India Limited संगठन का नाम   Organisation Name : Bhilai Steel Plant कार्यालय क्षेत्र   Office Zone : Materials Management	पद   Designation : DGM MECH PURCHASE संपर्क नंबर   Contact No. : 788-2860967- ईमेल आईडी   Email ID : rahularora@sail.in जीएसटीआईएन   GSTIN : - पता   Address : Boria Storage Complex, Bhilai Steel Plant Bhilai-490001, DURG, CHHATTISGARH-490001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: ED वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: ED	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : DYGENMGR ईमेल आईडी   Email ID : sseth@sail.in जीएसटीआईएन   GSTIN : - पता   Address: Room No. 304A, 3rd Floor, Ispat Bhavan Bhilai Steel Plant Bhilai-490001, Durg, CHHATTISGARH-490001, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 9135200001387833 कंपनी का नाम   Company Name : VISHVA VISHAL REFRACTORY LIMITED संपर्क नंबर   Contact No. : 07024214711 ईमेल आईडी   Email ID : marketing.vvel@vvreactory.com पता   Address : 4/5,,INDUSTRIAL ESTATE,,NANDINI ROAD, BHILAI,BHILAI, Durg, CHHATTISGARH-490026, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 22AAACV1290N1ZA (R) , (M)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Tundish Refractory For Slab Caster Backup Lining ब्रांड   Brand : VISHVA VISHAL REFRACTORY LTD ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Tundish Refractory For Slab Caster Backup Lining (Q3) मॉडल   Model: Tundish Refractory For Slab Caster Backup Lining एचएसएन कोड   HSN Code: HSN not specified by seller	3	set	689,997.7	NA	2,069,993.1
2	उत्पाद का नाम   Product Name : Tundish Refractory And Backup Lining For Slab Caster Working Lining ब्रांड   Brand : VISHVA VISHAL REFRACTORY LTD ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Tundish Refractory And Backup Lining For Slab Caster Working Lining (Q3) मॉडल   Model: Tundish Refractory And Backup Lining For Slab Cast एचएसएन कोड   HSN Code: HSN not specified by seller	337	set	366,584.8	NA	123,539,077.6
कुल ऑर्डर मूल्य   Total Order Value (in INR)						125,609,070.7

परोक्षी विवरण   Consignee Detail
दिनांक के बाद वितरण पूरा कब

क्र.सं.   S.No	प्रेषित   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	डिलीवरी शुरू करना है   Delivery Start After	तक करना है   Delivery To Be Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : naramesh@sail.in संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : Refractory Stores, Bhilai Steel Plant., DURG, CHHATTISGARH-490001, India	Tundish Refractory For Slab Caster Backup Lining	-	3	22-Jun-2024	05-Sep-2025
		Tundish Refractory And Backup Lining For Slab Caster Working Lining	-	337	22-Jun-2024	05-Sep-2025

#### Product Specification for Tundish Refractory For Slab Caster Backup Lining

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/11/85/258/CatalogAttrs/SpecificationDocument/2024/4/26/2024_04_26_13_27_44_11_2024-04-26-13-27-45_8a0a912daa8fe303cf355f2bd10c2875.pdf
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#### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2351708/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/13/specification_backup_l_2024-04-13-15-19-03_1f88cb69913c43fb3fffb84f3757fb7e.pdf
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#### Product Specification for Tundish Refractory And Backup Lining For Slab Caster Working Lining

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/11/85/258/CatalogAttrs/SpecificationDocument/2024/4/26/2024_04_26_14_05_54_12_2024-04-26-14-06-27_945f0a86ba216021a039bc83b458b83e.pdf
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#### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2351708/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/13/specification_wl_2024-04-13-15-16-09_82299e5c1d7431fd0195a1e7c1544656.pdf
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#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 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.

###### 2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**Item : Tundish Refractory and Backup Lining for Slab Caster 1,2 & 3, for SMS-2**

1. The instant proposal is for procurement & Application of Tundish Refractories and Backup Lining For Slab Caster M/c-1,2 & 3 on TTM basis for SMS-2. Details of the item to be procured is as under:

S.No.	Material Code	Material Description	UOM	Tendered Quantity	Tentative Delivery Date
1	71510200000005	TUNDISH REFRACTORY F OR SLAB CASTER	SET	481 SETS WORKING LINING Including Application + 4 SETS BACKUP LINING Including Application	260 SETS BY 31.03.2025 AND 221 SETS BY 30.06.2025
2	71510200000007	TUNDISH REFRACTORY BACKUP LINING	SET		2 SETS BY 31.03.2025 AND 2 SETS BY 30.06.2025

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**I. ELIGIBILITY CRITERIA FOR VENDORS**

**Offers of the bidders shall not be considered and rejected : Business dealings with whom have been banned by SAIL/BSP / Specific adverse report is received against whom in respect of capabilities and performance / Business restrictions against whom have been imposed by SAIL/BSP."**

**1.The bidder shall be an Indian Refractory manufacturer (Class-I or Class-II local supplier as per Order No. P-45021/2/2017 PP (BEII) of DPIIT, Ministry of Commerce, GOI). The manufacturer shall submit:**

- Self-attested copies of suitable documents like GST Registration/Business License / ISO certificate or any other Govt. certified document for evidence of bidder's status as manufacturer of the refractory material.**
- Certificate of value addition in India from competent authority and in specific format as stipulated in the tender.**

**2. The average financial turnover in the last three financial years ending on 31st March of previous financial year should be at least Rs. 666.67 Lakhs. Audited P&L accounts/ balance sheet will be required to be submitted. The turnover certificate and the audited Profit and Loss account certified by the CA member from 01.07.2019 onwards, submitted by party/tenderer in support of the turnover against the eligibility criteria shall contain the Unique Document Identification Number (U DIN).**

**3. The Bidders should have successfully completed similar orders to any Govt. Organizations, PSUs or Public Limited Companies in India, with a minimum heat size of 110 tons and processing through BOF/EAF-LF/ARS/RH/VAD-CCS route during last five years ending last day of the month previous to the one in which tenders are invited should be either of the following: -**

- Three similar complete orders, each valuing not less than Rs. 280 lakhs**  
**OR**
- Two similar completed orders, each valuing not less than Rs. 373.33 lakhs**  
**OR**
- One similar completed order valuing not less than Rs. 560 lakhs.**

**In support of Eligibility & Experience, the tenderer is required to submit self-certified documents of Purchase orders & corresponding supply Invoices/ E-Way Bill/ Completion Certificate/Performance Certificate etc.**

**4.Vendors included in CVL (Common Vendor List) of SAIL Guidelines for Standardization of Refractory Procurement Process (vide No.: CMMG/SGSRPP:2023. Date 26.04.2023) for Tundish Refractory for Slab Casters shall be considered eligible for the tender irrespective of fulfilling the above mentioned eligibility criteria Sl. no. 1 to 3.**

**Note: "Similar Order" means Set of Tundish Refractory for Slab Casters (including Working lining of DVM and Backup lining) on Total Tundish Management basis along with application.**

Note: (i) All the documents should be self-attested.

## II. Special TERMS AND CONDITIONS

### Special conditions of Slab tundish refractory of Slab Casters- 1,2 and 3

Detailed terms and conditions for procurement of Tundish Refractory for Slab Casters # 1,2, and 3 for Quantity of 481 sets of working lining and 4 sets of Backup lining in FY 2024-25 on Total Tundish Management basis (TTM):

1) Basis of price evaluation: Party will quote price on Rs. per set basis including GST. Evaluation shall be done on overall lot basis and quoting of price including Supply and Application.

Successful tenderer/bidders have to submit Bill of Material (BOM) per set basis for working lining and backup lining separately. Party should submit item wise quantity required per set e.g.:

Sl. Item	Unit	Qty. per set
1. Composite Well Block	Nos.	
2. Mono Block Stopper	Nos.	
3. Sub-entry Nozzle	Nos.	
4. Ladle Shroud (with Argon Purging)	Nos.	
5. D V Mass	MT	
6. Wear Pad	Sets/Nos.	
7. Argon Purging	Nos.	Sets/Nos.
8. Turbo Inhibition	Nos.	
9. Stopper Pin( with spherical seal)	Nos.	
10. Tundish Covering Compound	Kgs.	
11. Castable for fixing of Composite Well block	Kgs.	
12. Patching castable	Kgs.	
13. Castable for backup lining	Kgs/Ton	
14. SS Anchor	Nos.	
15. Welding rod	Nos.	
16. Tundish insulation Board behind backup	Sq M	
17. Basic Covering Compound	Kgs.	

(Specification given by BSP for BCC)

18. Application Charges: Application is to be done by vendor and in the price breakup vendor has to show application charges and GST on application charges for working lining and Backup lining separately.

However, during the period of contract if party feels the need to revise the bill of materials depending on consumption/requirement, the same shall be done with the approval of BSP once during the contract period. In such case the total cost of the tundish set shall remain unchanged.

Indicative specifications for Slab Caster Tundish refractory:

a) Indicative Specification for slab tundish refractory attached to PR in Annexure-1.

b) The attached specification of slab tundish refractory is generic/ indicative. Party may offer equivalent or better quality to suite/meet the requirement of the shop.

**Note:**

1. Composite Well Block fixing/Backup lining patching is to be done by party with their own castable.
  2. Tundish Covering Compound should be delivered in suitable Jumbo bag with handle for lifting same as last cycle. Tundish covering compound to be supplied should make first layer of Basic covering compound followed with insulating acidic covering compound.
  3. Ladle Shroud should be along with argon purging system suited to BSP slag detection system. Shroud to be supplied as per new drawing and should give a life of 10 hrs.
  4. Mono block stopper is to be set by party.
  5. SEN should be made with zircon band of 200 mm length from bottom and should give a life of 9 hrs.
  6. The tundish will be put down for Backup lining only after joint inspection by BSP/PARTY. Breaking of old Backup lining is in the scope of party. Backup lining done by BSP (Premature failure of backup lining or backup lining achieved guaranteed life or more and ready for installation) shall be handed over to party for breaking of castable and they have to do back up lining immediately.
  7. To run the contract the party will be allowed to use Tundishes with BSP's Backup lining and interim repair like minor patching if any shall be done by the vendor with their own castable.
  8. Distribution of the available fleet size of tundishes shall be done by the shop and that will be binding on the vendor. Vendor has to maintain the availability of tundishes for production within the allocated fleet size.
  9. Supply and application of Castable/anchors/insulation board etc. for Backup lining and undertake interim repair of Backup lining with their own castable/manpower.
  10. Immediately after placement of order, tundishes will be provided to the party in phased manner for dismantling and relining of back up castable. It will be ensured that the tundishes ordered for relining are brought back to circulation within 3 months of commencement of order. Any damage to permanent lining on account of forced deskulling shall be repaired by party including welding of new anchors. Party shall use their own new anchors, castable and welding rods for this purpose. Arrangement of welder for anchor welding will be in the supplier's scope.
- In addition to the above, the facilities for hot air generation, pneumatic vibration, argon purging facility with fine control, PAN Mixer required for castable mixing etc and tools and tackles should be provided by the party on returnable basis at no extra cost to Bhilai Steel Plant.
11. Party shall arrange to lift any item which is rejected by shop due to poor performance within 30 days after intimation. After 30 days shop/refractory store will not be responsible for any loss or damage of rejected material. Party shall be responsible for housekeeping of the area used by them for tundish preparation and proper stacking of the material at site. Application is to be done by party for both tundish refractory and back up lining.

2) The party should supply the material generally as per BSPs drawing and specifications wherever mentioned. However, party may supply the material as per their own drawing and specifications for achieving the guaranteed performance but should suit the BSP Tundish and casting machines. In case party wants to modify (drawings/specifications) the same may be done with prior consent of Bhilai Steel Plant shall be obtained by party. The party should ensure the quality of materials to achieve desired performance.

**3) Guarantee:**

**A. For Tundish working lining life:**

The party shall guarantee a minimum life of 7 hours and 35 min. of casting in a sequence, for all the items collectively.

**B. For Tundish Backup Lining:**

The party shall guarantee a minimum life for casting duration of 865 hours using one set of Tundish backup lining refractories for all the items collectively. In case of failure of tundish backup (permanent) lining before the stipulated guarantee life for the reasons mentioned below, it will be treated as material failure: -

- (a) Visible defect/dimensional variation.
- (b) If there is a metal through, red spot and lining failure is established.
- (c) If there is a lining breakage and /or opening of joint and material failure is established.

**4) Payment Terms:**

**4.1 Payment:** - 50% Material Value with 100% taxes, duties against GRN. Payment of balance 50% Material value on performance basis for working lining, whereas 80% of material value along with 100% taxes, duties against GRN and balance 20% on performance basis for Back up lining.

**Application cost:** - 100% on performance basis.

Performance report shall be issued on monthly basis for release of payment and it would be monitored by BSP and balance payment for tundish working lining and tundish backup lining will be made on monthly basis after submission of Performance Report duly signed by I/c. CCS (Operation) as per details given below: -

**4.2 Payment slab for working lining:** - The Minimum Guaranteed Life of tundish working lining life is 7 hours and 35 min. of casting. The payment slab is under: -

Assured life is 7 hours and 35 min. of casting.

A) Less than 5 hours of casting: Nil Payment.

B) If life is equal to and greater than 5 hours to less than 6 hours of casting: 70 % of set value

C) If life is equal to and greater than 6 hours to less than 7 hours of casting: 80 % of set value

D) If life is equal to and greater than 7 hours to less than 7 hours and 35 min. of casting: 90 % of set value

E) If life is equal to and greater than 7 hours and 35 min. to less than 8 hours of casting: 100 % of set value

**Bonus-**

If life is equal to and greater than 8 hours to less than 8 hours and 01 min. - 105 % of set value.

If life is equal to and greater than 8 hours and 01 min. to life is equal to 8 hours and 45 min.- 110 % of set value.

If life is greater than 8 hours and 45 min.- 120 % of set value.

(Remarks- 1. Full payment will be given for those tundishes where casting is terminated before 7 hours and 35 min. of Casting due to operational reasons not related to refractory failure.

2. Set value here is the value of one set of Tundish refractories (working lining) which includes material value along with application.

4.3 Payment slab for Back up lining: - On the basis of casting hours for tundish backup lining for Slab Casters-1,2 and 3, the payment per set will be as per following details: -

Minimum life of one set of backup lining shall be 865 hours.

a. If the life is less than 600 hours: No Payment (material cost with application) will be made.

b. If life is between 600-689 hours: 70 % of set value

c. If life is between 690-774 hours: 80 % of set value

d. If life is between 775-864 hours: 90 % of set value

e. If life is between 865-899 hours: 100 % of set value

**Bonus-**

f. If life is between 900-914 hours: 105 % of set value

g. If life is between 915-990 hours: 110 % of set value

h. If life is greater than 990 hours: 120 % of set value

(Life means duration of casting in hours in the tundish after backup lining)

Remarks: Set value here is the value of one set of Tundish Backup lining refractories which includes material value along with application.

5) Penalty clause:

a) In case of non-availability of Tundish as per production plan due to any reason like material crisis, delay in relining etc. - Penalty of Rs. 25000/incident

b) Red spot due to refractory failure- NIL Payment for tundish + Rs. 200,000/- penalty per incident.

c) Tundish Through- NIL Payment for tundish + Rs. 200,000/- penalty per incident.

d) Party needs to maintain 1 month's stock at site, if fails to maintain - Penalty of Rs. 10,000/- per day.

6) Facilities to be provided by BSP:

# Supply of CO gas for heating.

# SEN setting and Td. covering.

# Providing steel forma for back-up lining if available, otherwise party shall have to make their own arrangement.

# Electricity, gas, oxygen, air and water on free of cost basis.

# Providing storage space for dry vibre mass and other material storage as per availability.

# Tundish available in circulation shall be handed over to the party for preparation, in as it is condition.

7) Supplier's Scope:

# Supply of material as per the bill of material.

# Installation of D V Mass, Impact Pad, TIP, Dam and wears, setting of MBS, fixing of Composite Well Block.

# Installation of Backup lining (castable, Td. insulation board, anchors) in Tundish and undertake interim repair of Backup lining with their own castable/manpower.

# Maintenance of backup lining for rest of the tundishes (having BSP backup lining) used by party for executing the contract shall also be done by party with their castable.

# Party shall replace/repair the backup lining as per condition and requirement.

# Making of hopper and flexible tube for pouring of D V Mass.

# Making of hot air arrangement for curing by portable/fixed tundish preheater.

# Application of Dry Vibe material.

# Providing Argon Purging arrangement independently in tundish through MBS (if required) and shroud by a fine controller (to be installed by party on tundish car).

# Monitoring and supervision of tundish on round the clock basis and during casting also.

# In case of damage to the back-up lining during/after deskulling, party has to repair the tundish with their own castable.

# For achieving the guaranteed performance, if any additional facilities/material is supplied by the party, the same should be free of cost.

# To maintain the official records of all tundishes and furnish it to concerned authority on demand.

# SS Anchors shall be fixed by party with their own electrodes/manpower(welder).

# To provide appropriate tools and tackles to run the contract.

# To provide personal protection equipment to ensure safe working.

8) Delivery:

a) Material should be delivered as per shop's requirement. Supply of material should start from within 30 days from P.O./L OA date and entire ordered qty. to be delivered in phased manner, as per schedule given by shop.

b. Party shall ensure one month of stock (all the material required for a set) at BSP store/site at any point of time.

9) Quantity Variation Clause: BSP reserves the right to increase the quantity by 15% with the same terms and conditions within the stipulated delivery schedule.

10) Diversion of supplies: In case of necessity, arising out of non-supply/application of materials as per the order schedule and poor performance by any supplier, it shall be the option of the Bhilai Steel Plant to offload / divert part or full order quantity from the defaulted supplier to other supplier against the same tender and acceptance from the party on whom it is getting diverted. If the party on whom it is getting diverted does not agree, Risk Purchase action will be taken.

11) INSPECTION: No Inspection. Material shall be accepted on the strength of party's MTC and GC, at BSP stores. Manufacturer's MTC and GC must be submitted along with the supply/ consignment.

12. Transit damages / Shortage: To party's account.

13. Insurance: At supplier's risk and cost.

14. Transportation: Transportation of material by road from party's premises to BSP's Stores on door delivery basis (i.e. F.O.R. BSP Stores) shall be arranged by party, on Freight paid basis.

15. Packing: The material should be delivered in suitable packing. Tundish covering compound package should be delivered in suitable jumbo bag with handle for lifting.

16. Safety of Workers: Vendor has to provide all necessary personal safety equipment / appliances such as safety helmets, safety boots, full body harness, gloves, leather gloves for welders, clear glass safety goggles and other relevant PPEs as advised by Safety Department or Departmental Safety Officer or Operating Authority for the use of persons employed at the site of work and maintain in condition suitable for immediate use and shall take steps to ensure proper use of equipment by the workers.

17. Compliance to Labour Laws: a. In respect of all labour directly or indirectly employed by the Vendor, it shall be the duty of the Vendor to abide by and to strictly comply with all labour legislations enacted by the parliament or by the state legislature/local government and rules/bye laws framed there under. Vendor has to comply all the formalities related with Labour Laws and keep indemnified BSP at all the times. b. Vendors are advised to familiarize themselves by all statutes/rules/regulations including amendments related to Labour laws/conditions and comply the same. c. In addition to the statutory provisions, the Vendor shall pay Additional Welfare Amenity at existing rate per day of actual attendance for the Vendor's labour engaged by him at SMS-2 against the Purchase Order. The rates quoted shall be inclusive of the implication involved due to payment of this Additional Welfare Amenity also and no extra payment shall be made to the Contractor in his account.

18. Operating Authority will be In-charge Tundish bay (Operation).

**19. Prices shall remain firm till the completion of order.**

**III. Other Commercial Terms & Conditions: -**

- A. "It may be noted that all post order activities (that is regularizing SAP order with individual BOM, material receipts & GRN, Bill process and any other post order activity) shall be done outside GeM over SAIL BSP's SAP or SRM platform."
- B. SUPPLIES BEYOND DELIVERY SCHEDULE: In case of acceptance of tender subsequent to this enquiry, the supplier shall adhere to stipulated delivery schedule indicated in the Purchase Order, failing which, BSP will have following options:
1. To levy LD (Liquidated Damages) as per GeM terms & conditions.
  2. To procure the materials from alternate sources at the risk and cost of the supplier.
- C. Offer to be submitted through [www.gem.gov.in](http://www.gem.gov.in).
- D. The techno commercial Bid shall contain all the supporting documents, if any, with regard to scope of supply. There shall be no indication of price in the techno-commercial bid. If prices are indicated there, such offers are liable to be rejected.
- E. Vendors are requested to declare the **%age of Local Content** in Their Offer as per provisions of Order No P-45021/2/2017-PP(BE-II) dated 16.09.2020 and subsequent amendments / clarifications thereof. **The certificate is to be issued from Statutory Auditor or Cost Auditor of the Company, in the prescribed format.**
- F. Bidders shall be required to **submit an undertaking** regarding authenticity of documents submitted in the tender. Such undertaking shall be taken in physical form, in case facility for inline submission of undertaking is not available. **The format to submit declaration is attached herewith.**
- G. **Security Deposit:** On acceptance of the offer / bid and release of Purchase Order, the successful tenderers shall furnish Security Deposit within the period of 30 days (45 days for overseas supplier) from the date of Purchase Order, for **3% of the contract value** of the PO (excluding taxes & duties), either in the form of Demand Draft / Pay Order / Banker's Cheque OR Bank Guarantee.

**Validity: Security Deposit (in the form of BG) should be valid for a period covering the contractual delivery period plus six months from last date of DP mentioned in PO. However, the claim period of the BG will be 02 months, after expiry of the original validity of the Bank Guarantee.**

**III. By submitting our bid against this tender I/We here by accept & confirm the following Declarations: -**

1. I/We hereby declare that material offered is strictly as per the item description mentioned in this GeM Bid attachment of Buyer Technical Custom Specification, and all conditions mentioned therein with respect to acceptance tolerance with penalty clause, packing & markings, checking & inspection, delivery basis, weightment, dispatch documents, performance security etc. are completely accepted in totality.
2. I/We understand that if the proprietor/partner/director has any relation with any employee working in SAIL plant/unit and, and if any of them has any relationship within the meaning of Section-6 of Company's Act 1956 with any directors of SAIL, then the name of the employee and the relationship shall be declared.
3. **Non-Collusive Tendering:** I/We hereby declare that our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded and our bid was NOT prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person including any other bidder tenderer or competitor (regarding prices, methods factors or formulas used to calculate prices, intention or decision to withdraw a bid, submission of bid that does not conform with the requirements of the tender, the quality quantity specifications or delivery particulars or any other terms of the bid). I/We undertake that I/We will not, prior to the award of the Contract, enter into or engage in any of the above foregoing. I/We understand that in the event of any breach or non-compliance, Buyer (Bhilai Steel Plant) may, at its discretion, invalidate our bid, exclude us in future tenders and /or pursue damages or other forms of redress or (in the event if Contract awarded) terminate the Contract.
4. **Bid Securing Declaration:** I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign/accept the contract, or to submit the security deposit within time, then I/We shall be suspended for the period of one year from being eligible to submit Bids for all future contracts. I/We understand this Bid Securing Declaration shall cease to be valid if I/We are not the successful Bidder, and upon the earlier of (i) the receipt of notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. Submission of offer against the current RFX, will construe that vendors have understood the provisions regarding the restriction on SAIL as a PSU on procurement from a bidder of any country which shares a land border with India as per Order No F No 6/18/2019/-PPD dated 23.07.2020 and subsequent amendments/clarifications thereof and is eligible to be considered for order placement. No further conformation will be required in this regard if there is no contradictory input in the offer.

6. I/We hereby declare that all conditions for submission of bid against current tender at GeM portal is understood, and all GeM general terms & conditions (Incl. Integrity Pact ) are completely accepted along with Buyer terms mentioned in ATC of the GeM Bid.

Bidders to submit filled, sealed & signed copy of 'Form-A', 'Format for local Content' and 'Undertaking', along with the offer in the same format as indicated below:

FORM-A		
S.N	Terms	To be filled by tenderer
1.	<b>Quotation No. &amp; Quotation Date</b>	
2.	Name of Bidder	
3.	Name of Manufacturer	
4.	Order to be placed on	
5.	Offered for full tendered Quantity (Yes/No)	
6.	Payment Term (Refer clause No: 4) above of Special Terms and Conditions : Accepted / Not accepted	
7.	Country of Origin	
8.	Currency in which offer has been submitted	
9.	Delivery Terms (FOR BSP Stores)	
10.	Mode of Transport (By Road)	
11.	<b>LD Clause: Accepted / Not accepted</b>	
12.	<b>Acceptance of all terms &amp; conditions of the enquiry in toto without any deviation: (Yes/ No)</b>	
13.	<b>Quoted Price is inclusive of Packing &amp; Forwarding Charges (Yes/ No)</b>	
14.	<b>Quoted Price is inclusive of Freight/Transportation Costs (Yes/ No)</b>	
15.	<b>Quoted Price is inclusive of Transit Insurance (Yes/ No)</b>	
16.	Quoted Delivery Period (AS PER TENDER TERMS OR NOT)	
17.	Manufacturer TC & GC/WC to submitted along with the material (Yes/ No)	
18.	Applicable GST (IGST/CGST+SGST) rate	
19.	% of Local Content Claimed in line with the relevant Clause indicated above	

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**FORMAT OF CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR TOWARDS MANDATORY MINIMUM LOCAL CONTENT**

Certificate for M/s Steel Authority of India Ltd, Bhilai Steel Plant, Bhilai, Chhattisgarh 490001

In reference to SAIL-BSP RFQ No. **Gem tender no:** \_\_\_\_\_ dtd.: \_\_\_\_\_  
 To whomsoever it may concern  
 We have verified the records & documents produced before us by the management of M/s \_\_\_\_\_ having regd. Office at \_\_\_\_\_ & having their manufacturing facility at \_\_\_\_\_ and we hereby certify that in the event of placement of order, M/s \_\_\_\_\_ shall supply material "**Tundish Refractory and Backup Lining for Slab Caster**" with mandatory minimum local content requirement of \_\_\_\_\_% ('more than 20% but less than 50%' or 'equal to or more than 50%').  
 Local Content for material "**Tundish Refractory and Backup Lining for Slab Caster**" has been calculated as below:  
 "Local Content shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties ) as a proportion of the total value, in percent".

Further we also certify that the company is eligible to avail the benefits as per Order No.-P-45021/2/2017-PP(BE-II), Dtd.04-06-2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section), Government of India.

Statutory / Cost Auditor of M/s \_\_\_\_\_  
 Sign & Stamp

FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

**Vendor Offer No. :** \_\_\_\_\_ **Date :** \_\_\_\_\_

I (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s .....  
.....(herein after called the bidder) for the purpose of the Tender Documents for .....  
..... as per the tender No. .... of ..... (SAIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexes thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitted by me / us are 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, I/we .....  
..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us 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.

SEAL AND SIGNATURE OF THE BIDDER

Place:

Date:

**2.3 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.