



सेल SAIL

RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024 due on 03/05/2024

सेल SAIL

STEEL AUTHORITY OF INDIA LIMITED**(A Government of India Enterprise)****IISCO STEEL PLANT****MATERIALS MANAGEMENT DEPARTMENT****BURNPUR – 713325 DISTT: PASCHIM BURDWAN, WEST BENGAL****Phone 03412240525****Centralised Procurement Of Graphite Electrodes through Global Tender for SAIL Plants****RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024**

Cost of each Tender Document	The tender document can be down loaded free of cost from SAIL's website www.sailtenders.co.in
Date of commencement of downloading of Tender Documents	13/04/2024
Date of closure of downloading of Tender Documents	02/05/2024, 23.00 hrs (IST)
<ul style="list-style-type: none">- Part-1, EMD/Bid bond/BSD- Part-2, Techno-commercial bid and Integrity Pact, both in separate envelope in a single envelope.- Part-3, Price Bid submission acknowledgement <p>To be submitted at Tender Opening Box In the office of CGM (MM), Materials Management building, SAIL ISP, Burnpur, Asansol, West Bengal, India- 713325</p>	Due Date & Time of submission Before 15.00 hrs (IST) on 03/05/2024
Online sealed Price Bid to be submitted on MJ's Platform at https://auction.buyjunction.in	Due Date & Time of submission Before 15.00 hrs (IST) on 03/05/2024
Due date of opening of EMD Bid & Techno-commercial bid with Integrity pact	15.30 hrs (IST) on 03/05/2024
Note-1: In case of non-Submission of any one of the 3 bids as mentioned in above table, offer will be treated as an incomplete offer and hence such offer(s) will not be considered. IST = GMT +5.30 Hrs	
Note-2: System generated acknowledgement-slip for Online submission of sealed price bid to be submitted along with the hard copy of TCB as per detailed instruction in Part II of RFQ. Accordingly price to be submitted on line to take care of due date and time of submission of Techno commercial offer.	

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STEEL AUTHORITY OF INDIA LIMITED
IISCO STEEL PLANT, PURCHASE DEPARTMENT

TENDER OVERVIEW

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.

As a Central Procurement Agency, SAIL/IISCO Steel Plant had issued Global tender dated 29/06/23 for procurement of one year requirement of Graphite Electrode with provision for price discovery on six monthly basis. Order for 1st six month requirements were finalized and this supplementary tender is for procurement of 2nd six month requirement whereby SAIL intends to procure a tentative six month requirement of 4486 (Four Thousand Four Hundred Eighty Six) Metric Tonne of Graphite Electrodes covering requirements of various SAIL Plants, Units. Total requirement has been divided in three different Grade wise Markets and vendors shall be free to quote in any /all the markets.

The tender document (Request for Quote-RFQ) is available on SAIL’s website www.sailtenders.co.in and can be downloaded free of cost.

The technical specification, total tentative requirement for SAIL Plants/units, methodology to participate in tender and evaluation process, Terms & conditions etc. are given in the RFQ. The Price discovery shall be done either through Reverse Auction or by opening Price bids with decrement submitted in MJ’s portal , at the discretion of SAIL.

The tender quantities are tentative requirement and it is based on the projections of Steel production, inventory levels and usage. Hence, Plant wise requirement represent our current estimates only and may be revised prior to the Price discovery / final order placement

Earnest money deposit (EMD): EMD Bid as per instruction given in the RFQ is to be submitted. If vendor claims exemption to submit EMD, the necessary documents duly self-attested and valid on the date of submission of offer, in support of their claim for exemption must be submitted.

Integrity pact submission: The Integrity Pact (Annexure-IV 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 MAY DISQUALIFY THE OFFER/ BID.

Kindly read carefully the RFQ and submit your Quotation in line with our requirement indicated in the RFQ. Offers, received without duly signed Integrity Pact, Techno Commercial Bid, Documents, Certificate, Information etc. which are required to be submitted as per instructions and term & condition mentioned in the RFQ, but 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.

(Manoj Kumar)
Sr Mgr (MM), ISP

PART- II

INSTRUCTIONS TO BIDDERS

Bidders are requested to read carefully the instructions contained in the RFQ and submit their offer in line with the requirement indicated.

Clause			
1	Bid Submission	- EMD Bid, Integrity Pact document and Techno-commercial bid shall be submitted in hard copy.	
		- Price-bids shall be submitted online directly to the service provider of SAIL viz. mjunction through URL: http://www.buyjunction.in	
		Tender to be submitted at	The Tender Box at: In the office of CGM (MM), Materials Management building, SAIL- ISP, Burnpur, Asansol, West Bengal, India-713325.
		Tender sent by Post/ Courier to be addressed to	MANOJ KUMAR, SM (MM), E&S Purchase, Materials Management Department, IISCO Steel Plant, Burnpur, West Bengal, India-713325. (Envelope containing quotation should be clearly superscribed with the RFQ reference no., due date of submission, due date of opening).
		Due date of submission of Tender (Techno Commercial bid, Integrity Pact)	Techno Commercial bid: On or before 30/04/2023, 15.00 Hrs (IST) Integrity Pact: On or before 30/04/2023, 15.00 Hrs (IST)
		Due date for opening of Tender (on line sealed Price Bid)	03/05/2024, 15.30 Hrs (IST)
	Validity of the Offer for order placement	Each Bidder shall keep his techno commercial offer firm and valid for three month from date of opening of offer and price bids valid for 60 (sixty) days from the date of price-discovery through Reverse Auction/ opening of online sealed price bid (through offline negotiation).	
1.1	Integrity Pact	1) The Bidder(s) / Contractor (s) is required to enter into an “Integrity Pact” with the principal i.e. SAIL. The Integrity Pact has to be signed by the Proprietor / Owner / Partner / Director or by their duly Authorized Signatory. In case of failure to return the Integrity Pact along with the offer / bid, duly signed by the authority as mentioned above, will disqualify the offer/bid.	
		2) Non-signing of the Integrity Pact will disqualify the offer/ bid.	
		3) For effective implementation of Integrity Pact, Independent External Monitors (IEMs) have been appointed. Any bidder / contractor, if aggrieved with the tendering process may also approach the IEMs through IP Secretariat (e-mail: sail.ip.secretariat@sail.in), 16 th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 or may raise complaints / pass on information, if any, to the Competent Authority / Operating Authority of the Tender .	
		4) Presently the Independent External Monitors (IEMs) for Integrity Pact: <ul style="list-style-type: none"> i. Ms. Nirmal Kaur, IPS(Retd.) Ex-Chairman, Jharkhand Police Housing Corp. ii. Shri Kishore Kumar Sansi, Ex-MD & CEO, Vijaya Bank iii. Shri Javed Ahmad, IPS (Retd.), Ex-DG, Fire Services, UP 	
2	Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Steel Authority of India Ltd., hereinafter referred to as "The	



		Purchaser," will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.
3	No. of Sources	<p>SAIL reserves the right to engage more than one source for each market. However exact number of sources shall be intimated before price discovery. In this regard, RFQ quantity for any/all Market-Lots will be distributed as per existing Guidelines with SAIL. The order quantity so distributed would be rounded off by SAIL to the nearest multiple of Full Container Load (20T) in case of order on foreign firm.</p> <p>Quantity distribution shall be for Market wise quantity as per SAIL policy. However, if quantity of any plant against any of three quality grade wise markets is less than or equal to 50 MT, the same may be ordered on one vendor as per discretion of SAIL-ISP</p>
4	Clarification of RFQ	A prospective Bidder requiring any clarification of the RFQ may notify the Purchaser in writing or by fax / email at the Purchaser's mailing address indicated in the RFQ. The Purchaser will respond in writing or by fax / email to any request for clarification of the RFQ which it receives <u>not later than five (5) days prior to the deadline</u> for the submission of bids prescribed by the Purchaser.
5	Amendment to RFQ	<p>1) 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.</p> <p>2) The amendment will be sent on the same e-mail address of the bidder on which RFQ was sent.</p>
<p>Note:</p> <p>1) <i>Bidders are therefore advised to check their e – mail at regular intervals.</i></p> <p>2) <i>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.</i></p>		
PREPARATION OF BIDS		
6	Language of Bid	The Bid prepared by the Bidder and all correspondence and documents relating to the bid, shall be in the English language. Any printed literature furnished by the Bidder in another language must be accompanied by a duly signed English translation and for purposes of interpretation of the bid, the English translation shall govern.
7	Documents comprising the Bid	<p>The bid prepared by the Bidder shall comprise of the following three parts in a separate envelope and sealed i.e.</p> <ul style="list-style-type: none"> - Part-1, EMD/Bid bond/BSD - Part-2, Techno-commercial bid and Integrity Pact, both in separate envelope in a single envelope. - Part-3, Price Bid submission acknowledgement <p>All three Parts should be separately put in separate envelopes and all three sealed envelopes should be put in one bigger envelop super scribing tender number and due date etc.</p>
7.1	<p>Part-1: EMD / Bid Bond /BSD (To be submitted in physical form):</p> <p>The Tenderer shall submit the EMD / Bid Bond / BSD [either in physical format (Bid Bond / BG / Demand Draft etc.) or proof of transaction [if submitted in electronic format (NEFT / RTGS etc.)] in line with the instructions of the RFQ. The EMD/Bid Bond/BSD or the valid document(s) for EMD exemption should be put in a separate envelope and sealed, clearly super scribing, Tender No., Earnest Money Deposit (EMD)/Bid Bond/BSD, due date of Submission, due date of opening and the Name & Address of the Tenderer.</p> <p>If Exemption from submission of EMD is claimed, the proper required self-attested documents must be submitted.</p>	

Note: If EMD/Bid bond as per Annexure-V-A or Exemption documents etc./BSD submitted by vendor are not found in order, the offer shall not be considered.

Bid Securing Declaration (BSD):

Instead of EMD, indigenous vendor has to submit scanned copy of signed & stamped Bid Securing Declaration as per format placed at Annexure-V.

Earnest Money Deposit Bid (EMD) / Bid Bond

Each Bid should be accompanied by Earnest Money Deposit (EMD) / Bid Bond in the form of a Bank Guarantee as per proforma attached with this Bidding Document, for an amount as under Group wise considering the note mentioned below the table:

Sl. No.	Grade	Quantity	Category	EMD Amt. in INR
1	REGULAR POWER (RP) GRADE	456 MT	Category 1	10,00,000
2	HIGH POWER(UHP) GRADE	3040 MT	Category 2	35,00,000
3	ULTRA HIGH POWER(UHP) GRADE	955 MT	Category 3	20,00,000

Note:

i. For tenderers participating in any one or more of the categories of a Group, EMD as mentioned in above table needs to be submitted by tenderer.

e.g.-If a tenderer desires to submit offer for Graphite Electrode related to Category 1 and 2 only, EMD for Rs. 45,00,000 or equivalent amount in Foreign exchange needs to be submitted by tenderer.

If a tenderer desires to submit offer for Graphite Electrode related to Category 1 and 3 only, EMD for Rs. 30,00,000 or equivalent amount in Foreign exchange needs to be submitted by tenderer.

If a tenderer desires to submit offer for Graphite Electrode related to Category 2 and 3 only, EMD for Rs. 55,00,000 or equivalent amount in Foreign exchange needs to be submitted by tenderer.

ii. For tenderers participating in all the categories (Category 1 to 3), EMD for Rs. 65,00,000 or equivalent amount in Foreign exchange needs to be submitted by tenderer.

iii. In case, the EMD is submitted in the form of Bank Guarantee, then tenderer should ensure that Bank Guarantee is submitted by the issuing bank directly to GM (MM), IISCO Steel Plant, Burnpur (W.B) India 713325 by Registered Post or Courier. A copy of the BG shall be submitted inside the sealed cover meant for EMD bid. In exceptional cases, original BG can be submitted in a sealed cover by the tenderer. In this case the issuing bank should send an unstamped duplicated copy of the bank guarantee directly to IISCO with a covering letter by Registered Post or Courier addressed to GM (MM), IISCO Steel Plant, Burnpur (W.B) India 713325.

The Bid Bond should be established in favor of Steel Authority of India Ltd, IISCO Steel Plant either through any nationalized Indian Bank or through a Branch of any Overseas Bank operating under rules of Reserve Bank of India.

OR

In the form of Demand draft / Pay order / Banker's Cheque for amount as given above drawn in favor of SAIL/IISCO Steel Plant, issued by any Scheduled Bank except Co-operative and Gramin Banks with the duly filled & signed, shall be accepted, provided it is payable at any RBI's Scheduled Commercial bank at Burnpur, WB .

EMD/Bid bond should be initially valid till six months from tender opening date.

Earnest Money can also be deposited in the form of TT Remittance / online transfer-NEFT, RTGS, (A/c no. 10981831604, State Bank of India, Burnpur Branch, SWIFT CODE-SBININBB640, IFSC Code-SBIN0000049). The proof of such transfer / transaction to be submitted with the offer in the envelope titled Earnest Money Deposit.

Tenderer are also to note that:

(a) After price discovery, an unsuccessful Bidder's original Earnest Money Deposit will be returned to the Bidder.

(b) After price discovery, the successful Bidder's original Earnest Money Deposit will be returned

	<p>after placement of order and submission of requisite Security Deposit Bank Guarantee (SDBG).</p> <p>(c) The EMD shall be forfeited in the following event:</p> <ol style="list-style-type: none"> i. A Tenderer withdraws or modifies its Bid unilaterally after deadline of submission of bid or during the period of Bid validity specified by the Bidder. ii. Fails to submit the break-up of cost and freight, distinctly and invariably after the Reverse Auction (RA) as per request. iii. In the case of a successful bidder, if the bidder fails to accept/honour the Notification of Award/ Letter of Acceptance (LOA) in accordance or to furnish Security Deposit/ Bank guarantee in accordance with Tender terms. iv. In case a successful overseas bidder fails to sign the contract and to furnish Performance Guarantee Bond as per RFQ terms. v. 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. <p>Equivalent amount of EMD shall be recovered from EMD exempted vendors, for the reasons mentioned above, including from any available/due number of vendors in SAIL Plants/Units.</p> <p>(d) No interest shall be payable on EMD. Also, no request for adjustment of earlier dues, in place of EMD requirement shall be entertained.</p> <p>EMD in any other form shall be summarily rejected.</p> <p>(e) If EMD has been submitted and the decision on the tender is delayed by more than 30 Days from the last date of receiving the bids, the EMD shall be returned against submission of Bid Securing Declaration in a prescribed format as per company rules.</p>
7.2	<p>Part-2: Techno commercial Bid</p> <p>To comprise of Technical Bid Form, Commercial Bid Forms, Documents fulfilling eligibility criteria, Integrity Pact document.</p> <p>[vendors which were techno-commercially acceptable for one year requirement during 1st cycle tender finalization need not submit eligibility fulfilment document.]</p> <p>Technical Bid - As part of the technical bid, the suppliers are required to fill up from 1 (Included in Part IV) to confirm supply as per tender specification & quantities offered against the tender.</p> <p>Commercial Bid – As part of the commercial bid, suppliers are required to fill up Forms 2, 3, 4, 5, 6, 7 and 8 (included in Part IV) to indicate that they accept the terms and conditions as specified in this RFQ documents as well as applicable duties and tax rates.</p> <p>Integrity Pact enclosed with the RFQ to be signed and furnished along with techno commercial bid and online price bid confirmation-</p> <p>Integrity pact to be submitted as per instruction mentioned above at Instructions to Bidders part-ii, point-7.</p> <p>The techno-commercial bid should be placed in the separate envelop with the superscription - “Techno Commercial Bid for supply of Graphite Electrodes against SAIL RFQ no..... ..” All forms pertaining to the techno-commercial bid (i.e. Forms Nos. 1, 2, 3, 4, 5, 6, 7 and 8) are to be submitted on hard copy only (2 copies of each form).</p> <p><i>There shall be no indication of price in the techno-commercial bid. If prices are indicated there, such offers are liable to be rejected.</i></p>
7.3	<p>Part-3: Price Bid</p> <p>Printed Acknowledgement of online submission of Price bid on the Mjunction’s website. No indication of pricing whatsoever in price bid, failing which offer shall be rejected.</p> <p>Online price bid is to be submitted on the Mjunction’s website. https://auction.buyjunction.in</p> <p>The process of submission of Online Price bid is as detailed hereunder: Step 1: Login to https://auction.buyjunction.in</p>

		<p>Step 2: Existing users can login with their user id and password. For New users, the procedure to get your User Code and Password is given below. (mjunction will provide user Id & password through mail) Step 1: Changing of password on first login is compulsory. Step 2: On receipt of the User Code and Password you become an Existing User. Now follow the steps of existing user to login to the auction site. Existing Users 1. Log in with your existing user code and password for placing your bid. Bidding Procedure After logging in with your user id and password you have to accept the “Auction Terms”. Steps to accept the “Auction terms”: 1. Click on “Auction Terms”. 2. Then click on “View without DSC” 3. Click on the relevant auction terms appearing under “Term column”. 4. Select the check box on the left-side of the relevant auction terms. 5. Click on the button besides “Accept”. 6. Then click on “Submit”. 7. A message will be displayed to you mentioning your acceptance to terms for auction. 8. It is mandatory to accept the terms of online bidding in order to proceed for submission of bid. Steps to place your bid 1. Click on “Bids.” 2. Then click on “Live Auction.” Now the auction screen is visible. 3. Enter your rate in the “New Bid” box. Please refer to the Price Format given in the RFQ. 4. Select the check box at the extreme left of the bidding screen. 5. Click on “Submit” button placed at the bottom left of the screen. 6. Bid once placed will have to be honored. 7. You will see “Bid Accepted” in the “Result” column. This indicates that your bid is accepted and registered in the system. Steps to take a print-out of the receipt 1. Once you have placed your bid, to download Bid Receipt, kindly click on “Download”. 2. Then click on “Bid Receipt”. 3. Select the auction to generate receipt. 4. Take print out of the same market-wise/ item-wise and copy of this shall be attached with techno commercial offer. For any clarification on the bidding process please contact. 1. Mr. Keshab Mandal, Mob: +91-9163348296, email: keshab.mandal@mjunction.in 2. Mr. Abhishek Chakraborty, Mob: +91-9163348279, email: abhishek.chakraborty@mjunction.in</p>
<p>Note: The Online Sealed Price bid should be submitted latest by On or before 03/05/2023, 15.00 Hrs (IST)</p>		
8		<p><i>The Bidder shall submit his Bid complete in all respects along with online submission of the Price Bid and all details as desired in the RFQ, including quantity offered, complete specifications, etc.</i></p>
9	<p>Validity of the offer</p>	<p>a) Each Bidder shall keep his techno commercial offer firm and valid for three month from date of opening of offer and price bids valid for 60 (sixty) days from the date of price-discovery through Reverse Auction/ opening of online sealed price bid (through offline negotiation).</p> <p>b) In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing or by fax/email. A Bidder granting the request will not be required nor permitted to</p>



		modify its Bid.
10	Format for the Bid	<p>a) The Bidder shall prepare the bids in three parts as mentioned in Instruction to Bidders, Part II at point (7) above. Each page will be numbered consecutively, referring to the total number of pages comprising the entire bid, at the top right-hand corner of each page.</p> <p>b) Each page of the offer should be signed by the authorized officer(s) of the Bidder, as a token of acceptance of SAIL's terms and conditions</p> <p>c) Failure to furnish correct and detailed information as called for, may render the concerned Bid liable to rejection.</p>
11	Statement of Deviations	<p>a) The Purchaser solicits bids in conformity with the terms and conditions, without any deviations. However, if any Bidder is unable to accept any particular term or condition as incorporated in the RFQ, or proposes any deviation therefrom, the Bidder shall enclose along with his offer, a Statement of Deviations as per Form 7 given at Part IV of RFQ Documents clearly spelling out the deviations proposed.</p> <p>b) The Bidder shall submit his Bid confirming his acceptance to all the terms and conditions of the Bidding Documents, except for the deviations specifically proposed by him in his Bid. All the pages of this Bidding Document, duly signed by the Bidder, should be submitted along with the Bid, as a token of acceptance of SAIL's terms and conditions.</p>
12	Submission of Bids	<p>a) As detailed in point 7, Techno commercial Bid will be submitted in Hard copy along with a print-out of acknowledgement-slip regarding online submission of price-bid. Price Bid shall be submitted online directly to mjunction within due date of submission as indicated above.</p> <p>b) Each part of the offer together with its enclosures should be placed in separate envelopes which should bear, in block capital letters the superscription "OFFER IN RESPONSE TO RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd CYCLE opening on Date....." and should also bear superscription.</p> <p>PART 1: EMD / Bid Bond /BSD, PART 2: Techno-Commercial BID and Signed copy of Integrity pact in separate envelope. Both to be carried in a single big envelope. PART 3: Price Bid submission acknowledgement</p> <p>c) All three envelopes should be sealed separately and to be carried in a single big outer envelope.</p> <p>All envelopes referred to in Para as above should be placed in another envelope which should be addressed to the:</p> <p style="text-align: center;">Manoj Kumar, SM(MM) E&S Purchase, Materials Management Department IISCO Steel Plant, Burnpur, West Bengal, India-713325.</p> <p>and should bear, in Block Capital Letters, the superscription "OFFER IN RESPONSE TO RFQ NO. RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2ND CYCLE opening on Date....."</p> <p>The envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "Late Bids".</p> <p>c) If the outer envelope is not sealed and marked as required by Para as above, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.</p> <p>d) Copies of the Bid should not be sent to any other offices of SAIL.</p> <p>e) In case there is only one techno-commercially eligible offer, the</p>



		online submitted price-bid shall be opened and the case will be finalised offline as per RA Guidelines. In case there is more than one techno-commercially eligible offer , then SAIL reserves the right to open all the price bids of techno- commercially eligible bidders and finalise the case through online Reverse Auction (RA)/offline negotiation with L-1 bidder.
13		Bids must be received by the Purchaser at the address as specified above not later than 03/05/2024, 15:00 hrs (IST)
14	Deadline for Submission of Bids	<p>a) The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents, in which case, all the rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p> <p>b) Tenders shall be opened at 15.30 hrs on 03/05/2024, (IST) subject to meeting the criteria of receiving minimum number of offers for tender opening as per prevailing procedure of SAIL. The tenders shall be opened in presence of authorised representatives of such tenderers who might choose to be present at the time of opening. Signatures of authorized representatives of the firms present during tender opening shall be obtained. In case a person represents more than one tenderer while witnessing the tender opening, the same shall be recorded. No separate communication should be made with any person in SAIL in this regard.</p> <p>c) Any bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Para 14, will be considered "LATE" and returned unopened to the Bidder.</p>
15	Late Bids	The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids.
16	Modification and Withdrawal of Bids	<p>a) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Para 15 herein above. A withdrawal notice may also be sent by fax/email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.</p> <p>b) No Bid may be modified subsequent to the deadline for submission of Bids.</p> <p>c) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its EMD (if applicable) and debarment from future participation in SAIL tenders for 6 months.</p> <p>d) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its EMD (if applicable) and debarment from future participation in SAIL tenders for 6 months.</p>
17	Bid Opening and Evaluation	
17.1	Step 1	<ul style="list-style-type: none"> - Checking submission of EMD Bid - Checking and acceptance of Signed Integrity Pact as per specified in RFQ.
17.2	Step 2: Techno Commercial Evaluation	<p>The technical evaluation process will comprise the following steps –</p> <p>a) <i>The SAIL will study specifications submitted by each supplier and check for any deviation from RFQ specifications. In case of deviation, SAIL may ask for clarifications on the same. In case the clarifications are not acceptable to SAIL; the bid may not be accepted.</i></p>



		<p>b) SAIL will evaluate capacity and capabilities of technically acceptable suppliers. It will then specify the maximum quantity that can be allocated to each tenderer, in case any vendor caps themselves.</p> <p>The capacity capping as well number of sources to be engaged for order placement shall be finalised at the time of techno-commercial evaluation.</p>
	Technical Evaluation:	<p>As part of the commercial evaluation process, SAIL will check whether tenderers have agreed to the commercial terms specified in this RFQ. In case of non-agreement, clarifications may be sought from the tenderers. If the clarification is not found acceptable, the offer will be liable for rejection. Tenders received without acknowledgement of online submission of Price bid shall be rejected outright.</p> <p>c)</p>
	Commercial Evaluation	<p>As part of the commercial evaluation process, SAIL will check whether tenderers have agreed to the commercial terms specified in this RFQ. In case of non-agreement, clarifications may be sought from the tenderers. If the clarification is not found acceptable, the offer will be liable for rejection. Tenders received without acknowledgement of online submission of Price bid shall be rejected outright.</p>
17.3	Step 3: Price Determination:	
	<ul style="list-style-type: none"> • After the techno-commercial evaluation, a list of eligible suppliers will be made. • The price determination shall be done through Reverse Auction or on the basis of Online Sealed price bid at the discretion of SAIL-ISP. Reverse auction shall be conducted as per SAIL guideline SGRA 2022. • The price determination shall be done on Market wise basis. Vendors would be required to quote market wise price for each market. 	
18	Price Bid Evaluation :	
	<p>The price bid evaluation process comprises two key elements viz: deciding ranking i.e. L-1, L-2, L-3.... and order distribution accordingly.</p> <p>A. L 1 Determination :</p> <ol style="list-style-type: none"> i. L1 evaluation will be done market-wise on Landed Cost Net of Input Tax Credit (LCNITC) basis. ii. Where more than one Plant's requirement is specified in the RFQ document as forming a Market, bidder shall be required to quote one single price for respective market considering the specified quantity of each Plant's requirement that comprises a Market. Successful bidder shall be required to supply the required grade against the market to all Plants included in the market. iii. No change in prices in lieu of change in Tax & Duty Structure /GST SET OFF/ ETC shall be allowed after submission of offer. iv. The RBI reference rate ascertained from Reserve Bank of India on previous date of price bid opening shall be adopted for conversion of exchange rate for evaluation. Forward premium (if and as applicable) shall also be considered. v. The RBI exchange rate of the working day previous to conduct of RA for a market shall be the exchange rate for that market. vi. If L1 is finalized through on-line price bid for any market, the exchange rate of the previous working day shall be taken for that market. Hence, there may be different exchange rates for different market. vii. The basis of evaluation shall be LCNITC. Various factors such as port charges, inland freight, insurance taxes etc. shall be levied upon the CFR price to convert the same onto LCNITC. Suitable Loading for evaluation shall be done for quoted Payment terms of LC/CAD as compared to Standard payment terms of SAIL i.e. 30 days credit from acceptance of material. 	



	<p>viii. The appropriate loading factor shall be intimated to the techno-commercially acceptable firms prior to price discovery.</p> <p>B. Order Distribution:</p> <p>i. SAIL reserves the right to engage more than one source for each market. However exact number of sources shall be intimated before price discovery. In this regard, RFQ quantity for any/all Market-Lots will be distributed as per existing Guidelines with SAIL. The order quantity so distributed would be rounded off by SAIL to the nearest multiple of Full Container Load (20T) in case of order on foreign firm.</p> <p>ii. As the basis of evaluation will be Market-wise LCNITC price, L-1 bidder for each market shall be decided post price discovery.</p> <p>iii. if required, negotiations may be held with item wise L1 tenderer only</p> <p>iv. Price matching by other than L1 firms is to be done on L1 price/ negotiated L1 price as the case may be on LCNITC basis.</p> <p>v. Vendors matching the L1 price/ negotiated L1 price shall only be considered for order distribution.</p> <p>vi. If quantity of any plant against any of markets is less than or equal to 50 MT, the same may be ordered on one vendor as per discretion of SAIL-ISP, keeping overall order distribution against the market intact.</p>	
For individual market, Price submission and L-1 determination shall be as follows – :		
18.1	Domestic Suppliers	<ul style="list-style-type: none"> • Price submission and L-1 determination shall be on Market wise basis. Price should be quoted on F.O.R SAIL Plant basis, exclusive of taxes and duties (Ex works cost + packing and forwarding with Freight and Insurance on PAID basis upto respective SAIL Plants , Units). • Price to be quoted for each market as stated above, should be arrived considering the supplies to be made to all Plants included in the market. • The L-1 tenderers will be decided on the basis of the lowest for each market, on landed cost net of Input Tax Credit basis.
18.2	Overseas Suppliers	<ul style="list-style-type: none"> • Base price is defined as CFR discharge port price as such overseas supplies are required to quote CFR discharge port price. • Market wise price shall be worked out for each overseas supplier on LCNITC basis considering the quoted CFR rate and other charges up to delivery stores of respective plants basis. The Landed cost net of ITC (LCNITC) will mean the total cost at respective SAIL Plant stores and shall include CFR Kolkata / Chennai / Mumbai price + marine insurance on warehouse to warehouse basis + Landing charges + Customs Duty + IGST + Cess (if any) + Antidumping duty (if any) + LC/CAD charges + Custom clearance charges + inland freight & service tax on freight to respective steel plants + any other charges/taxes as applicable till material reaches plant store site LESS Input Tax Credit & service tax on freight. • To bring the prices of the foreign suppliers and the Indian suppliers at par, the RBI reference rate (the closing selling exchange rate) should be considered for exchange rate conversion and the forward Premium rate' for the period of delivery and 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. • The closing selling exchange rate ascertained from Reserve Bank of India (RBI), on the PREVIOUS WORKING DAY of the date of price bid opening / RA shall be adopted for evaluation. Any increase in antidumping duty during execution of order will have to be absorbed by the supplier. • The following formula shall be used along with the exchange rate as well as forward premium (if applicable) to arrive at the LCNITC:-

		<table border="1"> <thead> <tr> <th colspan="4">Tentative Loading Factor Calculation for Foreign Vendor</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CFR Price (USD)</td> <td>100</td> <td></td> </tr> <tr> <td>2</td> <td>Insurance on FOB - USD</td> <td>0.10%</td> <td></td> </tr> <tr> <td>3</td> <td>CIF Discharge Cost (1+2)</td> <td>100.1</td> <td></td> </tr> <tr> <td>4</td> <td>Landing Charge @0% (On 3)</td> <td>0</td> <td></td> </tr> <tr> <td>5</td> <td>Assessable Value (3+4)</td> <td>100.1</td> <td></td> </tr> <tr> <td>6</td> <td>Customs Duty [@ 7.5% on (5)]</td> <td>7.5075</td> <td></td> </tr> <tr> <td>7</td> <td>Social Welfare Cess [@ 10% on (6)]</td> <td>0.75</td> <td></td> </tr> <tr> <td>8</td> <td>IGST @ 18% on (5+6+7)</td> <td>19.50</td> <td></td> </tr> <tr> <td>9</td> <td>Handling & Clearing Charges @ 1% on (1)</td> <td>1.00</td> <td></td> </tr> <tr> <td>10</td> <td>Landed Cost (5+6+7+8+9)</td> <td>128.86</td> <td></td> </tr> <tr> <td>11</td> <td>Less ITC</td> <td>19.50</td> <td></td> </tr> <tr> <td>12</td> <td>LCNITC (10-11)</td> <td>109.36</td> <td></td> </tr> <tr> <td>13</td> <td>Conversion Factor</td> <td>1.0936</td> <td></td> </tr> <tr> <td>14</td> <td>Total LCNITC (USD)</td> <td>109.36</td> <td></td> </tr> <tr> <td>15</td> <td>LCNITC (Rs.) (14 * Exch. Rate + FPR)</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">Template for Foreign Vendor (Indicative only)</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">Example</td> <td style="text-align: center;">Remarks</td> </tr> <tr> <td>A</td> <td>CFR (USD) per MT</td> <td style="text-align: center;">100</td> <td>To be entered by party</td> </tr> <tr> <td>B</td> <td>Conversation Factor</td> <td style="text-align: center;">1.0936</td> <td>Fixed Value</td> </tr> <tr> <td>C</td> <td>Exchange Rate+ Forward premium (1 USD= Rs.)</td> <td style="text-align: center;">72</td> <td>RBI Site</td> </tr> <tr> <td>D</td> <td>Total CFR per MT (Rs.) (AXBXC)</td> <td style="text-align: center;">7873.92</td> <td></td> </tr> <tr> <td>E</td> <td>Inland Charges Per MT (Rs.)</td> <td style="text-align: center;">3328.52</td> <td>Fixed Value</td> </tr> <tr> <td>F</td> <td>Total LCNC (Rs.) Per MT (D+E)</td> <td style="text-align: center;">11202.44</td> <td></td> </tr> </tbody> </table>		Tentative Loading Factor Calculation for Foreign Vendor				1	CFR Price (USD)	100		2	Insurance on FOB - USD	0.10%		3	CIF Discharge Cost (1+2)	100.1		4	Landing Charge @0% (On 3)	0		5	Assessable Value (3+4)	100.1		6	Customs Duty [@ 7.5% on (5)]	7.5075		7	Social Welfare Cess [@ 10% on (6)]	0.75		8	IGST @ 18% on (5+6+7)	19.50		9	Handling & Clearing Charges @ 1% on (1)	1.00		10	Landed Cost (5+6+7+8+9)	128.86		11	Less ITC	19.50		12	LCNITC (10-11)	109.36		13	Conversion Factor	1.0936		14	Total LCNITC (USD)	109.36		15	LCNITC (Rs.) (14 * Exch. Rate + FPR)			Template for Foreign Vendor (Indicative only)						Example	Remarks	A	CFR (USD) per MT	100	To be entered by party	B	Conversation Factor	1.0936	Fixed Value	C	Exchange Rate+ Forward premium (1 USD= Rs.)	72	RBI Site	D	Total CFR per MT (Rs.) (AXBXC)	7873.92		E	Inland Charges Per MT (Rs.)	3328.52	Fixed Value	F	Total LCNC (Rs.) Per MT (D+E)	11202.44	
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20	Preference to Make in India products	Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 is not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
21	Preference to Micro & Small Enterprises (MSEs)	Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. In addition to the above, Government of India rules/policies (like MSME, make in India etc.) will be applicable.
22	Letter of Acceptance (LOA) and Back-up Orders:	
	a) Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidder by a Letter of Acceptance (LOA) in writing by registered letter or fax, to be confirmed in writing by registered letter, that its Bid has been accepted. Such intimation may also be sent by an e-mail along with the scanned copy of LOA issued to the successful bidder.	
	b) Letter of Acceptance (LOA) will constitute the formation of the Contract.	
	c) Based on the LOA issued by SAIL/ISP, individual Back-up Order(s) will be issued by the respective SAIL Plant/Unit with clear details of the consignee Plant/Unit of SAIL, delivery requirement etc.	

PART-III

Commercial Terms and Conditions

Clause		
1	Quantity Variation:	The requirement of Graphite Electrode is mentioned in Annexure 1 of this RFQ. The quantity is subject to a tolerance of plus or minus 25% (twenty five percent) of quantity as mentioned in Annexure 1 at buyer's option. This option shall be exercised before the end of contracted delivery period as per back-up order.
2	Guarantee:	The electrodes supplied shall be guaranteed against poor quality, manufacturing defects and/or design defects and/or faulty workmanship for a period of 12 months from the date of putting the material to use/commissioning or 18 months from the date of receipt of material (for indigenous supplier)/ date of B/L (for overseas supplier) whichever is earlier. In the event of the material being found defective within this period, the supplier (in case of international supplies) shall replace the same free of cost on DDP respective plant basis. In case of indigenous suppliers they shall replace the same free of cost on F.O.R SAIL Plant's stores basis.
3	Delivery:	Party shall have to deliver as per the delivery schedule in the back-up order issued by respective Plant / Units. The delivery by Indigenous supplier shall be made to respective SAIL Plant stores. In case of domestic suppliers, the date of receipt in the respective plant's stores shall be taken as date of delivery/supply, whereas in case of overseas suppliers the date of Bill of lading shall be the date of delivery/supply of the consignment. Delivery is to commence from July 2024 and continue till December 2024. The delivery period may be extended by a further period of 3 months, at Buyer's option, on the same price, terms and condition. The buyer shall exercise this option one-month before the expiry of the original delivery period.
4	Mode of dispatch:	
4.1	Domestic Suppliers	Mode of dispatch shall be by road. The seller shall be responsible for making all transportation arrangements for timely supply of materials to meet the delivery schedule. Materials shall be dispatched by road in full truckloads, fully covered. Transportation shall be arranged by the supplier at no extra cost on door delivery basis.
4.2	Overseas Suppliers	<i>Mode of dispatch shall be by Sea. The supplier should indicate in their offer whether transshipment is required or not. Following Ports of Discharge will be applicable:</i> <i>For CFP & BSP: Mumbai Seaport (Nava Sheva Seaport)</i> <i>For SSP: Chennai Seaport</i> <i>For all other Steel Plants (DSP, RSP, BSL, ISP and ASP): Kolkata Seaport.</i> <i>The containers must have min. free detention time of 14 days or above.</i>
5	Packing & Markings	Electrodes with pre-fitted nipples shall be properly palletized in standard sea-worthy packing capable of withstanding handling and journey by sea/road and shipped in 20ft side-opening containers. Each pallet should be marked with order number, name of buyer, name of seller, pallet number. Each electrode should be marked with grade (RP/HP/UHP), Nominal Diameter and weight in Kgs along with order number and name of seller. Besides, in case of wooden packing, phytosanitary certificate shall be furnished by the overseas suppliers along with other shipping documents at no extra cost.
6	Inspection:	
6.1	a) Domestic Suppliers	No pre dispatch Inspection. Visual inspection at respective destination plants and acceptance of material shall be done based on Guarantee and

		Test Certificate.
6.2	b) Overseas Suppliers	The supplier shall get the material inspected by Standard Third party Inspection agency namely LLOYDS / A.H.KNIGHT / GRIFFITH / ALEX STEWART / SGS only, at supplier's cost at supplier's premises before despatch /shipment of material. Inspection shall have to be done for both quality & quantity as mentioned in the Purchase order. The third-party inspecting agency shall reproduce the test results independently in its inspection certificate and shall certify that the parameters/specification of inspected Graphite Electrodes is same as given in the Purchase order. The inspection agency shall also certify the inspected material and quantity loaded in containers and the containers have been sealed in their presence. The seal Numbers should be indicated in the inspection certificate. Inspection certificate from the 3rd party shall be the basis for accepting the material at our stores and will also form the part of negotiable despatch documents for payment against LC/CAD.
6.3	Additional Clauses of Inspection applicable for (a), (b) above is detailed below	
6.3.1	SAIL Plants reserve the right to inspect the material at respective plant stores. In case some adverse variance in the specification of the materials received w.r.t. Purchase Order specifications is reported after arrival of materials at respective steel plants but not later than 3 months of receipt of materials by the plants the supplier shall be intimated. On receipt of such intimation, the seller shall forthwith and in any case within 15 days from the date of such intimation depute his representative at his own cost for visiting the plant. Sampling of the materials as well as testing shall be done by plants with its in-house resources, wherein the supplier's representative if so desires shall be present. The result of this inspection so done shall be final and binding on both parties. In case the supplier does not depute his representative within 15 days from the date of plant's intimation, SAIL plant shall go ahead with the sampling & testing as per its internal procedure and results shall be binding on both parties.	
6.3.2	In case any adverse variation from the Purchase Order specifications is observed the following shall be applicable: a. In case the material is usable (as decided by user dept.), SAIL Plant 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. b. In case the SAIL plant 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 Plants 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 sixty days from the date of intimation at his own cost, failing which SAIL may dispose of 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 in any 2 consignments (i.e. Shipments), SAIL plant shall have the right to terminate the contract / Purchase Order without prejudice to its rights under the contract.	
7	Weighment:	
7.1	Domestic Suppliers	All the trucks shall be weighed at destination at the respective Steel Plant's Weighbridge(s) and Supplier's Challan weight for each truck shall be accepted as final, if the Weighment at Steel Plant for that truck is within minus zero-point five percent (i.e. -0.5%) of the Supplier's Challan weight. If the Weighment at respective Steel Plant is found to be more than the Challan weight, the payment shall be restricted up to the Challan weight. In



		case the Weighment at respective Steel Plants is found to be less by more than zero-point five percent of the Challan weight, the Weighment at respective steel plant shall be final for the purpose of payment.
7.2	Overseas Suppliers	The weight mentioned in the third-party inspection certificate or the Bill of Lading, whichever is less, shall be final for all the payment purposes.
8	Insurance:	
8.1	Domestic Suppliers	The supplier shall arrange insurance of the goods at their cost.
8.2	Overseas Suppliers	Shall be arranged by the purchaser. Intimation for Insurance: The PURCHASER shall, at his own expense, arrange for suitable marine insurance cover for the MATERIALS delivered by the SELLER. For this purpose, the SELLER shall, immediately on completion of loading intimate by e-mail to the concerned Plant, the order number, the port of loading, the name of the vessel, the quantity of the materials loaded on board the vessel as per Load port Draught Survey Weight and Approximate value thereof, the Bill of Lading number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port.
9	Payment Terms:	
		Standard payment terms as follows shall be applicable: 100% payment towards basic price of material and taxes & duties will be made within 30 days from the date of submission of bills against GRN (Goods receipt note) to the paying authority accompanied by the following documents: All bills duly pre-receipted and complete in all respects should be submitted in triplicate (3 copies), Order no. & date, GRN no. and date, etc. should invariably be quoted in all the bills.
		For Overseas Supplier following payment terms may be agreed with suitable loading : 100% payment shall be made through Letter of Credit / CAD against dispatch documents & with interest free credit facility of 30 days. The original third-party inspection certificate shall form the part of negotiable dispatch documents and Payment against Letter of Credit/CAD shall be made against the submission of following original documents: A. 3/3 sets of original clean on-Board Bill(s) of Lading. B. Commercial Invoice signed in Ink – in quadruplicate. C. Inspection certificate issued by Independent Inspection Agency – Original + 2 copies. D. Manufacturer’s Test certificate and Guarantee certificate - Original + 2 copies E. Certificate of Country of Origin issued by Chamber of Commerce - Original + 2 copies. F. Insurance declaration sent to Insurance agency. G. Packing List - Original + 2 copies. Suitable Loading for evaluation shall be done for quoted Payment terms of LC/CAD as compared to Standard payment terms of SAIL i.e. 30 days credit from acceptance of material.
10	Taxes & Duties- Domestic Supplier	GST + Educational Cess (as applicable) GST shall be payable extra at the rate ruling on the date of despatch. The supplier has to provide the duplicate for the transporter’s copy (DFT copy) of invoice along with the material to enable the concerned steel plant to avail ITC benefit. The necessary formalities and rules of excise must be followed for preparing invoice to avoid any discrepancy at the time of receipt of the material. In the event of ITC not being availed due to faulty invoice, the amount so claimed shall be recoverable from the supplier’s pending or forthcoming bills. In case the bills are not supported by GST paid documents, the claim for GST shall be withheld and the same shall be released on presentation of the requisite documents. Party shall quote



		<p>GSTIN in their offer and on all despatch documents.</p> <p>GST as applicable on the date of despatch will be payable extra (as applicable) by the respective steel plants. If sales tax is exempted, the same should be clearly indicated by the supplier supported by documentary evidence.</p> <p>Turnover Tax (T.O.T.) – The supplier shall indicate T.O.T., if applicable, with the rate applicable currently and the registration number.</p> <p>Other Taxes – The supplier shall indicate if any other taxes are applicable for any particular state. All tax rates currently applicable should be indicated in the techno-commercial bid. Duties and taxes, however, same will be reimbursed against documentary evidence at the rates applicable at the time of despatch.</p>
	Taxes & Duties-Overseas Supplier	Custom duty, port charges and any other taxes applicable for import of Graphite Electrode shall be applicable
11	Security Deposit	<p>The successful tenderers shall be required to furnish Security Deposit of 3% of basic Order value (in the currency in which order has been placed) within 30 days of placement of Order, either through RTGS (A/c no. 10981831604, State Bank Of India, Burnpur Branch, IFSC Code- SBIN0000049) or in the form of Demand Draft in favour of SAIL IISCO Steel Plant payable at Burnpur/ Asansol or in the form of Bank Guarantee from any scheduled Bank except Co-operative & Gramin Bank (list of bank at Annexure-XIII).</p> <p>In case of foreign BG, this shall be issued by local branch of State Bank of India, based on the counter guarantee issued by the beneficiary's bank. This guarantee shall be submitted within one month from the date of issue of purchase order. In case of delay in submission of security deposit, amount of security deposit would be deducted from the initial supplies.</p> <p>Bank Guarantee in all cases shall be valid for 6 (six) months from the last date of delivery. BG format is provided in this tender document. The security deposit (BG or else) shall be returned after successful completion of supplies (i.e. once GRN is done).</p> <p>In case of failure in supplies the security, deposit will be forfeited. The Security Deposit will not carry any interest.</p>
12	Claims	<p>In case any pallets /material is found damaged externally at the time of receipt at respective plant sites, such material would be subjected for detailed checking by a SAIL representative and the report would be sent to the supplier who should arrange for immediate replacement in case any item is found missing or damaged.</p> <p>If damage / defect stated above are found due to improper and inadequate packing before shipment, the cost of replacement would be borne by the supplier.</p> <p>In case materials are found short supplied or in damaged condition for reasons attributable to the supplier, claim in this regard will be intimated to the supplier within 90 days from the date of receipt of materials at the place of destination. The supplier shall arrange for replacement free of cost. The claim will be corroborated by the investigation report made by the authorised representative of the purchaser with the participation of the supplier's representative who chooses to be present. The purchaser will give sufficient advance notice to the supplier for deputing his representative.</p>
13	Arbitration & Conciliation:	As per relevant clauses of General commercial terms & conditions for Purchase contracts (SAIL P-1) applicable (Refer www.sailtenders.co.in). For Import cases all disputes and differences whatsoever arising between the parties and / or relating to the construction, meaning, and operation or effect of this contract or the breach thereof, shall be settled by arbitration in accordance with the provisions of Conciliation & Arbitration of the



		“International Chamber of Commerce, Paris”. Arbitration and award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be at New Delhi.
14	Liquidated Damages	As per relevant clauses of General commercial terms & conditions for Purchase contracts (SAIL P-1) applicable for indigenous as well as overseas suppliers (Refer www.sailtenders.co.in)
15	Risk Purchase	As per relevant clauses of General commercial terms & conditions for Purchase contracts (SAIL P-1) applicable for indigenous as well as overseas suppliers (Refer www.sailtenders.co.in)
16	Force Majeure	As per relevant clauses of General commercial terms & conditions for Purchase contracts (SAIL P-1) applicable for indigenous as well as overseas suppliers (Refer www.sailtenders.co.in).
17	Legal Jurisdiction:	As per relevant clauses of General commercial terms & conditions for Purchase contracts (SAIL P-1) applicable for indigenous as well as overseas suppliers (Refer www.sailtenders.co.in)
17.1	Domestic Suppliers:	All suits and legal proceedings by or against steel plants in any matter arising out of the tender shall be applicable only by the appropriate civil court at the place where the steel plants are located.
17.2	Overseas Suppliers	In case the contract/order is finalised on overseas suppliers, the contract shall, in all respect, be governed and interpreted according to the laws of Republic of India. In case of any legal dispute, jurisdiction shall be appropriate civil court at the place where the steel plants are located.
18	Exception to the Tender Document	SAIL, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right: i) To accept or reject the lowest offer or any other tender or all the tenders; ii) To accept or reject any bid in full or in part; iii) To apportion the total quantity amongst different suppliers. May place order for part quantity and seek price bid for subsequent period; iv) To amend/modify techno-commercial terms & conditions if any, while seeking price bids for next period. v) To foreclose the tender.
19	Rescinding of Contract	SAIL reserves the right to suspend/terminate/divert/short close the order, if any supplier's performance is found unsatisfactory. The supplier will not be entitled to and claim any loss and damage because of and owing to such suspension/cancellation/termination/diversion/short closure <i>and SAIL and its respective plants will not be liable for the same. Further SAIL reserve right to alter the item wise order quantity by +/-25% of the total ordered quantity, 1 month before expiry of contract period or completion of total supply, whichever is later.</i>
20	Exclusions/Deviations	Exclusions/deviations in the offer, if any, shall be clearly stated under separate heading "EXCLUSIONS / DEVIATION" quoting the respective section number in the RFQ document with justification. Approving such deviations shall be at the discretion of the purchaser.
21	General Terms & Conditions	The RFQ shall be read in conjunction with the 'General Conditions of Contract' and 'Invitation to Tender' published by the purchaser together with any other document issued and forming part of this tender. All these documents shall form the complete set of documents. They are complementary and anything called for by one and not called by the other shall be considered as binding, as though called for by all. Wherever the clauses stipulated in the 'General Conditions of Contract' are contradictory to those stated herein, terms indicated in this RFQ, shall have precedence. <i>The general conditions of the contract governing supply contracts of SAIL (SAIL-P1) shall apply except to the extent it is amended herein. If any trend of cartel formation is observed in the tender process, bids of all suppliers involved will be summarily rejected and SAIL will blacklist all such suppliers for future purchases. The respective steel plants shall issue formal purchase orders indicating the consignee, paying authority, submission of bills etc.</i>
22	Agency commission	In case the Bidder has an Indian agent, they shall furnish the following details in their Techno- Commercial offer:



		<p>i) The name and address of the Indian Agent, if any;</p> <p>ii) The amount of commission /remuneration included in the FOB price(s) for such Indian Agent is to be specified as a percentage of the FOB price.</p> <p>iii) Confirmation of the Bidder that the commission / remuneration, if any, payable to his Indian agent, shall be paid by SAIL Plants in equivalent Indian Rupees at the exchange rate as per the telegraphic transfer (market) rate of buying, ruling on the date of award of the contract. This shall be payable after receipt & acceptance of goods by respective plants and after registration with the plant. This rate will not be subject to any further exchange rate variation. LC will be opened for the price minus the Indian agency commission if any. Agency commission will be payable directly to the Indian agent after receipt of the cargo in plant stores and issue of GARN/RC;</p> <p>iv) One agent cannot represent two suppliers or quote on their tender. In case one agent represents two suppliers or quotes on their behalf in this tender, both the tenders may be liable for rejection.</p>
23	Bank Details	Tenderers are to provide their account number, Bank name, City, Branch name, IFSC code in their offer. This is required for making e-payment.
24	Price Discovery	SAIL reserves the right to conduct reverse auction for price discovery. In case, RA is not conducted due to some reason, parties whose offers are techno-commercially acceptable would be asked to provide decrement on their quoted price, prior to opening of the price bids. Decrements & price bids would be opened together.
25	<p>Note: To assist you in ensuring an accurately completed RFQ response, please direct your queries to the persons mentioned below.</p> <p>For Commercial clarifications –</p> <p>1) Ajay Chandraker, GM (MM), SAIL-ISP +919434777251, ajay.chandraker@sail.in</p> <p>2) Manoj Kumar, SM(MM) +919434777536, manoj.kumar2@sail.in</p> <p>For Technical clarifications –</p> <p>1) Adhikari Venugopala Rao, GM (CCP), SAIL-ISP +919434776544, adhikari.rao@sail.in</p> <p>2) Srimanta Bakshi, AGM(BOP-Oprn) +919434776080, srinanta.bakshi@sail.in</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 and 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 and conditions/formats, the person concerned may seek clarifications from the authorized officer of SAIL. In case any tampering/unauthorized alternation 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. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.</p>	

Annexure-I

Technical Details & Plant / Unit wise requirement of Graphite Electrode :

Item: Graphite Electrodes pre fitted with suitable connecting graphite nipple of 4 TPI tapered thread for connecting two graphite electrodes along with lifting plugs and suitable Torque Wrench, Nipples, as per IS: 9050/1979

Market	Size of Electrodes (Dia x Length) in mm	Current Carrying Capacity (KA)	Plant	2 ND Cycle requirement (MT)
Market 1 - REGULAR (RP) GRADE				
1.1	200-205 x 1500 +50/-100	7 to 10	CFP	23
1.2	200-205 x 1500 +50/-100	7 to 10	GD	5
1.3	225-230 x 1500 +50/-100	7 to 10	DSP	4
1.4	254 x 1500 +50/-100	7 to 13	BSL	18
1.5	300 x 1800	12 to 20	BSP	6
1.6	457+/-3 x 1800 +75/-100	23 to 36	ASP	400
			Total	456
Market 2 - HIGH POWER (HP) GRADE				
2.1	350-357 x 1500 +50 /-100	20 to 35	RSP	140
2.2	352-357 x 1800 +50 /-100	20 to 35	ASP	100
2.3	350 x 1800 +50 /-100	20 to 35	SSP	25
2.4	457 +/-3 x 1700-1875	28 to 51	BSP	810
2.5	457 +/-3 x 1800 +75/-100	28 to 51	RSP	640
2.6	457 +/-3 x 1700-1905	28 to 51	ISP	475
2.7	457 +/-3 x 1800 +75/-100	28 to 51	DSP	540
2.8	508 +/-3 x 1800 +75/- 100	40 to 48	BSL	310
			Total	3,040
Market 3 - ULTRA HIGH POWER(UHP) GRADE				
3.1	352-357 x 1800 +75 /-100	19.5 to 32	ASP	55
3.2	508 +/-3 x 1800 +75 / -100	45 Min.	SSP	230
3.3	450 +/-3 x 1800	45 Min.	BSP	570
3.4	406 +/-3 x 2100 +175/- 125	-	BSL	100
			Total	955
			Overall Total	4451

NOTE: Successful supplier has to supply the following against each back up order to each plant after successful placement of LOA (every six month):-

- i. Coupling Nipples (extra) apart from the pre-fitted nipples-
 - a) For 457 mm & above - 2 pc / 100 MT on Free of cost
 - b) For lower size - 2 pc / 100 MT Free of cost
- ii. Torque Wrench- 1 no. against each back up order of plant (Makes- Knor Tools (UK), Snap On, Solarman Engg. Project Pvt. Ltd., Norbar, Piccardi only).
- iii. Transfer Nipple / Lifting Plug - 1 no. every 40 pcs.

iv. Strap Cutter - 1 no. against each back up order of plant.

Other Parameters/ Specifications for Graphite Electrodes

Parameters	RP Grade	HP Grade	UHP Grade
Bulk Density (gms/cc)	1.55 to 1.65	1.65 to 1.75	1.65 Min
Specific Resistance (micro ohm/ cm)	650 to 950	600 to 700	600 to 850
Flexural Strength (Kg/sq cm)	70 to 160	110 to 160	84 to 120
Young's Modulus (Kg/sq mm)	600 to 1000	800 to 1200	840 to 990
Ash content % max	0.5 % max	0.5% max	0.5% max
Coeff. of Thermal Expn (/ deg Between 25 to 525 deg C)	15 x 10 ⁻⁷ max	22 x 10 ⁻⁷ max	10x 10 ⁻⁷ max
Note : All dimensions & tolerances of Nipples as per IS : 9050/1979			

Note :

- Where more than one Plant's requirement is specified in the RFQ document as forming a Market, bidder shall be required to quote one single price for respective market considering the specified quantity of each Plant's requirement that comprises a Market. Successful bidder shall be required to supply the required grade against the market to all Plants included in the market.
- Vendors are free to quote in one or more than one markets they intend to participate as per tender eligibility criteria. For markets being quoted offer must be submitted for full market quantity, for supplies to various units/plant covered in that market.
- L1 evaluation will be done market-wise on Landed Cost Net of Input Tax Credit (LCNITC) basis.
- SAIL reserves the right to engage more than one source for each market. However exact number of sources shall be intimated before price discovery. In this regard, RFQ quantity for any/all Market-Lots will be distributed as per existing Guidelines with SAIL. The order quantity so distributed would be rounded off by SAIL to the nearest multiple of Full Container Load (20T) in case of order on foreign firm.
- If quantity of any plant against any of markets is less than or equal to 50 MT, the same may be ordered on one vendor as per discretion of SAIL-ISP, keeping overall order distribution against the market intact.
- Price bid is required to be submitted on <https://auction.buyjunction.in> only. Price to be submitted on Rs / MT basis for respective markets. Price shall remain firm during pendency of the contract.

Eligibility Criteria:

- a. Indigenous/overseas manufacturer or their authorized overseas supplier of Graphite Electrodes are eligible to participate against this tender. Such bidder needs to submit documentary evidence for being a manufacturer/ authorized supplier.
- b. The bidder shall submit copies (notarized/self certified) of suitable documents like GST registration/ business license/ISO certificate/Certificate of Incorporation etc. (as applicable) in evidence of bidder’s status as manufacturer of Graphite Electrode.
- c. **The bidder should have experience** of having successfully executed the order for 20% of Graphite Electrode (Market wise for which they are participating) during any of the last five years ending last day of the month previous to the one in which tenders are invited.

Sl.	Grade	Quantity	Market	20% of Total Qty.
1	REGULAR POWER (RP) GRADE	456 MT	Market 1	91 MT
2	HIGH POWER(UHP) GRADE	3040 MT	Market 2	608 MT
3	ULTRA HIGH POWER(UHP) GRADE	955 MT	Market 3	191 MT

- d. However, the past supplier to SAIL plants, who have executed the order in SAIL during last 05 years shall be considered eligible to participate in this tender irrespective of clause a,b & c and shall be treated as proven vendor for this procurement and they need to submit self-attested copy of purchase order issued by SAIL plants.
- e. The bidder shall submit the following notarized/self-certified copies in evidence of the execution of the order along with Techno-commercial bid: -
 - i. PO Copy placed on the manufacturer and copy of corresponding Invoice & Bill of Lading/ Completion Certificate (For Foreign suppliers)
 - ii. PO Copy placed on the manufacturer and copy of corresponding Invoice & Delivery Challan/ Completion Certificate (For Indigenous suppliers).
 - iii. In case documentary evidence regarding fulfilling Criteria is not clear or available in P.O., then Documents in support of fulfilling Criteria to be submitted.
 - iv. Self-Certified Statement indicating PO Number, PO date, Invoice No & date, Invoice qty etc.
 - v. Name designation email id, phone no. of contact person of the customer required for verification of credentials, if needed.
 - vi. In case of Foreign Vendors, quantity supplied outside home country only shall be considered.
- f. **Financial Capability:** The average annual turnover of the manufacturer shall be equal to or more than value as per below table for category being participated (or equal amount in Foreign Exchange for overseas bidders) of last three financial years ending on 31st March’2024.

Sl.	Grade	Quantity	Market	INR
1	REGULAR POWER (RP) GRADE	456 MT	Market 1	5.18 Cr.
2	HIGH POWER(UHP) GRADE	3040 MT	Market 2	36.74 Cr.
3	ULTRA HIGH POWER(UHP) GRADE	955 MT	Market 3	14.09 Cr.

- The bidder shall submit the balance sheet and profit & loss statement for last three financial years ending March ’24, duly certified by Chartered Accountant/ Independent Agency/ Audit Agency etc. along with Techno-commercial bid.
- g. Authorized representative shall submit the required credentials of their principal as per above eligibility criteria.
- h. ISP 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) is found to be false or containing any mis-presentation of having fraudulent declaration in it, then in such eventually, legal action including cancellation of contract, banning of business dealing, damages, criminal proceedings etc as deemed fit may be initiated by ISP against the bidder.



All the documents should be self-attested. Translated documents should be in English language and duly certified by chamber of commerce/ Legal or Statutory Entity.

PART IV

FORM 1: CONFIRMATION ON SPECIFICATION & QUANTITY OFFERED

We accept all the terms & conditions of RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dated 13/04/2024 due on 03/05/2024 without any deviation for supply of Graphite Electrode. We confirm to supply tendered material as per technical specification given in the RFQ-Annexure-I and our quoted Quantity for supply to SAIL Plants against various Markets of tender is as follows:

Item: Graphite Electrodes pre fitted with suitable connecting graphite nipple of 4 TPI tapered thread for connecting two graphite electrodes along with lifting plugs and suitable Torque Wrench. Nipples, as per IS: 9050/1979.

Market	Size of Electrodes (Dia x Length) in mm	Current Carrying Capacity (KA)	Plant	2 ND Cycle requirement (MT)	Quantity Offered
Market 1 - REGULAR (RP) GRADE					
1.1	200-205 x 1500 +50/-100	7 to 10	CFP	23	
1.2	200-205 x 1500 +50/-100	7 to 10	GD	5	
1.3	225-230 x 1500 +50/-100	7 to 10	DSP	4	
1.4	254 x 1500 +50/-100	7 to 13	BSL	18	
1.5	300 x 1800	12 to 20	BSP	6	
1.6	457+/-3 x 1800 +75/-100	23 to 36	ASP	400	
			Total	456	
Market 2 - HIGH POWER (HP) GRADE					
2.1	350-357 x 1500 +50 /-100	20 to 35	RSP	140	
2.2	352-357 x 1800 +50 /-100	20 to 35	ASP	100	
2.3	350 x 1800 +50 /-100	20 to 35	SSP	25	
2.4	457 +/-3 x 1700-1875	28 to 51	BSP	810	
2.5	457 +/-3 x 1800 +75/-100	28 to 51	RSP	640	
2.6	457 +/-3 x 1700-1905	28 to 51	ISP	475	
2.7	457 +/-3 x 1800 +75/-100	28 to 51	DSP	540	
2.8	508 +/-3 x 1800 +75/- 100	40 to 48	BSL	310	
			Total	3,040	
Market 3 - ULTRA HIGH POWER(UHP) GRADE					
3.1	352-357 x 1800 +75 /-100	19.5 to 32	ASP	55	
3.2	508 +/-3 x 1800 +75 / -100	45 Min.	SSP	230	
3.3	450 +/-3 x 1800	45 Min.	BSP	570	
3.4	406 +/-3 x 2100 +175/- 125	55 Min	BSL	100	
			Total	955	
			Overall Total	4451	

We further confirm supply as per tender specification and acceptance of other terms wrt market wise bidding, price evaluation and order distribution, free supply of nipples, Torque Wrench, strap cutter etc shall be as per details in Annex-I.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	



Name of the person authorized to submit offer	
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PART IV

FORM 2 - Format for Basic Information of the Vendor

Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

Instructions to fill up the Basic Information:

- (i) Please use this worksheet to specify basic financial/ IR/ Contact information; an authorized person should sign the document at relevant section.
- (ii) Past Industrial Relations track record, please mention if there was closure/ cessation of work at any of your plant(s) in the last 5 years.
- (iii) Use this form as Proforma/ Format. Use additional sheets to provide relevant information.
- (iv) Provide all the certified relevant documents w.r.t claims made in this Form.

1	Company's Name						
2	Ownership Details						
3	Manufacturer/ Distributor/ Dealer						
4	Mention, if PSU/ Joint venture with PSU/ SSI Unit						
5	In case of PSU - Central PSU or state Govt. PSU						
6	In case of a Joint Venture, details of % wise equity holding						
7	SSI Unit details, if applicable						
8	ISO Status						
9	Whether product is ISI Marked or as per ISI						
10	Contact Person & Designation						
11	Phone No.						
12	Fax No.						
13	E-mail						
14	Financial details of Turnover & profit for the last 3 years						
15	Major Manufacturing Capabilities						
	Sr. No.	Name & Address	Installed Capacities	Capacity Utilized	Present level Order booking		
					FY 1	FY 2	FY 3
16	The year of inception of the company/ business						
17	Bank Account detail : Name & Branch Account Number						
18	PAN No						

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	



PART IV

FORM 3 - DECLARATION FOR ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS

This is to certify that We M/s_____ (Name) having registered office at _____ (Address) agree to all the **Techno-Commercial terms and conditions listed in Part -I, II & III of the Request** for Quotation (RFQ) for Graphite Electrodes vide tender no. **RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd Cycle dated 13/04/2024, due on 03/05/2024.**

We confirm that we are in a position to supply material as per the specification and quantity given in tender and, shall accordingly submitted price bid as detailed in the RFQ. 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 correspondence.

Name: _____

Designation: _____

Tel.No.: _____

Mobile No: _____

Fax No.: _____

Date: _____

Place: _____

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	



PART IV

FORM 4: DELIVERY CAPABILITIES AND LEAD TIME

Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

INSTRUCTION TO FILL UP FORM

1. Please indicate your committed monthly delivery schedule for all plants as well as lead time.

2. Please fill up the blank spaces.

1. Supplier's Name along With Full Address

--

2. Delivery Capacity and Lead Time:

PLANT	Monthly quantity (in MT) commitment by the tenderer			Response Time/Lead Time for shipment by the supplier
	Grade			
	RP	HP	UHP	
BSP				
RSP				
BSL				
DSP				
ISP				
ASP				
VISP				
SSP				
GD				
CFP				
Total				

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	



PART IV

Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

FORM 5 - TAXES AND DUTIES (Domestic Suppliers)

INSTRUCTION TO FILL UP FORM Please use this form to specify the GST and other taxes and duties applicable for each Plant.

1. SUPPLIER NAME:
2. GST:
Applicable / Not applicable Present Rate (if applicable) -----% HSN-----
3. GSTIN:

OTHER TAXES AND DUTIES APPLICABLE (PERCENT):-----

4. OTHER TAXES AND DUTIES APPLICABLE (PERCENT)

PLANT	Description	In figures	In words	Description	In figures	In words
BSP						
RSP						
BSL						
DSP						
ISP						
ASP						
CFP						
GD						
SSP						

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	

PART IV

Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

FORM 6 : OTHER DETAILS OF OVERSEAS SUPPLIERS

INSTRUCTION TO FILL UP FORM

- Please use this form to specify details of bank account, Port of Shipment, Country of origin.
- Please use additional space to provide relevant information.
- Please fill up the blank spaces.

Manufacturer's Name & Address	Name: Address: Name of Contact Person: Email id: Phone no: Fax No: Web site :	
Order to be Placed on (with complete name and address of Beneficiary)		
Bank Name		
Bank's address		
Account Number		
Swift Code		
Quoted Currency		
Port of Loading (preferably single port)		
Transshipment Required (pl tick)	Yes	No
Part shipment Required (pl tick)	Yes	No
Country of Origin		
Name & Address of Indian Agents (valid authorization letter in favour of Indian Agent to be enclosed)		
Percentage of Agency Commission included in the FOB Price		
Period for Which validity of Letter of Credit is required		

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	



PART IV

FORM 7 - STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS

(Please see relevant Para of Instructions to Bidders)

Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

1) The following are the particulars of deviations from the requirements of the bidding terms and conditions, specifications and Draft Agreement.

Clause/ Para	Deviation	Remarks (Including Justification)

In case of no deviation, this Form-7 should be submitted duly signed with an endorsement that offer is submitted with :

"No Deviations"

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	



FORM 8

PART IV

(Please see relevant Para of Instructions to Bidders)

PROFORMA FOR LETTER OF AUTHORITY, FOR THE AGENT, FROM THE MANUFACTURER OF GRAPHITE ELECTRODES

No.....

dated.....

To
Executive Director (MM)
STEEL AUTHORITY OF INDIA LIMITED
IISCO Steel Plant, Burnpur-713325
West Bengal, INDIA

Dear Sir,

Sub: Our offer against your RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

We (Name & Address of the producer)an established and reputed manufacturer of Graphite Electrodes in Grades (RP / HP / UHP) and owning Plants at(Name and Place of Manufacturing Plants of Graphite Electrodes) do hereby authorize M/s (Name and address of the bidder) to make an offer in response to the subject tender and to negotiate & co-ordinate on our behalf for placement of order on us (the manufacturer).

No company/firm or individual other than M/s (Name of the Supplier) is/will be authorized to represent us in regard to this specific Bid. We shall full Guarantee & Warranty for the Grades and Size of Graphite Electrodes offered by our authorized agent against the subject Tender.

I hereby certify that all information provided above is correct to the best of my knowledge.

Tenderer's Offer No. & Date	
Signature with Date & Stamp	
Name of the person authorized to submit offer	

Note: This letter of authority should be on the Letter-Head of the Graphite Electrode manufacturer and should be signed by a person competent and having the power of attorney. This letter of authority shall be submitted in original along with the offer.

Part - V

INTEGRITY PACT	
Between	
<p>Steel Authority of India Limited (SAIL) hereinafter referred to as “The Principal”,.....and hereinafter referred to as “The Bidder/ Contractor”</p>	
Preamble	
<p>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).</p> <p>In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor tender process and the execution of the contract for compliance with the principles mentioned above.</p>	
Section 1	Commitments of the Principal
<p>1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles</p> <ol style="list-style-type: none"> 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. <p>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.</p>	
Section 2	Commitments of the Bidder(s)/ contractor(s)
1	<p>The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. commits himself to observe the following principles during his participation in the tender process and during the contract execution.</p> <ol style="list-style-type: none"> 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 cartelization 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 his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



2	The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be 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 his 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. 8-17).
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 Sector Enterprise in India that could justify his exclusion from the tender process.
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	The Bidder(s)/ Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2	The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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 / Monitors
1	The Principal appoints competent and credible Independent External Monitor for this Pact. 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 functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, SAIL.
3	<i>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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.</i>
4	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.
5	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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.
6	The Monitor will submit a written report to the Chairman, SAIL within 8 to 10 weeks from the date of reference or intimation to him by the <i>Principal</i> and, should the occasion arise, submit proposals



	for correcting problematic situations.
7	If the Monitor has reported to the Chairman SAIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman 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.
8	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. 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 Chairman of 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	In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024 due on 03/05/2024

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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	In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

[Signature]
13.04.23

(For & On behalf of the Bidder)
(Office Seal)

[Stamp]
MANOJ CHANDRAKAR
Sr. Manager (MM)
SAIL-ISP, BURNPUR

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place Burnpur

Date 13.04.2024

Witness 1:
(Name & Address)

[Signature]
MANOJ KUMAR
Sr. Manager (MM)
SAIL-ISP, BURNPUR

Witness 2:
(Name & Address)

[Signature]
ADITYA KISHORE
SAIL-ISP, Burnpur

[Stamp]
ADITYA KISHORE
Sr. Manager (MM) PURCHASE
SAIL-ISP, BURNPUR



1	GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS
1.1	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.
1.2	Registered agents will file an authenticated Photostate 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.
1.3	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	DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.
2.1	Tenderers of <u>Foreign nationality</u> shall furnish the following details in their offer: 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) The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India. 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: 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) The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself. 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 CONTENTS

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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 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 deals with Agencies, who have a very high degree of integrity, commitments 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 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 of 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.	
2	Scope	
2.1	The General Conditions of Contract (GCC) of SAIL generally provide that SAIL reserves its rights to remove from list of approved suppliers / contractors 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.	
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.	
2.3	However, absence of such a clause does not in any way restrict the right of Company (SAIL) to take action / decision under these guidelines in appropriate cases.	
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.	
2.5	These guidelines apply to all the Plants / Units and subsidiaries of SAIL.	
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.	
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 / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'. ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:	

	<p>a) If one is a subsidiary of the other. b) If the 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;</p> <p>iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following: a) For Company (entire SAIL) Wide Banning The Director (Technical) shall be the ‘Competent Authority’ for the purpose of these guidelines. Chairman, SAIL shall be the ‘Appellate Authority’ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke. b) For banning of business dealings with Foreign Suppliers of imported coal/coke, SAIL Directors’ Committee (SDC) shall be the ‘Competent Authority’. The Appeal against the Order passed by SDC, shall lie with Chairman, as First Appellate Authority. c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach SAIL Board as Second Appellate Authority. d) For Plants / Units only Any officer not below the rank of General Manager / Addl Director appointed or nominated by the Chief Executive of concerned Plant / Unit shall be the ‘Competent Authority’ for the purpose of these guidelines. The Chief Executives of the concerned Plants / Unit shall be the ‘Appellate Authority’ in all such cases. e) For Corporate Office only For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of CMMG shall be the “Competent Authority” and Director (Technical) shall be the “Appellate Authority”. f) Chairman, SAIL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines. 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. v) ‘List of approved Agencies -Parties / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies -Parties/ Contractors / Suppliers / Purchasers / Customers, etc.</p>
4	Initiation of Banning / Suspension: Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Plant / Unit /Corporate Vigilance may also be competent to initiate such action.
5	Suspension of Business Dealings
5.1	If the conduct of any Agency dealing with SAIL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. 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. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of SAIL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), SAIL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Plants / Units and Subsidiaries of SAIL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Plants / Units by the

	Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
5.5	<p>For suspension of business dealings with Foreign Suppliers of imported coal/coke, following shall be the procedure:</p> <ol style="list-style-type: none"> 1) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries. 2) Based on the complaint forwarded by ED (CIG) or received directly by Corporate Vigilance, if 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 agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, Coal Import Group (ED, CIG) to place it before a Committee consisting of the following: <ol style="list-style-type: none"> 1 ED (F&A)/Head of Corporate Finance, 2 ED, CIG/Head of CIG – Convener of the Committee 3 ED, CMMG/Head of CMMG, Corporate Office 4 ED (Law)/Head of Corporate Law <p>The committee shall expeditiously examine the report; give its comments/recommendations within twenty one days of receipt of the reference by ED, CIG.</p> <ol style="list-style-type: none"> 3) The comments / recommendations of the Committee shall then be placed by ED, CIG before SAIL Directors' Committee (SDC) constituted for import of Coal. If SDC opines that it is a fit case for suspension, SDC may pass necessary orders which shall be communicated to the foreign supplier by ED, 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. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
6	Ground 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 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;
6.3	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;
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 the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (SAIL) or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (SAIL) or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (SAIL) or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	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. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7	Banning of Business Dealings
7.1	Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Plant / Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Plant / Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Plant / Unit. Any ban imposed by Corporate Office shall be applicable across all Plants / Units of the Company including Subsidiaries.
7.2	For Company-wide banning, the proposal should be sent by ACVO of the Plant / Unit to the CVO through the Chief Executive of the Plant / Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke. The Corporate Vigilance shall process the proposal of the Plant / Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning. The CVO shall get feedback about that agency from all other Plants / Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout SAIL. After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.
7.3	There will be a Standing Committee in each Plant / Unit to be appointed by Chief Executive 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 consisting of General Manager / Dy. General Manager each from Operations, Finance, Law & CMMG. Member from CMMG shall be the convener of the committee. The functions of the committee shall, inter-alia include: <i>I. To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.</i> <i>II. To recommend for issue of show-cause notice to the Agency by the concerned department.</i> <i>III. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.</i> <i>IV. To submit final recommendation to the Competent Authority for banning or otherwise.</i>
7.4	If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
7.5	Procedure for Banning of Business Dealings with Foreign Suppliers of imported coal/coke. i) Banning of the agencies shall apply throughout the Company including Subsidiaries. ii) Based on the complaint forwarded by ED (CIG) or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director, Coal Import Group to be placed before a Committee consisting of the following : <i>1 ED (F&A)/Head of Corporate Finance,</i> <i>2 ED, CIG/Head of CIG – Convenor of the Committee</i> <i>3 ED, CMMG/Head of CMMG, Corporate Office</i> <i>4 ED (Law)/Head of Corporate Law</i> <i>The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by ED, CIG.</i> iii) The comments / recommendations of the Committee shall be placed by ED, CIG before SAIL Directors’ Committee (SDC) constituted for import of Coal. If SDC opines that it is a fit case for initiating banning action, it will direct ED (CIG) to issue show-cause notice to the agency for replying within a reasonable period. iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (CIG) to SDC for consideration & decision. v) The decision of the SDC shall be communicated to the agency by ED (CIG).
8	Removal from List of Approved Agencies -Suppliers / Contractors, etc.
	If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies -Suppliers / Contractors, etc.
	The effect of such an order would be that the Agency would not be disqualified from competing in



	Open Tender Enquiries but LTE may not be given to the Agency concerned.
	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.
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 has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
9.2	If the Agency requests for inspection of any relevant document in possession of SAIL, necessary facility for inspection of documents may be provided.
9.3	The Competent Authority may consider and pass an appropriate speaking order: a) For exonerating the Agency if the charges are not established; b) For removing the Agency from the list of approved Suppliers / Contactors, etc. c) For banning the business dealing with the Agency.
9.4	If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
10	Appeal against the Decision of the Competent Authority
10.1	The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
10.2	Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
11	Review of the Decision by the Competent Authority
	<i>Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.</i>
12	Circulation of the names of Agencies with whom Business Dealings have been banned
12.1	<i>Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.</i>
12.2	<i>If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.</i>
12.3	<i>If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, SAIL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.</i>
12.4	<i>Based on the above, Plants / Units may formulate their own procedure for implementation of the Guidelines.</i>
13	Special Note for bidders having beneficial ownership in countries sharing land border with India:- <i>This procurement shall be subject to the eligible bidders meeting the stipulation as mentioned in office order no. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India and subsequent amendments if any. The salient points of the said office order are mentioned below. However, the bidders are to go through the office order (available at https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf) prior to bidding against our tender:-</i>
13.1	<i>Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with competent authority. The competent authority for the purpose of registration under this order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</i>
13.2	<i>Bidder for the purpose of this order (including the term 'tenderer', 'consultant', 'vendor' 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</i>

	<i>any agency, branch or office controlled by such person, participating in a procurement process.</i>
13.3	<i>"Bidder from a country which shares a land border with India" for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</i>
13.4	<i>The beneficial owner for the purpose of 3. above will be as under: i. 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— 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; 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; ii. 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; iii. 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; iv. 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; v. 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.</i>
13.5	<i>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</i>
13.6	<i>In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. Certificate requirement</i>
13.7	<i>A certificate of conformance as given below will have to be submitted by the bidders along with their offer. "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 fulfil all requirements in this regard and am eligible to be considered."</i>
13.8	<i>In case bidder is registered for this purpose, evidence of valid registration by the competent authority should be attached. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids.</i>
13.9	<i>Country of Origin to be mentioned by party in their offer.</i>

PART - VI

Terms and Conditions for On Line Reverse Auction

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 Bidders 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.

Mjunction services limited

Corporate Office:

Address : 3rd Floor, Tower – 1,
Godrej Waterside, Plot – V,
Block – DP, Sector – V,
Salt Lake, Kolkata – 700091, West
Bengal, Contact Name : Naaz Ansari
(9163348211)/Anamika Dutta :

Branch Office :

Address : 1st Floor, New Materials
Building (G S Purchase) ,SAIL – IISCO
Steel Plant ,Burnpur – 713325,
Contact Name : Keshab Chandra
Mondal (9163348296)/Abhishek
chakraborty (9163348279)

- i. 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).
- ii. Convey last quoted price in writing to mjunction immediately after close of Reverse Auction.
- iii. Provide breakup of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- iv. 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.

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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 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.
14. 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.
15. Start Bid Price shall be the system driven lowest online sealed price bid received on the e-procurement portal (LCNITC).
16. mjunction is not liable for the expired instruments in the form of EMD/ DD / BG submitted for participation against any particular tender.
17. 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.
18. **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.

19. **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.
20. **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.
21. **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 Lots 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 lot. 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/Lot 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.

FORM - 1 (To be submitted on Supplier’s Letter Head)
Format for Acceptance of General Terms & Conditions, Commercial Terms and all other Terms of the Reverse Auction
Sub: RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024
<p>We _____(Supplier Name) having registered office at _____(Address) agree to all the Commercial, General & other Terms & Conditions listed in the Enquiry</p> <p>No. _____</p>



Dated _____ for procurement of _____ (item) through Reverse Auction.

We confirm that we are in a position to supply material as per the specification given in RFQ. We have also understood the Reverse Auction Process and the Reverse Auction rules and special instructions given in the RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf. The details of the person authorized to bid on our behalf are as follows.

Name & Designation	
E-mail ID	
Contact phone nos.	
Address	
Place :	(Signature & Seal)
Date :	

Form 2	
<u>Format for submitting last quoted prices</u> <i>(To be submitted on Company Letter Head of the Bidder)</i> <u>(To be sent within 30 mins of conclusion of the Reverse Auction)</u>	
To, mjunction services limited 1,Shakespeare Sarani, A.C.Market,9 th Floor, Kolkata – 700071 Fax : 033 – 66011720,66133222	
Ref: Reverse Auction forfor IISCO Steel Plant held on against RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024	
Reference above, we hereby confirm our Market wise last quoted prices in the Reverse Auction held on _____	



..... forfor Steel Plant.

Market No	Last Quoted Price

We also confirm that we will submit item wise price break-up, within two working days from the date of Reverse Auction.

Signature	
Name	
Designation	
Date	
Official Stamp	

Annexure-II

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-ISP/SAIL-DSP 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-ISP/SAIL-DSP.
- 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.

Application Form For Registration Important Instruction

- (1) In case you are an Indian agent for a number of foreign principals, you may please submit separate application for each of these principals by taking out additional photo copies of this application form.
- (2) Wherever postal pin code is desired, it must be given.
- (3) Full and unambiguous reply to each query must be given or else your application may not be processed at all.
- (4) Wherever necessary extra sheet can be attached and mention of this may be made against the appropriate column of the application.



APPLICATION FOR REGISTRATION OF INDIAN AGENTS

FILE NO. _____
(Not to be filled in by the Applicant)

PART - 1

(i) Name of the firm

(ii) Date of incorporation
(DD MM YY) _____

(iii) Address of the Registered Office

PIN CODE _____
TELEX ADDRESS _____
TELE. NO. _____

(iv) Address of the Head Office

PIN CODE _____
TELEX ADDRESS _____
TELE. NO. _____

(v) Address of the Branches	Address	Telex Address	Telephone No.
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

PART - II

- | | | |
|--|----|---------------------------|
| (i) Status of firm
(put a tick mark
to whichever is
applicable) | 1. | Proprietorship concern |
| | 2. | Partnership concern |
| | 3. | Private Limited |
| | 4. | Public Limited |
| | 5. | Central Govt. Undertaking |
| | 6. | State Govt. Undertaking |

(Detailed structure of Contractor's firm may be furnished)

PART - III

(i) a) Name of the Principal (whose agent is seeking registration)

b) Address

PIN CODE _____
TELEX ADDRESS _____
TELE. NO. _____



c) STORES FOR WHICH REGISTRATION REQUIRED

S.No.	Name of Stores
_____	_____
_____	_____
_____	_____
_____	_____

(ii) Are you sole selling agent for the Principal: Y/N
(if yes, furnish copy of valid agreement duly attested)

a) Date of appointment as sole selling agent

b) _____
Date upto which appointment is valid

c) _____
Percentage of commission

d) If the agent has authority to commit and sign on behalf of the Principal Y / N

(iii) Whether you are prepared to quote and receive payment in Indian Rupees Y / N

(iv) Have you facility to offer after sales service Y / N
(if yes, give details of facilities)

(v) Have you firm / partners / proprietors / Director done business in the past with

(a) Any other Public Sector Undertakings Y / N

(b) Any other Government Department Y / N
(if yes, give details)

Signature of Applicant

Proprietor / Authorized Partner / Director

Place :

Date :



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.

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.,
With reference to SAIL- RFQ No. and Mis.
..... offer no.

I/ 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 material description..... 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 16-09-2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section), Government of India.

Statutory/Cost Auditor of M/s _____(For companies)

Or

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

_____ Sign & Stamp



**NON-COLLUSIVE TENDERING CERTIFICATE
(to be signed by an authorized person on the Tenderer's behalf)**

To
Plants/ Units
Steel Authority of India Limited

Place

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for **RFQ No. SAIL/ISP/CPA/Graphite Electrodes/202324/2nd cycle dt. 13/04/2024**

1. We, (name(s) of the tenderer(s)) of (address(es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer 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 undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the Plants/ Units-----, Steel Authority of India Limited, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Units-----, Steel Authority of India Limited, Place -----.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Plants/ Units-----, Steel Authority of India Limited, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

(a) the Plants/ Units, Steel Authority of India Limited, Place;

(b) a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the Plants/ Units-----, Steel Authority of India Limited, Place -----;

- (c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;*
- (d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;*
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and*
- (f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.*



Annexure-V

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024
Offer No.: *[insert number of bidding process]*

To: *[STEEL AUTHORITY OF INDIA LTD.- IISCO STEEL PLANT]*

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

****Please delete as appropriate***



**PROFORMA OF BANK GUARANTEE FOR BID BOND
FOR OVERSEAS VENDORS**

***(TO BE ESTABLISHED THROUGH ANY NATIONALISED INDIAN BANK OR THROUGH BRANCH OF
A OVERSEAS BANK OPERATING UNDER RULES OF RESERVE BANK OF INDIA)***

To,
GM (MM) - Purchase
Steel Authority of India Limited
IISCO Steel Plant,
Burnpur – 713325, West Bengal
INDIA

Bank Guarantee No: _____ Date : __/__/____

Letter of Guarantee

Whereas Steel Authority of India Limited, IISCO Steel Plant (hereinafter referred to as SAIL/ISP) have invited Global Tender vide Tender No. RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024 (hereinafter referred to as the said Invitation to Tender) for purchase of __<mention item> __.

AND WHEREAS the said Invitation to Bid requires that any eligible Bidder wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of SAIL/ISP in the form of a Bank Guarantee of an amount mentioned in para 8a of Part-II, valid up to 6 months from Tender opening date as a guarantee that the bidder: -

a) Shall keep his offer (i.e Techno Commercial Bid: 90days from Tender Opening Date. “Online Sealed Price Bid” submitted through mjunction portal: 90 days from Tender Opening Date and Price quoted in Reverse Auction (RA): 60 days from date of RA) firm and valid for acceptance by SAIL.

b) Shall, in the event of the conclusion of an Agreement, keep this Bid Bond valid till such time that a Performance Guarantee Bond is established as per the provisions of the Agreement.

AND WHEREAS Messrs _____ (hereinafter referred to as the said Bidder) wish to make an offer in response to the said Invitation to Bid for the supply of Graphite Electrode NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to SAIL/ISP, IISCO STEEL PLANT, Burnpur, (WB)INDIA on demand without SAIL/ISP having to substantiate its demand, and without protest or demur an amount mentioned in para 8a of Part-II. This Bank further agrees that the decision of SAIL/ISP Sub: Your Ref: RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2nd cycle dt. 13/04/2024

as to whether the said Bidder has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding, not withstanding, Bidder having any claim or dispute.

This bank further undertakes that this guarantee can be operable from our Branch Burnpur, (WB) / Kolkata branch and shall remain irrevocably valid and in force initially up to 6 months from tender Opening date and the same shall be extended further according to the provisions contained therein above.

For and on behalf of
(Name of the Bank)

Signature:

Name: ()

Duly Constituted Attorney

And Authorised Signatory

Designation:

Name and Address of the Bank:



Annexure-VI

FORMAT TO SUBMIT BANK GUARANTEE TOWARD SECURITY DEPOSIT

**SAIL-IISCO STEEL PLANT,
MATERIALS MANAGEMENT DEPARTMENT,
BURNPUR – W.B.713225(W.B.)**

RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2 dated 25/03/2024

(The Stamp Paper shall be purchased in the name of the concerned Bank and stamp paper shall be of appropriate value)

.....Bank Ltd.
Address
Bank Guarantee No.A/Cs Messers Date of Expiry.
Address Limit of liability Rs..
Ref. Tender No. For supply of
Subject : SECURITY DEPOSIT Dated

To
Steel Authority of India Ltd.
IISCO Steel Plant, Burnpur

Dear Sirs,

In consideration of your agreeing to accept the security deposit of Rs. furnishable to you by Messers -----
-----of (hereinafter referred to as the “Contractor ”) in terms of their contract with you for
..... as per their Tender no.

..... pursuant to your invitation to such tender and your General Conditions of Contract governing supply contracts of SAIL (SAIL-P1) and other tender documents relating thereto subject to the additions and alterations mutually agreed upon and set forth or referred to in your letter of Acceptance no..... dated (hereinafter referred to as “the said contract” which expression shall , in case of execution of any formal agreement between you and the contractor in terms of mean and include the said agreement) in the form of guarantee from us in the manner hereinafter contained.

1. We (indicate the name of the Bank) at the request of contractors (s) do hereby undertake to pay to you an amount not exceeding Claimed by you irrespective of whether any loss or damage has been caused to or suffered by you by reason of any breach by the said contractor of any of the terms or conditions of the said agreement.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur merely on a demand from you stating that the amount claimed is due by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

3. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will 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 forthwith without any objection or excuse.

4. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers (s) in any suit or Proceeding pending before any Court or Tribunal or arbitration relating thereto our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.

5. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said contract and after the contractor has discharged all its/his/their obligations under the said contract, and produced a certificate from your Organization certifying the due completion of the work under the said contract and submitted a “No Demand Certificate” provided always that 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 or within six months thereafter which will be enforceable against us notwithstanding that the same is or are enforced after the said date. Should it be necessary to extend 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 forthwith the period of this Guarantee on your request till such time as may be required by you.

6. We , (indicate the name of bank) further agree with you that you will have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension Page 40 being granted to the said contractor(s) or for any forbearance , act or omission on your part or any indulgence shown by you by the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision , have effect of so relieving us.

7. All compositions and payment that may be received by you from the contractor or any person, firm or company whomsoever for or on account of the contractor in any way in respect of the said contract shall be regarded as payment in gross and you will be entitled to prove against the assets of the Contractor, should, the Contractor 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 payment or any security that may be held by you until you shall have received the full amount of your claims against the contractor.

8. 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 or by the winding up , dissolution , insolvency or death as the case may be of the contractor.

9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims 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.

10. This Guarantee and the powers and the 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.

11. This Guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

12. We (indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

13. We have power to issue this Guarantee (under our Memorandum and articles of Association) and the undersigned has full power to sign this Guarantee.

14. The claim period will be 2 months after the expiry of the validity of the bank guarantee (S) and on lodging claim for encashment, the Bank Guarantee should be encashed immediately by the bank without stipulating a minimum period.

Yours faithfully

- 1.
- 2.

Dated: day of 2023. For
(INDICATE THE NAME OF BANK)



Annexure-VII

Authorization & Declaration by Proprietor / Owner / Director / Partner

I _____ son/daughter of Sri _____ aged _____ years, resident of _____ PS _____ District _____

State _____ do hereby solemnly affirm that:

- (i) I am _____ (Proprietor / Owner / Director / Partner) of M/s _____ (name of Firm / Company).
- (ii) I hereby duly authorize Sri / Smt _____ working in M/s _____ as _____ (designation) to submit offer, documents, declaration, against RFQ No. SAIL/ISP/CPA/Graphite Electrodes/2023-24/2 dated 25/03/2024.
- (iii) The Proprietor / Owner / Director / Partner of the firm does not have relation with any employee working in the SAIL Plant / unit and also any of them does not have relationship within the meaning of Section-6 of Company's Act 1956 with any directors of SAIL (if otherwise , give the name of the employee and the relationship).
- (iv) The person or team representing the firm is not representing any other firm participating against the tender and if so, give the details thereon.
- (v) MSE Status of M/s _____ (name of Firm / Company) is as follows :

Whether the tenderer is registered as Micro, Small or Medium Enterprise under MSMED Act.2006, & notification of Ministry of Micro, Small and Medium Enterprises number S.O.1702 (E), dated the 1st June, 2020, S.O. 2052 (E), dated the 30th June, 2017, S.O.3322(E)	: YES / NO (Please write) : If yes – Whether Micro/Small/Medium
a) Please indicate ENTREPRENEUR MEMORANDUM NUMBER (12 digit) / UDYAM REGISTRATION NO.	: _____ (Attach Udyam Registration document).
b) Whether owned by SC/ST (Document to be submitted)	: (YES/NO)
c) We confirm that above status is valid as on date	:

The declarations made herein above are true to the best of my knowledge, information and belief.

Name	
Designation (Proprietor / Owner / Director / Partner)	
Company Name	
Signature With Stamp	
Date	

Annexure-VIII

On Bidders Letterhead
(Self-declaration to be submitted by the tenderer)

I _____ son/daughter of Sri _____ aged _____ years, resident of _____ PS _____ District _____

State _____ do hereby solemnly affirm that:

- i. I am _____ (designation) in M/s _____ (name of Firm / Company).
- ii. I have been duly authorized/ competent to affirm this self-declaration on behalf of (name of Firm/ Company).
- iii. I confirm that all documents submitted as part of our offer no -----against RFQ No- are genuine.
- iv. I undertake to produce all documents in original for verification as and when asked for the same by SAIL.
- v. Any document which has been submitted and not self-attested is/are genuine and can be treated as self-attested.
- vi. Punitive actions shall to be taken against submission of False/Forged documents to SAIL: If it comes to the notice of SAIL at any stage from request for enlistment / tender document or any other document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false /fake/doctored, the party will be debarred from participation in tenders including termination of contract, if awarded. Security Deposit etc., if any, will be forfeited. Also, all the benefits availed by M/s _____(Name of Firm) shall be summarily withdrawn. The contracting agency in such cases shall make good to SAIL for any loss or damage resulting from such termination. Decision of SAIL management will be final and binding in this regard.

The declarations made herein above are true to the best of my knowledge, information and belief.

Name	
Designation	
Company Name	
Signature With Stamp	
Date	



Annexure-IX

FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS (ON BIDDERS' LETTERHEAD)

I..... (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents)

M/s..... (herein after called the bidder) for the purpose of the Tender Documents for..... as per the tender

No..... of

(SAIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

I/We the bidder(s) am /are signing this document after carefully reading the contents of the above mentioned tender.

I/ We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexure hereto,

I/We understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and the same shall be binding upon me/ us.

I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents submitted by us.

I/We undertake to produce all documents in original for verification as and when asked for the same by SAIL. Any document which has been submitted and not self-attested, is/ are genuine and can be treated as self-attested.

I/We understand that any time during process for evaluation of tenders, if any information/ documents submitted by me/ us are found to be suppressing facts/ forged/ false/ fabricated/ fudged/ or incorrect, it shall lead to forfeiture of EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, I/We (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

I/We also understand that at any time after award of contract, if the certificate(s) submitted by me/ us are found to be suppressing facts/ forged/ false/ fabricated/ fudged/ or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL.

I/We have read the clause (Rule 144 (xi) as per F.No. 6/18/2019-PPD dtd. 23/07/2020 of Ministry of Finance) 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 this bid/ bidder is not from a such a country or, if from such a country, has been registered with the Component Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the component Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Component Authority shall be attached].

I hereby accept all tender terms & conditions in toto.

I hereby declare that any Director/ Promoter of this company don't have any beneficial stake (directly or indirectly) in any other company/ firm participating in this tender.



the Proprietor/ Partner/ Director of the Firm/ Company does not have any relationship within the meaning of Section 2(77) of the Companies Act 2013 with any of the employee working in the Plants/ Units concerned or Director of SAIL including its subsidiaries and if not so, give the details.

the person or team representing the firm is not representing any other firm participating against the tender and if not so, give the details thereon.

The declarations made herein above are true to the best of my knowledge, information and belief.

Name and Designation	
Company Name	
Signature, Date With Stamp	

**Annexure-X****List of eligible schedule Commercial Banks for acceptance of Bank Guarantee (BG)/ Security Deposit**

Sl No.	Bank Name	Sl No.	Bank Name	Sl No.	Bank Name
	SBI & Associate banks of SBI	24	UCO Bank		Overseas Banks
1	State Bank of India	25	Union Bank of India	41	ABN Amro Bank NV
2	State Bank of Bikaner & Jaipur	26	United Bank of India	42	American Express Banking Corporation
3	State Bank of Hyderabad	27	Vijaya Bank	43	Bank of America
4	State Bank of Indore		Other Public Sector Banks	44	Bank of Tokyo-Mitsubhisi Ltd
5	State Bank of Mysore	28	Industrial Development Bank of India	45	Barclays Bank Plc
6	State Bank of Patiala		Private Sector Banks	46	BNP Paribus
7	State Bank of Saurashtra	29	Federal Bank	47	Citi Bank N.A.
8	State Bank of Travancore	30	HDFC Bank Ltd	48	Calyon Bank
	Nationalized Banks	31	ICICI Bank Ltd.	49	Deutsche Bank
9	Allahabad Bank	32	Indusind Bank	50	DBS Bank Ltd
10	Andhra Bank	33	ING Vysya Bank Ltd.	51	The Hongkong&Sanghai Banking Corpn.
11	Bank of Baroda	34	Jammu & Kashmir Bank Ltd.	52	J.P. Morgan Chase Bank Ltd.
12	Bank of India	35	Karnataka Bank Ltd.	53	Mizuho Corporation Bank Ltd
13	Bank of Maharashtra	36	KarurVysya Bank Ltd.	54	Societe Generate
14	Canara Bank	37	Kotak Mahindra Bank Ltd.	55	Standard Chartered Bank
15	Central Bank of India	38	South Indian Bank Ltd.		
16	Corporation Bank	39	Axis Bank Ltd.		
17	Dena Bank	40	Yes Bank Ltd.		
18	Indian Bank				
19	Indian Overseas Bank				
20	Oriental Bank of Commerce				
21	Punjab National Bank				
22	Punjab & Sind Bank				
23	Syndicate Bank				