

SECTION 2 Dt. 02-01-2025

	General Terms & Conditions for Vendors (Indigenous & Foreign)
1.	Order of Precedence Section-1 to Section-5 shall contain terms & conditions of the NIT, in the event of any inconsistency or conflict in any clause mentioned in the sections, the order of priority shall be Section-1 to Section-5 in this sequence i.e. Section-1 will have the highest priority and Section-5 will have the lowest priority. For e.g. if "Delivery requirement" is mentioned in more than one section and also in Section-1, then "Delivery requirement" mentioned in Section-1 shall have control over any conflicting or inconsistent clause regarding "Delivery requirement". Meaning thereby, any Clause in Section-1 shall supersede any inconsistent or conflicting clause mentioned in the section-2 to Section-5. Similarly any Clause in Section-2 shall supersede any inconsistent or conflicting clause mentioned in the Section-3 to Section-5, so on and so forth.
2.	Eligibility Criteria: The intending tenderers must satisfy conditions as stipulated in this NIT under Item Description, Special Conditions & Eligibility Criteria(in section 1) to qualify for consideration in Techno-commercial evaluation. The intending tenderers must submit documentary evidence in support of their eligibility along with Techno-commercial Bid, failing which the offer is liable to be rejected. SAIL, SRU, however, reserves the right to call for clarifications/ additional documents in support of submissions made by the tenderers.
3.	Drawing: In case where tender document has been downloaded from SAIL website and drawing (if applicable) is not available/posted on the website, the relevant drawing may be obtained from the contact person, SRU as mentioned in the Tender Notice.
4.	General Instructions : Tenderers are requested to read the tender documents carefully and submit their quote as per Terms & Conditions given therein. The tenderers, who submit their offers shall be deemed to have read, understood and accepted the Terms & Conditions of the NIT/ Tender Documents. Specification, quantity, unit, rate, taxes, duties, freight, insurance, packing, forwarding etc. should be mentioned separately and clearly. Please indicate Rate/Unit and value both in figures and in words, in price bid only . Quotation should be clear and legible. No correction, over-typing or over-writing shall be permitted in the Price Bid in case of tendering other than EPS. Tenderers are requested to return our drawings enclosed with enquiry issued along with quotation /regret letter. Tenderers who submit their offers shall be deemed to have read, understood and accepted the terms & conditions of the tender including terms & conditions of SAIL-P/1. Updated NIT & Tender Documents are available at eps.buyjunction.in and SAIL website www.sailtenders.co.in. However, the bidders are to submit their offers through QEPS (techno-commercial and Price bids) at eps.buyjunction.in only. Any Extension of Due Date of Submission of Tender or Change in Scope/ Corrigendum etc. shall be available only on eps.buyjunction.in & www.sailtenders.co.in. Hence, prospective tenderers are requested to regularly visit/ log on to the website for any updates.
5.	Validity of the Offer/Bids: The bidder has to ensure that the validity of their offer should be at least 90 days from the date the tender is actually opened and atleast 60 days from the date of Price Discovery.
6.	Earnest Money Deposit (EMD): (i) EMD upto Rs. 5,00,000 or equivalent Foreign Currency : EMD to be deposited in the form of online transfer - NEFT, RTGS, SWIFT. The proof of such transfer / transaction needs to be submitted with the offer in EPS.

	<p>Such EMD submission proof to be uploaded along with the techno-commercial bid in EPS in the EMD Payment Details section.</p> <p>(ii) EMD more than Rs. 5,00,000 or equivalent Foreign Currency : EMD preferably to be submitted in the form of online transfer - NEFT, RTGS, SWIFT. The proof of such transfer / transaction needs to be submitted with the offer in the envelope titled Earnest Money Deposit. However, EMD will also be accepted in the form of demand draft, pay order, Banker's Cheque or Bank Guarantee (BG) as per proforma (Annexure: "EMD-BG Format" of Section "Annexures and Formats") from any Scheduled Commercial Bank except Co-operative and Gramin Bank. The tenderers should submit EMD in a separate envelope and not to enclose the same with any part of the quotation. The Bank Guarantee should be valid up to date as specified. In case of BG, the stamp paper must be in the name of the issuing bank. The BG should be operable/encashable at listed Local Branch of Bokaro Steel City. The tenderers should submit EM in a separate envelope (Bid 1) and not to enclose the same with any part of the quotation.</p> <p>(iii) Earnest Money may also be submitted in the form of Fixed Deposit Receipt (FDR) from any Scheduled Commercial Bank except Co-operative and Gramin Bank but shall not be accepted in cash.</p> <p>(iv) No request for adjustment of earlier dues / outstanding amount with the Company in place of EMD / Performance Guarantee shall be entertained.</p> <p>No request for adjustment of earlier dues in place of EM should be entertained. No Interest shall be payable on Earnest Money Deposit. For online transfers the bank details are as mentioned in Section-1.</p>
6.1.	<p>For EMD in the form of Bank Guarantee</p> <p>Official of BG Issuing Bank, on behalf of its client, should directly transmit a duly scanned copy of BG to SAIL official to the contact mail ID given in NIT.</p> <p>The hard copy of BG, in Original, shall also be submitted within scheduled time by the intending bidder / tenderer to the concerned official of SAIL plant / unit.</p>
6.2.	<p>EMD Exemption for MSME/PSU/Govt. Agencies etc.:</p> <p>Micro & Small Enterprises (MSEs)/ PSUs/ Government Undertakings and Co-operative Societies/ Start-ups as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) etc. may be exempted from submission of EMD as per extant Government policy.</p> <p>For MSEs, the exemption will be extended on the basis of :</p> <p>(i) Self-certified Copy of Udyam Registration Certificate;</p> <p>(ii) the concerned MSE is registered in the MSME databank and</p> <p>(iii) MSE is registered for the given scope of job/ procurement.</p> <p>SSI/ NSIC certificate holders are also exempted from submitting EMD.</p> <p>Self-Attested copies of the EMD exemption certificate as mentioned above to be uploaded along with the techno-commercial bid in EPS in the EMD Payment Details section.</p>
6.3.	<p>Forfeiture of EMD: The EMD shall be forfeited:</p> <p>i) If the tenderer withdraws or modifies the tender on its own during the period of tender validity specified.</p> <p>ii) If the successful tenderer fails to furnish the PERFORMANCE BANK GUARANTEE / SECURITY DEPOSIT, if asked for.</p>
6.4.	<p>Retention / Refund of EMD: The EMD will be retained in the case of selected tenderer and will be refunded after getting confirmation of submission of Security Deposit from SRU Plants. EMD for</p>

	<p>unsuccessful bidders shall be returned after finalization of Order for corresponding cycle. However for subsequent price discovery/cycle of tender vendors have to re-submit the EMD or to submit Bid Security as specified failing which party will not be considered.</p> <p>Note: Techno-Commercial Bids of only those tenderers who have submitted valid EMD, or proper documents for exemption, as applicable and duly signed Integrity Pact (if applicable), shall be opened.</p>															
6.5.	<p>Bid Security Declaration:</p> <p>Bidders may require to sign a Bid Securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the requests for bids document, they will be suspended for a period of Six months from being eligible to submit Bid/Participation in tenders. A format for Bid Security Declaration is attached at Annexure 1.</p>															
7.	<p>Submission Of Bids:</p> <p>Submission of Bids will be completely based on the Number of Bid in Section 1</p> <p>i) Two Bid System: 100 % on-line tendering through EPS.</p> <table><tr><td>Bid Part No.</td><td>Name/ Components</td><td>Modality</td></tr><tr><td>Bid-1</td><td>Techno-commercial Bid [inclusive of integrity pact, applicability or otherwise as indicated in Section-1] covering all terms except the price.</td><td>Through EPS (No Physical Bids required)</td></tr><tr><td>Bid-2</td><td>Price Bid</td><td>Through EPS (No Physical Bids required)</td></tr></table> <p>ii) Three Bid System: Bid-1(EMD)- Offline; Bid-2 &3 through EPS.</p> <table><tr><td>Bid Part No.</td><td>Name/ Components</td><td>Modality</td></tr><tr><td>Bid-1 (Physical Bid)</td><td><ul style="list-style-type: none">EMD/EMD exemption certificate (MSME etc.) documents by SSIs in support of claim for exemption as required.Applicability and amount of EMD is mentioned in Section-1.Original letter of authorization from principal, if any.Annexure 4 of Section-8 in Original</td><td>NIT/ Tender Number, Due Date, Tenderer Name and the words 'Earnest Money Deposit'.</td></tr></table> <p>Bid – 2 & Bid – 3 to be submitted only through QEPS. (No Physical Bids required)</p>	Bid Part No.	Name/ Components	Modality	Bid-1	Techno-commercial Bid [inclusive of integrity pact, applicability or otherwise as indicated in Section-1] covering all terms except the price.	Through EPS (No Physical Bids required)	Bid-2	Price Bid	Through EPS (No Physical Bids required)	Bid Part No.	Name/ Components	Modality	Bid-1 (Physical Bid)	<ul style="list-style-type: none">EMD/EMD exemption certificate (MSME etc.) documents by SSIs in support of claim for exemption as required.Applicability and amount of EMD is mentioned in Section-1.Original letter of authorization from principal, if any.Annexure 4 of Section-8 in Original	NIT/ Tender Number, Due Date, Tenderer Name and the words 'Earnest Money Deposit'.
Bid Part No.	Name/ Components	Modality														
Bid-1	Techno-commercial Bid [inclusive of integrity pact, applicability or otherwise as indicated in Section-1] covering all terms except the price.	Through EPS (No Physical Bids required)														
Bid-2	Price Bid	Through EPS (No Physical Bids required)														
Bid Part No.	Name/ Components	Modality														
Bid-1 (Physical Bid)	<ul style="list-style-type: none">EMD/EMD exemption certificate (MSME etc.) documents by SSIs in support of claim for exemption as required.Applicability and amount of EMD is mentioned in Section-1.Original letter of authorization from principal, if any.Annexure 4 of Section-8 in Original	NIT/ Tender Number, Due Date, Tenderer Name and the words 'Earnest Money Deposit'.														
7.1.	<p>Two Bid System: 100 % on-line tendering through EPS.</p> <p>Two Bid System: 100 % on-line tendering through EPS.</p> <p>BID-1 Techno-commercial Bid [inclusive of integrity pact, applicability or otherwise as indicated in Section-1] covering all terms except the price.] and BID -2 [Price Bid] to be submitted in QEPS powered by Metal Junction, https://eps.buyjunction.in/</p> <p>The procedure to quote in BID-1 & 2 is available on the above website (link) and also available at Section-QEPS Seller Manual</p>															
7.2.	<p>Three Bid System: Bid-1(EMD)- Offline; Bid-2 &3 through EPS.</p> <p>BID-1 containing applicable EMD/EMD exemption certificate (MSME etc.) documents by SSIs in support of claim for exemption as required, Original Authorization letter from principal, if applicable</p>															

	<p>and Annexure 4 of Section-8 in original is to be submitted in single envelope. The envelope in physical form should contain contents as described above. The envelope should be SUPERSCRIBED WITH TENDER ENQUIRY NO [NIT No.], Bid-1, DUE DATE OF TENDER OPENING AND NAME OF THE TENDERER.</p> <p>The sealed Bid (Bid-1) must reach on or before the Due Date & Time or can be submitted directly at the above address in person or dropped in the Tender Box in Material Management Department before the Due Date & Time.</p> <p>Bids received after the Closing Date and Time will not be opened. Tenders received in FAX / verified e-mails will not be considered. Tender received after the scheduled due date and time shall be summarily rejected as late offers. SRU is NOT responsible for any delay.</p> <p>BID-2 (Techno-commercial Bid) and BID -3 (Price Bid) to be submitted in QEPS powered by Metal Junction, https://eps.buyjunction.in/</p> <p>The procedure to quote in BID-2 & 3 is available on the above website (link).</p>
7.2.1.	<p>Opening of Bids/ Tenders (Three Bid System):</p> <p>Bid-1 should be addressed to the contact person mentioned in section-1. The sealed Bid (Bid-1) must reach on or before the Due Date & Time or can be submitted directly at the above address in person or dropped in the Tender Box in Material Management Department before the Due Date & Time.</p> <p>Bid-1 and Bid-2, complete in all respects, shall be opened on the Opening Date. The Bids shall be opened in the presence of any bidders who may choose to be present. The Techno-commercial Bids (Bid-2) of only those tenderers who have submitted the EMD (Bid-1) in sealed cover or are exempted from submission of EMD Bid (against valid documentary evidence as indicated in NIT), Original Authorization letter from principal, if applicable and Annexure 4 of Section-8 in original shall be opened in EPS.</p> <p>Bids received after the Closing Date and Time will not be opened. Tenders received in FAX / verified e-mails will not be considered.</p>
7.3.	<p>Price or any indication of Price must NOT appear in Techno-commercial offer failing which the offer may be rejected. Prevailing rates, in percentage only, of Taxes, Duties etc. may be indicated in Techno-commercial Bid.</p> <p>Price and price related information such as Absolute Value of Taxes, Duties etc should be indicated in Price Bid only.</p> <p>Price should be indicated in Price Bid only.</p> <p>The quoted Price/ Rate shall also be applicable for order placed on part quantity and also applicable for part quantity in case of distribution of Order.</p>
7.4.	<p>In procurement cases where multiple price discovery is envisaged bidders shall have to submit sealed prices either offline or online prior to each price discovery akin to price submitted at the time of submission of tender.</p>
7.5.	<p>Bidders should clearly mention in their offers whether they are participating as regular/proven tenderer or as a trial source.</p> <p>In any case, SRU shall have the option to categorize a Bidder as a trial source / regular source irrespective of the fact whether they have quoted as trial/regular source.</p> <p>In the event of trial quantity not finalized on trial sources, the allocated quantity for trial may be allotted to Proven/Regular source(s).</p>
8.	<p>Tender should provide complete, clear and unambiguous information requested in the NIT/ Enquiry document. If any of the forms attached herewith is not submitted or is incomplete in any respect, the Bid may be rejected.</p> <p>It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the Terms & Conditions prescribed in the SAIL website and no change is made therein before submission of their tender. In the event of any doubt, regarding the Terms & Conditions/ formats, the person concerned may seek clarification from the authorized executive of SAIL, SRU. In case tampering / unauthorized alteration is noticed in the tender submitted, from the tender document available on the SAIL website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter.</p>

9.	Purchase Order will be awarded to regular/proven bidders/suppliers to the tune of 80% of total NIT quantity and remaining 20% quantity shall be distributed to trial bidder[s]. In case there are more than one trial bidders eligible, maximum of 10% of quantity for each trial bidders would be allocated.
10.	<p>Delivery Instructions</p> <p>Delivery schedule may be increased upto three months requirement in the first consignment on mutual consent of buyer and Seller. In case of inability to agree to the same, seller has to indicate such inability in their offer.</p> <p>The delivery schedule may change according to requirement of the respective plant and would be intimated at the time of PO issuance.</p> <p>Any changes in the delivery schedule shall be done by amendment to PO only.</p> <p>If the requirement of SRU increases, then 03 weeks' time to Indigenous vendors and 06 weeks' time for Foreign Vendors will be given to enable the vendor to arrange for the material.</p> <p>In case of urgency where sufficient time is not available as stipulated above, SRU may still request for increased supply qty. to meet urgent demand but the same may attract L/D only after the said indicated time (3 weeks/6 weeks).</p>
11.	<p>Guarantee/ Warranty Clause:</p> <p>Unless or otherwise explicitly mentioned in Section-1, Guarantee/ Warranty for Raw materials is Not applicable.</p> <p>For Spares, mechanical or electrical parts: The supplier must replace, free of charge, any mechanical or electrical parts which owing to defect in design, material or workmanship fail or show signs of failure at any time within 12 months from the date of the equipment being put into operation or 18 months from the date of receipt of supply, whichever is earlier <i>or otherwise as specified in the tender. Material is to be replaced free of charge on FOR/DDP SRU plant-Stores basis (even in FOB contracts) and all charges, duties, freight, insurance, etc. up to SRU Plant-Stores shall be borne by you. Acceptance of order as above will not require any separate guarantee for the purpose of acceptance / payment. All supplies will be considered to have been covered by the above guarantee by the supplier unless specific conditions in this regard are indicated in the purchase order.</i></p>
12.	<p>Full Truck Load: Bidders have to provide quantity to be considered for Full Truck Load (FTL) in their offer. In case if bidder does not provide this detail in their offer or subsequent clarification, buyer has the right to provide the delivery schedule at their discretion based on the buyer's assessment.</p> <p>If Possible, efforts would be made to schedule the delivery in multiples of FTL; except for the last consignment.</p>
13.	<p>Acceptance to offer Full Tender quantity and as per specification:</p> <p>Tenderer has to offer for full tender quantity (full trial quantity for trial bidders) and agree to supply the quantity as per the requirement and specification of SRU.</p>
14.	<p>Document verification:</p> <p>SAIL, SRU reserves the right to call for original documents for verification at any time during tendering, evaluation and/ or the execution of the Contract. In case of any documents/ information submitted by bidder(s) found to be false or containing any misrepresentation of having any fraudulent declaration in it, in such eventuality, legal action (including cancellation of contract, banning of business dealing, damages criminal proceedings etc.) as deemed fit may be initiated by SRU against the bidder.</p>
15.	SAIL-SRU, being a PSU, its internal Agencies reserves the right to inspect the material at any point of time during use. In case of any deviation in such test report, the party will have option to accept the test results or go for joint sampling and re-testing. This will supersede all previous test reports.

16.	<p>Techno-commercial offer (Bid-2) must confirm/ indicate following with other relevant details:</p> <table border="1"> <tr> <td>Basis of Price</td><td>To confirm 'Firm Price for the Duration of the Contract' (except where Price Variation Clause is stipulated)</td></tr> <tr> <td>Delivery Period</td><td>Mention the period from which first supply can start and in case of capacity limitation the maximum quantity that can be supplied per month. The discretion to accept capped quantity solely lies with the buyer.</td></tr> <tr> <td>Payment Term</td><td>As per Section-3/Section-4, as applicable</td></tr> <tr> <td>Packing Weight & Dimensions</td><td>To indicate the packing weight (gross & net) and dimensions for each item specified in the Tender Document unless specific packing instructions are given for the item.</td></tr> <tr> <td>Term of Delivery</td><td> For Indigenous sources- DDP/Door Delivery basis For Foreign sources – CFR/CIF Discharge port (Currently Vishakhapatnam Sea Port is the discharge port) Foreign Bidders should provide the FOB Load port value also (However the option to exercise FOB / CFR price rests solely with SAIL,SRU. </td></tr> <tr> <td>Currency</td><td>Price per unit should be quoted in Indian Rupee by Indigenous Tenderers and in US Dollar/ Euro/AUD by Overseas Tenderers.</td></tr> </table>	Basis of Price	To confirm 'Firm Price for the Duration of the Contract' (except where Price Variation Clause is stipulated)	Delivery Period	Mention the period from which first supply can start and in case of capacity limitation the maximum quantity that can be supplied per month. The discretion to accept capped quantity solely lies with the buyer.	Payment Term	As per Section-3/Section-4, as applicable	Packing Weight & Dimensions	To indicate the packing weight (gross & net) and dimensions for each item specified in the Tender Document unless specific packing instructions are given for the item.	Term of Delivery	For Indigenous sources- DDP/Door Delivery basis For Foreign sources – CFR/CIF Discharge port (Currently Vishakhapatnam Sea Port is the discharge port) Foreign Bidders should provide the FOB Load port value also (However the option to exercise FOB / CFR price rests solely with SAIL,SRU.	Currency	Price per unit should be quoted in Indian Rupee by Indigenous Tenderers and in US Dollar/ Euro/AUD by Overseas Tenderers.
Basis of Price	To confirm 'Firm Price for the Duration of the Contract' (except where Price Variation Clause is stipulated)												
Delivery Period	Mention the period from which first supply can start and in case of capacity limitation the maximum quantity that can be supplied per month. The discretion to accept capped quantity solely lies with the buyer.												
Payment Term	As per Section-3/Section-4, as applicable												
Packing Weight & Dimensions	To indicate the packing weight (gross & net) and dimensions for each item specified in the Tender Document unless specific packing instructions are given for the item.												
Term of Delivery	For Indigenous sources- DDP/Door Delivery basis For Foreign sources – CFR/CIF Discharge port (Currently Vishakhapatnam Sea Port is the discharge port) Foreign Bidders should provide the FOB Load port value also (However the option to exercise FOB / CFR price rests solely with SAIL,SRU.												
Currency	Price per unit should be quoted in Indian Rupee by Indigenous Tenderers and in US Dollar/ Euro/AUD by Overseas Tenderers.												
17.	<p>Statement of Deviation:</p> <p>The commercial terms and conditions shall be, as given in NIT and other sections. SAIL, SRU solicits bids in conformity with Terms & Conditions, without any deviations. However, if any Bidder is unable to accept any particular terms, or proposes any deviation therefrom, the Bidder shall enclose along with offer, a Statement of Deviations as per Annexure (Annexure- Statement of Deviations) clearly spelling out the deletions/ deviations proposed, which will be evaluated in accordance with provisions of Techno-commercial evaluation as stated below.</p> <p>However, deviations, if any with regard to all Terms & Conditions (Commercial), proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL, SRU. Such proposed deviations will not be treated as tampering for the purpose of application of this clause. It must be recorded in Annexure.</p> <p>Even if there is No Deviation, it must be mentioned in the prescribed format (Annexure - Statement of Deviation is Mandatory).</p> <p>The deviation or NO Deviation indicated by the tenderer in Annexure -Statement of Deviation shall be considered final, irrespective of indicating such deviation anywhere else in the bid.</p>												
18.	<p>Commercial Terms & Conditions</p> <p>Detailed Commercial Terms & Conditions applicable to this NIT are covered in Section-3 for Indigenous Vendors and Section-4 for Foreign Vendors. All the bidders should consider these carefully and confirm acceptance by duly signing these Terms & Conditions by enclosing Annexure-Statement of Deviation attached to this NIT.</p> <p>Bidders are also requested to attach all required annexures as mentioned in Section-8 duly filled-in and signed. Any deviations quoted by the bidder in Techno-commercial Bid (Bid-2) shall make the bid liable to be rejected for any further consideration.</p> <p>Only when asked by M/s MJunction Services, Annexure-Format for submitting last quoted prices (Form 2) duly filled in and completed must be sent within 4 hours of conduct of Reverse Auction.</p>												
19.	<p>Evaluation of Techno-commercial Bids</p>												
19.1.	<p>The Techno-commercial Evaluation process will comprise of two steps to be carried-out simultaneously. The technical and commercial evaluation shall be done to decide about the acceptance or otherwise of the technical/ commercial/ Specification/ Conditions & Terms offered by each tenderer. In case of deviation/ non-agreement from SRU technical/ commercial/ specifications/ terms, clarification may be</p>												

	sought from tenderers and in case of non-confirmation within the specified date, the Bid shall be rejected. The Techno-commercial assessment, among other parameters shall consider Technical viability of the proposal, response towards delivery schedule and supply potential
19.2.	The Physical Bid, if any and Technical-commercial Bid should not contain any indication of Price, else the offer shall be rejected.
19.3.	The techno - commercial terms and conditions after evaluation shall be kept valid for Sixteen Months period from the date of Price discovery after techno-commercial evaluation of offers. This is being stipulated as in certain procurement multiple price discoveries are envisaged.
20.	<p>Price Bid Evaluation</p> <p><u>a)</u> In case of acceptance of EMD Bid/Bid-1, Techno-commercial offer shall be examined and Techno-commercial Terms & Conditions shall be frozen.</p> <p><u>b)</u> Price Bids of bidders whose Techno-commercial offer have been accepted shall be opened.</p> <p><u>c)</u> Tenderers shall quote single Landed Cost net of Setoff (LCNS) Rate in Rs / MT (or per Unit) which will be valid for entire Quantity. Tenderers shall also provide Price break-up considering the tax for individual SRU Plant but keeping the LCNC same for all the plants (in-case of material to multiple plants).</p> <p><u>d)</u> Price Quoted shall Remain Firm during Currency of the Contract except for cases where Price Variation Clause has been stipulated.</p> <p><u>e)</u> L-1 LCNS Price discovery shall be done through opening of Price Bids pre-submitted along with the techno-commercial bids on or before TOD OR On-line Reverse Auction process OR Combination of Both.</p> <p><u>f)</u> 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 bidder(s)/tenderer(s) along with 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, H2,.....Hn) to be eliminated, if any, will be decided by SAIL Plant/unit before conducting RA.</p> <p><u>g)</u> In case, no bid is received during the Reverse Auction, then the lowest price (L1 price) received along the techno-commercial bids on or before TOD shall be binding on bidder(s)/tenderer(s) and the case may be processed on the basis of the L-1 price and the relative ranking of the bidders/tenderers therein.</p> <p><u>h)</u> 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 extant guidelines of SAIL.</p> <p><u>i)</u> To bring the prices of the foreign suppliers and the Indian suppliers at par, the RBI reference rate should be considered for exchange rate conversion and the "forward premium rate" for the period of delivery, for staggered delivery the average of all the periods of delivery, will be added to the conversion rate for converting the price into INR for the purpose of evaluation. Further, foreign parties will also be loaded suitably w.r.t. a payment factor which is to be calculated on the basis of financial cost of Borrowing to SAIL.</p>
20.1.	<p>Price Bid evaluation shall be done on the Landed Cost net of set-off Credit (LCNS) Rupees per MT (per unit) quoted at SAIL Plant/ Unit mentioned above.</p> <p>For foreign vendors, CFR-discharge port on container basis, value converted into Indian Rupees will be loaded with further downstream costs such as Inland Freight and Insurance, Port Handling Charges, Customs Duty and any other duties and costs applicable.</p> <p>Overseas supplier should quote on basis of FOB (name of Loading Port must be shown) of loading and</p>

	<p>CFR-Discharge port. SAIL, however, reserves the right to conclude the contract on a FOB, dispatching port or CFR Discharge port basis.</p> <p>In quoting the CFR price, the bidder is not subject to any restriction on the choice of shipping, but the shipping line so chosen should abide to the governing laws of INDIA.</p>
20.2.	<p>Basis of Price: The Rate to be quoted should be in the Unit specified in the Techno-commercial . The quoted price shall remain firm till completion of supply / contract unless otherwise specified in NIT. The Quoted Rate shall also be applicable for full tendered quantity or part quantity in normal circumstances or part quantity in case of distribution of Order.</p> <p>Further if order for only part quantity is placed then within the validity of the contract, SRU reserves the right to increase the ordered quantity up to the quantity for which price has been discovered.</p>
21.	<p>Quantity: SRU reserves the right to place the order for the full tendered quantity or any part quantity. SRU reserves the right to short close/reduce the ordered quantity/enhance the order quantity to the extent of the tendered quantity without prior intimation to the supplier.</p>
22.	<p>If any specific adverse report is received against any tenderer as an information or upon enquiry made by SAIL in respect of performance of tenderers after receipt of tender but before participating in the RA, the firm/ vendor shall be rejected on the basis of recorded reasons. If such a report is received after RA, the quotation/ bid of that tenderer may also be rejected after recording the reasons.</p> <p>In case there is outstanding quantity on any supplier even after expiry of contractual delivery, such firm may not be considered in this case.</p>
23.	<p>Explanation/ Justification for Price: All the tenderers may be required to explain/ justify the basis of their quoted price on specific request by SAIL. In case any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in re-tendering, if order is not finalized from the present tender.</p>
24.	<p>Voluntary Reduction in Prices / Rate: Wherever voluntary reduction in price is received after Price Bid Opening/ RA, 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/ RA, the order would be placed at a price taking into account the voluntary reduction offered by the party.</p>
25.	<p>Any modifications to the original offer after opening of offers shall be treated as unsolicited and liable of rejection of whole offer</p>
26.	<p>ORDER DISTRIBUTION:</p> <p>SAIL, SRU may distribute order on more than one source.</p> <p>Quantity allocation for the L-1 tenderer will be done as follows:</p> <ol style="list-style-type: none"> The L1 tenderer will be allocated the maximum QUANTITY for that item. Distribution of the balance quantity will be done among the eligible bidders who match the item-wise prices of L-1 on LCNC Basis. The volume of order to be distributed to other tenderers, who match the L-1 item-wise prices will be based on their initial ranking and based on maximum number of suppliers recommended by SAIL, SRU before Price Bid Opening/ RA. Order shall not be placed on more than these numbers of parties, except in the case of purchase preference as per Government/ SAIL Policy (e.g. MSE / MII). The distribution of order will be in the descending order as per the prices quoted for each Lot/ Market, as the case may be. i.e. Lot/ Market-wise L-1 tenderer will get the highest share and the last ranked tenderer within which the total order is to be distributed, will get the smallest share, subject to the capacity capping of individual tenderer and such capping of quantity accepted by seller. Purchase preference to PSUs/ Government organizations/Make in India Suppliers, MSEs/ Local MSEs shall be based on the extant guidelines issued by the Government of India/ SAIL as modified from time to time.

27.	<p>L-1 Backs out: In Case L1 backs out, re tendering would be resorted to in a transparent and fair manner in which backed out tenderer will not be considered. Further the EMD will be forfeited of the backed out tenderer and backed out tenderer will not be allowed to participate in any subsequent tenders till Six Months.</p>
28.	<p>Bidders shall be required to submit a single composite undertaking that they have read, understood and accepted the contents of tender including related clauses and that they affirm / certify the same including providing of data as required hereunder:</p> <p>a) Bid Securing Declaration, b) Non-Collusive tendering, c) Authenticity of documents submitted for bid evaluation, d) The person or team representing the bidder is not representing any other firm participating against the tender and if yes, the details thereon to be provided, e) Relationship of Proprietor / Partner / Director of the firm / company, within the meaning of Section 2 (77) of the Companies Act 2013 with any employee working in Plant / Unit concerned or Director of SAIL including its subsidiaries. The details thereon to be provided in case relationship exists, f) Minimum Local Content, as applicable, g) Compliance related to Land Border sharing requirements, if applicable, h) Conflict of Interest in case, if applicable, i) Anti Bribery Management System (ABMS) declaration.</p> <p>Above declarations are Mandatory and the consolidated format for the same has been provided in "Annexure -1"-Section 8. Failure in submission of this would make the bid liable for rejection.</p>
29.	<p>CONSIDERATION OF AGENTS: Wherever, foreign company / supplier participate in the tender, SRU prefers that such purchases should preferably be made directly from the suppliers / manufacturers.</p> <p>However, either the agent on behalf of the Principal/ OEM or the Principal / OEM directly be permitted to bid in a tender, but not both. If agents / dealers / stockists of foreign companies quote along with manufacturer, only the offer of Principal / OEM will be considered as valid. One agent cannot represent two Suppliers / Principal / OEM or quote on their behalf in a particular tender.</p>
30.	<p>i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly</p> <p>ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>iii) If there is a discrepancy between words and figures, the amount in words shall prevail.</p> <p>iv) Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.</p>
31.	<p>Sampling Procedure</p> <p>I. Regarding quantification of lot for indigenous consignment the following may be adopted:</p> <p>a. For ordered quantity ≤ 500 MT, each challan/ invoice to be considered as a separate lot for sampling. However, if on a particular day, consignments received with 3(three) or more challans, then material against each 3(three) challans may be considered as a lot.</p> <p>b. For ordered quantity, $2000\text{MT} \geq \text{Order quantity} > 500\text{MT}$, 3(three) truckloads/ challans or approx.50 MT to be considered as a single lot.</p> <p>c. For ordered quantity > 2000 MT, 6(six) truckloads/ challans or approx.100 MT to be considered as a</p>

	<p>single lot.</p> <p>However, for option (b) & (c) acceptance/ rejection for the referred sample will be valid for entire lot. If so required, unit may consider each challan/ combination of challans within above stipulation as a single lot.</p> <p>II. Sampling team will consist of representatives of Custodian, Laboratory and Indenter. Random sampling method shall be followed by the team and the same shall be recorded in the sampling report.</p> <p>III. Two samples will be prepared, out of which one sample shall be sealed, marked and signed by the sampling team and retained in the custody of the Laboratory as UMPIRE sample. The umpire sample shall be retained for six months from the date of sampling or till the complete quantity of material, received against that BL/challan is consumed, whichever is later. For MRB cases, umpire samples shall be retained till final commercial settlement.</p> <p>IV. For imported material every BL/BE shall be treated as a separate lot. Minimum lot size shall be more than 10% of BL/BE quantity.</p>
32.	Security Deposit (SD)
32.1.	<p>For Regular /Proven, Trial Sources</p> <p>In the event of placement of order, the successful tenderers shall furnish Security Deposit to the extent of values mentioned below:-</p> <ol style="list-style-type: none"> 1. 3% (Three Per-cent) of the LCNS value of the PO for Indigenous Vendors [Including Trial Indigenous Vendors] 2. 10% (Ten per-cent) of the LCNS value of the PO for Foreign Vendors [Including Trial Foreign Vendors] <p>SD to be submitted within 21 (Twenty One) days, either in the form of Demand Draft favouring SAIL, SRU and payable at location of SRU Plants (Tender inviting location) or in the form of Bank Guarantee (Annexure- Security Deposit – BG Format) from any Scheduled Commercial Bank except Co-operative and Gramin Bank, which must be kept valid for covering the contractual delivery period plus six months for lodging claims, if any. The BG should be operable at listed Local Branch of Bokaro Steel City.</p> <p>In addition to above, SD (value as mentioned above) can also be submitted in the form of TT remittance / online transfer - NEFT, RTGS, SWIFT. (Bank details provided in point no. 4) or Fixed Deposit Receipt (FDR) from any Scheduled Commercial Bank except Co-operative and Gramin Bank but shall not be accepted in cash. Proof of the same shall be provided to the concerned officer.</p> <p>In case SD is received in the form of DD/BG, the date of issuance of BG/DD/Counter Guarantee must be prior to the date of shipment of first consignment.</p> <p>However, in case the first consignment is to be processed through CAD payment, the supplier has to ensure that acceptable BG/DD reaches SRU before the shipping documents. Any detention/demurrage shall be to the account of supplier in case there is delay in retiring documents due to delayed receipt/non receipt of acceptable BG at SRU.</p>
32.2.	<p>Official of BG Issuing Bank, on behalf of its client, should directly transmit a duly scanned copy of BG to SAIL official to the contact mail ID given in NIT / contract.</p> <p>The hard copy of BG, in Original, shall also be submitted within scheduled time by the intending bidder / tenderer / contractor / supplier to the concerned official of SAIL plant / unit.</p>
32.3.	<p>FOR INDIGENOUS VENDORS only: If the party fails to submit the SD within the above time frame but supplies the first consignment as per PO, then the total value of security deposit shall be deducted from their initial bills and will be kept as Security Deposit. No further consent will be required to retain the SD amount from the running bills. If the security deposit amount is not fully recoverable from the first bill, the same shall be recovered from the subsequent bills till the full SD amount is recovered.</p> <p>If a firm desires to get his money back by submitting SD, then the SD may be accepted from the party for</p>

	a period of 90 days from the date of placement of PO. On successful confirmation of the SD, the amount, if deducted from the party from their initial bills may be returned to the party.
32.4.	Waiver: There will be no exemption from submission of Security Deposit/ Performance Guarantee Bond unless otherwise specified.
32.5.	Validity: Security Deposit/ PBG should be initially valid for a period covering contractual delivery period plus Six Months from last date of supply and further two months for lodging claims, if any. It shall be extendable till the fulfilment of the contract in all respects for quality and specification including completion of supplies. The PG Bond shall be kept valid and in full force and effect from the date of Order till a period of 6 (Six) Months from the date of receipt of the last consignment at the respective SAIL plants or 8 (eight) months from the date of delivery of the last consignment under the Order, whichever is earlier. For this purpose, the date of the Bill of Lading shall be the date of delivery in respect of each consignment and the date of receipted challan shall be the date of receipt.
32.6.	Failure to Submit of SECURITY DEPOSIT/ PBG: If the Supplier is called upon by the Purchaser to deposit SECURITY DEPOSIT/ PBG and the supplier fails to provide the same within the period specified, such failure will constitute a breach of the contract. The Purchaser may forfeit the EMD and ban the party as mentioned in the Bid-Security declaration from participation in future tenders for a period of one year and take alternate procurement action at the risk and cost of the supplier or action as envisaged in General Conditions of Contract of SAIL i.e. SAIL P1
32.7.	Interest: No claim shall lie against the Purchaser either in respect of interest on SECURITY DEPOSIT/ PBG or depreciation in value.
32.8.	Return of SD / PGB: On due performance and completion of the contract in all respects the SECURITY DEPOSIT / PBG will be returned to the Supplier without any interest.
32.9.	Delay in Submission of SECURITY DEPOSIT/ PBG In case the supplier/contractor delays submission of Security Deposit / Performance Guarantee, a penalty of 0.2% of the original SD / PG amount per completed day of delay, limited to an amount not exceeding 5% of the original SD / PG amount shall be applicable. Penalty as stated above is also applicable in cases where SD is to be deducted from bills as per clause 32.3 Payment for executed portion of order/contract should only commence on submission of requisite SD/PG.
33.	Terms and Conditions for Trial Bidders
33.1.	Specific Terms and Conditions for Trial Bidders: a) The techno commercial evaluation will be done simultaneously for regular/proven as well as Trial Offers, however price discovery for Trial Party will be done only after finalization of Regular/Proven Quantity. b) In case, trial qty is NOT finalized on Trial source the same will be awarded to proven/regular party/parties. c) If trial performance parameter criteria are mentioned in the Section-1 of NIT, then the Trial party performance will be evaluated by a Committee appointed by Head of Plant (HOP) and its performance report to be submitted by Committee to HOP. In case Trial performance is satisfactory, Trial party will be considered as regular party for all subsequent tenders. If no specific performance parameter criteria are mentioned, then performance parameter criteria shall be as mentioned below. d) Trial party's payment terms will be in-line with the proven/regular sources.
33.2.	Performance Parameter Criteria for Trial Bidders: Material supply as per specification as mentioned in NIT in lab testing (as mentioned in material acceptance) along with the performance criteria (if any) mentioned in section-1 will be the performance parameter. In case separate performance criteria are not specifically mentioned in section-1, then GRN

	<p>will be considered as the performance certificate.</p> <p>In case, trial party performance is not satisfactory, the Security Deposit of the trial source shall be encashed.</p> <p>One opportunity for trial party will be given to participate as trial party in any subsequent tender for this item.</p> <p>In case trial party's performance is not satisfactory in two consecutive orders, the party's offer in any subsequent tender will not be considered and offer will be rejected on the ground of poor performance.</p>
34.	<p>Integrity Pact (IP): Applicability indicated in the "SALIENT FEATURES" at Section-1</p> <p>a) The Bidder(s) is required to enter into an "Integrity Pact" with the Principal i.e. SAIL. The Integrity Pact is to be signed by the Proprietor/ Owner/ Partner/ Director or by their duly Authorised signatory. In case of failure to return the Integrity Pact along with the Offer/ Bid (Bid-2), duly signed by the authority as mentioned above, will disqualify the Tenderers. .</p> <p>b) The Bidder(s), if feel aggrieved, may raise complaints/ pass on information, if any, to the Competent Authority/ Operating Authority of the Tender/ Contract or to the Chief Vigilance Officer (CVO), SAIL, Ispat Bhawan, Lodi Road, New Delhi.</p> <p>c) For effective implementation of Integrity Pact, Independent External Monitors (IEMs) have been appointed. Name of IEMs have been mentioned at Section-1. Any Bidder / Contractor, if aggrieved with the tendering process may also approach the IEMs directly at their email address provided in NIT or through IP Secretariat (e-mail:sail.ip.secretariat@sail.in; sail.ip.secretariat@gmail.com), 16th Floor, Scope Minar, Laxmi Nagar, District Centre, Delhi –110092.</p> <p>d. For any clarifications Tenderers may please contact the Contact person, SRU. Contact details are mentioned at Section-1.</p> <p>e. Non-signing of the Integrity Pact will disqualify the offer/ bid. However, bidders may be given an opportunity to sign the Integrity Pact before rejection of the bid</p>
35.	<p>DISPUTE RESOLUTION:</p> <p>1. SETTLEMENT OF DISPUTES</p> <p>Any disputes, differences, whatsoever, arising between the parties out of or relating to the Construction, Meaning, Scope, Operation or Effect of this Contract shall be settled between the Employer/Buyer and the Contractor amicably. If however, the Employer/Buyer and the Contractor are not able to resolve their disputes / differences amicably as aforesaid, the said disputes / differences shall be settled by Mediation, failing which, through Arbitration. Mediation shall be resorted to prior to invoking Arbitration. The Arbitration Clause is to be invoked by the parties to the Contract only on failure of Mediation proceedings to settle the disputes.</p> <p>1.1 Mediation:</p> <p>a) If disputes / differences could not be resolved amicably between Employer and Contractor/Supplier, then party seeking mediation, shall, in writing, request the Employer/Buyer for appointment of Mediator.</p> <p>b) Upon receipt of request for appointment of Mediator, the official of Employer/Buyer exercising the power of Executive Director, SRU (whatever designation he may be holding) shall notify to the Contractor, five names of Mediators from the panel/list of Mediators maintained by Mediation Centre (by whatever name called) of the District Court having territorial jurisdiction over the matter of mediation and if such list is not maintained by the aforesaid Mediation Center then from the list of Mediators maintained by Mediation Center (by whatever name called) of High Court having jurisdiction over the aforesaid Court of territorial jurisdiction. The contractor shall have to nominate one out of five names as Mediator within thirty days of receipt of names, who will then be appointed as Sole Mediator by the official of Employer/Buyer exercising the power of Executive Director, SRU. If Contractor fails to nominate a name amongst the given five names</p>

	<p>within a period of thirty days, then the official of Employer/Buyer exercising the power of Executive Director, SRU shall appoint Sole Mediator from the given list of five names of proposed Mediators.”</p> <p>c) Cost of mediation including the fees of the mediator shall be borne equally by the parties.</p> <p>d) Mediator fees shall be as fixed by the aforesaid Mediation Centre(s).</p> <p>e) Mediation proceedings will be conducted at Tender floating unit / Contracting agency as per section 1 of the NIT and will be governed by laws of India.</p> <p>f) Court(s) [District] at Tender floating unit / Contracting agency as per section 1 of the NIT shall have territorial jurisdiction over the matter of mediation.</p> <p>1.2 Arbitration</p> <p>a) For Domestic Contracts(where Contractor is an Indian Party):</p> <p>In the event of any dispute arising out of or in connection with the Contract in question, which has not been resolved through Mediation in accordance with the procedure laid down in Clause above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The procedure for appointment of the Arbitral Tribunal shall be as follows:-</p> <p>i) In cases where the total value of the Contract is less than or upto INR 1, 00, 00,000/- (Indian Rupees One Crore only) the same shall be referred to a Sole Arbitrator whose name shall be mutually agreed between the parties. The appointment of Sole Arbitrator shall be made by official of Employer/Buyer exercising the power of Executive Director, SRU (whatever designation he may be holding).</p> <p>ii) Where the total value of the Contract exceeds INR 1,00,00,000/- (Indian Rupees One Crore only), the Arbitration proceedings shall be governed either by the Rules of “SCOPE Forum of Conciliation and Arbitration” (SFCA), Delhi or “Indian Council of Arbitration” (ICA), Delhi. The seat and venue of Arbitration shall be respective Plant/Unit (to which the dispute pertains). The court of the competent jurisdiction where the Plant/Unit is located (with exclusion of all other Courts) shall have exclusive jurisdiction over all matters of dispute/ arbitration.</p> <p>iii) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.</p> <p>iv) The cost of the Arbitration shall be equally borne by both the Parties.</p> <p>v) The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.</p> <p>vi) The Contract shall be interpreted and governed in all respects in accordance with the laws of India.</p> <p>vii) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.</p> <p>If the Supplier/Contractor is MSME registered party, then Arbitration shall be held as per the provisions of the MSME Act if the MSME firm does not choose to abide by the process given herein above.</p> <p>b) International Contracts (where contractor/Service Provider is a foreign party):</p> <p>i) For such Contracts, where the dispute has not been resolved through Mediation, the aggrieved Party may invoke Arbitration as per the procedure laid down in rules of</p>
--	--

	<p>International Chamber of Commerce (ICC) and the rules of ICC shall apply in relation to such Arbitration.</p> <p>ii) The seat and venue of such Arbitrations shall be New Delhi and the Arbitration shall be governed by the Laws of India. The language of the Arbitration shall be English.</p> <p>iii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. The Courts at New Delhi shall have the exclusive jurisdiction in relation to disputes arising out of such Contracts.</p> <p>1.3 Settlement of Disputes other than taxation between SAIL and another Central Public Sector Enterprise (CPSE) or SAIL and Govt Department(s)/Organization(s) including State Government shall be as per the prevailing guidelines of Government of India.</p> <p>In event of any dispute or difference in interpretation and application of the provisions of commercial contract(s) between CPSE/ Port trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs& Excise Departments), such disputes or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-fts-10937 dated 14th December 2022 or such modifications as are issued from time to time. Decision of AMRCD on the said dispute will be binding on both the parties.”</p> <p>1.4 Continuance of the Contract:</p> <p>Work/ Services under the contract shall be continued by the contractor/supplier under the contract pending Mediation /Arbitration proceedings and recourse to Mediation/Arbitration shall not be bar to conditions contained herein.</p>
36.	<p>Force Majeure Clause: If in the event either or both the parties to the contract is/ are prevented from discharging its/ their obligation(s) under the Contract by reason of one or more of the events such as arrest(s), restrain(s) by Government or people, blockade(s), revolution, insurrection(s), mobilisation(s), strike(s), lockout(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay/ constraints occasioned by one or more of the aforesaid Force Majeure conditions.</p> <p>On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such concurrence(s) within 10 days of occurrence(s) stating therein (i) the date of occurrence(s) of Force Majeure disability, ii) the nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned State certifying the fact of the Force Majeure condition during the relevant period.</p> <p>In the event of the Supplier invoking the Force Majeure condition(s), the Purchaser shall have the option to cancel the contract for reasons of any or all of the Force Majeure condition notified by the Supplier without being liable to pay any compensation whatsoever to the Supplier</p>
37.	<p>Legal Jurisdiction: All suits and legal proceedings by or against SAIL, SRU in any matter arising out of the tender shall be TRIABLE only by the appropriate civil court at Bokaro</p>
38.	<p>Governing Law: The contract shall in all respects be governed and interpreted according to the governing Laws of Republic of India. In case of any legal dispute, jurisdiction shall be the district court of Bokaro Steel City.</p>
39.	<p>Deductions from Contract Price: All costs/ charges/ damages or expenses which the Purchaser may have paid, for which under the Contract, the Supplier is liable, may be deducted by the Purchaser from any money due or becoming due to him under the contract or may be recovered by action of law or otherwise from the Supplier. The buyer shall provide details of such deductions with supporting</p>

	documents/evidence to the seller.
40.	<p>Exceptions to NIT/ Tender Document: SAIL, SRU in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:</p> <p>a) To accept or reject the lowest offer or any other tender or all the tenders</p> <p>b) To accept any tender in full or in part.</p> <p>c) To apportion the total quantity amongst different Tenderers.</p> <p>To allow purchase preference to the PSUs and Joint venture with PSUs as per the relevant prevailing guidelines of the Government of India.</p>
41.	<p>LIQUIDATED DAMAGES & DELIVERY :</p> <p>I. Timely delivery is the essence of the contract.</p> <p>II. In event of supply not being effected within the contractual delivery schedule liquidated damages @0.25%, not by way of penalty, of the value of the materials without taxes, duties & freight, per week of delay or part thereof, subject to maximum of 5%, is recoverable from the supplier without prejudice to the rights of Purchaser to procure the balance material at the risk and cost of the supplier. The payment or deduction of such damages shall not relieve the Supplier from the contractual obligations to complete the supply or balance portion thereof in time as stipulated in the Contract.</p> <p>NB:-</p> <p>[i] Liquidated damages to be levied shall be calculated on the Base Price on which order is placed taking into consideration price variation wherever applicable. LD shall not be applicable on taxes and duties.</p> <p>[ii] GST on Liquidated Damages (LD), as applicable as per the extant rules, shall be to the account of the Supplier and shall be recovered from payments due to the Supplier.</p> <p>[iii] The payment of bonus / deduction of penalties shall also be calculated on Ex- Works / FOB price taking into consideration price variation wherever applicable.</p> <p>III. if the party fails to deliver the material in quality and quantity as per schedule, the buyer (SAIL-SRU) reserves the right to either divert the unsupplied quantity to other suppliers/ bidders or procure from alternate source at risk and cost of the defaulted supplier</p> <p>IV. In the event of failure to supply the goods, or part thereof, within the contracted delivery period, SAIL/SRU reserves the right to cancel the contract, or part thereof, and if so desired, to purchase the <i>balance quantity</i> of goods from alternate source at the risk and cost of the defaulting supplier <i>and recover the difference in the event of extra expenditure by SAIL/SRU.</i></p> <p>V. It should be noted that if order is placed on a higher price in preference to lowest acceptable offer in consideration of earlier delivery, the defaulting supplier will be liable to pay SAIL / SRU the difference between the contracted price and lowest acceptable price in case of failure to complete supply in terms of such contract within the date of delivery specifically incorporated in the order without prejudice to the right of SAIL/SRU to claim and recover from the defaulting party the risk purchase difference.</p> <p>The above conditions are however without prejudice to our other rights under the terms of the contract.</p>
42.	<p>RISK PURCHASE: In case the Supplier fails to supply (partially or fully) as per allocation/ delivery schedule, the SRU Plants/ Units shall be entitled at their option to purchase elsewhere on account and at risk and cost of Supplier, the items not delivered. Moreover the defaulting Supplier shall have no claim over the allocated quantity, which the Supplier failed to supply</p> <p>In case of Risk Purchase Action Claim is pending against a Bidder and the Bidder participates against any fresh tenders, such offers shall be considered subject to Bidder reimburse the entire amount on account of Risk Purchase Action to SRU prior to or on Initial Tender opening date.</p>
43.	<p>Rescinding of Contract: The Purchaser reserves the right to suspend/ cancel/ short close the order, if the Supplier's performance is consistently poor</p>

44.	Purchase preference to Make in India Suppliers, MSEs/ Local MSEs/ Ancillary Units/ Startups:
44.1.	<p>Any purchase preference to MSEs/ Local MSEs/ Ancillary Units/ PSUs/ Government Organisations/ Startups as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) shall be based on the extant guidelines issued by Government of India. Additionally, "Minimum Local Content (LC)" as described in the Public Procurement (Preference to Make in India) Order 2017 (As revised on 16th September 2020) and subsequent amendments, if any, shall be applicable.</p> <p>The tenderer who is registered as Micro/small/Medium Enterprises with prescribed authority under Micro, Small and Medium Enterprises Development Act-2006 are required to submit a valid self-attested copy of Entrepreneurs Memorandum (Part-II)/ Udyog Aadhaar Registration Certificate or equivalent along with the Techno-commercial bid. Tenderer, should ensure that the category of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.</p> <p>Such document should be authenticated by the concerned DIC / MSME Development Institute (DI). Plants / units reserve the right to carry out physical verification.</p> <p>In case such details are not provided, it will be presumed that the enterprise is not a Micro, Small and Medium Enterprise as per the provision of the above Act and consequently they are not eligible to the benefits admissible under the Act.</p> <p>To avail the benefits, the Manufacturers are to fill up the relevant declaration form as per the "Annexure - Declaration & Undertaking by Micro & Small Scale Enterprises" along with the Tender Documents in the techno-commercial bid.</p>
44.2.	<p>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 modified dt 28.05.2018, 29.05.2019 and 04.06.2020. Any subsequent modification / guidelines issued further from time to time shall also be applicable including withdrawal of this order by Government of India.</p> <p>Bidders shall provide self certificate / certificate as per "Annexure- Make in India Certification Format" from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies), indicating whether they are class-I local supplier / class-II local supplier and the offered items meet the local content requirement of the same. They shall also indicate percentage of local content for the item and give details of the locations at which the local value addition is made.</p>
45.	<p>Restriction on procurement from a bidder of a country which shares a land border with India.</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose <i>beneficial owner</i> is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>IV. The beneficial owner for the purpose of (iii) above will be as under:</p>

	<p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—</p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>"Annexure- Certificate of Conformance" to be taken with the techno commercial bid</p> <p>a) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and am eligible to be considered."</p> <p>b) If subcontracting is applicable, certificate content will be as under: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and am eligible to be considered."</p> <p>c) In case bidder is registered for this purpose, evidence of valid registration by the competent authority should be attached.</p>
46.	<p>Other Terms and Conditions:</p> <p>1. Rate shall be in the accounting unit as given in the enquiry. Rates on FOR SRU Plants (for road) shall be preferred. However, in all cases, breakup of prices detailing basic price, packing charges, forwarding charges, duties, taxes, levies, freight, insurance etc. must be clearly indicated both in rates applicable and rupee value.</p> <p>Unless otherwise specified, prices will be assumed to be on Firm price basis</p> <ul style="list-style-type: none"> - FOR/DDP SRU Plant-Stores at respective locations (SRU-Bhilai, IFICO, Ranchi Road, Bhandaridah) - Inclusive of all <i>packaging charges, forwarding charges, duties, taxes, levies, freight,</i>

insurance etc.

For offers other than FOR/DDP SRU Plant Stores where forwarding charge / freight / insurance etc. are not specifically mentioned, for the purpose of tender evaluation, loading will be as per IPSS: 3- 01-002-01 and existing guidelines.

2. Price Variation – Offers with firm price will be preferred. However, In cases where the tender is floated with a price variation clause applicable, prices are to quoted in line with the terms of the NIT based on the base price of the components on corresponding base date.

In case order is placed, price variation shall be applicable only within the contractual delivery period.

Price variation, if indicated in the Purchase Order /Contract will be applicable for the quantity supplied /work performed within the scheduled period ofPurchase Order / Contract. For supplies made / work executed during the extended delivery period(beyond actual/prevaling delivery schedule), the rates as prevailing on the last day of the scheduled delivery / contract period only may be paid. De-escalations /reductions, if any, which takes place, shall have to be passed on to SAIL.

Liquidated damages to be levied shall be calculated on the Base Price on which order is placed taking into consideration price variation wherever applicable.

3. Taxes, Duties & Levies (Goods & Service tax, Sales tax, Excise duty, Countervailing duty, Education Cess, Service Tax etc.) shall be clearly mentioned in your offer. In case these are not mentioned it shall be presumed that quoted rate is inclusive of all taxes, duties & levies. In case of above or where specific rates are not clearly mentioned, for the purpose of tender evaluation, the maximum rate as applicable, shall be loaded.

Tenderers must clearly indicate the applicability of concessional rates of sales tax. Tenderers must also mention their GST Registration number, PAN number in the offer.

In case order is placed, changes by statutory body causing variation in or fresh imposition of taxes/duties/levies shall be applicable only within the contractual delivery period. Increase in or imposition of fresh taxes/duties/levies, if imposed beyond delivery period, shall be to supplier's account.

4. Criteria for tender evaluation: Tender Evaluation shall be done as per IPSS 3-01-002-01 and existing guidelines (details may be obtained from office of undersigned). Following factors shall be considered for evaluation of price bids in offer & for the purpose of ranking:

Indigenous Offers :

a. Basic price	b. Price variation factor	c. Discount	d. Packing Charges
e. Forwarding Charges	f. GST	g. Cess	h. Taxes
i. Payment Cost	j. Other Charges	k. Freight	l. Insurance
m. LC bank charges			

Import Offers :

a. Basic price (Ex-Works/FOB/CFR)	b. Discount	c. Handling & Loading	d. FOB Charges
e. Marine Freight	f. Marine Insurance	g. Duties & Taxes	h. Other Charges
i. Port Charge	j. Inland Freight	k. Inland Insurance	l. LC / Bank charges
m. Payment Cost			

In case of import offers exchange rate as on due date of price bid opening for quoted currency shall be taken. In case no exchange rate is available for the due-date previous (next) available date shall be taken. Where actual rates, for any factor is not available, notional rates shall be considered for the purpose of evaluation.

5. Once the price bids are opened, tenderers shall not be allowed to revise their price upwards and/or withdraw their offer for any reason whatsoever. For purpose of tender evaluation price as

	<p>quoted shall be considered. <i>Any downward revision, after opening of price bid, shall be considered as voluntary discount and shall not be considered for ranking.</i></p> <p>6. Specification & Technical details as given in the enquiry shall be clearly confirmed in the offer. In case any deviation is proposed, it shall be clearly highlighted. All other information required (technical literature, leaflet, price list etc.) should be furnished. However, the decision of the company regarding the acceptability of the deviation shall be final.</p> <p>7. Sample, where required for examination & test, shall be supplied by the tenderer free of cost along with the offer or as specified in the enquiry. Where the sample is to be returned, the fact must be clearly mentioned in the offer and the unexpended portion of the sample shall be collected by the tenderer from this office within 3 (three) months from the date of receipt of sample at SAIL/SRU Plants or within 15 (fifteen) days from date of receipt of intimation by the tenderer for collection of the sample, failing which the sample will be disposed off without further notice and without any repercussion on SAIL/SRU.</p> <p>8. Payment to indigenous vendors will be made within 30 days of receipt of materials/spares against Goods Receipt Note (GRN). The loading/reduction factor for payment terms other than our standard payment term (as mentioned above) will be applied on <i>landed cost net of Credit in case of indigenous offers and on CFR price in case of imports for the purpose of tender evaluation</i>. The loading factor will be based on the interest for number of days by which the payment is required earlier as compared to our standard payment term and the rate of interest shall be taken as SAIL borrowing rate plus 4%. The reduction factor will be based on number of days of extended credit as compared to our standard payment term and the rate of interest will be taken as SAIL borrowing rate.</p> <p>9. Goods despatched either by VPP or by documents presented through bank will not be accepted unless previously so arranged with the company.</p> <p>10. The Company reserves the right to itself to accept the lowest or any other higher tender either wholly or in part without assigning any reason and also to place order on more than one supplier for the tendered quantity on the basis of L-1 quotation.</p> <p>If required, negotiations will be held with L-1 tenderer. <i>However, tenderers may be required to explain / justify their quoted prices as and when asked for, failing which they may not be considered for participating in the retendering if order is not finalized from the present tender.</i></p> <p>In case of order distribution on more than one source the quantity distribution will be in the descending order as per the <i>original</i> price ranking of the tenderers.</p> <p>11. Responsibility for packing and preservation : The supplier is responsible for the stores being sufficiently and properly packed for transportation and also for suitable preservation to avoid deterioration during transit and also storage at SRU Plant - Stores. Indication for validity of such preservation should be clearly mentioned so as to enable SAIL / SRU to make arrangements for re-conservation thereafter. Validity for such preservation should not be less than a year unless otherwise advised taking into account the nature of the goods. Please indicate your standard packing norms / details in the offer.</p> <p>12. In case of medicines, chemicals and other items having limited shelf life, the left over shelf-life of each item at the time of delivery should be at least 80%.</p> <p>13. Telegraphic/Fax/e-mail quotations shall be <i>entertained and</i> considered only in case of imports, if mentioned in NIT and not in case of indigenous quotations.</p> <p>14. For tenders with physical bids, Tenderers, who so choose, can be present at the time of tender opening.</p> <p>15. Bank details mentioning account number, bank name, city, branch name and branch code should be mentioned in the offer <i>to facilitate payment</i>.</p>
47.	PAYING AUTHORITY & CONSIGNEE:

	For Indigenous Sources:-				
	Plant	SRU- Bhilai	SRU- Bhandaridah	SRU-IFICO	SRU- Ranchi Road
	Paying Authority	Head of Finance or his authorized representative	Head of Finance or his authorized representative	Head of Finance or his authorized representative	Head of Finance or his authorized representative
	Consignee	Head of MM	Head of MM	Head of MM	Head of MM
	Address	SAIL Refractory Unit – BHILAI Marauda, P.O.: Civic Centre, Bhilai - 490006, Distt.-Durg Chhattisgarh	SAIL Refractory Unit – Bhandaridah P.O. Bhandaridah, Bhandaridah– 829132, Distt.- Bokaro, Jharkand	SAIL Refractory Unit – IFICO P.O. Marar, Ramgarh – 829117, Distt.-Ramgarh, Jharkand	SAIL Refractory Unit – Ranchi Road P.O. Marar, Ranchi Road – 829117, Distt.- Ramgarh, Jharkand
	For Foreign Sources:-				
	Paying Authority	Head of Finance, SRU-Bokaro			
	Address	SAIL Refractory Unit, Indira Gandhi Marg, Sector-4, Bokaro Steel City, Jharkhand-827004			
48.	Responsibility : As far as possible the role and responsibility for SRU shall be clearly defined by indicating the designation and department of the concerned official. However, if the responsibility is defined in the name of SRU-Plant or name of department of SRU plant, the responsibility shall lie with the Head of the Concerned Plant.				
49.	TENDER shall be accepted in English language only. In case of submission of STATUTORY DOCUMENTS in local language a self-certified translated copy of these documents shall be submitted and for the purpose of this tender only this self-certified translated copy shall be considered. Any document in local language NOT accompanied by such self-certified translated copy shall be ignored and the tenderer shall have be deemed to have NOT submitted the said document. Offer submitted by the tenderer and all correspondence and documents relating to the offer exchanged between the tenderer and SAIL 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.				
50.	In case of final acceptance offer and placement of Purchase order / Contract Conditions laid down by you, if any, but not included in the CONTRACT shall be deemed to have NOT been accepted and only those mentioned in the contract and balance as per RFQ shall apply. The order shall be governed by the General Conditions of Contract (SAIL P-1), except to the extent modified by the contract.				
51.	The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org . It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of: i) Seismic zone (II to V) for earthquakes, ii) Wind velocity (Basic Wind Velocity: 55, 50,47,44,39 & 33 m/s) iii) Area liable to floods and Probable max. surge height iv) Thunderstorms history				

	v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region vi) Landslides incidences with Annual rainfall normal vii) District wise Probable Max. Precipitation
52.	<p>Banning of Business Dealings with SAIL</p> <p>SAIL – SRU reserves the right for Banning of Business Dealings with SAIL based on the following Grounds.</p> <ol style="list-style-type: none"> 1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants; 2. If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or SAIL, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to SAIL; 3. If there is strong justification for believing that the Directors. Proprietors. Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to SAIL; 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; 5. If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to SAIL; 6. If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise 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 known to SAIL; 7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents; 8. 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; 9. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations/delayed the tendering process; 10. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by (SAIL) or not; 11. 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; 12. Established litigant nature of the Agency to derive undue benefit; 13. Continued poor performance of the Agency in several contracts; 14. 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. 15. If the Agency resorts to unauthorized sale of materials purchased from the Company. 16. If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with SAIL. <p>(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).</p> <p>No experience certificate shall be issued by Engineer in Charge/Executing Authority against the contract to the Agency found to have submitted forged/ fabricated documents/indulged in corrupt/fraudulent practices.</p> <p>For complete Guidelines of Banning of Business Dealing issued by CMMG-Delhi, Kindly refer SAIL Tenders website (https://sailtenders.co.in/).</p>