



STEEL AUTHORITY OF INDIA LIMITED
SALEM STEEL PLANT

Materials Management Department
Purchase Section, Salem 636013,
Tamil Nadu

Tender Ref No I610004 dated 20/05/2026

TENDER DOCUMENT

FOR

**“Stainless Steel Slab 304 Grade (140-200 mm
thickness)”**

Non-transferable

(Visit us at <https://procurement.metaljunction.com> or <https://sailtenders.co.in>)
(RFQ Total No. of Pages 60 + Integrity Pact at Page no.61+20 Pages)

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Dear Sirs,

Steel Authority of India Ltd. (SAIL), a Government of India Enterprise, is the major producer of Steel in India. It has Steel Plants and its own captive mines across India and produces various Iron and Steel products like Flat Steel Products, Long Steel Products, Special Steels and Pig Iron etc. SAIL is a “Maharatna company”, accredited with various quality certificate viz. ISO-9001-2008, IS-14001, OHSAS-18001, SA-8000 etc.

“Salem Steel Plant (SSP) is a unit of Steel Authority of India Limited (SAIL), a Maharatna Company. It is Special Steel plant engaged in manufacturing various types of Stainless-Steel products. With an aim to continuously improve and to excel in its business activities SSP has acquired certifications for ISO (9001:2015 Quality Management System), ISO 14001:2015, Environmental Management System), ISO 45001: 2018 (Occupational Health & Safety Management System) and ISO 37001 (Anti-bribery management systems).

SSP while procuring materials from its vendors considers them as their valuable partners. SSP wishes to make them also aware about the above-mentioned international standards being followed by SSP and request them also follow general guidelines of such standards so that both SSP and its suppliers are benefited. The above details are being shared with all the vendors of SSP to have healthy & more mutually beneficial purchaser-supplier (vendor) relationship, SSP desires that all its vendors also may seek better understanding & knowledge of such standards. Participation in the tender will make SSP presume that vendor has understood the above-mentioned details of standards and intends to follow the same for mutual benefit”.

The quotations are invited from Indigenous/Overseas manufacturers/suppliers of “Stainless Steel Slab 304 Grade (140-200 mm thickness)”. The technical Specification, total tentative requirement for SAIL Salem Steel Plant, Eligibility Criteria, Methodology to participate in tender and Evaluation process, Terms & conditions etc are explained in detail in the RFQ. The Price discovery shall be done once in four months basis or as per requirement of SAIL either by opening of Price bids submitted along with the tender or through online Reverse Auction on mjunction platform.

The tender document (Request for Quote-RFQ) is available on SAIL’s website www.sailtenders.co.in / <https://procurement.metaljunction.com> and can be downloaded free of cost. Earnest money deposit (EMD): EMD Bid is to be submitted as per instruction given for indigenous and overseas vendors at Section -III of the RFQ. Price is to be submitted on the portal <https://www.buyjunction.in> (detailed process towards submission of price in this portal is explained in Section IX).

INTEGRITY PACT SUBMISSION: The Integrity Pact (Section-XIV of RFQ) must be submitted duly signed at each page by the PROPRIETOR/ OWNER/ PARTNER/ DIRECTOR or their authorized signatory. In case, integrity pact duly signed is not received with the offer from the tenderer, it will disqualify the offer/ bid. It is mandatory to submit the integrity pact along with offer.

Kindly read the RFQ carefully and submit your Quotation as per instructions. Offers received without **EMD (Earnest Money Deposit)**, duly signed complete Integrity Pact, Techno Commercial Bid, Price bid, Documents, Certificate, Information etc which are required to be submitted as per instructions and terms & conditions mentioned in the RFQ but EMD not submitted by tenderer, are liable to be rejected. The quotation received after due date and time of tender submission will not be considered.

Thanking you,

Yours faithfully,
For SAIL/Salem Steel Plant
Saravanan S
AGM (MM-Purchase)
Phone: 0427 2382806
Email: saravans@sail.in

SECTION I: NOTICE INVITING TENDER

- 1.0 **Notice Inviting Tender:** Salem Steel Plant, a unit of Steel Authority of India Limited invites e-tender under two bid (Part-I: Techno-Commercial Bid and Part-II: Price Bid) from bonafide experienced parties of sound financial standing and reputation for the job defined in this tender. This Tender Document reference number, Tender no. (hereinafter referred to as 'the Tender Document'), gives further details.
- 2.0 The Tender Document shall be published on the Portal i.e. <https://procurement.metaljunction.com>, <https://sailtenders.co.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in 'Tender Information System' (TIS). Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost.
- 3.0 If the Salem Steel Plant (SSP) happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).
- 4.0 **Clarifications:** A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 3 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.
- 5.0 **Pre-bid Conference:** If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.
- 6.0 **Submission of Bids:**
 - a. Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall *not* be extended.
 - b. No manual Bids shall be made available or accepted for submission. Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC), if any etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
 - c. **Integrity Pact:** If so indicated, in the TIS, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Section XIV: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.
- 7.0 **Bid Opening:** Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.
- 8.0 **Cost of Tender Document:** Not Applicable
- 9.0 **Submission of Tenders:** The bid along with the necessary documents should be

uploaded in the <https://procurement.metaljunction.com> portal as per guidelines mentioned in the portal. Tender have to be submitted only online at <https://procurement.metaljunction.com> in two bid systems i.e. (i) technical bid and (ii) financial bid in the prescribed proforma. The financial bid shall be submitted in the website <https://www.buyjunction.in>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted.

10.0 Amendments/ Corrigenda to bid document:

- a. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFQ by issuing an amendment / Corrigendum. Such Corrigendum/Addendum (if any) will be issued only in the EPS Portal & SAIL Tender Website i.e. <https://procurement.metaljunction.com> or <https://sailtenders.co.in>. No advertisement in newspapers will be given in this regard.
- b. Such amendment will be uploaded on the same websites i.e. <https://procurement.metaljunction.com> or <https://sailtenders.co.in> and the same shall be binding on all bidders. Where the Purchaser issues an amendment within three (3) days prior to deadline for submission of bids, the Purchaser will simultaneously extend the deadline for the submission of bids by three (3) or more working days. Hence, the prospective bidders are requested to visit the above cited websites at regular intervals.
- c. Bidders who download the bid document through internet are to take care of these amendments while submitting their bids.
- d. The Bidder is expected to examine all instructions, proforma, terms and specifications in the RFQ. Failure to furnish all information required under the RFQ or submission of a bid not substantially responsive to the RFQ in every respect will be at the Bidder's risk and may result in the rejection of the bid.

11.0 Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating in the tender through the website <https://procurement.metaljunction.com>. The portal enrolment is free of cost.

12.0 **Disclaimers and Rights of Procuring Entity:** The issue of the Tender Document does not imply that the SSP Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- a. reject any or all of the Bids, or
- b. cancel the tender process; or
- c. abandon the procurement of the Goods; or
- d. issue another tender for identical or similar Goods

Appendix to NIT: Tender Information Summary (TIS).

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	Stainless Steel Slab 304 Grade (140-200 mm thickness)		
Tender Reference Number	I610004	Tender Date	20/05/2026
Tender Type	Open-Global		
Tender Category	Goods	Bidding System	Two Stage
e-Reverse Auction to be held after financial bid opening			Yes
Tender Inviting Authority (TIA)	HOMM	Address	Admin Building, Materials Management Purchase Department, Salem Steel Plant, Salem 636 013, Tamil Nadu, India
2.0 Requirement Details			
Evaluation Basis	Single Source	Part quotation allowed or not	No
Item S.No.1:	<i>Stainless Steel Slab 304 Grade (140-200 mm thickness)</i>	Qty and Units	50,000 MT (10,000 MT for each RA)
Terms of Delivery	F.O.R Salem Steel Plant basis for indigenous suppliers and on CIF Chennai Seaport basis for overseas suppliers	Completion date of Delivery:	As per SSP's requirement (Refer RFQ terms)
3.0 Critical Dates			
Published Date	20/05/2026	Bid Validity (Days from the date of Bid Opening)	One Year from latest date of tender opening and price validity upto 30 days from the date of RA.
Document Download Start Date & Time	20/05/2026	Document Download End Date & Time	10/06/2026 & 1100 hrs
Bid Submission Start Date & Time	20/05/2026	Bid Submission Closing Date & Time	10/06/2026 & 1600 hrs
Bid Opening (Techno-commercial bid) Date & Time	10/06/2026 & 1630 hrs	Bid Opening (Financial bid) Date & Time	To be intimated Later
4.0 Obtaining the Tender Document and clarifications			
eProcurement Portal for Document availability	https:// https://procurement.metaljunction.com or https://sailtenders.co.in		
eProcurement Portal for tender submission (for techno-commercial bid submission)	https://procurement.metaljunction.com		
eProcurement Portal for price bid submission	https://www.buyjunction.in		
Cost of Tender Document (INR)	No		
Office/ Contact Person/ email for clarifications	Salem Steel Plant Contact: Saravanan S, Assistant General Manager (MM-Purchase), Phone No. +91 427 238 2806, e-mail ID: saravans@sail.in		
5.0 Pre-bid Conference:			
Pre-bid Conference applicable or not	Yes applicable, Attendance is not mandatory		
Place	Through zoom platform		
Time, and date of the Pre-bid Conference	May 27, 2026 11:00 AM India		

Login Credentials	Topic: Pre-Bid Meeting for Stainless Steel Slab 304 Grade Time: May 27, 2026 11:00 AM India Join Zoom Meeting https://zoom.us/j/98384728694?pwd=gVFCfmtgUO5JQ6g34YH39bQb5hwgmu.1 Meeting ID: 983 8472 8694 Passcode: 142352		
6.0 Preparation and Submission and Opening of Bids			
Bid Opening Place	https://procurement.metaljunction.com		
7.0 Documents relating to Bid Security			
EMD: INR 70,00,000/- (Indian Rupees Seventy Lakhs only) or USD 73,181 (US Dollar Seventy Three Thousand One Hundred and Eighty One only), Refer Section III of RFQ			
8.0 Additional Clauses			
Clause		Description	
Integrity Pact to be Signed and Submitted along with bid (Refer Section XIV)		Yes	Independent External Monitor, Name and Contact Details
Price Variation Clause		NA	

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

- 1.0 **Definitions:**
 - 1.1 "The purchaser" means the Salem Steel Plant (SSP)
 - 1.2 "The bidder" means the firm who participates in this tender and submits its bid
 - 1.3 Letter Of Acceptance (LOA) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred therein.
 - 1.4 "The Purchase/Work Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase/work order shall be deemed as "Contract" appearing in the document.
 - 1.5 The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- 2.0 **Key steps in procurement process of SS Slabs:**
 - 2.1 Submission of offers by vendors within due date of submission.
 - 2.2 Opening of Earnest Money Deposit (EMD) & Techno commercial bid (along with Integrity Pact Compliance).
 - 2.3 Evaluation of the EMD, and Techno Commercial bid to decide the suitability of the vendors including **Integrity Pact Compliance**.
 - 2.4 Based on the techno commercial suitability of a vendor, the Price discovery of **four months requirement** or as per production requirement of SAIL, shall be made either through On-Line Reverse Auction (RA) **or by opening of Price bids submitted along with the tender.**
 - 2.5 **Techno-commercial terms & conditions shall be frozen for one year and price discovery shall be done as per the production requirement of Salem Steel Plant or market conditions with a provision for inclusion of new eligible vendors at the time of each cycle price discovery. Bid of the new vendors shall be evaluated as per the tender terms & conditions and in case the bid is found to be techno-commercially suitable & acceptable, the same shall be considered for price bid opening/ Reverse Auction alongwith regular panels of suppliers in the price discovery cycles.**
 - 2.6 Price evaluation will be done on LCNITC (Landed Cost Net of Input Tax credit of GST) basis.
- 3.0 Supplier Categories: For the purpose of bidding, SAIL will be considering two categories of manufacturers/suppliers.
 - 3.1. **Domestic Quotations** – This category include all the manufacturers/suppliers who will be supplying the slabs in INR with delivery on F.O.R Salem Steel Plant door delivery basis.
 - 3.2. **Overseas Quotations:** This category include all overseas manufacturers/suppliers who will be delivering the slabs to Salem Steel Plant (SSP) at the wharf of Chennai Sea Port. Therefore, this category of suppliers will need to quote their price on CIF Chennai Seaport basis (Price in US Dollar) from loading port to Chennai Sea port in India.
- 4.0 **Submission of bids: The bids are to be submitted in two (02) parts**
 - A. **Part-I: Earnest Money Deposit (EMD) & Techno- commercial Bid (To be submitted online):** The Tenderer shall submit the EMD in line with the instructions given in **Section- III** of the RFQ. Tenderer must submit the forms & annexure certificates duly filled in and signed in. Please submit certificate, documents self-attested, wherever has been asked.

1	All the pages of the RFQ duly filled in & signed in each page are to be submitted
2	Annexure-XIV - Integrity Pact duly signed on each page in the appropriate column/ space by authorized person(s) along with the signature of witness is to be submitted. It is mandatory to submit the integrity pact along with offer.
3	Form 1 to Form 8 are to be submitted duly filled and signed
4	Documentary evidence supporting that the tenderer is manufacturer/supplier of SS Slab 304 (140-200 mm thickness) (Refer Eligibility Criteria)
5	Self Attested photo copy of GST registration certificate (for indigenous suppliers)
6	Self attested photo copy of Income Tax PAN. (for indigenous suppliers)
7	Self attested copy of the certificate of installed capacity as mentioned in the eligibility criteria
8	Self attested copy of Registration Certificate for SSIs registered with NSIC/State Govt. is to be submitted by those vendors who are claiming exemption to submit Earnest Money Deposit as per eligibility criteria
9	A Declaration certified by the statutory auditor or cost auditor or cost accountant with valid UDIN, stating percentage of Local content, Class of Manufacturer i.e. (Class-I/II as per MII Policy)
10	Acknowledgement copy /proof towards submission price in buyjunction portal

(Note: If the Certificate, documents etc not received or received but found incomplete /not duly signed, the offer is liable to be rejected.)

The Overseas suppliers should also submit/ indicate the following documents along with the offer:

- Country of origin.
- Port of shipment. Further, enclose the details of intended mode of shipment from loading port to the wharf of Chennai Seaport.
- SAIL would not like the tenderer to appoint any Agent. In case the tenderer has an Agent, the following details shall be furnished in the offer:
- The name and complete address of the Indian Agent, if any. In case the agent/representative be a foreign company, it shall be confirmed whether it is a real substantial company and details of the same shall be furnished. Indian agents have to fill up the relevant form and submit the same.
- What services the Agent renders. Extent of authorisation and authority given to commit the principal. The amount of commission/remuneration included in the quoted price(s) for such Indian Agent.
- The Indian agent's commission per MT (if any) should be included in the quoted prices and indicated separately.
- Confirmation of the Tenderer that Commission/remuneration, if any, payable to his Indian Agent, shall be paid by SAIL in Indian Rupees. Such commission/remuneration payable to the Indian Agent will be converted to Indian Rupees at the telegraphic transfer (market) rate of selling, ruling on the date of award of contract and shall not be subject to any further exchange variation.

In addition, any other relevant detail as may be asked for by the Purchaser subsequently shall also be furnished by the tenderer.

- B. **Part-II:** Price Bid shall not be submitted in hard copy or in closed cover. It shall be submitted online through the BuyJunction Portal (<https://www.buyjunction.com>) only. Pre-uploaded templates as per Clause 13.4 below are available in the

BuyJunction Portal for each payment term. Indigenous bidders are required to submit their price on F.O.R. Salem Steel Plant basis, and foreign bidders on CIF Chennai Seaport basis, by selecting the appropriate template corresponding to the quoted payment terms. The price break-up shall be furnished as per the price bid format specified in the RFQ. Price bidding shall be conducted through the online Reverse Auction (RA) process, facilitated by the Service Provider, M/s mjunction services Limited (MJ). The Start Bid Price for the Reverse Auction shall be the lowest online price bid submitted through the BuyJunction Portal (<https://www.buyjunction.com>) at the time of submission of the Techno-Commercial Bid.

- 5.0 The Tender is liable to be rejected if not submitted in line with the Instruction given in the RFQ. The documents, Forms, information, Bids etc are to be submitted in complete and as per instruction given in Tender Document else SAIL reserves its right to reject the offer for non compliance.
- 6.0 **Each page of the offer should be signed by the authorized officer of the tenderer(s). Price or any indication of price should not be mentioned in the techno-commercial Bid. If price is indicated the offer shall be summarily rejected.**
- 7.0 While submitting the offer, no overwriting is permitted. In case it becomes unavoidable, the same should be authenticated by cutting, rewriting and duly signing the corrections.
- 8.0 Extension in due date of submission of Tender: For any reason, if due date of submission / opening of tender are extended or there is change in the scope of supply etc, the suitable corrigendum shall be available only on our website and corrigendum may not be published in newspapers. You should therefore log on to our tender website www.sailtenders.co.in & <https://procurement.metaljunction.com> for updates.
- 9.0 **With a view to ensure that tenders are submitted in the prescribed format**, the following may please be noted: *“It shall be the responsibility of the persons submitting the tender to ensure that the tender has been submitted in the format and as per the terms & conditions prescribed in the SAIL Website and no change is made therein before submission of the tender. In the event of any doubt regarding the terms & conditions / formats the person concerned may seek clarification from the authorized officer of SAIL. In case any tampering / unauthorized alterations is noticed in the tender submitted from the tender documents available on the SAIL Website, the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter. However, deviations if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL. Such proposed deviations will not be treated as tampering for the purpose of application of this clause”.*
- 10.0 Copies of the offer should not be sent to any other officer of SAIL. Telex, cable, email or facsimile offers will not be accepted.
- 11.0 The Techno Commercial bids shall be opened on due date and time. The tenderers who might choose to be present at the time of opening may depute their authorized representatives to witness the tender opening. Depending upon the part of the quotation opened, information like Name of all the tenderers, Details of item offered, Price including discount, Delivery period and Terms of payment shall be provided to the tenderers present during the Tender opening.
- 12.0 **Price Discovery:**
 - 12.1. SAIL reserves the right to discover the L-1 bidder/tenderer amongst the techno-commercially qualified bidders/tenderers by opening the sealed price bids, pre-submitted by such bidders along with the techno-commercial bids on or before TOD through <https://www.buyjunction.com> portal or by conducting RA.
 - 12.2. SAIL reserves the right to use any RA strategy to be intimated to techno-commercially acceptable bidders before RA event. SAIL also reserves the right to eliminate one or more of the high price bidders/tenderers before the RA event by

ranking the bidders/tenderer based on their sealed price bids, pre-submitted online by such bidders/tenderer alongwith the techno- commercial bids on or before TOD. Such eliminated bidder(s)/tenderer(s) will not be eligible to participate in RA process. The number of such high price bidders/ tenderers (H1, H2Hn) to be eliminated, if any, will be decided by SAIL / SSP before conducting RA.

12.3. In case, no bid is received during Reverse Auction, the lowest price (L-1 price) received alongwith the techno-commercial bids on or before TOD shall be binding on the bidder(s)/ tenderer(s) and the case may be processed on the basis of L-1 price and the relative ranking of the bidders/ tenderers therein

12.4. Bidder(s)/ Tenderer(s) shall be required to submit detailed price break-up, as per RFQ, within the stipulated time. Non-submission of detailed price break-up within the stipulated time, wherever required, by the L-1 bidder/matched L-1 bidder, post RA, will be treated as backing out of the bidder and invite penal action as per the extant guidelines of SAIL.

13.0 Evaluation methodology of quotation: SAIL will conduct a two-stage evaluation of the bids submitted by the suppliers:

- Stage 1: EMD & Techno-commercial bid evaluation
- Stage 2: Price Discovery

13.1. Stage 1: EMD & Techno-commercial evaluation: If EMD is not submitted in line with instruction given in **Section-III of RFQ** above, the Offer is liable to be rejected. The techno-commercial evaluation will be used to assess the supplier's capability and ability to supply as per the information / details submitted by the tenderer in the enclosed **Form 1 to 8** of this RFQ. The evaluation of techno-commercial bids will be done separately for each item based on:

- i) **Eligibility of the Supplier as per Section- V of the RFQ.**
- ii) Completeness of the response to RFQ and submission of documents, bids etc.
- iii) Past performance, if any.
- iv) Information documents submitted by the supplier for his operations (e.g. company background, cost structure, freight structure and other details.
- v) In case any specific adverse report is received at any stage of tendering against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, the quotation / tender of that tenderer shall stand rejected.
- vi) After the techno-commercial evaluation, a list of eligible suppliers will be made for the participation in price discovery.

13.2. Stage 2: Price Bid Evaluation: The L1 will be arrived based on the reverse auction conducted by M/s mjunction services Ltd. Model Calculation for arriving L1 bidder is tabulated in para 13.4 below

13.2.1. Validity of Price Bid: Price bids submitted along with the tender shall be valid for 30 days (excluding the date of opening) after the due date of opening of EMD and techno-commercial bid.

13.2.2. If lowest price is discovered through Reverse Auction (RA) then such lowest price (discovered through RA process) shall be kept valid by bidder for 30 days after the completion of RA process which includes price discovery and online price matching at MJ platform (excluding the date of completion of RA process as defined above).

13.3. Ranking of the vendors will be evaluated on **Landed Cost net of Input Tax Credit" (LCNITC) basis.**

13.4. The steps involved in price bid evaluation are as below: Price will be evaluated on Landed Cost net of Input Tax Credit" (LCNITC) basis. The steps involved in price bid evaluation are given below:

13.4.1. Domestic Vendors: The Lowest bidder shall be arrived on landed cost net

of Input Tax Credit per MT on F.O.R Salem Steel Plant basis. An indicative calculation is given below:

13.4.1.A Domestic Vendors with payment terms (100% in 30 days): The Lowest bidder shall be arrived on landed cost net of Input Tax Credit per MT on F.O.R Salem Steel Plant basis. An indicative calculation is given below:

S.No	Attribute Name	UOM	Formula	Type
A	SS Slab 304 Grade (140-200mm) on FOR Salem Steel Plant basis including Packing & Forwarding, Freight, Insurance and any other charges	INR/MT	10.000000	Bidder to Quote
B	IGST @18% on (A)	INR/MT	1.800000	Formula
C	Unit Rate Including GST, C=A+B	INR/MT	11.800000	Formula
D	Less GST (Input Tax Credit) = D=(B)	INR/MT	1.800000	Formula
E	Unit Rate after ITC (LCNGST), E=C-D	INR/MT	10.000000	Formula
F	Effective Bid Price, F=E	INR/MT	10.000000	Formula

13.4.1.B Domestic Vendors with payment terms (100% LC): The Lowest bidder shall be arrived on landed cost net of Input Tax Credit per MT on F.O.R Salem Steel Plant basis. An indicative calculation is given below:

S.No	Attribute Name	UOM	Formula	Type
A	SS Slab 304 Grade (140-200mm) on FOR Salem Steel Plant basis including Packing & Forwarding, Freight, Insurance and any other charges	INR/MT	10.000000	Bidder to Quote
B	IGST @18% on (A)	INR/MT	1.800000	Formula
C	Sub Total, C=A+B	INR/MT	11.800000	Formula
D	Finance charges @ 0.916 % for 30 days, D=0.916% on A		0.0916	Formula
E	Inland LC Charges 0.08% (E=C X 0.08%)	INR/MT	0.0094	Formula
F	Inland Bill Retirement charges @ 0.10% (F=A X 0.10%)	INR/MT	0.0100	Formula
G	Unit Rate Including GST, G=C+D+E+F	INR/MT	11.9110	Formula
H	Less GST (Input Tax Credit) = H=(B)	INR/MT	1.800000	Formula
I	Unit Rate after ITC (LCNGST), I=G-H	INR/MT	10.1110	Formula
J	Effective Bid Price, J=I	INR/MT	10.111000	Formula

13.4.2. Overseas Vendors are required to quote the price on CIF Chennai Seaport basis. Landed cost net of ITC of GST shall be calculated based on CIF price taking into consideration of actual taxes & duties, insurance, bank charges, loading factor for interest on LC and any other charges/ levies as applicable and shall account for GST credit, if applicable.

13.4.2.A Overseas Vendors with payment terms (100% in CAD):

S.No	Attribute Name	UOM	Formula	Type
A	CIF Value upto Chennai Seaport, for 304 (140-200mm)	USD/MT	100.000	Formula
B	RBI Exchange rate (obtained from RBI site) on 13/05/2026	INR	95.654	1 USD = 95.6536 INR as per RBI site
C	Effective Base Price in INR, C= A X B	INR/MT	9565.360	Formula
D	Landing Charges @1%, D=C X 1%	INR/MT	95.654	Formula
E	Assessment value, E=C+D	INR/MT	9661.014	Formula
F	Basic Customs Duty (7.5%), F=E X 7.5%	INR/MT	724.576	Formula
G	Social Welfare Surcharge @10% on BCD i.e. G=F X 10%	INR/MT	72.458	Formula
H	Sub Total, H = E+F+G	INR/MT	10458.047	Formula
I	In land Freight & Port clearance charges	INR/MT	3149.000	Fixed
J	Insurance, J=(H+I) X 0.021%	INR/MT	2.857	Formula
K	Sub Total, K = H+I+J	INR/MT	13609.905	Formula
L	IGST 18% on K, i.e. L = K X 18%	INR/MT	2449.783	Formula
M	Sub Total, M = K+L (Total Landed Cost at SSP)	INR/MT	16059.688	Formula
N	Finance charges for CAD Payment @ 0.916 % for 30 days, N=0.916% on C	INR/MT	87.619	Formula
O	Bank Charges for CAD @0.10% (O=C X 0.10%)	INR/MT	9.565	Formula
P	Unit Rate Including GST, P=M+N+O	INR/MT	16156.872	Formula
Q	LESS: GST (Input Tax Credit) = (L)	INR/MT	2449.783	Formula
R	LCNITC: Landed cost Net of ITC, R=(P-Q)	INR/MT	13707.089	Formula
S	Effective Bid Price, S=R	INR/MT	13707.089	Formula

Price mentioned at S.No.A is for illustration purpose only. Overseas bidders are advised to consider the applicable Basic Customs Duty (BCD) rate based on the relevant Free Trade Agreement (FTA) in force between the Government of India and the Government of the country from which the material is proposed to be sourced, and quote accordingly.

13.4.2.B Overseas Vendors with payment terms (100% LC):

S.No	Attribute Name	UOM	Formula	Type
A	CIF Value upto Chennai Seaport, for 304 (140-200mm) Slab	USD/MT	100.0000	Formula
B	RBI Exchange rate (obtained from RBI site) on 13/05/2026	INR	95.6536	1 USD = 95.6536 INR as per RBI site
C	Effective Base Price in INR, C= A X B	INR/MT	8874.20	Formula
D	Landing Charges @1%, D=C X 1%	INR/MT	88.7420	Formula
E	Assessment value, E=C+D	INR/MT	8962.9420	Formula
F	Basic Customs Duty (15%), F=E X 15%	INR/MT	672.2207	Formula
G	Social Welfare Surcharge @10% on BCD i.e. G=F X 10%	INR/MT	67.22207	Formula
H	Sub Total, H = E+F+G	INR/MT	9702.3847	Formula
I	In land Freight & Port clearance charges	INR/MT	3149.0000	Fixed
J	Insurance, J=(H+I) X 0.021%	INR/MT	2.6988	Formula
K	Sub Total, K = H+I+J	INR/MT	12854.0835	Formula
L	IGST 18% on K, i.e. L = K X 18%	INR/MT	2313.7350	Formula
M	Sub Total, M = K+L (Total Landed Cost at SSP)	INR/MT	15167.8185	Formula
N	Finance charges @ 0.916 % for 30 days, N=0.916% on C	INR/MT	81.2877	Formula
O	Import LC Charges 0.03% (O=C X .03%)	INR/MT	2.6623	Formula
P	Import Bill Retirement charges @0.10% (P=C X 0.10%)	INR/MT	8.9629	Formula
Q	Unit Rate Including GST, Q=M+N+O+P	INR/MT	15260.7314	Formula
R	LESS: GST (Input Tax Credit) = (L)	INR/MT	2313.7350	Formula
S	LCNITC: Landed cost Net of ITC, S=(Q-R)	INR/MT	12946.9964	Formula
T	Effective Bid Price=T=S	INR/MT	12946.9964	Formula

Price mentioned at S.No.A is for illustration purpose only. Overseas bidders are advised to consider the applicable Basic Customs Duty (BCD) rate based on the relevant Free Trade Agreement (FTA) in force between the Government of India and the Government of the country from which the material is proposed to be sourced, and quote accordingly.

The values mentioned above are illustrative, based on present rate of taxes & duties and our standard charges. These are subject to change in future without any notice from our side. Suitable loading towards payment terms, inland freight etc shall be done.

Offer shall be evaluated on quoted CIF price/ LCNITC, at SAIL Salem Steel Plant, Stores basis. (CIF will have the same meaning as defined in Incoterms 2020).

Note: All the taxes, duties, setoff etc. ruling on the date of price evaluation shall be applicable to arrive at Landed cost net of Input Tax Credit of GST (LCNITC). SAIL's interpretation regarding incidence of avail of set off shall be final.

13.4.3. For the purpose of calculating the Landed cost, net of ITC in case of overseas suppliers (overseas quotation), all the applicable duties /downstream cost/charges shall be loaded on CIF prices.

13.4.4. Order distribution will be done as per the established purchase procedure of SAIL. In this regard the following may please be noted:

- Negotiation** – Negotiation, if required, will be held with LCNITC L-1 tenderer only.
- Order quantity** – Total quantity to be procured for Cycle/Phase I (as per SSP's production requirement/market condition) shall be allocated on one tenderer for each item on the basis of LCNITC ranking.
- Ordered price shall remain firm during the pendency of the contract within original scheduled Delivery Period
- In case of RA the price bid evaluation as mentioned above will remain unchanged. The details will be explained to the bidder by the service provider.

13.5. In case of failure to furnish correct and detailed information as called for in the

tender, the concerned offer shall be liable for rejection or in the event of contract materializing the same shall be liable to termination by SAIL/SSP and actions as per practice followed in SAIL/SSP will be taken.

- 13.6.** In case any specific adverse report is received against any supplier from any steel plant of SAIL regarding their capabilities & performance, their offer may be liable for rejection before or after opening of their price bid.
- 14.0 SSP reserves the right to itself to accept the lowest LCNITC tender (for each item), either wholly or in part, and also to place order on one supplier for the tendered quantity on lowest LCNITC price. However, the tenderer may be required to explain/justify the basis of their quoted price as and when asked for. In case, the tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering, if order is not finalized from the present tender.
- 15.0 Wherever voluntary reduction in price is received after price bid opening, such reduction in price will not be taken into account for the purpose of evaluation and ranking for placement of order. Where the voluntary reduction in price is given by a tenderer who is otherwise eligible to get order after price bid opening, the order would be placed at a price taking into account the voluntary reduction offered by the party.
- 16.0 **Corrigendum to RFQ:** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFQ by issuing an amendment. The amendment will be notified through SAIL tender/EPS website only.
- 17.0 Any modifications to the original tender after due date of tender opening, shall also be treated as unsolicited and liable of the rejection of whole offer.
- 18.0 In case an order is awarded to supply material at a higher price against a subsequent tender, but whose supply of the material against the earlier order at lesser price is not yet complete for reasons attributable to the supplier, supplies have to be made first against the earlier order before being considered against the subsequent order.
- 19.0 SAIL reserves its right to exercise the Purchase preference as per extant guidelines in respect of PSU's/ Govt. Organizations.
- 20.0 **Key contact of buyer(s):** To assist you in ensuring an accurately completed RFQ, please direct your queries to the persons mentioned below:

Name & Designation & E-Mail	Address	Phone no.
Mr. Saravanan S, Assistant General Manager (MM Purchase) E.mail: saravans@sail.in	Materials Management deptt, Admn Building. Salem Steel Plant, Salem-636013 (Tamil Nadu).	+91 94422 69375 0427 238 2806/ 2457

SECTION-III EARNEST MONEY DEPOSIT (E.M.D.)

1) Vendors are required to submit Earnest Money Deposit (EMD) as below:-

Type of vendors	EMD Amount
Indigenous Vendors	EMD is INR 70 Lakhs (Indian Rupees Seventy Lakhs Only)
Overseas vendors	EMD is USD 73,181/- (US Dollar Seventy-Three Thousand One Hundred and Eighty-One only)
Both Indigenous & Overseas Vendors	<p>i) For overseas vendor: Bank Guarantee must be established in favor of “Steel authority of India Ltd., Salem Steel Plant” routed through ‘STATE BANK OF INDIA, Salem Steel Plant Campus branch, Salem-636030 (Tamil Nadu), on the basis of a counter guarantee issued by beneficiary’s bank.</p> <p>ii) Earnest Money may be accepted in the form of online transfer. The proof of such transfer / transaction needs to be submitted/uploaded with the offer. However, EMD will also be accepted in the form of demand draft, pay order, Banker’s Cheque (Drawn in favor of “SAIL Salem Steel Plant” payable at “Salem”) or Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative and Gramin Bank. The tenderer is requested to upload the proof of submission of Earnest Money along with the techno-commercial bid and not to enclose the same with any part of the quotation. No request for adjustment of earlier dues in place of EMD shall be entertained. EMD will not be accepted in cash</p> <p>iii) Earnest Money may be accepted in the form of Bank Guarantee (BG-Format as per Section XII) from any Scheduled Commercial Bank except Co-operative and Gramin Bank. The BG should be submitted by the issuing bank directly to Salem Steel Plant, Salem by Registered Post with A/D superscribing “Tender for Continuous Cast Stainless Steel Slab 304 & 316 Grade” to “The GM I/c, Materials Management Department, Administration Building, Salem Steel Plant, Salem 636013, Tamil Nadu, India”. In exceptional case, if BG is received through the supplier directly, then issuing bank should be requested to immediately send an unstamped duplicate copy of the BG directly to Salem Steel Plant with a covering letter by Registered Post with A/D or courier marked to contact given in the RFQ.</p> <p>iv) Bank Details of Salem Steel Plant is Bank Name: State Bank of India, Salem Steel Plant Campus, Branch Code: 05739, IFSC Code: SBIN0005739, Bank Account No.10215486898, MICR Code: 636002005, Swift Code: SBININBB300.</p> <p>v) The stamp paper used for the Bank Guarantee shall be of the appropriate value and should be purchased on or after the date of issue of tender, on behalf of the issuing bank and issuance of amendment / extension of Bank Guarantee should also be made on stamp paper of appropriate value purchased in the name of the bank. Contact details and address of the issuing branch must be available in the bank guarantee.</p> <p>vi) Validity: Unless otherwise specified, EMD should be valid for one year and should be suitably extended by the tenderer as and when a request to do so is made.</p> <p>Note: Offers of only those tenderers shall be accepted which are</p>

	accompanied with EMD amount in the form mentioned above, and shall qualify for opening of Eligibility Criteria and Technical & Commercial bids.
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- 2) EMD or the valid document(s) for EMD exemption should be submitted in a sealed cover clearly super scribed as “**Earnest Money Deposit, date of opening, tender reference number and name of tenderer**. In case the EMD is submitted in the form of a Demand Draft, Pay Order, Banker's Cheque, or Bank Guarantee (BG), the original (hard copy) of these documents must be sent via post or courier to Salem Steel Plant at the address “**The GM I/c, Materials Management Department, Administration Building, Salem Steel Plant, Salem 636013, Tamil Nadu, India** “. These documents must be received on or before the tender closing date and time. Only those bids for which the original (hard copy) EMD documents are received by the due date and time will be considered for evaluation. Offers from bidders whose original documents are not received by the deadline will be summarily rejected.
- 3) **Validity:** Unless otherwise specified, EMD should be valid till **one year** and should be suitably extended by the tenderer as and when a request to do so is made.
- 4) **Forfeiture of EMD:** The EMD shall be forfeited:
 - a. If the tenderer withdraws or modifies its tender during the period of tender validity specified.
 - b. If the successful tenderer fails to furnish the security deposit/ PBG as asked for.
 - c. In case of any documents/ information submitted by the bidder(s) found to be false or containing the misrepresentation or having any fraudulent declaration in it.
 - d. Equivalent amount of EMD shall be recovered from the EMD exempted Manufacturers for the reasons as stated above from the amount available/due from SAIL plants/ units.
 - e. If overseas vendor fails to submit the break-up of cost and freight in Price Bid.
- 5) **Interest on EMD:** No interest shall be payable on EMD by SSP. No request for adjustment of earlier dues in place of EMD requirement shall be entertained.
- 6) The EMD of the unsuccessful Bidder’s original Earnest Money Deposit will be returned to the Bidder within 15 days of determination of L-1 tenderer.
- 7) The EMD of the successful bidder/techno-commercially qualified bidders shall be kept valid for one year, since the techno-commercial validity is for a period of one year.

SECTION IV: SCOPE & SPECIFICATION FOR CONTINUOUS CAST STAINLESS STEEL SLABS

1.0 Scope of application:

This specification is meant for procurement of continuous cast stainless steel slabs for rolling into coils for subsequent hot rolled/ cold rolled finish product.

2.0 Order quantity

Material: SS 304 Grade Stainless Steel Slab

Total Order Quantity: 50,000 T (Fifty Thousand Tons).

Order Quantity for first lot: 10,000 T (Ten thousand Tons)

The total requirement of 50,000 T will be procured in 5 lots of approximately 10,000 T each. The quantity available for each price discovery is expected to be approximately 10,000 T, subject to SSP's production requirements and prevailing market dynamics. The slabs can be shipped in a consignment of approximately 10000 T or staggered manner on mutual agreement.

3.0 Thickness of Slab

The Nominal thickness of the slab should be in the range of 140 to 200 mm. Refer Annexure-2

4.0 Width of Slab

The Nominal width of the slab should be 1295 mm. Refer Annexure-2

5.0 Length of Slab

The length of the slab for specified slab thickness should be commensurate with the weight range of the slab as specified in para no. 6.0.

The maximum length should be limited to 10.31m. Slabs with more than 10.31m length would be summarily rejected.

A maximum of 5% of the total ordered quantity may be supplied in lower length. For better understanding, Annexure 2 should be referred.

6.0 Weight of the Slab

Slab weight shall be in the range of 14.5 to 15.5T. A maximum of 5% lower weight slabs are permitted with minimum slab weight limited to 14 T. Please refer Annexure -2

Note: Exclusively for 140 mm thickness slab, the range would be between 13.6 T to 14.77 T without any relaxation

7.0 Quantity Tolerance:

+/- 25% at sole discretion of Salem Steel Plant

8.0 Completion of Supply.

The order quantity will be treated as complete, if the difference between the ordered quantity and the delivered accepted quantity is within +/- 5%.

9.0 Chemical Composition

The chemical composition for stainless steel shall conform to specifications given in Annexure – 1.

10.0 Slab Dimensions & Shape Tolerances

Shall be governed as per Annexure – 2 & 3.

11.0 Thickness Deviation across the Width

The slabs shall have flat surface and symmetrical cross section.

12.0 Surface Quality

Slabs should have uniform finish and should be free from harmful surface defects such as edge cracks, transverse/longitudinal surface cracks, surface ruptures, blow-holes, entrapments like slab casting powder, refractory, overlaps, double teeming and any other defects which may result in internal/external imperfections in the rolled product. The cut edges should be free from fins/slag.

13.0 Slab Grinding

The Supplier should inspect all the slabs before dispatch and only the slabs with surface quality suitable for hot and cold rolling should be dispatched. Supplier at their discretion can grind slabs to remove surface defect on flat surface and at edges as per their standard operating practice. If grinding is done, quality of grinding will be as per para no.14.0.

14.0 Quality of Grinding

- i) Grinding roughness (R_t) shall be aimed less than 150 microns
- ii) Localized excessive grinding shall be avoided.
- iii) In case of localized grinding of depth more than 3 mm and area 200/300 cm² near edge on one side of the slab, an identical area shall be ground at symmetrical location at other side.

15.0 Internal Quality

Slabs should be free from internal defects like blow-holes, inclusions, cracks, etc., to produce defect free product.

16.0 Inspection

The surface of hot/cold rolled coils shall be free from harmful defects including shells, slivers, seams, scabs, laminations, pipes and cracks.

While processing the material in HRM & CRM, if any defect attributed to the input material (slab) is found, Purchaser will raise a claim in respect of such defective material and the supplier has to settle the claim on mutual agreement.

17.0 Slab Marking

The slabs shall be marked legibly in bold letters on both long edges with the following details:

- Supplier's Name
- Heat Number
- Slab Number
- Grade
- Slab Weight
- Slab Dimensions (T x W x L)

18.0 Test Certificates

A Test Certificate corresponding to BIS standard giving the following details shall be furnished:

- a) Heat Number, Slab Number, Grade, Thickness, Width, Length, Chemical Composition and Weight.
- b) Confirm that "Material is free from Mercury contamination and radiation".
- c) The Manufacturer should possess and submit valid BIS standard: IS14650-2023 for manufacturing of Stainless Steel slabs along with the tender documents. Chemistry should be as per BIS standard IS6911 for coils and sheets. In case of trader or agent, the tenderer should provide the BIS certificate from the manufacturer.

Annexure – 1

CHEMICAL COMPOSITION FOR CCSS SLABS

Grade	% C	% Mn	% P	% S	% Si	% Cr	% Ni	% N	% Mo	% Ti	Nb	Others
304	0.02 - 0.07	1.0- 2.0	0.045 max	0.03 max	0.75 max	18.0- 19.0	8.0- 9.0	0.10 max	-	-		-

SL

Le-Pow

Annexure – 2

(a) SLAB DIMENSIONS

Austenitic grade desired Slab Length (m) for different weight range with slab width of 1295 mm								
Thk.(mm)↓	wt.(T)→	13.6	14	14.5 #	14.77	15	15.3	15.5
140		9.5	9.77	10.11	10.31	-	-	-
145		-	9.43	9.77		10.11	10.31	-
160		-	8.55	8.86		9.16		9.47
175		-	7.82	8.1		8.38		8.66
200		-	6.85	7.10		7.34		7.58

* For 140mm thickness slab, length of the slab shall not go below 9.5m.

Lower Slab length, based on thickness, is allowed for a max of 5% of the order quantity.

- The thickness tolerance for the entire range will be ± 5 mm but it should not go below 140 mm and above 200 mm in any case. Slab length to be adjusted to have slab weight in the above range.
- The width tolerance will be ± 10 mm in general. Width tolerance range of ± 15 mm permitted for 10% of the ordered quantity.
- For thickness not shown in the table, Slabs must confirm to the Weight Range mentioned at Clause No.6

(b) SHAPE TOLERANCES

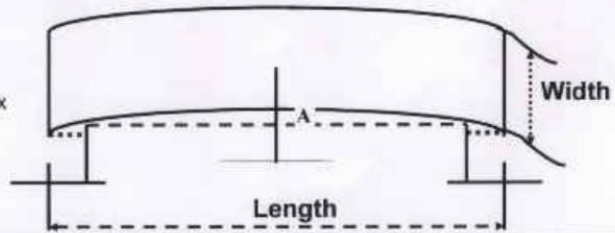
Wedge	3 mm max
Flatness Deviation	50 mm max
Camber	≤ 4 mm/m & 40 mm max
Double Flatness Deviation	50 mm max
Twist	10 mm max

(Refer diagram in Annexure – 3 for explanation)

Annexure – 3

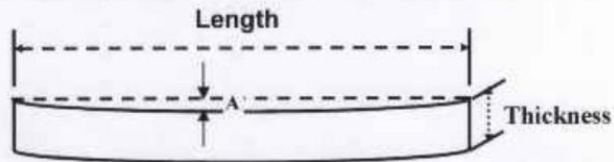
CAMBER

A max = $\leq 4\text{mm/m}$ & 40 mm max



FLATNESS DEVIATION

A max = 50 mm



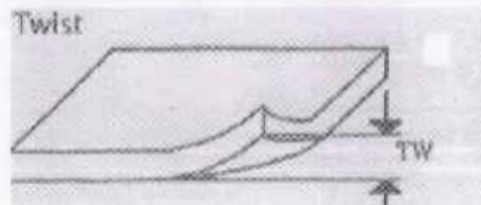
DOUBLE FLATNESS DEVIATION

A1, A2 max 50 mm



TWIST

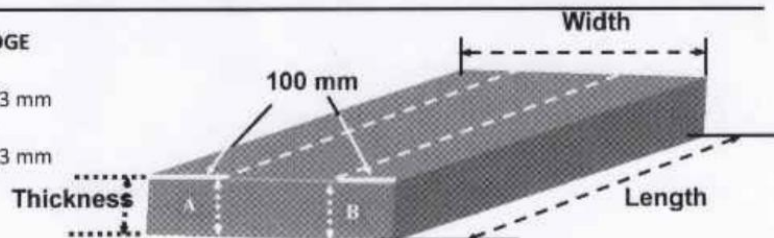
A max = 10 mm



WEDGE

A - B } 3 mm

B - A } 3 mm



SECTION V: ELIGIBILITY CRITERIA

Technical:

Sl. No.	CONTENTS
1	Tenderer can be manufacturer of Stainless Steel slab or trader or agent. In case the tenderer is a trader or agent, then they have to produce valid authorization letter from the manufacturer of Stainless Steel slab.
1.1	Documentary evidence supporting that the tenderer is a manufacturer of Stainless Steel slab or trader/agent (with valid authorization letter from manufacturer of Stainless Steel slab) in the form of company profile or product catalogue or copy of Central Excise Registration or Small-Scale Industry registration or Factory License or BIS certificate or valid ISO certificate or other documents issued by Govt. Agencies shall be submitted along with the tender. Copy of GST Registration certificate shall be submitted by the tenderer along with the tender for indigenous suppliers.
2	<p>The tenderer should submit the following documents as proof of having successfully completed supply of minimum cumulative quantity of 3000T in 304 grade (140-200mm Thickness) of Stainless Steel slab / coil / sheet / plate to any industry/institutions/customers. The quantity may have been executed through a single order or multiple orders in any one year during the last 7 financial years - i.e. from 2019-20 onwards and up to 2025-26 and from 01.04.26 until the previous month in which the tender was floated in case of financial year 2026-27.</p> <ul style="list-style-type: none"> • self-certified copies of purchase order and corresponding Invoice or Bill of Lading/ Air way Bill (For Foreign suppliers); • self-certified copies of purchase order and copy of corresponding Invoices (For Indigenous suppliers). • Name, designation, email id, phone number of contact person of the customer required for verification of credentials, if needed. <p>In support of successful completion of Purchase Orders mentioned & submitted by the tenderer, the tenderer shall submit performance certificate from the purchaser or submit a "self-attested declaration" that the items supplied against the above Purchase Orders have no adverse report from the purchaser as on Bid submission date and that the above Purchase Orders are regular orders, and not trial orders.</p> <p>Tenderers who have already supplied slabs to SSP are exempted from the above technical eligibility criteria. However, they should provide documentary evidence that they were in the business of manufacturing Stainless Steel slabs in the last seven years.</p> <p>If the tenderer is quoting on behalf of manufacturer, they should submit the above credentials of the manufacturers or their own as per the above eligibility criteria.</p>
2.1	
2.2	
2.3	
2.4	

Financial:

Sl. No.	CONTENTS						
3	<p>To assess financial capability, the tenderer shall submit audited annual balance sheet and profit & loss account for any consecutive three years out of the last four financial years before the bid Invitation date and the average of turnover values for those three consecutive years shall be equal to or more than the value as mentioned in the below table (equivalent value in USD for foreign suppliers prevailing on bid opening date).</p> <table border="1" data-bbox="464 651 1524 786"> <thead> <tr> <th data-bbox="464 651 576 741">S.NO</th> <th data-bbox="576 651 1326 741">Grade</th> <th data-bbox="1326 651 1524 741">Turnover (in Crores)</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 741 576 786">1</td> <td data-bbox="576 741 1326 786">304 Grade Slab (140-200mm Thickness)</td> <td data-bbox="1326 741 1524 786">65</td> </tr> </tbody> </table> <p>For indigenous bidders, audited Profit & Loss accounts certified by Chartered Accountant, submitted by tenderer in support of turnover, should contain the Unique Document Identification Number (UDIN).</p> <p>In case of overseas bidders, if Chartered Accountants Certificate/Financial statement are not audited by Chartered Accountants, the statement must be certified by an independent agency/director or company secretary of the bidder authorized to certify such financial statements</p>	S.NO	Grade	Turnover (in Crores)	1	304 Grade Slab (140-200mm Thickness)	65
S.NO	Grade	Turnover (in Crores)					
1	304 Grade Slab (140-200mm Thickness)	65					
3.2	<p>PROVISION FOR FIRM(S) WHO HAVE STARTED BUSINESS SINCE LAST TWO YEARS. (For Indigenous suppliers)</p> <p>304 Grade (140-200mm Thickness slabs) : 10000 T</p> <p>Case-I If Turnover value is in increasing trend, then the average of the two year Turnover values must be equal to or more than Rs.55.25 Crores.</p> <p>Case-II If Turnover value is in decreasing trend, then the lower of the two year Turnover values must be equal to or more than Rs.55.25 Crores.</p>						
4	<p>SSP reserves the right to call for original documents for verification at any time during tendering, evaluation and / or the execution of the contract. In any case of any documents / information submitted by tenderer(s) is found to be false or containing any misrepresentation of having any fraudulent declaration in it, then in such eventuality, legal action (including cancellation of contract, banning of business dealing, damages, criminal proceedings etc.) as deemed fit may be initiated by SSP against the tenderer.</p>						

SECTION VI: COMMERCIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1.0 **Quantity:** Salem Steel Plant intends to procure 50,000 MT of Stainless Steel Slabs of 304 (140-200 mm thickness) for a period of one year with price discovery on periodical basis as per the Salem Steel Plant's production requirement/market condition through Global Tender basis. The quantity for Cycle/Phase I price discovery is 10,000 MT. The tender quantity is tentative and may vary as per actual requirement of Salem Steel Plant. The Cycle/Phase I requirement is 10,000 MT.
- 2.0 **Validity of offer:** Techno-commercial terms & conditions shall be frozen for one year and price discovery shall be done on periodical basis with a provision for inclusion of new eligible vendors at the time of each cycle price discovery. The bidders participated in each phase of price discovery will be techno-commercially evaluated and if the bidders are techno-commercially qualified, these bidders will be considered as "Empanelled bidders". In subsequent phase of price discoveries, the empanelled bidders are required to submit a declaration mentioning that they are "empanelled bidders" and are required to submit only price bid, when tenders are called. Likewise, the new bidders or bidders, who were techno-commercially disqualified in earlier phase of price discoveries can participate in subsequent phase of price discoveries and are required to submit complete documents, as per the eligibility criteria. Upon techno-commercial evaluation and acceptance, these bidders will be added to the "empanelled bidders" list and they will be allowed to participate in next phase/cycle of price discovery.
 - 2.1. Techno-Commercial bid shall be kept valid by the bidder for one year, from the date of tender opening / rescheduled tender opening (excluding the date of tender opening). If required, the bidders would be requested to extend the techno-commercial validity for further period till completion of tendered quantity.
 - 2.2. **Validity of Price Bid:**
 - 2.2.1. Price bid submitted along with techno-commercial offer shall be valid for 30 days (excluding the date of opening) after the due date of opening of EMD and techno-commercial bid.
 - 2.2.2. If lowest price is discovered through Reverse Auction (RA) then such lowest price (discovered through RA) shall be kept valid by bidder for 30 days after the completion of RA process which includes price discovery and online price matching at MJ platform (excluding the date of completion of RA process as defined above).
- 3.0 **Delivery/Delivery Schedule:** Timely delivery is the essence of the contract and must be completed as per the dates specified therein. Delivery shall be governed by Delivery Clause of SAIL-P1
 - 3.1. **For Domestic suppliers:** Delivery shall be completed within 50 days from the date of placement of order by SAIL/SSP.
 - 3.2. **For Overseas suppliers,** the date of **Bill of lading** (B/L) should be within 50 days from the date of placement of order.
 - 3.3. **Mode of dispatch:** The seller shall be responsible for making all transportation arrangements for timely supply of materials to fulfill the delivery schedule. Materials shall be dispatched by road in full truck-loads, fully covered on freight pre-paid and door delivery basis. Transportation shall be arranged by the supplier. The freight to be quoted inclusive of transportation, handling and other miscellaneous charges, on door delivery basis.
 - 3.4. **Completion of ordered quantity (i.e. for last consignment)** – The supply of ordered quantity shall be treated as complete if the difference between the ordered quantities and supplied quantity is within (+/-) Five Percentage (5%) of the order quantity. The tenderer shall not get any payment for supplied quantity exceeding (+) 5% of the order quantity.

- 3.5. **Extension of Delivery Period:** Suppliers shall obtain extension of Delivery Period prior to despatch of materials, wherever the delivery period has expired. In case materials are dispatched after expiry of delivery period, without obtaining further extension of Delivery Period, Salem Steel Plant shall be at liberty not to accept such consignments. This is without prejudice to Salem Steel Plant's right to take action as per contract including the Risk Purchase action, wherever the suppliers fail to supply the material as per Purchase Order terms.
- 4.0 **Pricing Terms:** The price offered by the bidders should be on F.O.R Salem Steel Plant basis by indigenous bidders and on CIF Chennai Seaport basis for overseas bidders. The CIF Chennai Seaport price(s) include cost of the Materials, Ocean freight, all cost of stamping, painting, marking, protection or preservation and packing of materials, harbour dues, loading charges, heavy lift charges, stowage costs, any export duties or other fees or charges levied at the port of despatch. Also, price(s) include all discharging costs that may occur at the port of destination such as Steamer Agent's charges, stevedoring charges, heavy lift charges, berthing charges, wharfage etc,. The price(s) further include all rights (if any) of patent, registered design, royalty or trade mark and the Seller shall indemnify the Purchaser against all claims in respect of the same.
- 5.0 **Mode of dispatch:**
- 5.1. **For Domestic Supplies:** Mode of dispatch shall be by road/rail on F.O.R / Door Delivery on Salem Steel Plant basis
- 5.2. **For Imports:**
- 5.2.1. Mode of dispatch shall be by Sea on CIF Chennai Seaport basis.
- 5.2.2. The supplier shall arrange shipment by Indian Flag vessels and/or through any of carriage on regular liner service, and should be Lloyd's 100 A1 classification or equivalent. Details of the vessel shall be communicated to the purchaser by the seller. Every shipment must be made under bill(s) of lading, "Freight prepaid." The date of bill of lading shall be treated as date of shipment. **Incase of transportation through containers, minimum 14 (Fourteen) days detention free time should be available to SAIL/SSP for clearance & unloading of containers.**
- 6.0 **Packing & Marking:**
- 6.1. Responsibility for proper packing – The Supplier shall be responsible for the stores being sufficiently and properly packed, for transport by rail/road/sea/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination. Packing material shall not be returned to the Supplier, unless stated otherwise. The extant Government guidelines with regard to packing material, wherever applicable, shall be adhered to by the supplier
- 6.2. Marking of Packages, Packing, etc. - Each package delivered under the Contract shall bear the following:
- Name of the Supplier & address
 - Contract Number & date
 - Consignee's name and address
 - Brief Description and quantity of contents
 - Wherever applicable the following should be indicated:
 - Gross weight, net weight
 - Distinctive number or mark / identification which is also to be shown, for the purpose of identification, on the Supplier's packing list.
- 6.3. In case of overseas suppliers, all packages shall be clearly and properly marked in English Language with indelible paint in contrast colour with the name of the supplier, item name & Size, Gross weight, net weight, package no., Order no. and Port of Loading & Unloading. For overseas suppliers, Load port weightment

certificate issued by third independent inspection agency shall be final for all purposes.

- 6.4. Overseas supplier: The Material should be suitably & securely packed for dispatch by air/ sea, which is necessary in accordance with international standard practice & procedure.
- 6.5. Overseas supplier shall arrange Phyto-Sanitary Certificate, if required from authorized agency for packing materials made of wood/wood products, wherever applicable. Material shall be properly packed in standard sea-worthy packing capable of withstanding handling and journey by sea/rail/road up to the consignee. The seller shall compensate the buyer for any loss sustained due to defective packing or marking of the goods.

7.0 **Inspection:**

- a. **Sampling & Analysis at buyer's plants:** SSP reserves the right to inspect & analyse the material at their plant. Samples shall be collected on representative basis and testing / analysis of material shall be done upon receipt of material at Salem Steel Plant, as per prevailing procedure at SSP.
- b. In case any other variation from the Purchase Order specifications is observed, the following shall be applicable
 - 1.] In case the material is usable (as decided by user dept.), the buyer at their discretion shall put up the matter to Material Review Board who will decide the amount to be recovered from the supplier and supplier shall remit that amount to the plant on receiving intimation from the plant. The seller shall provide additional rebate/diminution in price in subsequent invoice or by direct remittance to plant's account.
 - 2.] In case the buyer decides that the material is not usable/ Materials not confirming to the specifications, same shall not be used and shall lie rejected at the risk and cost of seller and the seller shall be informed of such rejection and action as per standard practice of respective SAIL/SSP including replacement of rejected material and the supplier shall replace the material free of cost, on Duty Delivery Paid (DDP) plant stores basis.
- c. The supplier shall lift the rejected material within 30 days from the date of intimation at his own cost, failing which SAIL may dispose off the rejected material at its discretion and will stand absolved of all responsibilities towards the supplier for rejected material. If such deviations from A/T (Purchase Order) specifications persist, SAIL/SSP shall have the right to terminate the contract/ Purchase Order without prejudice to its rights under the contract.
- d. Even in those cases where the material is accepted as per above, buyer reserves the right to re-inspect material.

8.0 **Taxes & Duties: (For Domestic Quotations only):** Applicable GST etc. shall be clearly mentioned in the quotation with respective Registration Numbers.

- 8.1. *GST: In case the Manufacturer is exempted from payment of GST or the same is Not Applicable the same shall be clearly indicated in the offer and reasons for the same are to be recorded and certificate/relevant document to this effect is to be submitted.*
- 8.2. *In case GST is applicable and is on turn-over basis, the present applicable rate of GST along with the maximum applicable rate of GST should be indicated, and the applicable maximum GST shall be loaded while working out the Landed Cost/Landed Cost net of Input Tax Credit.*
- 8.3. *Variation in Taxes & Duties: Where Taxes & Duties are quoted as extra, fresh imposition or variation in statutory taxes / duties / levies if imposed within contractual delivery period will be payable by SAIL STEEL PLANT on submission of documentary evidence. However, fresh imposition or variation in statutory taxes /*

- duties / levies, if imposed beyond the contractual delivery period, shall be admissible / availed of, provided it is Input Tax Credit is admissible against these levies.*
- 8.4. *All tax rates currently applicable should be indicated in the techno-commercial bid. Duties and taxes, however, will be reimbursed against documentary evidence at the rates applicable at the time of dispatch.*
- 8.5. *It shall be the sole responsibility of the tenderer to ensure that all kinds of taxes/ duties/ levies especially are quoted as per the exiting tax provisions/ law of the land. SAIL shall not bear any responsibility, whatsoever, with regard to non/ delayed payment of taxes/ duties/ levies by the Tenderer to the concerned Taxation Authorities. Further, the invoices submitted against the supplies made to SAIL plants/ units for payment should be as per PO (Purchase Order).*
- 8.6. *Further in case of any dispute regarding non-payment of tax/ duty by the Tenderer which results in any proceeding against any SAIL plant/unit(s), then the disputed amount shall be withheld/ deducted (as the case may be) from the Tenderer.*
- 8.7. *Where Taxes & Duties are quoted as extra, fresh imposition or variation in statutory taxes / duties / levies if imposed within contractual delivery period will be payable by SAIL on submission of documentary evidence. However, variation beyond the contractual delivery period shall be borne by supplier.*
- 8.8. *However, in the event of such statutory variations resulting in reduction of the quoted prices, such benefit shall be passed on to the purchaser by the bidder.*
- 8.9. *Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law. This shall be ensured before releasing any payment to the supplier after verification of GSTR-2A/ any other document/ form specified under extant GST Law. However, for Micro & Small Enterprises (MSE), payment shall be made within a statutorily defined period as per extant GOI Rules.*
- 8.10. *The L-1 price shall be arrived at on weighted average landed cost net of Input Tax Credit of GST, if available to SAIL plants under the GST regime. SAIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier for additional payment/ liability shall not be admitted and has to be borne by the Vendor/ Supplier. Notwithstanding anything contained herein, SAIL reserves the right to issue/ amend any clause contained herein, in compliance of the GST law.*
- 8.11. **TDS FOR INCOME TAX:** *Tax deduction at source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per Income Tax Act and Rules.*
- 8.12. **OTHER TAXES:**
- 8.12.1. *For the purpose of levy and imposition of GST, the expressions shall have the following meanings:*
- a) *GST- means any tax imposed on the supply of goods and/or services under GST Law.*
 - b) *Cess- means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.*
 - c) *GST Law – means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.*
- 8.12.2. *The rates quoted by the Vendor/ Supplier/ Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/ Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/ Supplier/ Contractor to make all possible efforts to make their accounting/ IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SAIL plants.*

- 8.12.3. If, under the terms of the contract, any material or services are issued free of cost to the contractor, SAIL shall pay GST at the applicable rate on the value of such material or services at the time of issue of material or services. Contractor will not charge further GST on the free issue of material. Further, in cases where GST is leviable on any facility provided by SAIL and used by Vendor/ Supplier/ Contractors and the consideration for which is recovered by SAIL in the form of reduction in the value of invoice raised by Vendor/ Supplier/ Contractor, then SAIL will raise GST invoices on such transactions and the same will be borne by the Vendor/ Supplier/ Contractor.
- 8.12.4. Evaluation of L-1 price shall be done based on average landed cost net of Input Tax Credit of GST, if available to SAIL plants. SAIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/ Supplier/ Contractor for additional payment/ liability shall not be admitted and has to be borne by the Vendor/ Supplier/ Contractor. The supplier under Composition Scheme should carefully understand the implication of Input Tax Credit (ITC) before quoting the rates.
- 8.12.5. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequently to the final date of submission of tender or reverse auction by the Central/ State Government & Local Authorities and such new taxes, duties and levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/ Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a) If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made.
 - b) In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SAIL.
- 8.12.6. In case of variation (increase/ decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a) If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
 - b) In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to SAIL plants. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 8.12.7. Vendor/ Supplier/ Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/ or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SAIL in the customized format shared by SAIL in order to enable SAIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable SAIL plants to claim input tax credit in relation to any GST payable under this contract or in respect of any supply under this contract.

8.12.8. *In case Input Tax Credit of GST is denied or demand is recovered from SAIL plants by the Central/ State authorities on account of any non-compliance by Vendor/ Supplier/ Contractor, including non-payment of GST charged and recovered, the Vendor/ Supplier/ Contractor shall indemnify SAIL plants in respect of all claims of tax, penalty and/ or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SAIL, at its discretion, may also withhold/ recover such disputed amount from the pending payments of the Vendor/ Supplier/ Contractor.*

8.12.9. *Vendor/ Supplier/ Contractor shall maintain high GST compliance rating track record at any given point of time.*

8.12.10. *Vendor/ Supplier/ Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure as per CGST Act, 2017.*

8.12.11. *Vendor/ Supplier/ Contractor shall avail the most beneficial Notifications, abatements, exemptions etc, if any, as applicable for the supplies under the Goods and Service Tax Act.*

9.0 **Quantity Tolerance:** Salem Steel Plant reserves the right to increase or decrease the ordered/tendered quantity by 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

10.0 **Freight Charges:**

10.1. **For Indigenous Vendor:** The freight charges are to be quoted inclusive of transportation, handling and other miscellaneous charges on door delivery basis. However, unloading of material at plants shall be arranged by the SAIL/SSP.

10.2. **For Overseas Vendor:** The ocean freight charges are to be quoted inclusive. The ocean freight charges should be quoted considering the following parameters-

10.2.1. In case of transportation through containers, 14 days free time for clearance of consignment at Chennai Seaport from Customs / Port authorities should be mentioned on the bill of lading.

10.2.2. For CIF consignment the age of the vessel to be used by shipping line should not be more than 30 years. The "vessel fitness certificate" issued by Lloyds register is to be provided.

10.2.3. Approximate dimensions of the package and gross weight should be indicated in quotation.

10.2.4. The vessel should also be engaged in regular liner service.

11.0 **Payment Term:**

11.1. **Applicable for Domestic Suppliers:**

11.1.1. 100% payment in Indian Rupees shall be made within 30 days after receipt and acceptance of the materials at Salem Steel Plant.

11.1.2. The following documents should be submitted to the authorities SAIL/SSP, as indicated below. The number and date of order should be invariably quoted in the bills. To be submitted to the paying authorities of the SSP:

- a) Commercial Invoice
- b) Lorry Receipt (LR)
- c) Third Party Inspection certificate, if applicable issued by Independent Inspection Agency – Original + 2 copies (if the seller is a trader).
- d) Manufacturer's test certificate, if applicable - Original + 2 copies (Both Producers as well as Traders have to provide)
- e) Certificate by the seller, to the effect that the material shipped are strictly as per the contractual specifications
- f) Packing List - Original + 2 copies. Packing list should indicate the package wise Gross and Net weight.

- g) Delivery Challan.
- 11.1.3. Salem Steel Plant reserve the right to make any recoveries including penalties, short receipt and rejection from any of Seller's subsequent bills. The tender not conforming / not agreeable to the above payment terms as indicated in this RFQ shall be rejected.
- 11.1.4. If payment through Letter of credit (L/C) payable at sight is agreed to for indigenous suppliers, then following shall be applicable
 - a) All charges including Letter of Credit confirmation charges shall be borne by Supplier. In case Letter of Credit is extended for reasons attributable to Supplier, the extension charges will be borne by the Supplier.
 - b) The Letter of Credit shall be valid for delivery period for shipment plus negotiation period, which will be 21 days
- 11.2. **Applicable for Overseas suppliers:** 100% payment shall be made on Cash Against Documents (CAD) basis on net CIF value (less agency commission, if any) against Original shipping documents, payable from B/L date or on arrival of the vessel at discharge port, whichever is earlier through banking channel as indicated by SSP with bank charges in respective account
 - 11.2.1. Documents Required
 - a) 3/3 sets of original clean on Board Bill(s) of lading made out to order and bank endorsed marked notify "STEEL AUTHORITY OF INDIA LTD, SALEM STEEL PLANT, SALEM – 636013, TAMIL NADU, INDIA"
 - b) Manufacturer's Test cum Guarantee certificate.
 - c) Signed commercial Invoice in quadruplicate.
 - d) Certificate of origin issued by Chamber of Commerce in quadruplicate.
 - e) Packing list in quadruplicate.
 - 11.2.2. If payment through Letter of credit (L/C) payable at sight is agreed to, then following shall be applicable
 - a) All charges including Letter of Credit confirmation charges outside India, shall be borne by Supplier and those in India will be borne by Purchaser. In case Letter of Credit is extended for reasons attributable to Supplier, the extension charges will be borne by the Supplier.
 - b) The Letter of Credit shall be valid for delivery period for shipment plus negotiation period, which will be 21 days
 - 11.2.3. Refer SAIL P1 towards payment of the agency commission (if any) to the Indian agent.
 - 11.2.4. Three sets of non-negotiable shipping documents as mentioned above to be Air-mailed to the Purchaser, in advance.
 - 11.2.5. Inspection and test cum guarantee certificate, if applicable: The Seller should submit Manufacturer's Test Cum Guarantee certificate along with every consignment, clearly indicating the relevant parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects. (Refer specification for details)
 - 11.2.6. Certificate by the seller, to the effect that the material shipped are strictly as per the contractual specifications.
 - 11.2.7. Phyto-sanitary certificate, if wooden packing is involved.
- 12.0 **Weighment**
 - 12.1. **For Domestic Supplier:** All the trucks shall be weighed at the destination at the purchaser's weighbridge(s). If the weighment at purchaser's weighbridge(s) is found to be more than the challan weight, the payment shall be restricted to the challan weight. In case the weighment at purchaser's weighbridge(s) is found to be less

than challan weight, the weighment at purchaser's premises shall be final for the purpose of payment.

12.2. **For Overseas Supplier:** Please refer SAIL-P1. Weight mentioned in the third-party inspection certificate or the Bill of Lading whichever is less, shall be final for all the payment purposes.

13.0 **Insurance:**

13.1. **For Domestic Quotations** – The transit insurance of the material from vendor's premises to SAIL SSP store on door delivery basis shall be the responsibility of the supplier. Material shall be supplied on insurance paid basis.

13.2. **For Overseas Quotations** – The marine insurance upto Chennai Seaport shall be under the scope of the supplier

14.0 **Rejection: Please refer SAIL/P-1**

14.1. **For Domestic Quotations:** Materials conforming to the specifications mentioned in the Order only should be loaded. Materials not conforming to the order specifications, as per destination analysis results, shall stand rejected. Any stores inspected and rejected at Purchaser's premises must be removed by the Supplier within 30 days from date of receipt of intimation of rejection of supplies in case of indigenous suppliers. If the rejected goods have already been paid for (partly or fully), the supplier shall before removal of rejected goods, either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods, freight, taxes, duties etc.) or refund the payment received as well as make full compensation for freight taxes, duties etc. Such rejected Stores shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit, the Purchaser shall have the right to dispose-off the said rejected materials as he may deem fit without any financial obligation to the supplier. In case rejected materials cannot be returned at the Buyer's end or the Buyer could not return the rejected materials or the rejected material is consumed due to the operational requirements of the plant, the amount of penalty to be imposed shall be decided by the purchaser and the supplier shall remit the same to the purchaser on receipt of such intimation. All costs associated with above shall be borne by supplier.

14.2. **For Overseas Quotations:** Only materials conforming to the specifications mentioned in the Order should be loaded. Materials not conforming to the order specifications, as per Load Port analysis results, shall stand rejected. **The stores do not conform to the ordered specifications, discrepancy in this regard will be intimated to Supplier within 60 days from date of receipt of the material at stores.** On receipt of such discrepancy letter Supplier will have the option to inspect the material jointly at destination, if they so desire. In case the Supplier does not exercise this option within 4 weeks from the date of receipt of intimation, the discrepancy will be treated as final conclusion & materials will be replaced by correct supply on DDP Purchaser's Store basis (even in FOB contracts) and all charges, duties, freight, insurance etc., up to Purchaser's Stores, will be borne by Supplier. In case rejected materials cannot be returned at the Buyer's end or the Buyer could not return the rejected materials or the rejected material is consumed due to the operational requirements of the plant, the amount of penalty to be imposed shall be decided by the purchaser and the supplier shall remit the same to the purchaser on receipt of such intimation. All costs associated with above shall be borne by supplier.

15.0 **Failure and Termination:** Should the supplier fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his option, to the following:

- 15.1. **Liquidated Damages:** Liquidated Damages, not by way of penalty, @0.5% per week or part thereof subject to maximum of 10%, on the basic price of the materials (excluding taxes & duties) shall become recoverable and recovered from the supplier. Liquidated Damages shall be applicable on the qty. of materials delivered after the expiry of the delivery period mentioned in the purchase order. The date of receipt of material at respective Salem Steel Plant shall be considered for the purpose of LD calculation for indigenous suppliers.
- 15.2. **Risk Purchase:** If the Supplier fails to deliver the stores either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items for which delivery has expired without canceling the contract in respect of the stores not yet due for delivery, or to cancel the contract based on progress of work, including stores not due for delivery, and, if thought fit/necessary, to purchase the stores at the risk and cost of the Supplier. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.
- 16.0 **Security Deposit:** Security Deposit for an amount covering 3% (three) of the total order value (excluding taxes & duties) of the contract, has to be submitted by supplier within fifteen days (twenty-one days for overseas suppliers) of the date of Purchase Order.
- 16.1. **For Indigenous supplier:** Security Deposit can be submitted either in the form of Demand draft / Pay order / Banker's Cheque or Bank Guarantee issued by any scheduled commercial Bank other than Co-operative and Gramin bank. The Demand Drafts/ Pay Order/ Banker's Cheque should be payable at the SAIL/SSP. BGs should be from banks having branch at Salem and endorsed by the corresponding local bank at Salem and as per Proforma provided at Section XIII.
- 16.2. **For Overseas supplier:** Security deposit can be submitted in the form of Demand Draft or Bank Guarantee on the C.I.F value (on which order is placed) in foreign currency. In case Security Deposit is submitted in the form of Demand Draft, then it shall be payable at respective SAIL unit. In case Security deposit is submitted in the form of Bank Guarantee, then it must be established in favour of Steel authority of India Ltd., SAIL Salem Steel Plant routed through State Bank of India, Salem Steel Plant Campus Branch on the basis of a counter guarantee issued by beneficiary's bank.
- 16.3. Bank Guarantee shall be submitted as per Proforma available at Section XIII.
- 16.4. In case Security deposit is submitted in the form of Bank Guarantee, then Manufacturer shall ensure that Bank Guarantee is to be submitted by the issuing bank directly to SAIL/SSP by Speed Post / courier marked to contact given in Purchase Order.
- 16.5. Bank Guarantee shall be submitted as per Performa enclosed along with the tender. The stamp paper used for the Bank Guarantee shall be of the appropriate value and should be purchased on or after the date of placement of order. The stamp paper used for the Bank Guarantee should be purchased on behalf of the issuing bank and issuance of amendment / extension of Bank Guarantee should also be made on stamp paper of appropriate value purchased in the name of the bank. Contact details and address of the issuing branch must be available in the bank guarantee.
- 16.6. Failure for submission of Security Deposit: Failure to submit Security Deposit within the period specified, will constitute a breach of the contract and Purchaser shall be entitled to forfeit the EMD and to take alternate procurement action at the risk and cost of the supplier.

- 16.7. Interest–No claim shall lie against SAIL plant either in respect of interest on Security Deposit or depreciation in value.
- 16.8. The Security Deposit Bank Guarantee (SDBG) shall be kept valid and in full force and effect till a period of three months from the date of delivery of the last consignment of the Purchase Order. The SDBG shall be operable at the local branches of issuing bank located at the SALEM.
- 16.9. Return of BG –On due performance and completion of the contract in all respects, Security Deposit shall be returned to the supplier without any interest.
- 16.10. In case the supplier delays submission of Security Deposit, a penalty of 0.2% of the original SD amount per completed day of delay, limited to an amount not exceeding 5% of the original SD / PG amount shall be applicable. Payment for executed portion of order shall commence on submission of requisite SD.
- 17.0 **Force Majeure:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 18.0 **Conciliation and Arbitration:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 19.0 **Legal Jurisdiction:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 20.0 **Integrity Pact:** The Integrity Pact is an agreement between the Principal and bidder for a public contract, binding both parties to ethical conduct. It contains rights and obligations to the effect that both sides will be transparent in their dealings that neither side will pay, offer, and demand or accept bribes, that bidder will not collude with competitors to obtain the contract, etc.
- 20.1. SAIL was one of the pioneers to adopt Integrity Pact. At present the pact is an integral part of all Tenders/Contracts & Long Term Agreements valuing Rs.20 Crore and above.
- 20.2. For monitoring of Integrity Pact, SAIL, presently has the following eminent personalities as Independent External Monitors (IEM), appointed after approval of Central Vigilance Commission:
- Ms. Nirmal Kaur, IPS (retd), Ex-Chairman, Jharkhand Police Housing Corporation, e-mail: nirmalkaur1983@gmail.com
 - Ms. Aradhana Johri, IAS (retd), Ex-Secretary to Government of India, e-mail: johri.aradhana@gmail.com
 - Sh. Arun Kumar Sharma, Ex-Director (Finance), IOCL, e-mail: sharmaak6@gmail.com
- 20.3. The task of the IEMs is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 20.4. In tenders where Integrity Pact is involved, SAIL sends the IP duly signed in advance to the bidders who are required to sign the Pact and submit it with their bids. Bids received without the duly signed IP are rejected. In all Tenders covered under Integrity Pact, Name and email ID of all IEMs is mentioned.
- 20.5. Bidders, if aggrieved, may approach competent authority/operating authority of the Tender, Chief Vigilance Officer of SAIL or IEMs of SAIL. The IEMs may also be contacted through Integrity Pact Secretariat (email: sail.ip.secretariat@sail.in), 16th Floor, SCOPE Minar, Laxmi Nagar District Centre, Delhi-110092. (SAIL's Integrity Pact is available in www.sailtenders.co.in/Standard Documents)
- 20.6. The bidder(s) will be required to enter into an "Integrity Pact" with SAIL. The integrity pact has to be signed by the proprietor / Owner /partner /Director or by their duly authorized signatory of the bidder(s) with authorized representative of SAIL. The integrity pact is enclosed at Section XV.
- 20.7. IN CASE OF FAILURE TO RETURN THE INTEGRITY PACT ALONGWITH THE OFFER DULY SIGNED BY THE AUTHORITY AS MENTIONED ABOVE WILL

DISQUALIFY THE OFFER. The tenderer is required to sign the Integrity Pact & return the same along with the techno-commercial bid.

- 21.0 **Language:** Offer submitted by the tenderer and all correspondence and documents relating to the offer exchanged between the tenderer and the Purchaser shall be written in the English Language. Any printed literature furnished by the tenderer may be written in another language so long as it is accompanied by a duly signed English translation in which case, for the purposes of interpretation of the offer, the English translation shall govern.
- 22.0 **Rescinding of Contract:** SAIL, reserves the right to suspend/cancel/terminate/ short-close/divert the order, if any supplier's performance is consistently poor, and is found unsatisfactory. The supplier will not be entitled to claim any loss or damage because of and owing to such suspension/ cancellation/ termination/ short-closure/ diversion and SAIL will not be liable for the same.
- 23.0 **Banning of Business Dealings:** SAIL, The Company reserves its rights to remove from the list of approved supplier/ contractors or to ban business dealing, if any agency has been found to have committed misconduct, and also to suspend business dealing pending investigation. The procedure, under which removal of an agency from the list of approved suppliers / contractor or suspension or banning of business dealing will be dealt, may be referred on our website www.sailtender.co.in as a part of the tender documents.
- 24.0 Banned/Suspended firms/ suppliers etc., are not eligible for submission of quotations against the tender, during the period for which they have been suspended/banned for business dealings with Any SAIL Units/SAIL and if submitted, those offers/quotations will be treated as unsolicited & will not be considered.
- 25.0 **Declaration by the Tenderer:** By participation in this tender the Bidder / Tenderer is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood **Non-collusion, Authenticity of documents, Anti-Bribery, Representation of Single/Multiple Firms by authorised person, Relationship with any employee working in plant / unit concerned or directors of SAIL including its subsidiaries, Minimum local content as applicable, if applicable, Conflict of interest as per Form F1 of Section VII of RFQ.** In case of non-compliance, SAIL may at its discretion, invalidate their bid, exclude them from future tenders, pursue damages or other forms of redress from them (including but not limited to damages 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.
- 26.0 **Recovery of Amount:** Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole the security deposited by the Supplier, if a security is taken against the contract. In the event of the security being insufficient or if no security has been taken from the Supplier, then the balance or the sum recoverable, as the case may be, shall be deducted from any sum when due or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser / Company. Should this sum be not sufficient to cover the full amount recoverable the Supplier shall pay to the Purchaser / Company on demand the remaining balance due.
- 27.0 **Indemnity:** The Supplier shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accidents or damage which may occur or failure of the supply from whatever cause arising. The Supplier shall be entirely responsible for the sufficiency of all the means used by them for the fulfillment of the contract.
- 28.0 **For Foreign Bidders:** Tenderer should quote as per INCOTERMS – 2000 (or prevailing) as may be revised from time to time, clearly indicating CIF Price on Chennai Seaport

basis. Evaluation shall be done on CIF basis. However, Purchaser reserves the right to place order on FOB, FCA or CFR or CIF basis. Offer should be submitted directly by the manufacturer.

28.1. As a policy, SAIL would not like the foreign bidders to appoint any Indian Agents. However, in case, it is necessary to engage an Indian agent, they shall furnish the following details in the techno- commercial offer:

- i. Details of agent, address, fax, e-mail address etc.
- ii. Amount of commission included in FOB price(s) for such Indian agent as a percentage of the FOB price.
- iii. One agent cannot represent more than one supplier/principal/OEM or quote on their tender. In case one agent represents two suppliers or quotes on their behalf in the tender, all the tenders may be liable for rejection.
- iv. Confirmation of the bidder that the commission, if any, payable to his Indian agent shall be paid by SAIL in Indian Rupees.
- v. All Indian agents should necessarily get registered with purchaser, for release of agency commission against the order.
- vi. Agency commission shall be paid on expiry of 90 days after the discharge of the obligations under the contract and the same will be released in INR;
- vii. **Disclosure of Particulars of Agents/ Representatives in India. If Any shall be as per Clause no.30.3 of SAIL P1.**

29.0 Deviations: In general, no deviation from RFQ terms shall be acceptable. However, in exceptional cases only SAIL/SALEM STEEL PLANT will be empowered to approve any deviations from tender document/RFQ terms asked for by the supplier, if necessary.

30.0 Bank Details: Tenderer should indicate their complete banker's details i.e. account number, bank name, bank city, branch name, Swift code, IBAN and Branch Code in their offer.

31.0 Bank Charges: All bank charges within India shall be borne by respective SAIL Plants and all bank charges outside India shall be borne by the seller.

32.0 Country of Origin: In case of overseas supplies, 'Country of Origin' Certificate issued by Chamber of Commerce or Industries / self-attested copy of 'Country of Origin' should be submitted along with the shipping documents, indicating the name of the manufacturer, his address and year of manufacture, wherever applicable.

33.0 Exception to the Tender Document: SAIL, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right.

33.1.1. To accept or reject the lowest bid or any other tender or all the tenders.

33.1.2. To accept any tender in full or in part.

33.1.3. To apportion the total quantity amongst different tenderers.

33.1.4. To order for the quantities in any size/Plant or combination of sizes

33.1.5. To allocate the quantity ordered for supply to any of the Steel Plants.

33.1.6. To revise/short close the RFQ quantity at any stage of tendering.

34.0 **Purchase Preference:** Any purchase preference to Make in India Suppliers and MSE Suppliers, shall be based on the extant guidelines of Govt. of India and guidelines of SAIL Plants / Units. **Micro and Small Enterprises (MSEs):** In line with the Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012, issued vide Gazette Notification dated 23.03.2012 and amendments thereof the tenderer who is registered as Micro/small Enterprises must submit valid self certified copy of Udyam Registration Certificate (URC) issued after registering on the Udyam Registration Portal i.e. <https://udyamregistration.gov.in>. In case Udyam Registration Certificate (URC) is not provided, they shall not be eligible to the benefits admissible under the Act. **Public Procurement (Preference to Make in India), Order 2017:** Procurement against this tender will be governed by the provisions enumerated in Govt. of India order no. P-45021/2/2017-PP(BE-II) dt. 15.06.2017 duly amended dt 28.05.2018, 29.05.2019,

04.06.2020 and 16.09.2020. Any subsequent modification / guidelines issued further from time to time shall also be applicable. The Bidders shall provide self-certificate / certificate from the statutory auditor or cost auditor of the Company (in the case of companies) / from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies), as applicable, indicating whether they are class-I local supplier / class-II local supplier as per **Form-F6 of Section VII** to be submitted along with Techno-Commercial.

- 35.0 **Immunity to Government of India** :As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 36.0 **Intellectual Property Rights Indemnity:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 37.0 **Confidentiality:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 38.0 **Backing out by bidder / withdrawal of offer:** If the bidder withdraws or modifies their bid during the period of validity or if they are awarded the contract and fail to submit performance security as per the deadline defined in request for bid documents, they will be suspended from being eligible to participate in future tenders as per the prevalent guidelines of SAIL.
- 39.0 **Code of Integrity:** As per SAIL P1, Available on the SAIL Tender website <https://sailtenders.co.in>
- 40.0 **Business responsibility and sustainability:** At SAIL, we deeply value the vital role that companies can play in safeguarding and promoting human rights in the long term. We recognize our responsibility to uphold the spirit of human rights, as outlined in existing international standards, such as the Universal Declaration and the Fundamental Human Rights Conventions of the International Labour Organization. SAIL expects its suppliers to develop and implement policies and procedures to ensure all human rights in their business and to encourage their suppliers to do likewise. Our Human Rights Charter is available at <https://sail.co.in/sites/default/files/2023-09/Human-Rights-Charter.pdf>.
- 41.0 **General Terms & Conditions:** Unless otherwise specified, General Commercial Terms & conditions of the contract governing supply contracts of SAIL i.e. SAIL - P1 (refer <https://sailtenders.co.in>) with latest amendments, subject to the extent modified in this RFQ, shall apply. If at any time any discrepancy is found in the LOA/ purchase orders emanating against this tender for supply of SS Slabs to SAIL SSP. SAIL reserves the right to suitably amend the same.
- 42.0 **Tenderer's** who submit their offers shall be deemed to have read, understood and accepted the Terms & Conditions of the tender document and General Commercial terms & conditions for Purchase Contract (SAIL-P1), governing Purchase Contracts, i.e. SAIL-P1 available on the SAIL Tender website <https://sailtenders.co.in>, being revised from time to time.

SECTION VII- FORMS

FORM-F1: UNDETAKEING TO BE SUBMITTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER

**(To be submitted on the Company’s letter head)
(To be submitted by both indigenous & overseas bidders)**

I (Name and Designation) duly authorized to sign the bid for and on behalf of M/s (herein after called the bidder) for the purpose of Tender No..... of SAIL, Salem Steel Plant, Salem, do hereby solemnly affirm and state, on the behalf of the bidder including its constituents, as under:

I/We have read the contents of the above mentioned tender carefully and 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. I/We undertake and warrant that in relation to the aforesaid tender, our bid was developed genuinely, independently and made with the intention to accept the Contract, if awarded.

1. **Bid Securing Declaration:** I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are awarded the contract and I/ We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be liable to be suspended for a period of six months from being eligible to submit bids against all future tenders of SAIL, Salem Steel Plant, Salem.
2. **Undetaking for Non-Collusive Tendering:** I/We undertake and warrant that our 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, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
3. **Sub-Contracting, Wherever applicable:** Disclosure in case of Job/ Project Contracts: I/We warrant that we have duly disclosed and will continue to disclose all intended sub-contracting arrangements relating to the Tender that we are required to disclose, including those which are entered into after the Contract is awarded.
4. **Authenticity of Documents Submitted for Bid Evaluation:** 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 submitted information and documents. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto. I/We understand that at any time during process of evaluation of tender or at any time after award of contract, 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/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. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected.
5. **Representation of Single/Multiple Firms by authorised person:** I/We hereby declare that I/we are not representing any other firm participating against this tender.

OR

I/We hereby declare that I/we also represent the following firm(s) participating against this tender:-

Sl No.	Name of the firm
1.	
2.	

(Strike-off the portion which is not applicable)

6. **Relationship with any employee working in plant / unit concerned or directors of SAIL including its subsidiaries:**

- a. I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in Salem Steel Plant,SAIL, Salem /any of the Directors of SAIL including its subsidiaries

OR

- b. I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Salem Steel Plant,SAIL, Salem / Directors of SAIL including its subsidiaries:-

Name of Proprietor/ Partner/Director ofour company	Name of SAIL employee/Director ofSAIL	Type of relationship
1.		
2.		

(Strike-off the portion which is not applicable)

- c. I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or joins as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.
7. **Anti Bribery Management System (ABMS) declaration:** I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during the tender or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to SAIL Vigilance.
8. **Minimum local content as applicable & land border sharing requirements, if applicable:** I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020, with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.
9. **Conflict of interest (if applicable):** I/We undertake that we shall not make any improper use of information obtained from the Purchaser with intent to gain unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage) in any Tender Process or execution of the contract. I/We understand that failure to do so shall amount to a violation of the code of integrity.
10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.
11. I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract of Purchase (SAIL-P1) or General Terms and Conditions of Contract for Procurement of Services (SAIL S-1), as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

Seal and Signature of Authorized Signatory

Date :
Place :

**FORM-F2: STATEMENT OF DEVIATION FROM SPECIFICATIONS AND RFQ TERMS
(To be submitted by both indigenous & overseas bidders)**

The following are the particulars of deviations (including justification) from the requirements of the RFQ terms:

Clause/Para	Deviation	Remarks
--------------------	------------------	----------------

We, hereby, declare that there are no deviations from the tender terms and conditions other than those mentioned above.

Seal and Signature of Authorized Signatory

Dated:

Note: In cases where there are no deviations, the statement must be returned duly signed, with the endorsement: "No Deviations." Any deviations related to the tender must be explicitly stated using this form only. Deviations mentioned in any other document will be deemed null and void.

FORM-F3: DECLARATION FOR ACCEPTANCE OF RFQ SPECIFICATION, TERMS & CONDITIONS INCLUDING COMMERCIAL TERMS
(To be submitted on the Company's letter head)
(To be submitted by both indigenous & overseas bidders)

We M/s _____ (company name) are a manufacturer/supplier of SS Slabs 304 Grade (140-200 mm thickness) having registered office at _____ (Address of the Company's registered office) _____.

We accept all the terms & conditions of RFQ (Request for Quotation) **RFQ No. I610004** without any deviation, for supply of **SS Slabs 304 Grade (140-200 mm thickness)**. We confirm to supply tendered material as per technical specification given in the RFQ and Commercial Terms and conditions enclosed.

We have noted and understood the procurement process, Reverse Auction Process, the Reverse Auction rules and the special instructions as explained in the Tender. We agree to participate in the Reverse Auction also, if price discovery is done through Reverse auction and abide by the rules therein.

Our offer i.e. techno-commercial bids are firm and valid for acceptance by SAIL for a period of one year from the date of opening of Tenders. **Quoted Price is firm and valid for acceptance by SAIL for**

- Price bid submitted along with Offer shall be valid for 30 days (excluding the date of opening) after the due date of opening of EMD and techno-commercial bid.
- If lowest price is discovered through Reverse Auction (RA) then such lowest price (discovered through RA) shall be kept valid by bidder for 30 days after the completion of RA process which includes price discovery and online price matching at M/s mjunction platform (excluding the date of completion of RA process as defined above).

We nominate an executive, whose details are given below, to put the bids on our behalf. He will also be the contact person for any correspondences.

Quotation / Offer No. & Dtd _____

Signature with Date _____

Name of the person authorized to submit offer

FORM F4: TAXES & DUTIES
(To be submitted by indigenous bidders)

<p>Instruction to fill up form</p> <ul style="list-style-type: none"> • Please use this work sheet to specify the GST and other taxes & duties applicable for each plant. • Fill up all the blank spaces

M/s _____

PAN No.	
TIN	

A. Bank Details:

Bank Name	
Branch Name	
Branch Code	
Swift Code: (for foreign banks)	
Bank Address	
Bank Account Number	

B. All the applicable taxes / duties shall be included in the tenderer’s account to arrive at the LCNITC rates. **The vendor is requested to submit the following GST applicability:**

1	Whether GST Exempt (Please Tick)	(Yes/No)	
If response to above is 'No' please fill the following fields			
2	Registration Status	(Registered / Unregistered)	
3	GSTIN (Taxpayer identification No)		
4	GST Classification (Please Tick one)	Full rate	
		Abetment/ Concessional	
		Composition Scheme	
5	Place of Business	Address	
		Region	
		Postal Code	
6	Reverse Charge applicability	(Yes/No)	
7	Shipping Address		
8	Billing Address		

Plants	Description	HSN	CGST (%)	SGST (%)	IGST (%)
Salem Steel Plant, Salem	Supply of Goods				

- If there is any free supply of Goods/ Services, the same has to be also indicated separately as per GST rules.
- In case of GST Exemption, indicate the Notification Nos.

**FORM F5 -BASIC INFORMATION ABOUT YOUR COMPANY
To be submitted by both indigenous & overseas bidders**

Instruction to fill up form

- Please use this worksheet to specify basic financial/IR/contact information; an authorized person should sign the document at the relevant section.
- In past industrial relations track record, please mention if there was closure/cease of work at any of your plants in the last 5years.
- Use this form as pro-forma/ format. Use additional sheets to provide relevant information

1. Company Name:
2. Ownership Details:
3. Contact person & Designation:
 - Address for contact person
 - Phone No
 - Fax No
 - Mobile No
 - Email Id:

4. Financial details

Fin Year	Turnover (Rs crores)	Profits (Rs crores)
2021-22		
2022-23		
2023-24		
2024-25		

5. Manufacturing capabilities:
6. Past Industrial relations track record:
7. UDYAM Registration Certificate No, if applicable:
8. SAIL Plants/Units reserves right to visit the Manufacturing Units of vendors for inspection.

I hereby certify that all the information provided above are true and correct.

Name: _____
 Designation: _____
 (Details of person signing tender)
 Place: _____

Signature & Seal of authorized person

Date: __ / __ / _____

FORM-F6-CERTIFICATION FOR LOCAL CONTENT
Format for Declaration to be given by a Make In India Supplier
To be submitted on the letterhead of the Statutory/ cost Auditor/ cost Chartered
Accountant as applicable.
(To be submitted by indigenous bidders)

Certificate from Statutory Auditor / Cost Auditor of the Company (In case of companies) or from a practicing Cost Accountant / Chartered Accountant (in respect of suppliers other than companies) for Procurement value more than Rs 10 crs

Certificate for M/s. Steel Authority of India Ltd., Salem Steel Plant

With reference to SAIL-Salem Steel Plant RFQ No.and M/s. offer no.1/ We, having a registered officehave verified the records & documents produced before me/ us by the management of M/s. having regd. Office& having their manufacturing facility at, I/We hereby certify that the company has produced during (6 months period – half of Financial year) with domestic / local value addition of and we hereby certify that in the event of placement of order, M/s.....shall supply Stainless Steel Slabs 304 (140-200 mm) with local content of%.

Local content has been calculated as below:

Item No.	Item Description	Local Content (%)
1.		
2.		
3.		
4.		

Details of location at which local value addition will be made is as follows:

“Local content is the total value of the item procured (excluding net domestic indirect taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.”

This certificated is being issued for classifying M.s as a Class-1 or Class -II Local supplier, as per revised Public Procurement (Preference to Make In India), Order2017 dated 16-09-2020of 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 _____ (For companies)

Or

Cost Accountant / Chartered Accountant (in respect of suppliers other than companies)

Sign & Stamp

FORM-F7-DETAILS OF DOCUMENTS WRT ELIGIBILITY CRITERIA (Annexure-S)
(To be submitted on the Company’s letter head)
(To be submitted by both indigenous & overseas bidders)

The bidders are mandatorily requested to provide the complete list of documents submitted by them towards eligibility criteria as per the below format.

SAIL reserves the right to verify any supporting document(s) submitted by a participating tenderer / bidder from its source (document issuing authority).

S1	Type of document (for e.g. work order/job completion certificate/ Invoice/RA bill/Final Bill etc.)	Issuing authority Company Details (with full postal address)	Contact official Name, Designation & email address of Issuing Authority	Contact Official Land Line & Mobile Number of Issuing Authority
1				
2				
3				
4				
5				
6				
7				

If required additional rows may be added

- In the interest of expeditious completion of verification, a participating tenderer / bidder shall provide a list of each supporting document on its letter-head as per the above format, along with the contact details (postal address, email address, landline / mobile number) of the issuing authority of each supporting document for verification.
- Non-verification of any supporting document or information, at the sole discretion of SAIL, does not absolve the tenderer / bidder of its absolute responsibility to provide only genuine document(s) in support of eligibility conditions.
- In case a supporting document or information is found to be fake/forged/tampered/ non-genuine at any stage during tendering process & even after placement of Purchase Order / Work Order, the tenderer/bidder is liable for punitive actions as per extant guidelines of SAIL.

Name: _____

Designation: _____

(Details of person signing tender)

Place: _____

Signature & Seal of authorized person

Date: ___ / ___ / _____

FORM-F8 (FOR OVERSEAS SUPPLIERS)

Please specify the following details-

- Quotation no.....Qtn. Date.....
- Validity of offer (price): 30 days from the date of opening & 30 days from the date of RA.
- Complete name & address on whom the formal order is to be placed, in the event of ordering:
- Currency (only Standard Currencies allowed).....
- Mode of dispatch: By Sea
- Port of Loading:.....
- Country of origin:
- Port of discharge: Chennai Sea port
- Delivery period quoted:
- Banker's name and address:
- Bank A/C No of supplier: Bank Sort Code: Bank Swift code:
- Indian agent & address (enclose Authorization certificate):
- Agency commission % (Included in the price).....
- Transshipment (to be allowed/ to be not allowed).....
(In case, transshipment is allowed, then supplier has to ensure there is no breakage of seals of containers/ change of containers during the transshipment).
- Partial shipment: (Required/ Not Required):
- Weight of the material: Net weightKgs. Gross weight.....Kgs.
- Manufacturer's Guarantee certificate (if applicable) stating that the offered material should be guaranteed for 12 months from the date of usage or 18 months from the date of despatch, whichever is earlier, in case material is not conforming to the offered specifications or found defective due to poor workmanship / Bad material, the same shall be replaced free of cost on DDP, Salem basis.
- Tenderer shall confirm that they will provide following documents after shipment of the ordered material to the agencies mentioned in the purchase order:
 - full set of clean on Board B/L.
 - Invoice (Signed in Ink)
 - Packing list.
 - Certificate of origin issued & certified by the chamber of commerce / industries of the manufacturing country.
 - Manufacturers test / quality and guarantee / warranty certificate (Signed in ink).
 - 3rd party inspection certificate in original
 - The bidder shall offer the price on CIF basis and marine insurance shall be under the scope of bidder.
 - Copy of message given to our port-clearing officer regarding dispatch of goods.
 - Phytosanitary Certificate as per Packing Clause of the tender document.

Signature and Seal of Company

SECTION VIII: GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with SAIL Plants/Units shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by SAIL Plants/Units.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by SAIL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by SAIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by SAIL. Besides this there would be a penalty of banning business dealings with SAIL or damage or payment of a named sum.

SECTION IX: GENERAL TERMS AND CONDITIONS GOVERNING CONDUCT OF ON-LINE REVERSE AUCTIONS:

1. Brief description of the tender processing for On-line Reverse Auction is given below:

1. Bidders submit their techno commercial bid along with all the required documents as per the terms of enquiry, which are opened on the due date of opening of quotation.
2. All the Bidders whose offers are found techno-commercially acceptable become eligible for participating in price bidding through On-line Reverse Auction over Internet.
3. Non-placement of bid by an eligible bidder during the Reverse Auction event may adversely affect consideration of the bidder for the subsequent RFQ's.
4. The mjunction would intimate Date & Time for Start of Reverse Auction & duration of auction to the Bidders in advance. Login ID & Password specific to each Bidder is given and demonstration of bidding (On-line) process is given to enable each Bidder fully understand the process of bidding On-line.
5. Thereafter, at scheduled time the screen for On-line bidding is launched wherein the Bidder would put in their best offers through On-line bids in which the Start Bid Price can be reduced by the Bidders to secure orders for the supply of items/services.
6. All eligible Bidders having password can view the bidding screen after acceptance of online declaration on the computer screen and also enter their prices any number of times during the duration of bidding.
7. If it has been decided at tendering stage to distribute the Tendered quantity to more than one Bidder then after conclusion of reverse auction a screen for online matching of lowest price by all Bidder other than the L1 bidder, would be launched. Bidders other than L1 can confirm matching on L1 price on the screen.

The quantity would be distributed among the bidders based on the ranking of bidders at the conclusion of reverse auction and order would be placed on predetermined no. of parties from among the bidders who have placed their bid in all previous stages and matched L1 price .

- 2. Service Provider:** For conducting the Reverse Auction, Steel Authority of India Limited (SAIL) has engaged the services of **mjunction services Limited** for conducting the Reverse Auctions. mjunction is fully authorized to give clarifications / coordinate with the Bidder on behalf of SAIL w.r.t. conduct of Reverse Auction. Their address and contact details are as given alongside.

- 3. Role of Service Provider:** mjunction services limited is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency providing the auction engine, the role of SP would include:
- i. Setup the auction based on tendered item details and bidding rules as mentioned in tender document.
 - ii. Providing access through user-id protected by password to the approved bidders to participate in the auction.
 - iii. Enhancing bidder awareness by providing them the details / steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.
 - iv. Summarizing auction proceedings and communicating the outcome to SAIL.

4. Role of the Bidder: The role of the bidder is outlined below:

- i. Give consent to online declaration containing Terms and Conditions pertaining to auction before the participation in online auction. Access to auction mechanism shall be provided only after such consent. Failure to provide any response to online declaration will be considered as rejection of the declaration & participation of vendor for such event will be denied.
- ii. Ensure that user-id and password to access the auction is not revealed to unauthorized persons.
- iii. mjunction will explain the Reverse Auction process to all the prospective bidders and clarify issues, if any. It will be the responsibility of the tenderers to get them acquainted to their satisfaction with the On-line bidding process by thoroughly interacting with the mjunction. Only SAIL will be empowered to approve any deviations from the RFQ document asked for by the Supplier Participate in the Reverse Auction with the aim of bidding to secure the auctioned items in the auction (being selected for supplying SAIL's requirement in a Reverse Auction).
- iv. Convey last quoted price in writing to mjunction immediately after close of Reverse Auction.

- v. Provide breakup of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- vi. In the event of winning an allotment, fulfill all obligations under the contract.

5. Conduct of the Reverse Auction: The Reverse Auction shall be conducted on pre-specified date & time communicated to all approved & eligible bidders through Auction notice. In the event of any problems being faced in the smooth conduct of the auction, mjunction shall have the right to undertake one or more of the following steps:

- Cancellation of auction/bid.
- Locking of bidders account (suspension of operations in the account) etc.
Such intervention may even happen without seeking prior concurrence of SAIL. MJ shall notify SAIL, clearly stating reasons, of such cancellation / suspension.

6. Standard Instruction and General Terms & Conditions: The **Standard Instruction and General Terms & Conditions** provided herein govern the conduct of On-line Reverse Auctions operated by mjunction. These rules cover the roles and responsibilities of the parties in the On-line Reverse Auctions on the mjunction platform. **Unconditional Acceptance to these General Terms & Conditions is a prerequisite for securing participation in the On-line Reverse Auctions on the mjunction platform.**

1. During the Auction Bidders shall contact the Auction Room nos. (as mentioned in the auction notice) ONLY for any assistance/clarification regarding online bid submission. All calls to the auction room numbers are recorded for future reference and training. Calls made to any other contact numbers or mobiles (hand phones) will not be entertained during the auction period. Bidders are required to keep sufficient time in hand while calling to auction room during auction. Auction room numbers may be engaged and in case of call being made during last minutes their call may not be connected. mjunction would not be responsible for any issue arising out of non-reachability / non – accessibility of auction room numbers.
2. Bidders shall ensure stable connectivity & use a fast and reliable internet connection. It is advisable to keep an alternate internet connectivity option in case of exigencies as mjunction or SAIL will not be responsible for any dis-connectivity or infrastructure failure at bidder's end and / or for reasons not attributable to mjunction. Manual Extensions (forceful extensions) of auctions will not be provided at the request of a bidder.
3. Bidders are required to clarify all their technical/RFQ and/ or training related queries prior to commencement of the auction. No training related support shall be provided to bidders after commencement of online auction. For any training requirement during the run-time of auction, bidders are required to refer the training module sent to them prior to auction.
4. Bidders are required to be agile and alert during bidding. They shall keep their contact numbers free from any other calls so that mjunction's representatives can reach them easily whenever required.
Do not register your number with "National Do not Call" service as you may receive auction intimation related SMS on the mobile number provided to us. Bidders are also requested to keep their email inbox open and accessible to receive any mail, if sent, during the event from mjunction's side.
5. Bidders are required to click on "Sign out" whenever they wish to leave the website. If they do not "sign out" properly and leave the website by closing the window directly they may receive a message at your next login attempt as "You are already logged in .Do you want to close the previous session and continue working". In case of such message please ensure that no other representative of their company is logged in already with their credential before login. In case any bidder has signed out properly from your last session and no other representative of your company is logged in but still receiving the above mentioned message kindly change your password and/or inform mjunction for any required help.
6. The bids placed by any bidder will only be accepted once they are registered in our server. There may be some delay in the same depending upon the speed and traffic of the internet connection used at bidder's end. To ensure registry of bids please bid at least 3 minutes prior to auction closing time. Bidder's submitting their bid in last moments would be doing so at their own risk.
7. Auction will start as per the prefixed time schedule intimated in Annexure-01 of the Auction Notice. The time indicated in notice is fixed and under no circumstance will this time be changed on bidder's request. It is the responsibility of bidders to take part in the auction on

- scheduled date and time for which mjunction would be providing all the necessary training and technical requirement like creating, scheduling the auctions and providing access to bidders to participate in the auctions. In case you are unavailable/not reachable prior to the auction, mjunction reserves the right to launch and conclude the event on scheduled time without your participation.
8. mjunction services limited retains the right to cancel or reschedule or relaunch of the Online price negotiation on any of the followings reasons:
 - a. On advice of SAIL
 - b. The number of confirmed Bidders is deemed to be insufficient to conduct the online price negotiation.
 - c. Majority of the confirmed Bidders are unable to access the module due to infrastructural problems such as sustained/Planned power failure or telecommunication breakdown.
 - d. If there is infrastructural failure at mjunction's end, resulting in unavailability of auction engine to Bidders for bidding purpose.
 9. The duration of auction may also vary from the pre-specified period of time on account of termination of the auction by M/s mjunction services limited on the advice of the SAIL or on its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and/or the integrity of the auction process.
 10. Bidders will be eligible for participation in the subsequent /next stage of the online price negotiation only if they have participated (placed an accepted & valid bid) in immediate previous stage.
 11. Events which constitute of multiple stages may take more than one day to conclude and/or these stages may be conducted on different days. Please note the completion date-time of the last stage would be considered as completion time of the event.
 12. All organization should note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for participating in the auctions.
 13. User Id and password are the unique combination to ensure that only bidder or their authorized personnel can login to our auction website and participate in auction procedure. Bidders are requested to change the system generated password provided to them at the time of first login. mjunction or SAIL will not be responsible for any misuse of their Login ID and password. Bidders are responsible for maintaining the confidentiality of their User ID and Password (as also that of "secret question"/ "secret answer" combination, if any) and for restricting access to their computer, computer system and computer network and they shall be held responsible for all activities that occur using their User ID and Password.
 14. Multi log in using the same User ID & Password is not permitted. Please note that you can login with your user id and password from one connection only. In case multiple login happens then second logger will receive a message indicating that someone is already logged in using the login ID. In this scenario, mjunction request you to ensure y whether any authorized representative from your side is logged in to the system or not. In case it is not fact, please intimate any mjunction representative for the same on immediate basis.
 15. Bids once placed cannot be cancelled / withdrawn/ reversed and Bidders shall be bound to honour their prices submitted at any/all stage of the auction proceedings. If they back out and not supply the materials/service as per the rates quoted, SAIL may take appropriate action against them as deemed fit.
 16. In the event when the stage-2 (online reverse auction / dynamic bidding) is initiated considering the L1 of the previous stage (Stage – 1: Online Sealed Bid event) as the start bid price and the L1 price is accepted by a bidder other that the bidder who placed the L1 bid in the stage-1 and further if there is no more bids, the system shall declare the bidder who has placed / accepted the start bid price in the stage-2 as the L1 bidder of the event. For e.g – Bidder A is the L1 bidder in stage - 1 and in stage-2 the L1 bid is considered as the start bid price. Now in stage - 2, bidder-B accepts the start bid price and there in no further bids in this stage. In such case Bidder- B will be considered as L1 as Bidder-B has accepted the price in stage2.However, in case there is not a single bid in stage-2 where the start bid price considered is the L1 of stage-1, SAIL shall reserve the right to place the order to L1 bidder of the stage 1 (online sealed bid).

17. mjunction is not liable for the expired instruments in the form of EMD/ DD / BG submitted for participation against any particular tender.
 18. mjunction services limited, does not guarantee continuous, uninterrupted or secure access to its services, and operation of the Website/Portal may be affected by numerous factors beyond its reasonable control. mjunction services limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 19. **Force Majeure** : If at any time during the continuance of this Agreement, the performance of any obligation under this Agreement, in whole or in part by mjunction, be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, failure of Internet of mjunction, Technical /Connectivity failure etc. or acts of God (hereinafter referred to as "events") the Bidder shall by reason of such events have no claim for damages, direct and/or indirect, against mjunction in respect of such non-performance and/or delay in performance.
 20. **Confidentiality** : Bidder recognizes that the information on mjunction that it will come across during the course of e-Auction is confidential and accordingly for a period of five (5) years after the date of this Agreement shall treat as confidential any and all information hereafter made available to BIDDER directly or indirectly by mjunction, including verbal explanations as well as any and all documents such as reports, proposals and drawings furnished by mjunction or by third parties having access to information, shall not use information received for any purpose other than the purpose agreed between the parties and shall not disclose any of the said information to any third parties including affiliated companies, either in writing or verbally or by any other means, except to the extent needed for such exercise.
 21. **Arbitration**: Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed thereunder along with amendment made thereto-up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.
 22. **Jurisdiction** : Bidder consents that Courts at Kolkata shall have exclusive jurisdiction.
- 7. Limitation of Liability of mjunction**
- a. All commercial/ contractual terms are offered by and agreed to between buyers and sellers alone. mjunction does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between buyers and sellers.
 - b. mjunction is not responsible for any non-performance or breach of any contract entered into between users/ Registered Users/Bidders. mjunction cannot and does not guarantee that the concerned users/ Registered Users/Bidders will perform any transaction concluded on the Website/ Portal. mjunction shall not mediate or resolve in any manner whatsoever any dispute or disagreement between users.
 - c. mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the services.
 - d. SAIL's decision on award of Contract shall be final and binding on all the Bidders.
 - e. mjunction services limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - f. mjunction shall not be liable to the SAIL / bidders in the auction or any other person(s) for any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructural facilities or any other shortcomings.
- 8. Right of SAIL:** SAIL reserves the right to fully / partly accept the bids or completely reject the same at any stage at its sole discretion.

Definition of Key Terms – Reverse Auction

1. Reverse Auction: Reverse Auction refers to a forum where the requirement for one/more Groups of a Tendered items is stated and the participants are required to bid down the price to be selected to supply the requirement.

2. On-line Reverse Auction: On-line Reverse Auctions refer to those Reverse Auctions conducted through the Internet. In other words, the venue for the auction is on an Internet website/ platform. The Mjunction website (<https://auction.buyjunction.in>) or any other URL assigned by Mjunction would constitute the venue for the purpose of the On-line auction.

3. Award at the Reverse Auction: The bidder quoting the lowest price is normally allotted the Tendered items unless otherwise specified by the SAIL.

4. Buyer i.e. SAIL: SAIL is the individual/business entity who has contracted mjunction to conduct such Reverse Auction. In case of Reverse Auction, the purpose would be to meet their requirement for Tendered items from among the sellers desiring to sell the Tendered items to the SAIL.

5. Bidder: Bidder is the individual/business entity participating in the Reverse Auction, intending to supply the Tendered items to the SAIL. To become a Bidder in the auction, a business entity has to secure SAIL's approval for participation and also provide written consent to the General Rules and Regulations.

6. Auction Engine: Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. mjunction is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

7. Auction Notice:

The Auction Notice refers to the document provided by Mjunction service ltd prior to the online reverse auction. The purpose of the Auction Notice is to provide approved bidder with the required information and terms specific to the auction as well as general terms & condition pertaining to participation in online reverse auction. Generally an auction notice includes:

- i. Start Time and duration of the Auction stages.
- ii. Item/market description along with bidding quantity.
- iii. Bidding basis for the auction.
- iv. Auto extension time.
- v. General terms & conditions
- vi. Last bid confirmation & Price break up format
- vii. Special instructions (if any)
- viii. Declaration (To be accepted online)

8. Start Time: Start time refers to the time of commencement of the conduct of the On-line auction. It signals the commencement of the Price Discovery process through competitive bidding.

9. Duration of the Reverse Auction: It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. The conditions include:

- a. On sole advice of SAIL
- b. Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

10. Auto Extension of the Auction Timings: In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose will be specified in the auction Notice. Auto extension is only applicable for Reverse auction stage.

11. End of the Reverse Auction: End of the Auction refers to the termination/closure of the auction proceedings signaling an end to the price discovery process.

12. ID and Pass Word: Password and ID shall be given to all the eligible Bidders by the mjunction for enabling them to participate in the Reverse Auction.

13 Start Bid Price: Wherever indicated, Start Bid Price, is the Maximum Price, which will be accepted by the Reverse Auction engine. Bidder have to quote a price lesser than the Start Bid Price for participating in the Reverse Auction. The auction system shall not accept price higher than start Bid Price for a Group. Start bid price (Wherever applicable) would be displayed on line during reverse auction stage).

14. Minimum Decrement: Minimum Decrement: Minimum decrement is the minimum amount by which, a Bidder has to reduce his bid value in order to beat the latest lowest bid. For example if a bidder bids Rs 10,00,000/- for a market, others, in order to beat this bid, have to quote a lower price with a

minimum decrement say of Rs.2,500/- i.e. in order to be eligible they have to quote Rs. 9,97,500/- (or lower) for the same market. This minimum decrement shall be pre-decided by SAIL.

Depending upon the auction strategy Bidder may be able to provide decrement in multiple of minimum decrement amount or may be able to reduce any value higher than minimum bid decrement.

For Rank bidding event (dynamic price negotiation) Bidder has to reduce his bid from his last quoted bid.

15. Proxy Bid:

In the following circumstances, a bidder may opt for proxy bidding.

1. Where the bidder is not confident of a reliable Internet Connectivity
2. When the speed of Internet Connection is slow and unable to catch-up with the speed of Competitor's bids
3. To remain a leading bidder till the lowest bid value fed in the auction machine.
4. Where the bidder is required to put bids in more than one Market/Group at a time
5. Bidder is pre-occupied and not in a position to put bids live as the auction is going on. Proxy bid facility safe guard bides from any connectivity issue, infrastructure failure (like: power, link, slow speed, computer etc.) during auction. Proxy bidding also helps when multiple markets/auctions are running at a time.

Proxy facility works in following manner:

You would be able to set a proxy limit with your best bid for the auction. Process to set proxy value:

- a. Place your desired proxy bid amount in 'new bid box'.
- b. Check on the 'Proxy' bid check box.
- c. Check on the 'new bid' Box available at the extreme left hand side of the market.
- d. Click on the submit button available on the bidding screen.

Once a proxy limit is set, system automatically bids on behalf of the bidder by reducing one decrement compared to the L1 bid for the market. Thus it ensures that bidder who has activated proxy will be the leading bidder (L1 bidder) till the proxy limit is reached. Your Proxy bid value is neither known to your competitors nor to mjunction. It remains undisclosed at the back end of the system. System will continue to revise your bid in stipulated decrements; so long it receives a revised bid from your competitor. In case the system does not receive any revised bid and the market ends, you will be the L1 for that market at the market price prevalent at the time of closure. Even in-case(s) of tie bid (i.e. proxy bid activated from your side and normal bid of that same amount is placed by your competitor), your proxy bid will be declared as lead bid for that time being for that particular market since you have activated proxy bid and your competitor will be shown 'outbid' message.

Note: Proxy bid submission facility can be utilized only in standard reverse auctions (i.e. reverse auctions without template/factor/loading or premium discount /Rank Bidding etc).

Warning : Proxy bid once activated cannot be deactivated however it can be revised only on the lower side.

Explanatory Note of Proxy Bid Reverse auction stage has started with the Start Bid Price of 200 INR and Bid decrement of 5 INR. You have activated a proxy of 150 INR at the very beginning of the event. In such scenario whenever competitor places a bid, system will itself automatically place a bid on your behalf which would be one decrement lower than the competitor's bid value & ensure that you would be L1 bidder for the market.

Upon due competition the market price has gone down and presently it is at 165 INR, your competitor places a normal bid of 150 INR. System will display 'outbid:' message to the competitor for their bid of 150 INR and your bid of 150 INR will be declared as lead bid at that instance of time till any other bid lower than your proxy bid gets registered in the system before closure of runtime of auction.

For further clarifications regarding Reverse Auction please contact:

Corporate Office: Mjunction services limited, Godrej Waterside, Tower 1, Block DP, Plot-5, 3rd Floor, Salt Lake, Kolkata- 700091,

Chennai Office: Mjunction services limited, Basement, New No. 91, Old No.44, Armenian Street, Chennai 600001

Contact Persons:

a. **Mrs. Srijita Barman, Ph: 8336925972/8900366451, e-mail: srijita.barman@mjunction.in**

b. **Mr. Rudrajit Mondal, Ph: 8336978387, e-mail: rudrajit.mondal@mjunction.in**

SECTION X: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General:

These Special Instructions (for e-Tendering) supplement 'Instructions to Bidders' as given in Section-II of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Salem Steel Plant has decided to use the (<https://procurement.metaljunction.com>) through M/s MJunction Services Limited.

Instructions:

- 1.0 Tender Bidding Methodology: '2 e-Envelopes'. In two e-Envelope system, Financial & Techno-commercial bids shall be submitted by the bidder at the same time.
- 2.0 Broad outline of activities from Bidders prospective:
 - [a.] Visit <https://procurement.metaljunction.com> or <https://sailtenders.co.in>) and register on these portals.
 - [b.] Download official copy of the tender document with the assigned user code & password from the above mentioned websites.
 - [c.] Bid-Submission on <https://procurement.metaljunction.com>: Prepare & arrange all document/paper for submission of bid online.
 - [d.] Please ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - [e.] Utmost care may be taken to name the files/documents to be uploaded on EPS portal. There should be no special character or space in the name of file.
 - [f.] It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Financial Bid Form (Price Bid Form) Section -VIII may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 15 MB) may be checked.
 - [g.] For participating in this tender online, please follow the instructions as mentioned in the "Seller Manual" available in <https://procurement.metaljunction.com>, which needs to be read carefully.
- 3.0 **Digital Certificates:** Digital Certificates are not required for submission of tender and downloading of tender documents.
- 4.0 **Registration:** To use the MJunction's Portal (<https://procurement.metaljunction.com>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal (<https://procurement.metaljunction.com>) and to the e-procure link then select "Sellers Manual".

Note: Please contact M/s MJunction Helpdesk (as given below), to get your registration accepted/activated.

MJunction Help Desk No.: Telephone No. +91 75950 66704/ 0427 2388014, e-mail Id: ssp.mjunction@sail.in
- Salem Steel Plant Contact:** Saravanan S, Assistant General Manager (MM-Purchase), Phone No. +91 427 238 2806, e-mail ID: saravans@sail.in
- 5.0 **Bid related Information for this Tender:** The entire bid-submission would be online on M/s MJunction Portal.
- 5.1 Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.
- 5.2 Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

- 5.3 No fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his/her bid shall be summarily rejected and treated as non-responsive.
- 5.4 In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of Salem Steel Plant (SSP) by the bidders in time, then SSP may promptly re-schedule the affected event(s).

6.0 Other Instructions:

- 6.1 For further instructions, the vendor should visit the home-page of the portal (<https://procurement.metaljunction.com>), click on e-procure and go to the Sellers Manual. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded by the bidders.
- 6.2 Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of M/s MJunction Portal.

7.0 Minimum Requirements at Bidders end: Computer System with good configuration (Minimum Pentium-IV processor, 2GB RAM, Windows 7/10) 256 KBPs or more of Broadband connectivity with UPS. Microsoft Internet Explorer 9.0 or above (Please view in compatibility mode).

SECTION XI: PROFORMA FOR BANK GUARANTEE AS EARNEST MONEY DEPOSIT
(To be submitted in a non-judicial stamp paper of Rs.100)

M/s Steel Authority of India Ltd Salem Steel Plant
Salem – 636 013
Tamil Nadu, India
Dear Sirs:

At the request and on behalf of our client M/s _____ and against their tender for _____ issued by you, we are establishing this guarantee for Rs _____ (Rupees _____ only) as Earnest Money Deposit, as required by you under the terms of your Invitation to Tender Ref No. _____ Dated _____

We, the _____ further agree that if our client commits any breach of the (Name of the Bank) terms and conditions of the said Invitation to Tender, we hereby unconditionally and irrevocably agree and undertake to pay to you on demand without protest or demur the amount of Rs. _____ being the Earnest Money Deposit required to be furnished under the conditions of the said Invitation to Tender.

We further agree that whether the said M/s _____ has committed any breach of the terms and conditions of the said Invitation to Tender or not, your decision in the matter shall be final and binding on us.

Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only).

This guarantee is valid for _____ months from _____. We further agree that this guarantee herein contained shall remain in full force and binding until it is released by you in writing provided always that this guarantee shall on no event remain in force after _____ without prejudice to your claim arising and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same is in force after the said date.

We, the said Bank, lastly undertake not to revoke this guarantee except with your previous consent in writing.

We further agree that any change in the constitution of your Company, of our client or of ourselves shall not in any way affect this guarantee or discharge our liability herein.

Yours faithfully

For and on behalf of (Name of the Bank)

Dated: This _____ Day of _____

SECTION: XII: PROFORMA FOR BANK GUARANTEE FORM FOR SECURITY DEPOSIT
Proforma for Bank Guarantee form for Security Deposit
(To be submitted in a non-judicial stamp paper of Rs.100.00)

(Name of Bank)
Guarantee No. _____
A/C Messrs _____
Date of expiry _____
Address _____
Limit of liability Rs. _____ (Rupees _____ only)
Reference Contract No. _____ Date _____
For _____ (Name of Work)

Sub: **SECURITY DEPOSIT GUARANTEE** Dated: _____
To
The Steel Authority of India Limited
Salem Steel Plant
Salem – 636 013

Dear Sirs,

In consideration of your having agreed under the terms and conditions of Contract No. _____ Dated _____ made between _____ (hereinafter referred to as the Contractor) and Steel Authority of India Limited, Salem Steel Plant, Salem – 636 013 (hereinafter referred to as the Purchaser) for _____ (Specify work) (hereinafter referred to as the `said contract`) to accept a deed of guarantee as herein provided for Rs. _____ (Rupees _____ only) in lieu of security deposit to be made by the Contractor for due fulfilment by the said Contractor on the terms and conditions contained in the said contract, we _____ (Name of Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified to the extent of Rs. _____ (Rupees _____ only) from and against any or all losses, damages, costs, charges and expenses that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor in due performance of the said contract or fulfillment of any of the terms and conditions in the said contract and/or stipulations relating thereto in accordance with the true intent and meaning thereof and in the event of the contractor committing any such breach or breaches, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of Rs. _____ (Rupees _____ only) as may be claimed by you as your losses, damages, costs, charges and expenses by reason of such breach or breaches on the part of the Contractor.
2. Your decision as to whether the Contractor has committed any such breach or breaches as aforesaid and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim or claims under this guarantee but shall pay the same unconditionally on demand and without demur to the extent aforesaid
3. This guarantee shall take effect immediately and shall remain in full force and effect until it is released by you on application by the Contractor after expiry of the relative guarantee period as provided in the said contract or after expiry of one year from the date of cancellation of the said contract, as the case may be, and after the Contractor has discharged all their obligations under the said contract and produced a certificate from your Purchase Officer, certifying the due completion of the works under the said contract and submitted a `No Demand Certificate`. Provided always this guarantee shall in no event remain in force after the date of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing on or before the said date which shall be enforceable against us notwithstanding that the same is or are enforced after the said date. Should it be necessary to extend the period of this guarantee beyond the said date on account of any extension of time being granted by you to the Contractor in respect of completion of the works under the said contract or otherwise we

- undertake to extend the period of this guarantee on your request till such time as may be required by you.
4. You shall have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of the said contract and we shall not be released from our liability under these presents by any exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the contractor for completion of the works under the said contract or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder. Provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ only) as aforesaid or extend the period of the guarantee beyond the said day of _____ 20__ unless expressly agreed to by us in writing.
 5. All compositions and payments that may be received by you from the Contractor or any person, firm or company whomsoever for on account of the Contractor in any way in respect of the said contract shall be regarded as payments in gross and you will be entitled to prove against the assets of the Contractor. Should the Contract be wound up or dissolved or declared insolvent in respect of the whole of the Contractor's indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such composition or payments or any security that may be held by you until you shall have received the full amount of your claims against the Contractor.
 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf of by the winding up dissolution insolvency or death as the case may be of the Contractor.
 7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claim against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.
 8. Subject to the maximum of our liability as aforesaid this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing be received by us before the date of expiry of this guarantee mentioned above.
 9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. This guarantee shall not be affected by any change in our constitution nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or there with but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
 11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
 12. We have power to issue this guarantee and the undersigned has full power to sign this guarantee on our behalf under power of attorney dated _____ granted to him.
 13. Notwithstanding what is stated hereinabove, our liability under this bank guarantee is restricted to Rs. _____ (Rupees _____ only). This bank guarantee shall remain in force upto _____ (date). Unless a demand or claim is made on us in writing on or before within 6 (six) months from that date, we shall be discharged from all liabilities under this bank guarantee thereafter.

Yours faithfully
For and on behalf of
(Name of Bank)

Dated: This _____ day of _____ 20__.

List of Scheduled Commercial Banks

S.No	Public Sector Banks	S.No	Private Banks
1	State Bank of India	1	Axis Bank Ltd.
2	Bank of Baroda (Including Vijaya Bank and Dena Bank)	2	Catholic Syrian Bank Ltd.
3	Bank of India	3	City Union Bank Ltd.
4	Bank of Maharashtra	4	Development Credit Bank Ltd.
5	Canara Bank (Including Syndicate Bank)	5	Dhanlaxmi Bank Ltd.
6	Central Bank of India	6	Federal Bank Ltd.
7	Indian Bank (Including Allahabad Bank)	7	HDFC Bank Ltd.
8	Indian Overseas Bank	8	ICICI Bank Ltd.
9	Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)	9	IndusInd Bank Ltd.
10	Punjab & Sind Bank	10	Jammu & Kashmir Bank Ltd.
11	Union Bank of India (including Andhra Bank and Corporation Bank)	11	Karnataka Bank Ltd.
12	UCO Bank	12	Karur Vysya Bank Ltd.
		13	Kotak Mahindra Bank Ltd.
		14	Lakshmi Vilas Bank Ltd.
		15	Nainital Bank Ltd.
		16	Ratnakar Bank Ltd.
		17	South Indian Bank Ltd.
		18	Tamilnad Mercantile Bank Ltd.
		19	Yes Bank Ltd.
		20	Bandhan Bank
		21	IDFC Bank Ltd.
		22	IDBI Bank Ltd

List of Foreign Banks

S.No	Name of the Bank	S.No	Name of the Bank
1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd.
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	SocieteGenerale
4	Arab Bangladesh Bank Ltd.(AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd.
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd.
13	China Trust Bank	35	Credit Suisse A.G
14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd.
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corpn. Ltd.	41	Industrial & Commercial Bank of China
20	J.P.Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank

SECTION – XIII: CHECK LIST

Check list of documents (All documents should be signed, stamped, serially arranged/ indexed and uploaded online at <https://procurement.metaljunction.com> under Technical Bid).

Sr. No	Particulars of Document	Whether Enclosed (Yes/No)
Techno-Commerical Bid & EMD (Part-1)		
1	All the pages of the RFQ duly filled in & signed in each page are to be submitted	Yes/No
2	Documentary evidence supporting that the tenderer is a Manufacturer/supplier of SS Slab 304 (140-200mm) Grade as per eligibility criteria enclosed as Annexure V.	Yes/No
3	The bidder shall submit company profile / product catalogue / self-attested copy of valid ISO certificate / audited balance sheet / certificate of incorporation as a proof of their being producer / supplier of SS 304 (140-200 mm) Grade.	Yes/No
4	Bidders shall submit documents like self-attested Order copies/ Invoice copies and Bill of Lading etc. as a proof of supply of material.	Yes/No
5	P/L statement Grade as per eligibility criteria enclosed as Annexure V.	Yes/No
6	Forms 1 to 9 as per Section VII of RFQ are to be submitted duly filled and signed	Yes/No
7	EMD	Yes/No
8	Declaration by tenderer as per Form F1 of RFQ	Yes/No
9	Self Attested photo copy of GST registration certificate, if applicable	Yes/No
10	Self attested photo copy of Income Tax PAN, if applicable	Yes/No
11	Self attested copy of Registration Certificate for SSIs registered with NSIC/State Govt. is to be submitted by those vendors who are claiming exemption to submit Earnest Money Deposit	Yes/No
12	A Declaration certified by the statutory auditor or cost auditor or cost accountant with valid UDIN, stating percentage of Local content, Class of Manufacturer i.e. (Class-I/II as per MII Policy)	Yes/No
13	Acknowledgement copy /proof towards submission price in buyjunction portal	Yes/No
14	Integrity Pact	Yes/No
Financial Bid (Part-2)		
1	Price Bid Should be submitted online https://www.buyjunction.com .	Yes/No

a. Technical & Commerical Bid – All documents from Sr. No. 1 to 13 (as mentioned in the above checklist) must be signed and stamped by the authorized signatory. They must then be properly indexed, serially scanned and uploaded online under Technical & Commercial Bid.

b. Financial Bid – Financial Bid must be submitted in <https://www.buyjunction.com>. The bidder should not indicate price along with their technical bid. The offers of such bidders will be summarily rejected.

SECTION – XIV: INTEGRITY PACT

INTEGRITY PACT SUBMISSION: The Integrity Pact (enclosed) must be submitted duly signed at each page by the PROPRIETOR/ OWNER/ PARTNER/ DIRECTOR or their authorized signatory. IN CASE, INTEGRITY PACT DULY SIGNED IS NOT RECEIVED FROM THE TENDERER, IT WILL DISQUALIFY THE OFFER/ BID. IT IS MANDATORY TO SUBMIT THE INTEGRITY PACT.

INTEGRITY PACT

Between

Steel Authority of India Limited (SAIL) hereinafter referred to as “**The Principal**”,

and

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.



- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is placed at (page nos. 8-20).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public/Government Organization in India that could justify his exclusion from the tender process. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of a Joint venture, all the partners of the Joint venture should sign the Integrity Pact. In case of Subcontracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact, nominated by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEMs would be provided access to all documents/records pertaining to the Contract for which a complaint or issue is raised before them, as and when warranted. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD, SAIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, SAIL and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEMs would examine all complaints received by them/IP Secretariat and give their recommendations/views to the Chief Executive of the organisation, at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs are expected to tender their advice on the complaints, within 6-8 weeks.
- (8) If the Monitor has reported to the CMD, SAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, SAIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, SAIL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

20/05/26

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

एस. सरवणन
 (Office Seal) Saravanan
 सहायक महाप्रबंधक (एम एम - परचेस)
 Assistant General Manager (MM-Purchase)
 Place --- Salem --- स्टील अथॉरिटी ऑफ इंडिया लिमिटेड
 Date --- 20/05/26 --- Steel Authority of India Limited
 सेलम इस्पात संयंत्र
 Salem Steel Plant
 सेलम - 636 013 / Salem - 636 013

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with SAIL Plants/Units shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by SAIL Plants/Units.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by SAIL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by SAIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.



2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by SAIL. Besides this there would be a penalty of banning business dealings with SAIL or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

- 1.1. Steel Authority of India Limited (SAIL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. SAIL has also to safeguard its commercial interests. SAIL is committed to deal with *Agencies*, who have integrity, commitment and sincerity towards the work undertaken. It is not in the interest of SAIL to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on SAIL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3. The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

2. Scope

- 2.1. These guidelines are applicable to the sale and procurement of goods & services including contracts/projects across all the Plants/Units and subsidiaries of SAIL.
- 2.2. The General Conditions of Contract (GCC) of SAIL provide that SAIL reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3. Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4. However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Company (SAIL) to take action/decision under these guidelines in appropriate cases.
- 2.5. The procedure for (i) Plant/Unit wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency, either entirely or partially, due to its poor/inadequate performance or for any other reason even though the Agency has not been banned/kept on hold/suspended.
- 2.7. The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party/ Contractor/ Service Provider/ Supplier/ Vendor/ Purchaser/ Customer/ Bidder/ Tenderer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons, HUF engaged in any commerce, trade, industry, etc. *Party/ Contractor/ Service Provider/ Supplier/ Vendor/ Purchaser/ Customer/ Bidder/ Tenderer'* in the context of these guidelines is termed as *'Agency.'*
- ii) *'Inter-connected Agency'* shall mean two or more firms having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory(ies)
 - f) If they have the same address/ same Permanent Account Number/ same Bank Account Number/ common email ID
 - g) All successor firms will also be considered as "Inter-Connected Agencies"

Note: This list is only illustrative in nature.

- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

Area of Banning/ Suspension	Competent Authority	1 st Appellate Authority	2 nd Appellate Authority
a) Company-wide banning (Except for foreign suppliers of imported coal & coke)	Director concerned/ Director I/c of Plant /Unit	Chairman SAIL	-
b) Company-wide banning (Except for foreign suppliers of imported coal & coke) and reference to Ministry of Steel (MoS) for banning across MoS / all ministries & Departments of GoI	Director concerned/ Director I/c of Plant/Unit. Reference to MoS with approval of Chairman, SAIL	Chairman SAIL	
Banning/ Suspension of business dealings with Foreign supplier of imported coal & coke	SAIL Directors' Committee (SDC) for import of coal & coke	Chairman SAIL	SAIL Board**

Area of Banning/ Suspension	Competent Authority	1 st Appellate Authority	2 nd Appellate Authority
Plant/ Unit wide Suspension of business dealings with Agency	Officer nominated by Director concerned / Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will nominate the officer for this purpose.*	Director concerned /Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will be the Appellate Authority.	-
Plant/ Unit wide Hold on participation of the Agency in Tenders #	Officer nominated by Director concerned/ Director I/c of Plant/ Unit. For units headed by Executive Directors, the respective EDs will nominate the officer for this purpose.*	Director concerned / Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will be the Appellate Authority	-

* For Plants/Units - The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Chief General Manager for "Competent Authority" for the purpose of suspension of business dealings with the Agency as well as for Plant/ Unit wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items/ award of contracts to meet the requirement of Corporate Office only, Head of CMMG shall be the Competent Authority and Director concerned shall be the Appellate Authority. The Management of Subsidiary shall define/ appoint the "Competent Authority", Appellate Authority & Standing Banning Committee in their respective cases.

This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Plant/Unit.

**This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.

- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning/ Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting/ Contracting/ Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the agency has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part. Besides the Concerned Department, Vigilance Department of each Plant/Unit/Corporate Vigilance shall also be competent to advise such action to the concerned Competent Authority/Department.

5. Suspension of Business Dealings

5.1. If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with SAIL is under investigation by any department of any Plant/Unit, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.

5.2. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of the Plant/Unit of SAIL to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative/concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that Inter-Connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

The investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority is to be completed within four months from date of referral to the Standing Banning Committee. In case the time taken exceeds four months then the reasons for the same shall be duly recorded to appraise the Competent Authority.

5.3. The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Plant/Unit. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Plant/Unit.

5.4. As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of suspension.

5.5. For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure:-

5.5.1. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.

5.5.2. The complaint against any foreign supplier of imported coal and coke shall be investigated by Coal Import Group (CIG) or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of SAIL to continue to deal with

such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including CIG) may be sent to Head of CIG to place it before a Committee consisting of the following:

- i. Head of Corporate Finance,
- ii. Head of CIG–Convener of the Committee
- iii. Head of CMMG, Corporate Office
- iv. Head of Corporate Law

The committee shall expeditiously examine the report, give its comments/ recommendations within twenty one days of receipt of the reference by Head of CIG.

5.5.3. The comments/ recommendations of the Committee shall then be placed by Head of CIG before SAIL Directors' Committee (SDC) constituted for import of Coal & Coke. If SDC decides that it is a fit case for suspension, SDC shall pass necessary orders which shall be communicated to the foreign supplier by Head of CIG.

5.6. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6. Grounds on which Banning of Business Dealings can be initiated

6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2. If the Director, Owner, Proprietor, Partner and/ or Officials of the 'Agency' is convicted by a Court of Law (a) under Prevention of Corruption Act or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a contract; in relation to its business dealings with SAIL, during the last three years preceding date of tender opening or during execution of contract;

6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, Owner and/ or Officials of the 'Agency' have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc., in relation to its business dealings with SAIL, during the last three years preceding date of tender opening or during execution of contract, provided such information is known to SAIL;

6.4. If the Agency continuously refuses to return/refund the dues of SAIL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;

6.5. If business dealings with the Agency have been banned by the Department of Expenditure, Ministry of Finance, GoI (DoE) or Ministry of Steel at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is available to SAIL;

6.6. If the Agency has resorted to:
Corrupt practice such as making offers, rewards or gifts or any material benefit in exchange for an unfair advantage in the procurement process or to otherwise

influence the procurement process or contract execution;

or

Fraudulent practice such as any act or omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes including misrepresentation of facts and/ or fudging/ forging/ tampering of documents for participation in a tender process or to secure a contract or in execution of the contract; **Ω**

- 6.7. If the Agency uses intimidation/threatening/misbehaves with SAIL Official or brings undue outside pressure or influence on the Company (SAIL) or its official in acceptance/performances of the job under the contract;
- 6.8. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations/delayed the tendering process;
- 6.9. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (SAIL) or not;
- 6.10. Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide/unlawful acts or improper conduct on its part in matters relating to the Company (SAIL) or even otherwise;
- 6.11. Established litigant nature of the Agency to derive undue benefit;
- 6.12. Continued poor performance of the Agency in several contracts;
- 6.13. If the Agency misuses the premises or facilities of the Company (SAIL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests/trees, etc.
- 6.14. If the Agency resorts to unauthorized sale of materials purchased from the Company.
- 6.15. If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with SAIL.
- 6.16. If the Agency has resorted to/indulged in any of the following prohibited practices:
 - 6.16.1. **Anti-competitive practices** such as collusion, bid rigging, anti-competitive arrangement or any other practice coming under the purview of the Competition Act 2002 that may impair the transparency, fairness and the progress of the procurement process or to establish bid at artificial non-competitive prices
 - 6.16.2. **Conflict of Interest-**
 - Participation by a bidding firm / its affiliates involved in the consultancy contract to which this procurement is linked;
 - If part of more than one bid in the procurement;
 - Non-disclosure of pre-existing relationships / financial / business transactions of bidding firm / their personnel with any official of SAIL directly or indirectly related to tender or execution process of contractor whenever they arise;
 - Improper use of information obtained by the (prospective) bidder from SAIL with an intent to gain unfair advantage in the procurement process or for personal gain;
 - 6.16.3 **Coercive Practice**– harming or threatening to harm, persons or their property to influence their participation or otherwise in the procurement process or affect the execution of a contract provided the affected individual/agency provides certain evidence that convinces the Competent Authority that action is warranted.
 - 6.16.4 **Obstructive Practice** - impede SAIL's investigations into allegations of breach of prohibited practices (such as, corrupt / fraudulent / anti-competitive / coercive /

conflict of interest), either by

- Deliberately destroying, falsifying, altering; or by concealing of evidence; or
- By making false statements and/or
 - By threatening, harassing or intimidating either directly or indirectly any party to prevent it from disclosing or not disclosing its knowledge of matters or from pursuing the investigation provided the affected individual/ agency provides certain evidence that convinces the Competent Authority that action is warranted or
- By impeding or attempting to impede SAIL's rights of audit or access to information;

6.17. If the Agency fails to suo-moto pro-actively declare any conflict of interest (pre-existing or as soon as these arise at any stage, during the procurement process or execution of the contract), any previous transgressions of prohibited practices with any entity in any country during the last 3 years or of being debarred by any other procuring entity.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

Ω No experience certificate shall be issued by Engineer in Charge/Executing Authority against that specific contract to the Agency found to have submitted forged/fabricated documents/indulged in corrupt/fraudulent practices.

7. **Banning of Business Dealings**

7.1. A decision to ban business dealings with any Agency by any one of the Plants/Units of SAIL will apply throughout the Company including Subsidiaries, i.e., company-wide banning.

7.2. There will be a Standing Banning Committee (SBC) in each Plant/Unit to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings" (except for banning of business dealings with foreign suppliers of coal & coke). However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the Committee shall be CGM/GM each from Operations, Finance, Law & CMMG. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and/ or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.

7.3. The functions of the Standing Banning Committee shall, inter-alia include:

7.3.1. To examine in detail the allegations/irregularities/misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.

7.3.2. If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per Para 9) to the Agency by the Convener of the Standing Banning Committee, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.

7.3.3. To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.

- 7.3.4. To submit final recommendation to the Concerned Department for referring the matter to Ministry of Steel for banning across Ministry of Steel/ across all Ministries & Departments or banning of business dealings with the Agency across SAIL or Plant/ Unit wide Hold on participation of the Agency in tenders or exoneration.
- 7.4. If action against the Agency is recommended by the Standing Banning Committee of any plant/unit, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department/Unit, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that sufficient grounds for banning do not exist, then the case with detailed reasons shall be sent back to the respective Department/Unit for necessary action at their end.

The Competent Authority may consider and pass an appropriate Speaking Order:

- a) For exonerating the Agency if the charges/allegations are not established;
- b) For banning the business dealings with the Agency
- c) For referring the matter to Ministry of Steel for banning across Ministry of Steel /across all Ministries & Departments and in the interim period ban business dealings with the Agency in SAIL or
- d) For putting on Hold the participation of the Agency in tenders in the concerned plant/unit.

Note: In all situations mentioned above a communication is to be sent to the Agency in relation to final outcome arising out of process of banning by SBC, after due approval.

- 7.5. If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Plant/Unit/Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of SAIL, endeavor should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6. In case, based upon the severity of the matter, if Director In Charge / Director Concerned of the Plant / Unit decides that it is a fit case for banning across Ministry of Steel / all Ministries & Departments of GoI, order for Company-wide banning shall be issued by the Plant / Unit and the case shall be forwarded to CMMG setting out the facts of the case, justification for action proposed along with all the relevant papers and documents.

CMMG shall put up the matter to Chairman SAIL, after the expiry of period of appeal in relation to Plant/Unit banning order and due deliberation of any appeal made in that regard, for appropriate consideration. Chairman SAIL may decide to refer the matter to Ministry of Steel for banning across Ministry of Steel / across Ministries & Departments or revert the case to Plant/Unit.

- 7.7. In cases which have been referred to Ministry of Steel, if Ministry of Steel bans the Agency across the ministry or DoE bans the Agency across Ministries & Departments, such banning order shall supersede the banning order issued by the Plant / Unit. The ban on Agency banned by Ministry of Steel / DoE shall extend to it and its inter-connected Agency (s) as mentioned in the banning order. In case a

Joint Venture (JV)/Consortium is banned by Ministry of Steel/DoE, the ban will extend to all partners in the JV/Consortium as mentioned in the banning order.

- 7.8. If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Plants/Units of SAIL as well as Head of CMMG. CMMG shall intimate Government e-Market place (GeM) the Agencies (including Inter-connected Agencies, if applicable) who have been banned from participation in SAIL tenders for giving effect to the ban in tenders floated by SAIL through GeM.
- 7.9. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities/ lapses committed/termination of contract due to poor performance, etc.
- However, in case of fraud/ forgery/ corrupt/ fraudulent practice or tampering of documents by the Agency as given in para 6.6 above, the period of banning to be imposed on the Agency would be two years.
- For cases referred to Ministry of Steel for banning across Ministry of Steel / all Ministries & Departments of Gol, the period of banning in the order issued by Plant / Unit shall be two years.
- 7.10. As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract)/new offers of the Agency or any of its successors shall not be entertained during the period of banning. In addition, if the Agency or any of its successors has been banned under provisions of Para 6.6, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Director concerned/ Director I/c where the exigency to continue the contract has been clearly brought out.
- 7.11. In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Plant/ Unit. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.12. Procedure for Banning of Business Dealings with Foreign Suppliers of imported coal and coke.
- 7.12.1. Banning of the Agencies shall apply throughout the Company including Subsidiaries.
- 7.12.2. The complaint against any Foreign Supplier of imported coal and coke shall be investigated by Coal Import Group (CIG) or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of CIG to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days

of receipt of the reference by Head of CIG.

- 7.12.3. The comments/recommendations of the Committee shall be placed by Head of CIG before SAIL Directors' Committee (SDC) constituted for import of Coal and Coke. If SDC decides that it is a fit case for initiating banning action, it will direct Head of CIG to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
- 7.12.4. On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by Head of CIG to SDC for consideration & decision.
- 7.12.5. The decision of the SDC shall be communicated to the Agency by Head of CIG.

8. Plant/Unit wide Hold on participation of the Agency in Tenders

- 8.1. If the SBC recommends for Plant/Unit wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents along with the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Plant/Unit wide Hold on participation of the Agency or any of its successors in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2. The effect of Plant/Unit wide Hold on participation of the Agency in tenders would be that the Agency or any of its successors would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3. The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Plant/Unit as the Hold is Plant/Unit specific.

9. Show-cause Notice

- 9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Convener of the Standing Banning Committee. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense. It must be clearly mentioned in the Show-Cause Notice that SAIL hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2. If the Agency requests for inspection of any relevant document in possession of SAIL, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1. The Agency may file an appeal against the order of Company-wide banning of business dealings/suspension/Plant/Unit wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be made within 30 days of receipt of the order.
- 10.2. Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.
- 10.3. Where a firm is referred for banning to the Ministry of Steel with approval of Chairman or is banned pursuant to a banning order issued by Ministry of Steel / DoE, in such cases there shall be no Appellate Authority in SAIL.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

- 11.1. The concerned Plant/Unit shall upload/update the list of banned agencies along with the period of banning immediately on issue of the banning order on the Plant/Unit website as well as SAIL Tenders website for wider circulation to SAIL Plants/Units. Other Plants/Units would check the list of banned Agencies before proceeding on tenders at their respective Units. Plants having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2. On receipt of the banning order from respective Plant/Unit or on posting of the banning order on SAIL Tender website, if any Plant/Unit is of the opinion that banning of the said vendor/contractor may hurt the interest of the Plant/Unit on account of shortage of vendors/contractors for that material/service/job they may send a written communication with approval of Director/Director In-Charge to CMMG stating the reasons why relaxation in banning as applicable to the Plant/Unit should be provided.

On receipt of the communication CMMG shall seek views of other Plants/Units about the repercussions of taking punitive action against the Agency on the continuity of procurements in their respective area and collate the same.

Based on the inputs received the recommendation for relaxation in specific Plants/Units shall be put up to Director (T, P & RM) for approval. Post approval the same shall be communicated to the Plants/Units and uploaded on SAIL Tender website by CMMG.
- 11.3. If business dealings with any Agency have been banned by the DoE or Ministry of Steel, SAIL shall on receipt of such information, without any further enquiry or investigation, ban business dealings with the Agency or its successors and its inter-connected Agencies, as specified in the DoE, Ministry of Finance/Ministry of Steel banning order. In such cases CMMG shall update the list of banned parties hosted on the SAIL tender website. The period of ban shall be same as mentioned in the DoE, Ministry of Finance/Ministry of Steel's banning order. No contract of any kind whatsoever shall be placed on the Agency or the Inter-Connected Agency after the issue of debarment order by the Ministry/DoE. On completion of the banning period as per SAIL banning order, the Agency will be eligible for participating in any tenders in SAIL.



11.4. Based on the above, Plants/Units may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Action against an Agency under these guidelines will be without prejudice to any contractual or legal rights of SAIL.

13. Revocation of Orders:

13.1. An order passed for Banning/putting on Hold / Suspension of business dealings with an Agency shall be deemed to have automatically been revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

13.2. An order for Banning / putting on Hold / Suspension of business dealings with an Agency may be revoked before the expiry of the order by Chairman, SAIL on recommendations of Director In Charge / Director concerned, if he / she is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

14. Saving

Any amendment to the guidelines shall require the approval of Chairman, SAIL.
