



PURCHASE / CONTRACT PROCEDURE 2020

Corporate Materials Management Group

For Internal Circulation Only

अनिल कुमार चौधरी

अध्यक्ष

ANIL KUMAR CHAUDHARY

Chairman



FOREWORD

In a gigantic manufacturing organization like SAIL, with many Plants/Units spread across various states, the expenditure on account of procurement of goods & services constitutes a major portion of its manufacturing cost. Adopting efficient procurement and contracting systems can contribute significantly to standardisation, enhancing ease, transparency and speed of procurement, as well as bringing about substantial cost savings. A robust and well laid-down Purchase/Contract procedure therefore plays a pivotal role in nurturing a competitive advantage for the Organization.

With continual developments in the business environment as well as issuance of guidelines/instructions from time to time by various Authorities, i.e., CVC, GeM, MoMSME and other ministries concerned, it is imperative that we periodically review our systems & procedures and update them to keep in tune with the changing business environment.

It is heartening to note that Corporate Materials Management Group (CMMG), after detailed deliberations with stakeholders, has published the revised Purchase/Contract Procedure 2020 (PCP-2020). I observe that in keeping with present needs, provisions have been introduced in PCP-2020 to enhance efficiency and transparency in procurement/contracting processes by leveraging technology through e-procurement systems such as, ERP -SRM, EPS, GeM Portal, etc.

I am confident that the new PCP-2020 will enable frontline managers to take appropriate decisions with greater speed and confidence.

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(Anil Kumar Chaudhary)

A. J. KURIAN
Chief Vigilance Officer



PREFACE

Procurement is a very important economic activity, which is estimated to contribute as much as 30% of the country's GDP. In its ideal form, procurement means the acquisition of goods and services of the best quality at the best price, at the right time, in the right place and from the right source. But real-life procurements are less ideal - plagued as they are with several maladies such as quality complaints, delays, cost overruns, corruption etc. Organisations, intent on mitigating these maladies, adopt SOPs (Standard Operating Procedures) so as to bring about transparency, accountability and fairness in all procurements. The adoption of PCP containing the standard procedures for its procurements is to be seen in this context.

A couple of things need to be mentioned here. Procedural adherence per se can't sanctify procurement processes any more than procedural deviations ipso facto vitiate them. But clarity in procedures is immensely helpful to buyers, sellers and for that matter all stakeholders of procurements - to understand as to what constitute "deviations" and the need to justify them. Secondly, it is to be borne in mind that procurement procedures are not to be cast in stone-they need to be dynamic keeping pace with changes in technology and business environments.

Revision of the PCP-14, which is in vogue for the last six years, has been undertaken to make procurements in SAIL efficient and effective in the wake of new rules, regulations, guidelines etc issued by various authorities such as the CVC, MSME, DPE etc. Expedited return of EMD, use of GeM Portal, submission of Bid Security Declaration form, refining Integrity Pact, uploading of tenders on CPP Portal are some of the changes to be incorporated into the extant procedures. The new procurement manual, to be christened PCP-2020, is also aimed at plugging some of the loopholes of PCP-14 which have been brought to light through complaints received by Vigilance during the last six years.

It is hoped PCP-2020 will make future procurements of SAIL alive and agile to the changing business environment.

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(A. J. Kurian)

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MESSAGE

The fast pace of change in the world is driving the need for businesses to become agile. Companies now operate in an environment that requires them to be adaptable to changes and make the best use of opportunities. Agility in Purchase/Contracts is one such driver which caters to big picture business needs, resulting in the selection and implementation of a solution different from the one adopted in the past, yet fulfilling the same objectives.

For Maharatna Company like SAIL, besides the above objectives, it is equally important that the procurement process is transparent, fair, uniform, efficient and in sync with the prevailing business scenario. The recent emphasis on e-procurement, Forward Auctions, usage of SRM/EPS platform, leveraging the GeM portal, quick return of EMD etc. are a step in this direction. The new PCP-2020 has incorporated all these aspects as well as the Circulars, OMs, Guidelines issued by CVC, MSME, DPE and various Ministries of GOI from time to time. Also, all the clauses of the earlier document have been thoroughly deliberated and suitable modifications have been incorporated for bringing clarity in understanding and implementing the purchase/contract procedure.

I appreciate the efforts of Corporate Materials Management Group (CMMG) in finalizing the PCP-2020 as it required several rounds of in-depth deliberations with all Plants/Units involving various functions viz. Materials Management, Contract Cell, Finance, Projects, Marketing, Vigilance, Law etc. I am sure the new PCP-2020 would act as an enabler to take right decisions at the right time at various levels of our organization/stakeholders.

A handwritten signature in blue ink, appearing to read "Harinand Rai".

(Harinand Rai)

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ABBREVIATIONS USED

AMR	Addition, Modification and Replacement	LCNITC	Landed Cost Net of Input Tax Credit
AP	Automatic Procurement	LCNS	Landed Cost Net of Set Off
BG	Bank Guarantee	LD	Liquidated Damages
CA	Competent Authority	LOA	Letter of Acceptance
CE	Chief Executive	LPP	Last Purchase Price
CEC	Commercial Evaluation Committee	LTE	Limited Tender Enquiry
CEO	Chief Executive Officer	MM	Materials Management
CPP	Central Public Procurement	MSE	Micro & Small Enterprises
CTE	Chief Technical Examiner	NIT	Notice Inviting Tender
CVC	Central Vigilance Commission	OEM	Original Equipment Manufacturer
CVO	Chief Vigilance Officer	OES	Original Equipment Supplier
DOP	Delegation of Powers	OTE	Open Tender Enquiry
DRO	Direct Reporting Officer	PAN	Permanent Account Number
ED	Executive Director	PGB	Performance Guarantee Bond
EMD	Earnest Money Deposit	PO	Purchase Order
EOI	Expression of Interest	PSU	Public Sector Undertaking
EPS	Enterprise Procurement System	RA	Reverse Auction
ERP	Enterprise Resource Planning	RBI	Reserve Bank of India
FIFO	First In First Out	RFQ	Request for Quotation
GARN	Goods Acceptance/ Rejection Note	SBD	Standard Bidding Document
GC	Guarantee Certificate	SRM	Supplier Relationship Management
GCC	General Conditions of Contract	STE	Single Tender Enquiry
GeM	Government e-Marketplace	TC	Tender Committee
GST	Goods & Service Tax	TEC	Technical Evaluation Committee
GOI	Government of India	TOD	Tender Opening Date
HOMM	Head of Materials Management	URL	Uniform Resource Locator
HOD	Head of the Department	VAT	Value Added Tax
HOP	Head of Projects	VDC	Vendor Development Cell
IEM	Independent External Monitor	WC	Warranty Certificate
IPSS	Inter Plant Steel Standards	WO	Work Order
ISO	International Organisation for Standardisation		

1.0 INTRODUCTION

- 1.1 The objective of the Purchase/ Contract Procedure is to ensure transparency, fairness, uniformity and efficiency in the procurement/ contract/ tendering process across SAIL Plants/ Units.
- 1.2 The Purchase/ Contract Procedure 2020 (PCP-2020) is in line with CVC guidelines and has been finalized after in-depth deliberations with Materials Management, Contract Cell, Vigilance, Projects and Finance.
- 1.3 The procedure is applicable to all purchases/ contracts for Goods or Services or Works and Job Contracts/ Project Cases/ Conversion and Outsourcing of all types, unless specified otherwise. For Import of Coal and Coke, "SAIL Policy for Import of Coal & Coke" shall be followed. For Projects cases, in case of conflict between provision of Purchase/ Contract Procedure (PCP) and Standard Bidding Document (SBD), the provisions of SBD shall prevail.
- 1.4 Deviations to the PCP-2020 should be rare. In exceptional cases, deviation may be permitted for recorded reasons with the specific approval of Chief Executive Officer of the Steel Plant/ Chief Executive of the Unit. The deviation shall be reported to CVO through ACVO of the Plant/ Unit and to Corporate Materials Management Group (CMMG) (For MM Cases) & Corporate Projects (for Projects cases). For Units being headed by Executive Director, the Chief Executive will be respective Functional Director to whom the concerned Unit is reporting to.
- 1.5 In addition to procedure indicated in PCP-2020, the different circular/ guideline issued by CVC from time to time may also be referred to. If any change is required to be made in the existing Purchase/ Contract Procedure due to CVC instructions or otherwise, amendments will be issued by CMMG.
- 1.6 The concept of Contracting Department has been introduced in this version of PCP which is applicable for those Units which are not having dedicated MM Dept./ Contract Cell (including Projects Department).

2.0 RAISING OF INDENTS

- 2.1 The indents for procurement of goods or services or both or proposal for job/ operational/ works contracts shall be raised by the department(s) concerned or designated centralized agencies. These Indents shall be prepared in the prescribed format (to be designed by each Plant/ Unit).

The indent shall be signed/ e-signed/ cleared online in SAP by the Head of the Department (HOD). The Plant/ Unit shall devise a proper system of numbering the indents initially and their processing reference at different stages to facilitate cross-reference. Suitable records shall also be maintained for such numbering/ references at different stages for control purposes. Efforts shall be made, wherever possible, to maintain records electronically and generate reference numbers online.

- 2.1.1 For Project/ Contract Cases/ Capital/ AMR schemes, proposal will be initiated by Indenter and processed by MM Dept./ Contract Cell/ Project Dept./ Contract Operating Authority/ designated centralized agency based on the scheme sanctioned by the management.
- 2.1.2 The names of the suggested registered manufacturers/ suppliers/ traders/ contractors, as the case may be, may be indicated by the indenter in the indent on the basis of past experience of parties along with order references, if any.
- 2.1.3 In case, it is required to place order on more than one source, the Indenter shall specify so in the indent giving the maximum number of suppliers/ contractors to be engaged, justifying the reasons for the same.
- 2.1.4 In case there are certain quantifiable factors required to be considered/ loaded while evaluating the prices quoted by the tenderers, such factors in clear quantifiable terms should be mentioned in the indent by the indenter.
- 2.1.5 In case the tenderers are required to submit samples along with the quotation, the same should be clearly mentioned in the indent itself. However, no sample should be called for the items for which detailed/ standard specifications are available. For procurement of clothing and textile items detailed specifications may be mentioned & no sample shall be called. However, if required, provision for submission of an advance sample by successful bidder(s) may be stipulated for indeterminable parameters such as, shade/ tone, size, make-up, feel, finish and workmanship, before giving clearance for bulk production of the supply.

2.2 FOR PURCHASE OF MATERIALS

- 2.2.1 The indenter should give full and complete information regarding the description and specification of the material to be procured. To the

extent possible, specifications given should be standard specifications conforming to IPSS, PS, ISS or DIN, etc. The cut-off points for performance/ acceptance and the points for bonus and penalties should be indicated, wherever feasible.

- 2.2.2 Digitized/ scanned copies of manufacturing drawings, wherever required, should be provided with latest revision. Physical copies in adequate numbers may be provided if the drawings are not available in electronic form.
- 2.2.3 Along with the indent, the indenter shall also prepare and enclose the following:
 - a) In respect of new items, a check-list as per the prescribed proforma (to be designed by each Plant/ Unit) justifying the indented quantity, with all columns correctly and completely filled. This check list shall be signed by the HOD.
 - b) Due diligence must be made before procuring the items as Proprietary. Efforts made on de-proprietarisation should be recorded and a certificate on the prescribed proforma (to be designed by each Plant/ Unit) signed by the HOD has to be provided. The purchase of items on proprietary basis should be kept at the minimum possible level and should be resorted to when other technically acceptable substitutes are not available.
 - c) Proposed criteria for technical eligibility & acceptance should neither be made very stringent nor very lax to restrict/ facilitate entry of bidders. It should be ensured that the eligibility criteria are exhaustive yet specific and there is fair competition. It should also be ensured that the criteria are clearly stipulated in unambiguous terms. It should take into account the aspects mentioned in Para 6.4 (a) to (g).
- 2.2.4 In the indent, the indenter will ensure, depending upon the nature of the item indented, incorporation of special requirement of inspection/ quality assurance plan/ special packing instructions, if any.
The requirement of inspection/ quality assurance plan/ special packing instructions, if any, should be made part of the tender document.
- 2.2.5 In case some of the items in the indent are matching/ complementary parts of an equipment/ assembly and are required to be supplied by one supplier only, the indenter shall specify this in the indent.

2.2.6 With a view to optimizing the utilization of internal facilities, each Plant/ Unit is to prepare and get approved by the Competent Authority, an annual plan for ‘Make’ items in increasing numbers on cost-effective basis, one month before the beginning of each financial year for the ensuing financial year. Indents shall not be raised for items identified as “Make” in the annual plan for the financial year. However, where part quantity will be identified as “Make” and balance as “Buy”; indents for “Buy” quantity only shall be raised. For “Make” items the department shall raise “Work Order (WO)” in the prescribed form, to be placed on the shops.

2.3 FOR JOB/ SERVICE CONTRACTS WHICH ALSO INCLUDES OPERATIONAL CONTRACTS, HANDLING, CONVERSION, HIRING, CONSULTANCY, WORKS ETC.

- 2.3.1 The indenter should give detailed information regarding description of the jobs to be executed along with the materials to be supplied and equipment to be deployed by the contractor, wherever applicable. For the items to be supplied, the quantity along with detailed specifications and drawing number, etc., should be given in the indent. Similarly, for the equipment to be deployed the desired capacities of the equipment, their ownership, procurement through rent/ lease, etc., should be specified in the indent.
- 2.3.2 The overall quality of the jobs to be executed along with the expected Performance Guarantee parameters should be clearly indicated in the indent. The indent should also include any other Special Terms & Conditions, other than the General Terms & Conditions, required for the execution of the jobs.
- 2.3.3 In case only one contractor is to be engaged for some of the jobs/ all the jobs given in the indent, the Indenter shall specify this in the indent.
- 2.3.4 In the indent, the indenter will ensure incorporation of suitable Special Terms & Conditions, particularly the Inspection Clause, and specify the Inspecting Agency for certifying the execution of jobs as per contractual terms & conditions. The name and the designation of the executing officer/ Contract Operating Authority would also be mentioned in the indent/ proposal.
- 2.3.5 With a view to optimizing the utilization of internal resources, each Plant/ Unit is to prepare an annual plan and get it approved by the Competent

Authority one month before the beginning of each financial year for the ensuing financial year of the jobs which cannot be undertaken internally and are to be off-loaded to the contractors during the financial year. Such list should be in decreasing number on cost-effective basis. Indents shall not be raised for the jobs not included in the approved annual plan for the financial year. In rare/ exceptional cases, where the jobs were not included in the approved annual plan for the financial year, such indents shall be raised with recorded reasons and the approval of the Head of Works (For Steel Plants/ Units).

- 2.3.6 For same scope of work to be executed at different locations and/or in different phases, in a Plant/ Unit the annual list of such jobs prepared by different departments/ shops, should be scrutinized and co-ordinated by one centralised agency for rationalization as per extant Outsourcing Policy of SAIL before it is approved by the Competent Authority. Accordingly, only one consolidated indent should be raised by the centralised agency for same/ similar scope of work considering the locational issues and if more than one contractor is required to be engaged for such jobs, justification must be recorded in the indent (Ref. Para 2.3.3). In exceptional cases where one consolidated indent cannot be raised for same/ similar scope of work, approval of the Head of Works/ Head of Unit shall be obtained to raise these indents.
- 2.3.7 In case of proposals for consultancy service, the indenter shall provide complete details of Terms of Reference (TOR). Consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

2.4 ESTIMATED VALUE

- 2.4.1 It will be the prime responsibility of the indenter to prepare judicious estimate of the current value of the indent. The indenter shall take the help of engineering services and other centralised agencies, if so required, for the preparation of judicious estimate using scientific/ technical methods. The estimated value of each and every item to be procured/ each and every item of work to be executed will be filled in the appropriate column in the indent. The detailed estimate signed by the Head of the Indenting Department will be enclosed with the indent. Basis of estimate shall be invariably recorded.

Following shall be the guidelines for the preparation of estimates:-

- a. For frequently purchased items (i.e., items purchased at least twice during last three years), the estimate shall be based on the last purchase price obtained through normal tendering and competitive bids with adjustment for variations in the prices of raw materials, wages and other inputs including current market conditions based on relevant RBI indices or any other indices, wherever appropriate.
- b. For infrequently purchased items (i.e. items not purchased twice during last three years)/ new items, scientific/ technical estimate shall be prepared taking into consideration the cost of raw material, casting/ machining, treatment/ testing, labour, overhead expenses, transportation and applicable statutory duties and levies etc. In case, cost of making pattern/ engineering drawing/ development of the items are also included in the estimate, all care should be taken to exclude this portion of cost in future while re-indenting/ re-ordering. If required, for guidelines, budgetary quotations may be obtained for infrequently purchased items preferably from OEM/ OES/ authorized dealer/ registered vendors/ last supplier, for new items(s) or new technology efforts should be made by the indenter to get more than one budgetary quotation. For preparing departmental estimate, the lowest of rate(s) of budgetary offers or Last Purchase Price (LPP) or Cart Value on GeM, whichever is lower, is to be considered.
- c. For procurement of proprietary items, LPP, if available in the last two years, should be considered as estimate. If LPP is more than two years old, adjustment for variations in the prices of raw materials, wages and other inputs including current market conditions may be done based on relevant RBI indices or other indices, wherever appropriate. In cases where LPP is not available, the supplier's price list/ rates along with the applicable discounts shall be obtained for preparing estimates. Such list should be directly obtained from the manufacturer only and the list supplied by dealers/ authorized agents should not be considered unless authorized by the manufacturers. For a product available on GeM, estimate may be based on prevailing product price on GeM.
- d. For Job/ Service contracts including manpower related contract, conversion, handling, port related contracts, fresh estimates shall be prepared for each indent/ contract. While preparing estimate, last

contract price/ job order value should not be the sole consideration for the basis of estimate. For the preparation of estimates, the following factors may be considered:

- i) Job elements;
- ii) Supplies to be made;
- iii) Mobile equipment/ tools and tackles to be provided;
- iv) Any other services, fee against statutory obligations, overheads etc;
- v) Green field/ brown field job, completion period, shutdowns involved.

Labour cost for each element of job, cost of supplies, hiring/ operation cost of mobile equipment/ tools and tackles and any other services, etc., shall be prepared for job contracts. For standard service contracts, if available on GeM, estimate may be based on the prevailing rates of such service on GeM.

- e. For Projects cases, the initial estimate prepared by the consultant should be examined by concerned officials and duly approved by the authority approving the issuance of tender enquiry in consultation with Associate Finance.

The estimates finalised prior to the notice inviting tender should be duly recorded. In case the estimates are required to be updated after pre-bid discussions or techno-commercial discussions, the detailed reason for such update should be duly recorded in writing by the Tender Committee with proper deliberations and approved by the Tender Approving Authority. After approval of Tender Approving Authority, the Consultant/ Agency/ Department be asked to submit revised estimate (incremental/ decremental as the case may be). The revised estimate be examined by the concerned officer(s)/ Department. Before approving, the Tender Approving Authority shall consult the Associate Finance.

3.0 SCRUTINY OF INDENTS/ PROPOSAL

- 3.1 The indents for purchase of material shall be scrutinized by the Screening Committee constituted by the Competent Authority for the nature of the items concerned, comprising the representatives of the related departments such as Centralized Maintenance, Central

Workshop, Indenter, MM Dept., Finance, etc. The executives nominated for the Screening Committee shall be in the rank of E-5 and above. The Screening Committee shall scrutinize the indent within a week of receipt by it. The scrutiny by the Screening Committee shall *inter-alia* cover the following:-

- a) Norms prescribed with the approval of the Competent Authority for inventory holding both in terms of value and duration of consumption;
- b) The complete specifications including drawings, if required;
- c) Non-inclusion of the item in Approved Annual plan for "Make Items", mentioned in Para 2.2.6;
- d) Consumption pattern;
- e) Stock in hand and dues in;
- f) Budget availability;
- g) Availability of all prescribed enclosures and certificates;
- h) Estimates along with the basic data;
- i) Suggested mode of procurement/ tendering giving reasons;
- j) Names of suppliers suggested by the Indenter in the indent;
- k) Inspection guidelines;
- l) Eligibility & acceptance criteria for open/ global tender inquiries or GeM. Extant CVC Circulars to be referred;

(CVC OM No. 12-02-1-CTE-6 dated 17th December 2002 and dated 7th May 2004 to be referred to in the CVC Circulars Section)
- m) The QCBS (Quality & Cost Based Selection)/ Life Cycle Cost may be adopted as the mode of evaluation on case to case basis. However, parameters of evaluation must be clearly mentioned.

- 3.1.1 Intimation of the clearance of quantity and value of an indent to be sent to the indenter by the Screening Committee to update their records within three days of completion of the scrutiny by the Screening Committee.
- 3.1.2 In case of computer generated indents of Automatic Procurement (AP) items, based on the reorder level, screening is not required by the Screening Committee.

- 3.1.3 Indents value below ₹5 Lakhs (excluding Proprietary items and Non-Proprietary STE items), covering the annual requirement and items cleared by Empowered Committee constituted with the approval of Chief Executive (excluding Job Contracts, Proprietary items and Non-Proprietary STE items) need not be scrutinized by the Screening Committee and shall be cleared by the Head of Indenting Department for further processing by the MM Dept./ concerned department. These indents shall have all details as per Para 3.1 and also a certification from the Head of Indenting Dept., indicating that the indent is for the total annual quantity required.
- 3.2 The indents/ proposal for the job contracts shall be scrutinized by the Screening Committee, constituted by the Competent Authority for the nature of the job concerned, comprising the representatives of the related departments such as Indenter, Centralized Maintenance, Services, Contract Cell, Finance, etc. The executives nominated for Screening Committee shall be in the rank of E-5 and above. The Screening Committee shall scrutinize the indent within two weeks of the receipt of the indent by it.

The Screening Committee shall *inter-alia* cover the following, while examining the indent/ proposal:

- a) Inclusion of the job in Approved Annual Plan, mentioned at Para 2.3.5;
- b) Complete job description including scope, drawings, if required;
- c) Budget availability;
- d) Availability of all prescribed enclosures & certificates;
- e) Estimates along with the basic data;
- f) Terms & Conditions required for execution of the job including the eligibility, payment terms, price evaluation criteria;
- g) Suggested mode of tendering, giving reasons;
- h) Names of contractors, suggested by the Indenter in the indent.

- 3.2.1 Intimation of the clearance of quantity/ scope of work and value of an Indent to be sent to the Indenter by the Screening Committee to update their records within three days of completion of the scrutiny by the Screening Committee.

- 3.3 In case of any indent going beyond the approved overall budget of the department concerned, for additional/ readjustment/ reappropriation of the budget, approval of Competent Authority as per the Delegation of Power (DOP) should be obtained.
- 3.4 If the indent is found to be incomplete in any respect, it will be returned by the respective Screening Committee to the Indenter for completion.
- 3.5 The scrutinized indent, found complete in all respects, shall be sent to the MM Dept./ Contract Cell/ Contracting Department after obtaining approval of the Competent Authority.

4.0 ACTION ON INDENT BY MM DEPT./ CONTRACT CELL CONTRACTING DEPARTMENT

- 4.1 On receipt of the indent by the MM Dept./ Contract Cell/ Contracting Department, an entry will be made in the Indent Register/ Computer and a case-file opened. Separate Indent Registers shall be maintained for purchase of material and for job contracts indents. While processing the indent for tendering, if any discrepancy is found, the MM Dept./ Contract Cell/ Contracting Department shall return the indent to the Screening Committee/ Indenter for compliance/ clarification by either Screening Committee or by Indenter, on such discrepancies.
- 4.2 Considering the nature of item/ job, its value/ cost involved, knowledge of suppliers/ contractors, prevailing market scenario, etc., the mode of tendering for indent value ₹5 Lakhs and above shall be suggested or ratified by the respective Screening Committee and for indents valuing below ₹5 Lakhs as referred in Para 3.1.3, the mode of tendering shall be suggested by the MM Dept./ Contract Cell/ Contracting Department based on recommendations of Indenter/ HOD of concerned department, for approval of Competent Authority.
- 4.2.1 The indents should be processed by the MM Dept./ Contract Cell/ Contracting Department within three working days/ seven working days respectively for purchase/ job contract, on receipt of the indent from respective Screening Committee. The proposal seeking the approval of the Competent Authority for procurement/ contracting shall also envisage terms & conditions of the tender with deviations, if any, mode of tendering, the cost of tender documents, to be fixed either by Screening Committee or MM Dept./ Contract Cell/ Contracting Department (as the case may be), and in case of Open/ Global Tender, the starting and

closing date for sale of tender documents along with the name of the office of the Plants/ Units of SAIL for issue of the tender documents. Procurement process is to be initiated by the MM Dept./ Contract Cell/ Contracting Department, which include issue of enquiry after receipt of the approval of the Competent Authority as per DOP.

- 4.3 Enquiry for the purchase of materials/ job contracts shall be issued by MM Dept./ Contract Cell/ Contracting Department within seven working days from the date of the approval accorded by the Competent Authority for mode of tendering. Names of tenderers from whom tender is invited, in case of limited or single tender, shall also be approved by the Competent Authority.
- 4.4 MM Dept./ Contract Cell/ Contracting Department should ensure that a reasonable time is fixed for the bids to remain valid while issuing tender enquiries, keeping in view the complexity of the tender, time required for processing the tender and seeking approval of the Competent Authority etc. and finalization of tender within the stipulated original validity should be ensured, as far as possible.

5.0 MODE OF TENDERING

- 5.1 The recommended modes of tendering for placement of orders are as under:
 - i) Open Tender/ Global Tender;
 - ii) Limited Tender Enquiry (LTE);
 - iii) Single Tender Enquiry (For proprietary cases or Items from Original Equipment Manufacturer/ Supplier);
 - iv) Single Tender Enquiry (other than Proprietary cases).
- 5.1.1 As a substitute to frequent tendering, for facilitating timely availability of any goods or service, order placement may also be considered on the basis of the following:
 - i) Repeat Orders;
 - ii) Rate Contract (RC)/ Long Term Agreement (LTA)/ Memorandum of Understanding (MOU) of SAIL;
 - iii) Government e-Marketplace (GeM) (will be governed by General Terms & Conditions as available on GeM and guidelines issued by CMMG).

5.1.2 In addition to the above, there may be occasions when the Plant/ Unit may have to resort to emergency purchase/ job contract.

5.1.3 Approval of Competent Authority shall be obtained for issuance of NIT in each of the above case.

5.2 OPEN TENDER/ GLOBAL TENDER

5.2.1 Open/ Global Tenders are to be considered, if any one or more of the following circumstances exist:

- i) When reliable manufacturers/ suppliers/ traders/ contractors as well as latest technology are not clearly known.
- ii) When it is felt that advertising may elicit better response.
- iii) For any other commercial consideration i.e. as a policy, DOP/ estimated value of purchase/ job contract, formation of cartel/ ring like situations etc.

5.2.2 Plants/ Units shall ensure that the complete tender documents along with the enclosures, if any, are uploaded and displayed on the SAIL Tender website which can be downloaded by the interested tenderers. Application made on such forms shall be treated as valid for participation in the tender.

5.2.3 All Open/ Global tender notices shall be published on SAIL Tender website and will get reflected/ published on Central Public Procurement (CPP) Portal as well as Government e-Marketplace (GeM) portal. No notice is required to be given in newspapers for such tenders. Addendum/ corrigendum/ extension of Bid Submission/ Bid Opening Date, if any, shall also be published on the above mentioned sites only. Therefore, a clause to this effect should be inserted in the NIT. Additionally, for import cases, the tender notices should also be published in Indian Trade Journal (ITJ) of DGCI&S, Ministry of Commerce & Industry.

5.2.4 Intimation for open/ global tenders may be given by the dealing officer by e-mail to all the parties who had participated in tenders earlier or any other prospective tenderers.

5.3 LIMITED TENDER ENQUIRY (LTE)

5.3.1 LTE should be issued only when reliable manufacturers/ suppliers/ traders/ contractors are known. A list of such registered manufacturers/

suppliers/ traders/ contractors shall be maintained by MM Dept./ Contract Cell/ Contracting Department. The registration of manufacturers/ suppliers/ traders/ contractors should be according to the relevant IPSS. LTE should be issued only to registered vendors. In addition to this, vendors registered with other SAIL Plants/ Units should be considered for issuance of LTE provided there is no adverse report on their performance.

- 5.3.2 When the decision is to adopt LTE as a mode of tendering, the whole indent should be treated as one and no split up thereof should be made to reduce the value of tender enquiries.
- 5.3.3 Emphasis is to be given to maximize finalization of contracts/ procurement through e-mode of tendering such as ERP/ SRM/ EPS/ web enabled system. In Plants/ Units, where SRM/ EPS is implemented and e-tendering is not resorted to, approval of HoMM shall be required. Wherever e-tendering has not been resorted to, original LTE papers should be dispatched through registered post/ under certificate of posting/ e-mail/ FAX/ courier to the address of the firm as available in the records of the company. Original LTE papers should not be given by hand to the representative(s) of any firm.
- 5.3.4 The selection of firms for LTE shall be done by the MM Dept./ Contract Cell/ Contracting Department in a judicious manner to ensure that:
 - i) The firms are financially and technically sound;
 - ii) The past performance of the firms with regard to quality and adherence to time schedule should also be considered while recommending a firm for issue of LTE;
 - iii) The supplier/ contractor who has successfully made the last supply/ executed the last job, needs to be considered for issuance of LTE;
 - iv) The firms registered for a particular category are all given coverage by rotation. Subject to (i), (ii) and (iii) above, no registered party should be considered for LTE for the second time unless all the registered parties in the list have been considered at least once in each cycle;
 - v) Wherever sub-category-wise registration exists, enquiry should be issued to all such registered parties. Any deviation should be recorded with reasons.

Explanation: In the Para 5.3.4 (iv), the registration of firms has been done for general categories, namely bearings, motors, gears etc. Wherever feasible, sub-category-wise registration should be done and Limited Tender Enquiry should be sent to all such registered vendors in the sub-category.

- 5.3.5 In cases where there are less than three registered suppliers for an item, vendors registered for similar items with other SAIL Plants/ Units should be considered for issuance of LTE, provided there is no adverse report on their performance. Under exceptional cases, such tender enquiry to only these two registered suppliers shall be issued with the approval of Chief Executive Officer of the Plant/ Chief Executive of the Unit.

However, for the items so far purchased as proprietary for which additional vendor(s) has/ have been found/ developed, LTE to all such additional vendors shall also be issued with the approval of Competent Authority as per DOP.

- 5.3.6 For capital sanction and Addition, Modification, Replacement (AMR) cases, the recommendations received from the consultants/ Project Department shall also be given due consideration.
- 5.3.7 In case of purchases against indent value of ₹10 Lakhs and above, wherever registered manufacturers are available, LTE should be limited to such manufacturers only. While issuing LTE to manufacturers, it should be clearly stipulated that in case any of their dealer(s) is authorised to quote on their behalf, a copy of such authority letter be endorsed to SAIL. Only after receipt of such authority letter, the quotation received from the dealer shall be entertained. Subsequently, a copy of all the correspondences with the dealer(s) shall be sent to the manufacturer(s) simultaneously. For indent valued below ₹10 Lakhs, the LTE may be directly issued to the authorised dealer(s) after confirming the validity of their dealership. A copy of correspondences directly made with the dealer(s) shall also be sent to the manufacturers simultaneously. In Plants/ Units where SRM is available, online authorization of authorized dealers shall be accepted.
- 5.3.8 LTE should be posted on the SAIL Tender website as well as CPP Portal by the respective Plants/ Units as per the provisions in the notification published in CPP Portal at URL::<http://www.eprocure.gov.in>.

- 5.3.9 The following instructions would be put up on the SAIL Tender website:
 “The offer against these tenders from suppliers to whom LTE has been issued shall only be considered. Offer from any other party shall be treated as unsolicited.”

In order to increase competition, following shall also be posted on the website:

“Whoever is interested to be registered as a supplier of these items, should fill up the vendor registration form, hosted on the website. The normal registration process shall, thereafter be followed by the Plants/ Units for registering the eligible suppliers. This information is solely for the purpose of exploring the possibility of enhancing vendor base, wherever required and should not be considered as a purchase enquiry. Purchase enquiry in future may be issued to such suppliers, if registered.”

- 5.3.10 LTEs should be issued in such a way that sufficient competitive quotations are received from the parties.
- 5.3.11 For ISO quality critical items, ISO procedure issued by SAIL Plants/ Units for selection of vendors for issuance of LTE shall apply. For registration of vendors even for purchase of ISO quality critical items, relevant IPSS should be followed.

5.4 SINGLE TENDER ENQUIRY

- 5.4.1 **Single Tender Enquiry (For Proprietary Cases or Items from Original Equipment Manufacturer/ Supplier)**

Enquiries for Proprietary Items/ Services/ Contracts (Original Equipment Manufacturer/ Suppliers/ Technology Supplier/ Job Contracts) should be issued with the approval of Competent Authority as per the DOP. Such Proprietary Items/ Services/ Contracts should be taken from/ awarded to their manufacturers or their authorized dealers (where the manufacturer does not supply the equipment directly) or the technology/ service provider or contractor only. In case there is more than one dealer/ partner authorized to sell a particular proprietary item/ services to Plants/ Units, discount may be possible through Limited Tender Enquiry, therefore LTE may be issued to the authorized dealers/ partners.

5.4.2 Single Tender Enquiry (Other than Proprietary Cases)

The cases where the enquiry is restricted to only one source, though many sources/ suppliers/ contractors/ agencies exist, such procurement/ contract is on nomination basis. Such Single Tender Enquiries should be issued as an exception only and processed, after recording reasons. The indenter should take approval of Chief Executive Officer of the Plant/ Chief Executive of the Unit in all cases except procurement/ service contract from PSUs/ Central Government/ State Government Undertakings where approval of Competent Authority shall be obtained as per the applicable DOP.

5.4.2.1 A list of items procured/ contract awarded on single tender basis should be hosted on SAIL Tender website to enhance vendor base of such items/ job as per the provisions in the notification published in CPP Portal at URL:<http://www.eprocure.gov.in>.

5.4.2.2 The instructions to be included on the SAIL Tender website should be that, “Whoever is interested to be a registered supplier of these items, should fill up the vendor registration form, uploaded on the website. The normal registration process shall, thereafter be followed by the Plants/ Units for registering the eligible suppliers.”

5.4.2.3 Plants/ Units should ensure updating of the list of single tender items on SAIL Tender website on a quarterly basis. A resource person at respective Plants/ Units should be nominated for co-ordination.

5.4.2.4 All STEs should also be posted on the SAIL Tender website as well as CPP Portal by the respective Plants/ Units to be accessed by the vendor through *User ID* and *Password*.

5.5 REPEAT ORDERS

5.5.1 Normally, as per the lead time, prior to expiry of the running supplies/ job contracts, the Indenter has to process fresh indent. However, due to unavoidable circumstances, if either the indent is not processed or even after processing the indent, it is not possible to place fresh order in time, under such circumstances for the item/ job contract for which continuity is essential, it may be necessary to place repeat order on existing party/ contractor. After recording the reasons leading to placement of repeat order, the proposal for repeat order on same terms, conditions & specifications may be considered on the following:

- i) The original order must have been placed in the usual course after issue of LTE or Open Tender Enquiry. Emergency orders shall not be considered;
- ii) Not more than two years have elapsed since placement of the original order;
- iii) No price escalation for firm price orders shall be given;
- iv) No repeat order shall be placed, if there is downward trend in prices;
- v) Not more than two repeat orders should be placed;
- vi) The quantity/ scope considered for ordering is not more than 100% of the original ordered quantity/ scope, for each repeat order;
- vii) The original order was not placed on the basis of a higher price for earlier delivery;
- viii) Sanction of Competent Authority for repeat order shall be obtained.

5.5.2 However, in exceptional cases, a third repeat order can be placed with the approval of Chief Executive Officer of the Plant/ Chief Executive of the Unit, after recording justification.

5.6 RATE CONTRACT (OWN)

- 5.6.1 As a substitute to frequent tendering, it is recognized that it is often advantageous on commercial as well as technical grounds to finalize orders on Rate Contract basis for items/ jobs which are procured/ executed either regularly or repetitively and for items of proprietary nature. The rate contract is finalised where the total annual requirement of such items/ quantum of such jobs is large but not fixed. For entering into rate contracts/ long term contracts, the mode of tendering to be followed may be decided as per the nature of the job item, the available sources, etc. Thus, rate contract enquiries may be either by Open Tender/ Limited Tender/ Single Tender depending upon the nature of item/ job.
- 5.6.2 While issuing LTE for rate contract, it should be ensured that only reliable and reputed manufacturers/ suppliers/ contractors of proven ability are entertained.
- 5.6.3 For purchase cases, rate contracts may also be entered into for items which are identified as of regular and repetitive consumption with the consent of the Indenter without waiting for the indent, in order to ensure

speedy processing. In such cases, complete and up-to-date drawings/specifications of the items should be obtained before calling for tenders. Orders in such Rate Contracts should, however, be finalized only after receipt of relevant indents.

5.7 PROCUREMENT ON GeM

Government e-Marketplace (GeM) may be utilized for procurement of goods & services only and not for works contracts, but the items to be used in works contracts may be procured through GeM, For placement of orders on GeM, delegation of powers (DOP) as available for procurement of goods/ services through Open Tender Enquiry (OTE) shall be used by Plant/ Unit.

- 5.7.1 Procurement of any Goods or Services on GeM portal shall be as per SAIL Procedure for Procurement of Goods & Services on Government e-Marketplace (SP-GeM: 2018) and the extant guidelines issued by the Government of India.

5.8 EMERGENCY PURCHASE/ JOB CONTRACT

- 5.8.1 Provisions for emergency purchase/ job contract have to be kept to meet the emergency needs of the Plants/ Units and it is essential to delegate powers to meet such situations particularly in maintenance, commissioning and break down jobs so as to keep the flow of production/ services uninterrupted. In case of purchase, such emergency normally occurs when there is inadequate or no stock in the Stores and chances of getting supplies against pending orders within the stipulated time schedule are remote. Similarly, in case of job contracts, such emergency occurs when breakdown of equipment occurs and internal resources are not adequate to take timely action or there is likelihood of discontinuation of Services, which are required on continuous basis.
- 5.8.2 Due to the very nature of the requirements, which has to be met in the shortest possible time, the normal process of tendering stipulated in this procedure cannot be followed. For emergency indents, the mode of tendering and method of placement of order may, therefore, be adopted as per the specific requirements of the case and the time available for the placement of order and getting materials/ execution of jobs. Approval of the Competent Authority shall be obtained for the specific mode of purchase/ award of contract and order finalised. Provisional order at the rate to be finalized later on/ spot quotations and placement of order on Single Tender basis may be adopted in such situations.

- 5.8.3 Emergency Indents should be accompanied by non-availability & criticality certificates issued by the concerned HOD on prescribed format (to be designed by each Plant/ Unit).
- 5.8.4 The materials may be procured from best possible source and jobs be awarded to the reliable Contractor for such emergency procurement/ job contract respectively. Formal purchase orders should be issued/ contracts entered into, in due course for regularizing the emergent action taken.
- 5.9 SAIL plants may participate in tenders/ auctions conducted by other companies for purchase of products. This will be done as per the extant Policy for Participation in Tenders/ Auctions issued by CMMG.

6.0 INVITATION TO TENDER

- 6.1 For purchases, in case the technical/ commercial terms are firm/ frozen, single part quotation may be invited only against Limited Tenders by suitably selecting the vendors as explained under Para 5.3. However, for Open Tender as explained in Para 5.2, even for the firm technical/ commercial terms, 2/3 part quotations should be invited. In cases where technical/ commercial terms are to be negotiated, 2/3 part quotations should be invited even against Limited Tenders.
- 6.2 In cases of job contract, generally the technical/ commercial terms need to be negotiated. Therefore, for all such job contracts, 2/3 part quotation, should be invited against both Limited Tenders and Open Tenders.
- 6.3 Before issue of NIT, MM Dept./ Contract Cell/ Contracting Department should ensure that desired information, particularly specifications/ commercial terms are available in the case file.
- 6.4 Before inviting open tenders, MM Dept./ Contract Cell/ Contracting Department shall determine/ record the criteria for eligibility of the tenderers, which may include:
 - a) required experience and past performance in similar type of supply/ contracts;
 - b) required manpower (skill-wise) and type/ capacities of equipment & construction/ manufacturing facilities;
 - c) proof of ownership/ licensee of required equipment and construction/ manufacturing facilities;

- d) financial position;
 - e) service support, if any;
 - f) earnest money deposit/ security deposit as per Para 8.3;
 - g) any other criteria, considered necessary. The above criteria shall be specified in the Tender Document under Special Terms & Conditions.
- 6.5 The MM Dept./ Contract Cell/ Contracting Department shall also examine/ determine/ record (as per applicability) the relevant factors in addition to the price to be considered in Tender Evaluation; and the manner in which they will be applied for the purpose of determining the lowest evaluated tender. These factors, other than the price, to be used for determining the lowest determinable tenderer shall, to the extent practicable, be expressed in monetary terms or given relative weightage in the evaluation provisions in the Tender Document. The QCBS (Quality & Cost Based Selection)/ Life Cycle Cost may be adopted as the mode of evaluation on case to case basis. No factors other than those specified in the Tender Document shall be used in the evaluation of offers at the time of preparing the Comparative Statement.
- This shall also form part of the Tender Document under Special Terms & Conditions.
- 6.6 MM Dept./ Contract Cell/ Contracting Department should also determine and record whether the quotations are to be invited on firm prices or are subject to escalation/ de-escalation with respect to major cost component of the items/ jobs. In case the quotations are to be invited with prices subject to escalation/ de-escalation, the method to be used for determining the escalation/ de-escalation and the base date for calculating the escalation/ de-escalation shall be clearly defined and referred in the Tender Document under Special Terms & Conditions.
- 6.7 For purchases, clause for the submission of sample along with quotation be incorporated in the tender papers, if submission of sample was specifically asked for in the indent (Para 2.1.5 be read along with this Para).
- 6.8 In case of medicines, chemicals and other items having limited shelf life, the left over shelf life of each item at the time of delivery should be at least 80%. In emergency, the left over shelf life equal to 120% of the consumption period of such items may be accepted with the approval of the Competent Authority.

- 6.9 In case of Open/ Global tenders, other than for capital schemes, the tender should specify that to bring the prices of the foreign suppliers and the Indian suppliers at par, the RBI reference rate should be considered for exchange rate conversion and the "Forward Premium Rate" for the period of delivery 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 RBI reference rate to be considered for exchange rate conversion and Forward Premium Rate should be taken on the last date of bid submission. The RBI reference rate is available on the website of RBI at URL::<http://www.rbi.org.in/home.aspx> and the Forward Premium is to be taken from Reuters or similar other screen/ information channels available in the Corporate Finance/ Finance Dept. of Plants.
- 6.10 In case the ordered quantity of the purchase indent or jobs of the Job Contract are required to be split into more than one party at the time of placement of order, the same will be specified under Special Terms & Conditions of the tender document. It should be clearly mentioned in the tender document that the distribution of order will be in the ascending order as per the quoted price ranking of the tenderers, i.e., L-1 tenderer will get the highest share and the last ranked tenderer within which the total order is to be distributed, will get the smallest share. However, before opening of the price bids, specific number of parties among whom order would be split would be decided and approval of Competent Authority would be obtained. Order shall not be placed on more than these numbers of parties, except in the case mentioned at Para 10.2.1 and purchase preference in case of MSEs.
- 6.11 In the Tender document under General Terms & Conditions, it should be clearly specified that order on one or more than one parties will be placed on the basis of L-1 quotation and, if required, negotiations will be held with L-1 tenderer only. However, all the tenderers may be required to explain/ justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to cooperate in this regard, they will not be considered for participating in the re-tendering if order/ contract is not finalised from the present tender.
- 6.12 For job contract cases, there should be a stipulation in the tender documents under General Terms & Conditions that if a tenderer quotes unworkable rates, i.e., if the quoted price is less than the lower limit of

the estimated price (Ref. Para 10.1) and is considered for placement of order, the party will be asked to justify the rate quoted and will be required to give Performance Guarantee Bond (PGB) (in addition to the Security Deposit) in the form of Bank Draft/ Bank Guarantee if the justification given by the bidder regarding rates has not been accepted or has been refused (Para 10.4). The amount of PGB to be decided by SAIL/ Plant (name of the Plant) at the time of placement of order and methodology for seeking PGB to be indicated in the tender document. Earnest Money Deposit of the tenderers who refuse to give PGB will be forfeited and they will not be considered in re-tendering if order/ contract is not finalised from the present tender.

- 6.13** If items under purchase are the matching/ complimentary parts and required to be supplied by single party or items of work in the job contract to be performed by single contractor, it should be clearly specified in the tender document that total price of all such items/ items of work shall be evaluated for determining the reasonableness of the price.

6.14 CONSIDERATION OF AGENTS

Wherever, foreign company/ supplier participate in the tender, purchases should preferably be made directly from the suppliers/ manufacturers. However, either the agent on behalf of the Principal/ OEM or the Principal/ OEM directly be permitted to bid in a tender, but not both. If agents/ dealers/ stockists of foreign companies quote along with manufacturer, only the offer of Principal/ OEM will be considered as valid. One agent cannot represent two suppliers/ Principal/ OEM or quote on their behalf in a particular tender.

6.15 INTEGRITY PACT

For all Tenders/ Contracts/ Long Term Agreements (LTAs) valuing ₹20 Crores & above and all tenders related to Handling Contracts for Departmental Warehouses of CMO and L&I, the tenderer(s)/ bidder(s)/ contractor(s) has to enter into an “Integrity Pact” with SAIL. A copy of the Integrity Pact typed on plain paper duly signed by the tender issuing officer who is the Authorized Signatory on behalf of SAIL, has to be enclosed with the tender/ bid/ LTA document. In case of uploading the tender in the website, Integrity Pact also has to be necessarily uploaded after scanning the signed copy of the pact.

Non-signing of the Integrity Pact will disqualify the offer/ bid. However,

bidders may be given an opportunity to sign the Integrity Pact before rejection of the bid.

Following instructions along with the names of IEMs shall be included in the tender/ bid/ LTA/ Contract documents valuing ₹20 Crores & above and all tenders related to Handling Contracts for Departmental Warehouses of CMO and L&I.

- (a) 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 Authorised 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.
- (b) In the tender documents it should be specified that the Bidder(s)/ Contractor(s), if aggrieved, may raise complaints/ pass on information, if any, to the Competent Authority/ Operating Authority of the Tender/ Contract.

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), 16th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092.

6.16 TENDER DOCUMENTS

- 6.16.1 Format for quoting prices, wherever applicable, may preferably be provided with NIT.
- 6.16.2 Invitation to the tender, including instructions to tenderers, should be issued in prescribed proforma (to be designed by each Plant/ Unit category-wise). The invitation to tender should include General Terms & Conditions of contract of SAIL Plants/ Units, as applicable to the case, i.e., (i) for purchases only, (ii) for job/ service contracts only including conversion, handling, hiring etc. (iii) contracts governing supply and supervision of Plant, Machinery and Equipment (for non-turnkey contracts) and (iv) contracts for supply and erection (for turnkey contracts). The tender documents should include detailed specifications and wherever applicable the Standards for specifications and drawings, etc.
- 6.16.3 The Special Terms & Conditions applicable to supplies/ contracts such as stipulations made under Paras 6.4 to 6.15 along with conditions for

inspection, testing, acceptance and performance guarantee should be clearly defined and made part of the tender documents.

6.17 METHODS FOR CALLING TENDERS

6.17.1 The following methods for calling of tenders shall be adopted:

- i) Single Part Tendering;
- ii) Two Part/ Three Part Tendering.

The tenderers shall be instructed to enclose each part in a separate sealed cover, clearly inscribing on the top of each envelope the relevant part number and description along with tender reference number and date of opening and submit all the parts simultaneously in a bigger sealed cover clearly inscribing on the top of the cover the tender reference no. and the date of opening.

6.17.2 Single part tendering should be adopted only when all technical and commercial terms are well defined/ stipulated in the tender document and are not negotiable.

Conditional bids, i.e., bids not adhering to the tendered technical terms, will be rejected. However deviation in commercial terms can be accepted and evaluated where suitable loading has been predetermined and mentioned in the tender document.

6.17.3 In case the technical specifications and or commercial terms are not firm/ deterministic/ frozen, 2/3 part quotations shall be invited.

- a) Two part tendering involves calling for tenders in two parts:
 - i) Part I: Tender comprising techno-commercial offer, which shall be covering all terms except the price.
 - ii) Part II: Tender comprising the price bid only.
- b) Three part tendering involves calling for tenders in three parts:
 - i) Part I: Tender comprising Earnest Money Deposit.
 - ii) Part II: Tender comprising Integrity Pact and techno-commercial offer, covering all terms except prices.
 - iii) Part III: Tender comprising the price bid only.

- 6.17.4 The price bids shall be opened (physically or online)/ price discovery shall be done only after all the Techno-Commercial terms are settled and samples if applicable, are approved.
- 6.17.5 The time period should depend on the nature of the items to be procured, the nature of work involved in the contract, delivery/ completion period etc. The following are the indicative time periods to be given for submission of quotation by the tenderers, from the date of tender notice:
- i. Open Tender : Upto 4 weeks
 - ii. Global Tender : Upto 6 weeks
 - iii. LTE (indigenous) : Upto 3 weeks
 - iv. LTE (imports) : Upto 6 weeks

6.18 EXPRESSION OF INTEREST (EOI)

Expression of Interest may be adopted in the following cases where in the first instance it is not possible to proceed with tendering. No indent may be required for issuing an EOI.

- (i) Cases where new technology is involved and details are not fully known.
- (ii) Where the tender specifications/ commercial terms are required to be finalized in consultation with the prospective bidders by calling bidder's conference after receipt of the prequalification bid. During the technical discussions other stake holders who can add value to the decision making on technical aspects and evaluation criteria may also be involved.
- (iii) When prospective bidders are not known and have to be identified.

Based on the response received in the EOI, tender document may be prepared and processed accordingly.

(CVC Circular No.01/02/11 dated 11th February 2011 to be referred to in the CVC Circulars Section)

6.19 PRE-BID DISCUSSIONS/ CLARIFICATION MEETINGS

In all technically complex Projects cases or Contract cases requiring clarification, pre-bid discussions after floating of tender and before

submission of bids should be held. The date, time and place of pre-bid discussions should be clearly mentioned in the tender document. During pre-bid discussions all the queries of the potential bidders must be properly clarified and recorded by Tender Committee.

If any change in the specification, terms & conditions in the original tender is contemplated as a result of pre-bid discussions, the same should be broad based and have the approval of the Competent Authority. Accordingly, a corrigendum to the original tender is to be issued and advertised on the SAIL Tender website/ e-Procurement site (For online Tendering).

Submission of bids shall be allowed only after pre-bid discussions or after issue of corrigendum wherever necessary. The date after which submission of bids shall be allowed should be mentioned in the tender itself or in the corrigendum if such corrigendum is issued after pre-bid discussions. The copy of corrigendum may also be sent to all bidders who had participated in the pre-bid discussions. Sufficient time (at least 2 weeks) may be given between pre-bid discussions and submission of tenders.

6.20 CONSTITUTION OF TENDER COMMITTEE

- 6.20.1 For high value purchase orders/ contracts costing ₹2 Crores and above, the Tender Committee should be constituted with the approval of the Competent Authority, at least seven days before opening the tender so that the copy of offer after its opening can be forwarded quickly to the concerned agency/ members for scrutiny. Tender Committee should have representatives from (i) Indenting Department, (ii) MM Dept./ Contract Cell/ Contracting Department, (iii) Finance Department {Associate Finance, where other Finance Officer(s) are not available}, (iv) Centralized Maintenance Agency or any other representative as decided by the Competent Authority.

Tender Committee is to be constituted based on the estimated value of the indent. The same Tender Committee should continue irrespective of the L-1 price. However the ordering price is to be approved by the Competent Authority as per DOP.

For purchase orders/ contracts costing less than ₹2 Crores, the scrutiny and recommendations should be in accordance with the prevailing guidelines and as per DOP. Plants/ Units can have standard Tender Committee for cases below ₹2 Crores as a Policy.

6.20.2 The functions of the Tender Committee would be as under:

- a) Tender Committee, if required, may constitute Technical Evaluation Committees (TEC) & Commercial Evaluation Committees (CEC) and also sub-committees, if required, in consultation with the TEC & CEC. The TEC & CEC shall function concurrently. If no TEC & CEC has been constituted then function of TEC & CEC, as mentioned below, is to be done by TC.
- b) To monitor the progress made by the TEC & CEC and Consultants.
- c) To examine the recommendations of TEC & CEC and Consultants.
- d) To take decision to open the price bids (physical or online) or to conduct RA, for determination of L-1 Bidder, after freezing the Technical & Commercial conditions, provided the number of offers at this stage is equal or more than X+2 or approval for opening less than X+2 exist. In case of RA, TC to also decide the strategy of Reverse Auction (if price discovery through RA is already indicated in Tender Document).
- e) To evaluate the price offers, conduct negotiation with L-1 tenderer, if required, under exceptional situations after taking approval of Competent Authority and shall put up the recommendations of order placement to the Competent Authority after justifying the reasonability of the price.

The Committee should complete the scrutiny and give the recommendations to the Competent Authority within a period of three months from the date of opening of the tender or one month from the date of receipt of recommendations from the Technical & Commercial Evaluation Committees.

6.20.3 The functions of the Technical Evaluation Committee (TEC) would be as under:

- a) To scrutinize the Technical part of the tender and the recommendations of the consultants/ Technical Evaluation Sub-Committee, if any;
- b) To conduct clarification meetings with the tenderers;
- c) To evaluate the performance of on-going work/ contract, if any in SAIL including Subsidiaries;

- d) To give the recommendations to the Tender Committee;
- e) To assist the Tender Committee, if required.

The TEC should complete the scrutiny and submit the recommendations to the Tender Committee within a period of two months from the date of opening of the tender.

6.20.4 The functions of the Commercial Evaluation Committee (CEC) would be as under:

- a) To scrutinize the Commercial part of the tender and the recommendations of the Consultants or Commercial Evaluation Sub-Committee, if any;
- b) To conduct clarification meetings with the tenderers;
- c) To give the recommendations to the Tender Committee.;
- d) To assist the Tender Committee, if required.

The CEC should complete the scrutiny and submit the recommendations to the Tender Committee within a period of two months from the date of opening of the tender.

6.21 The HOMM of Plants/ Units shall decide the requirement of Performance Bank Guarantee in Purchase cases, if required, and the same shall be indicated in the NIT.

7.0 RECEIPT AND OPENING OF OFFERS

7.1 The following shall be the recognized methods for receipt of tender:

- i. Tenders received by Post;
- ii. Tenders received by Courier service;
- iii. Tenders received through Tender Box. Location of the Tender Box is to be indicated in the Tender Document;
- iv. e-Platforms, i.e. EPS, SRM etc.

7.2 Tenders received by post shall be sorted out according to the date of tender opening and be given to the concerned executives of MM Dept./ Contract Cell/ Contracting Department.

7.3 FAX/ verified e-mail quotations (only in cases of single part tenders) may also be considered as valid quotations if mentioned in the RFQ and if received till the last date/ time of submission of tender and indicate

item-wise prices, specifications and delivery schedule. However, EMD, wherever applicable, is to be submitted prior to the opening of tender.

- 7.4 Except e-tenders, all tenders shall be opened centrally and jointly by an officer each from MM Dept./ Contract Cell/ Contracting Department and Finance Department. This provision shall not apply to Single Tender Enquiries. The Plant/ Unit shall fix the days in a week and time for tender opening of different categories/ values.
- 7.4.1 The single part quotations of the tenderers on whom it has been decided to place trial orders only, shall not be opened at this stage. Such quotations shall be opened only after placement of orders on regular offers. However, in case of 2/3 part quotations, the techno-commercial parts of such tenderers will be opened for evaluation/ negotiations but the price bids will not be opened. The procedure for placement of orders on trial basis is explained in Para 12.0.
- 7.5 The tender box/ e-tender shall be opened immediately after specified closing time on the last day of submission of tender. The Tender Box shall be opened in the presence of an executive of MM Dept./ Contract Cell/ Contracting Department, in-charge of tender opening for the day.
- 7.6 All tenders received by post/ fax/ e-mail/ courier or through tender box, shall be sorted out by the Administration Section/ Tender Opening Cell in the presence of the tender opening officers, assigned for the purpose and put up for opening after listing in the prescribed register.
- 7.7 For opening the tenders, a minimum of $X+2$ offers should have been received ('X' is the number of supplier/ contractor on whom order is to be placed). The dealing executive will inform the Tender Opening Cell, the minimum number of offers required in each case. In case of 2/3 part quotation, there should be minimum $X+2$ techno-commercially acceptable offers in all cases provided that:
 - (a) In case of open/ global tenders, if less than the specified $X+2$ numbers of offers are received; same can be processed (i.e. offers can be opened) without going for re-tender/ tender opening date extension after taking approval of the authority one stage higher than the authority competent to approve the enquiry proposal or Chief Executive or alternatively TOD can be extended or case can be retendered with the approval of Competent Authority.

- (b) In case of LTE, if less than specified X+2 number of offers are received in the first attempt, a second attempt may be made by inclusion of new vendors or extension of due date if there is no scope of adding new vendors. In case adequate number (X+2) of offers are not obtained even in response to the second attempt, the offers received shall be processed after taking approval of the authority one stage higher than the authority competent to approve the enquiry proposal. Where the Approving Authority of enquiry proposal is the Chief Executive Officer of the Plant/ Chief Executive of the Unit, the Approving Authority for processing the case where offers received are less than X+2 shall also be the Chief Executive Officer of the Plant/ Chief Executive of the Unit, who shall have full powers to approve such proposals.
- 7.8 Offers received against Single Tender cases can be opened before or after the tender opening date by the dealing executive of MM Dept./ Contract Cell/ Contracting Department. Where the offer is received after the tender opening date such offer will not be considered as late/ delayed offer in respect of STEs.
- 7.9 For the purpose of opening, physical tenders shall be classified into following categories:
- i. **Regular Tender:** Received within the due time and date prescribed in the tender notice issued by MM Dept./ Contract Cell/ Contracting Department against Limited Tender/ Open Tender/ Global Tender.
 - ii. **Late/ Delayed Tender:** Tenders received after the due date and time of receipt prescribed in the tender notice issued by MM Dept./ Contract Cell/ Contracting Department against Limited Tender/ Open Tender/ Global Tender.
 - iii. **Unsolicited Tenders:** Tenders submitted by firms to whom tender enquiries were not issued or tender received from firms who have neither purchased tender papers nor paid the tender fee for downloaded tenders, in case of advertised tenders.
- 7.10 Regular tenders (physical or online) shall be opened on the appointed date and time of tender opening.
- 7.11 Delayed/ Late Tenders will not be opened.
- 7.12 Unsolicited tender after opening will not be considered. However, in case of LTE issued to registered manufacturers, a tender received

from the authorized dealer of the registered manufacturer along with the authorisation letter of the manufacturer to whom the enquiry was originally issued shall not be considered as unsolicited. Para 5.3.7 may also be referred.

- 7.13 In the event of a 2/3 part tender received in only one part and not meeting the requirement of separate sealed covers, the tender shall not be considered.
- 7.14 Any modification to the original tender by the bidder on its own excluding the changes made during pre-bid discussions or during techno-commercial discussions, after due date of tender opening shall also be treated as unsolicited and rejected.
- 7.15 Tenders not accompanied by requisite Earnest Money Deposit/ Earnest Money Deposit not received before opening of Tender in case of e-tender, where Earnest Money Deposit is stipulated in the tender condition, shall be treated as invalid.
- 7.16 Limited Tenders for indent value of ₹10 Lakhs and above, and Open Tenders shall be opened in the presence of such tenderers who might choose to be present at the time of opening. Signatures of the authorised representatives of the firms present during tender opening shall be obtained. The following information depending upon the part of quotation opened, shall be given to the tenderers present during the opening:
 - i. Names of all the tenderers;
 - ii. Details of items offered;
 - iii. Prices, including discount, if any, and other elements;
 - iv. Delivery period;
 - v. Terms of payment.
- 7.17 In case a person represents more than one tenderer, while witnessing the tender opening, it should be recorded in the file to examine the possibility of cartel formation and remedial action.
- 7.18 Where tenders are issued in 2/3 parts, only the techno-commercial bids (including that of trial parties) shall be opened on the tender opening date. The price bid shall not be opened, till the receipt of final technical/ commercial recommendations from the Indenter/ Consultants/

Evaluation Committee. In case of physical Price Bid, the same shall be kept under lock and key, after signing on the envelopes (where submitted in physical form). In case, the quoted techno-commercial bids are in conformity to that of the tender, the price bids received shall be considered for opening. In case the techno-commercial bids need to be discussed and clarified by the tenderers, clarification meetings should be held with them in accordance with Para 9.2.3.

- 7.19 All the correspondence in respect of clarifications/ confirmations, whether it be technical or commercial shall be dealt through MM Dept./ Contract Cell/ Contracting Department only till the final placement of order. Thereafter, while routine follow up shall be done by the executing agency under intimation to the MM Dept./ Contract Cell/ Contracting Department, all the matters having financial/ commercial implications will still be dealt with by MM Dept./ Contract Cell/ Contracting Department only.
- 7.20 Wherever tender has been invited in physical form, at the time of tender opening, each page of the original quotation shall be signed by the tender opening executives with date. Alterations, over-writings or corrections shall be initialed with date.
- 7.21 Wherever basic price or discount, etc., are indicated only in figures and there is any over writing, such figures shall be mentioned in words and duly signed by the tender opening executives.
- 7.22 Any columns left blank by the tenderers in their quotation shall be crossed out by the tender opening officers and duly initialed.
- 7.23 Each original quotation must be numbered as Y/X where Y will be the running serial number of the pages in the quotation, X will be the total number of pages in the quotation received.
- 7.24 All the envelopes including the postal envelopes should also be signed and kept in file.
- 7.25 The details of tenders received shall be recorded in the proforma prescribed, duly signed by the tender opening officers.
- 7.26 Information regarding receipt of earnest money deposit wherever applicable, or otherwise, shall be recorded.
- 7.27 Where for any reason the due date and/ or time of opening the tenders is extended, the concerned executive shall intimate all the firms to whom the tender papers had been sent irrespective of the number of

quotations already received, the revised tender opening date and time.

- 7.28 Where party/ parties request(s) for extension in tender submission date and/ or time, the extension may be allowed with the approval of Competent Authority for recorded reasons.
- 7.29 Where documents like work experience certificates, PAN and partnership deed etc., are called for in tender evaluation, the receipt of these shall be ensured and such documents shall be considered by the Tender Committee as part of the total tender.

7.30 RETURN OF UNOPENED PRICE BIDS (FOR PHYSICAL PRICE BIDS)

The unopened hard copies of price bids of the parties whose offers have not been techno-commercially accepted and it has been decided that price bids of such parties will not be opened, such unopened price bids should be returned to the parties within 10 days from the date of price bid opening. In addition to the price bids, invalid, unsolicited and late offers are also to be returned to parties within 10 days of tender opening.

8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1 Earnest Money Deposit is aimed at protecting the organization against irresponsible offers but should not be so high as to discourage tenders. EMD should be taken in all cases of open tender and in case of LTE wherever considered necessary. Non requirement of EMD/ reduced EMD*, if any, in open tender should be decided on case to case basis by the Head of MM Dept./ Contract Cell of Plants/ Units with the approval of Competent Authority. The amount of EMD is to be specified in the tender document in terms of absolute value as per the following indicative schedule.

Tender Value (₹)	Earnest Money Deposit (₹)
Upto 1 lakh	1,000
Above 1 lakh to 10 lakhs	5,000
Above 10 lakhs to 50 lakhs	15,000
Above 50 lakhs to 2 crores	1 lakhs
Above 2 crores to 10 crores	5 lakhs

* In case where the techno-commercially acceptable vendors are frozen for an extended period of time and price bids are taken on a periodic basis, EMD amount shall be based on the estimated value of the particular price discovery cycle.

Tender Value (₹)	Earnest Money Deposit (₹)
Above 10 crores to 25 crores	10 lakhs
Above 25 crores to 50 crores	20 lakhs
Above 50 crores to 100 crores	35 lakhs
Above 100 crore to 250 crores	70 lakhs
Above 250 crores to 500 crores	150 lakhs
Above 500 crores to 1000 crores	300 lakhs
Above 1000 crores	500 lakhs

- 8.2 Micro & Small Enterprises (MSEs)/ PSUs/ Government Undertakings and Co-operative Societies/ Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP) etc., may be exempted from submission of EMD as per extant Government policy. For MSEs, the exemption will be extended on the basis of self-certified copy of Udyog Aadhar Memorandum (UAM) provided the concerned MSE is also registered in the MSME databank and MSE is registered for given scope of job/ procurement. SSI/ NSIC certificate holders are also exempted from submitting EMD and should submit a copy of valid Entrepreneurs Memorandum, if available.
- 8.3 **Acceptable Modes of EMD:** Earnest Money Deposit may preferably be submitted in the form of online transfer - NEFT, RTGS, SWIFT. The proof of such transfer/ transaction needs to be submitted with the offer in the envelope titled Earnest Money Deposit. However, EMD will also be accepted in the form of demand draft, pay order, Banker's Cheque or Bank Guarantee (BG) from any Scheduled Commercial Bank except Co-operative and Gramin Bank. The tenderers should be asked to submit EMD in a separate envelope and not to enclose the same with any part of the quotation. No request for adjustment of earlier dues in place of EMD should be entertained. EMD will not be accepted in cash.
- 8.3.1 For contract cases Plants/ Units may give option to the registered contractors for deposition of one time nonadjustable EMD to be decided locally with the approval of Chief Executive Officer of the Plant/ Chief Executive of the Unit. However, no interest shall be payable on such deposits.
- 8.3.2 **For all types of Procurement (Purchase as well as Contract) cases**
- 8.3.2.1 In place of EMD, Bidders may require to sign a Bid Securing declaration

accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit bids for contracts. A format for Bid Security Declaration is attached at **Appendix-1**.

- 8.3.2.2 If EMD has been taken, the decision on the tender is delayed by more than 30 days from the last date of receiving the bids, the EMD should be returned and declaration for Bid Security may be obtained as depicted at Para 8.3.2.1 above.

8.4 RETURN OF EARNEST MONEY DEPOSIT

- 8.4.1 In the event the tender of any party is rejected during the course of Techno-Commercial Scrutiny and Evaluation, the EMD should be returned to such tenderer within seven days from the date of rejection of its offer.
- 8.4.2 In cases where number of sources are pre-decided in NIT as Single Source, the EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within fifteen (15) days from determination of L-1 tenderer.

In cases where number of sources are pre-decided in NIT as Multiple Sources, the EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within fifteen (15) days from the date of issue of LOA or Purchase Order, where LOA is not required to be issued.

- 8.4.3 If EMD is not adjusted against Performance Guarantee/ Security Deposit as per terms & conditions of the tender, the EMD of the successful bidder shall be returned within fifteen (15) days of submission of Performance Guarantee/ Security Deposit as per contractual terms or thirty (30) days of successful completion of contract, whichever occurs earlier.

9.0 SCRUTINY OF QUOTATIONS

9.1 SINGLE PART QUOTATIONS

- 9.1.1 In case of single part quotations (i.e., when the Technical/ Commercial terms are firm and not subjected to negotiations and only LTE has been raised as explained under Para 6.1) the quotations after opening and

scrutiny about their completeness, shall be forwarded to the indenter wherever required or the Tender Committee within two days from the date of opening by the MM Dept./ Contract Cell/ Contracting Department for recommendations on specified forms after technical and commercial scrutiny.

- 9.1.2 The Indenter will send to the MM Dept./ Contract Cell/ Contracting Department its clear-cut recommendations, either for placement of order/ award of contract/ negotiation/ cancellation, within seven days from the date of receipt of tender by the Indenter, after taking approval of Competent Authority. Where the estimated prices and finally assessed value based on actual prices is beyond the permissible range of variation, the Indenter should specifically comment on the basis of his estimation and the reasonableness of quoted price.

In case the Tender Committee is to give the recommendations for placement of order/ award of contract/ negotiation/ cancellation on receipt of quotations/ tenders, the Tender Committee will send its recommendations for approval of the Competent Authority, for placement of order/ award of contract.

- 9.1.3 The parties who quote as per the tendered specifications/ commercial terms will not be rejected on the basis of incapability in case of LTE since LTE is issued to proven registered parties only. However, the quotations which do not conform to the tendered specifications/ commercial terms (including the conditional offers) will be rejected.
- 9.1.4 No change in specifications shall be done at Tender Scrutiny stage. In case of any change in specifications, re-tendering will have to be resorted to.

9.2 2/3 PART QUOTATIONS

- 9.2.1 The techno-commercial bids after its opening as per Para 7.18, shall be evaluated by the Indenter/ Tender Committee and wherever applicable, comments/ recommendations of the Consultants would be obtained. Indenter shall scrutinize the technical part and MM dept./ Contract Cell/ Contracting Department shall scrutinize the commercial part of the bids. A comparative statement of techno-commercial scrutiny of all the tenders shall be prepared by the Indenter/ Tender Committee, as the case may be, and given along with its recommendations to the MM Dept./ Contract Cell/ Contracting Department within seven days of the receipt of the techno-commercial bids.

- 9.2.2 The Technical & Commercial Evaluation Committees may discuss the techno-commercial bids with the tenderers. After completion of discussions and freezing the techno-commercial conditions, the Technical & Commercial Evaluation Committees shall submit their recommendations to the Tender Committee. After due deliberations, the Tender Committee shall decide to open the valid price bids for final evaluation of the tender including the price and submit its recommendation for the approval of the Competent Authority for placement of order/ award of contract to the suitable tenderer or for negotiation with L-1 tenderer giving proper justifications or for cancellation of tender for recorded reasons.
- 9.2.3 During clarification meetings with the tenderers and clarifications/ confirmations/ details being sought from the tenderers, the basic features of the scope of supply/ job, specifications and the technical & commercial conditions stipulated in the tender specifications/ documents should not be changed. However, if details of the scope of supply/ job, work, specifications, techno-commercial terms & conditions are not provided/ described clearly in quotation, the same should be sought from the tenderers during clarifications meetings. After techno-commercial discussions & clarifications with the tenderers and freezing of the techno-commercial specifications/ conditions, the tenderers should be advised to confirm the validity of their price bids already submitted. In case, tenderers desire to update their price bids citing reasons, it should be properly deliberated by the tender committee and may be permitted only under exceptional circumstances to be recorded in writing and with the approval of the Competent Authority. However, in such cases, all the techno-commercially acceptable tenderers may be permitted to submit incremental/ decremental/ revised price bids with respect to their original price bids by a fixed date and time. If additional items have been included after techno-commercial discussions, tenderers may be asked to submit a separate price bid for the additional items only and price evaluation done accordingly.

The initial price bid and revised price bid/ increment-decrement shall be opened together.

- 9.2.4 In case where the techno-commercially acceptable vendors are frozen for an extended period of time and subsequently price bids are taken on a periodic basis, new vendors may be permitted to submit their techno-commercial bids. For Limited Tender cases, the credentials of the new

party may be got verified before allowing submission of the techno-commercial bid. In case of open tender, such tenders should be kept alive in the website for such procurement period. Bid of the new vendor can be evaluated and in case the bid is found to be suitable the same shall be considered for price bid opening/ reverse auction along with the regular panel of suppliers in the subsequent price discovery cycle.

- 9.3 In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by SAIL, in respect of capabilities and performance of the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation/ tender submitted by such tenderer is liable to be rejected on the basis of recorded reasons and with the approval of the Next Higher Authority/ Chief Executive Officer of the Plant/ Chief Executive of the Unit. If such report is received after opening of the price bids, then also the quotation/ tender of that tenderer is liable to be rejected after recording the reasons and with the approval of the Next Higher Authority/ Chief Executive Officer of the Plant/ Chief Executive of the Unit.

9.4 OPENING OF PRICE BIDS

- 9.4.1 After completion of the techno-commercial scrutiny, as explained in Para 9.1 and Para 9.2, the price bids shall be opened and evaluated. Prior to price bid opening, if approval for opening of less than $X+2$ offers has already been taken at techno-commercial bid opening stage and no further rejection of offers has taken place after techno-commercial evaluation, no further approval is required for price bid opening from the Competent Authority {as defined in Para 7.7(a)}. However, in case some offers are rejected during techno-commercial stage, then approval of Competent Authority {as defined in Para 7.7(a)} is to be taken again for opening the price bid.

If $X+2$ or more number of offers were available at the techno-commercial bid opening stage and there are less than $X+2$ offers for price bid opening, prior approval of authority one stage higher than the authority competent to approve the enquiry proposal or Chief Executive shall be taken.

9.5 COMPARATIVE STATEMENT OF PRICE BIDS

- 9.5.1 The Comparative Statement shall indicate the item wise prices, rebates (if any) taxes, duties, packing & forwarding charges, freight & insurance, etc., as applicable for all the accepted tenderers. The factors and the

method of their application, which have been prescribed in the tender documents (Ref. Para 6.5) will be used while working the overall price in the Comparative Statement. If any additional factor has emerged during techno-commercial clarifications meetings, to be adopted for evaluation of the tenders, then in that case an opportunity should be given to all the tenderers to confirm such an additional factor to be considered for evaluation of tenders.

- 9.5.2 To arrive at a comparable landed cost at the Plant, relevant IPSS for tender evaluation for stores & spares shall be followed.
- 9.5.3 The evaluated prices as per Paras 9.5.1 to 9.5.2 worked out in the comparative statement for different tenderers will be ranked as L-1, L-2, L-3.....L-1 being the lowest. The estimated price, as per the indent and its percentage variation from the total quoted price worked out as per comparative statement for each tenderer, will also be recorded in the comparative statement.
- 9.5.4 The evaluated price of the L-1 tenderer should be compared with the estimate and the reasonability of the offered price may be examined by the Tender Committee/ Committee comprising the representatives of Purchase, Indenter and Finance. The committee may seek advice of the agency who has prepared the estimates on the reasonability of the estimates.
- 9.5.5 If some or all the items in the tender are parts of the same assembly/ sub-assembly or otherwise identified as matching/ complimentary parts by the Indenter in the indent (in case of job contracts if some or all the items of work tendered are to be executed by one contractor only) as explained in Paras 2.2.5 and 2.3.3, overall quoted price of all such items/ jobs will be considered while preparing the comparative statement.
- 9.5.6 For capital sanction/ AMR cases, the technical evaluation shall be done by the specified agencies/ consultant and final recommendations shall be forwarded to MM Dept./ Contract Cell/ Contracting Department.

10.0 PURCHASE/ CONTRACT PROPOSAL

- 10.1 As a policy each Plant/ Unit will fix the (+) range for purchase proposals & (\pm) range for contract proposals for deviations in the estimated price for acceptance of the total evaluated price of tenderers as worked out in the Comparative Statement. This range may be different for different

types of indents as well as for different values of indents. The approval of Chief Executive Officer of the Plant/ Chief Executive of the Unit shall be taken on such ranges of deviation from the estimated price, which may be reviewed once in a year.

- 10.2 In case order is to be placed on one party only and the L-1 tenderer is within the specified range of estimated price, proposal for placement of order on L-1 tenderer will be made and processed.
- 10.2.1 In case, none of the tenderer as indicated in Para 10.2, has offered full quantity/ scope of work, then after taking approval of NHA and recording the reasons for not retendering the case, processing of tender is to be done including opening of price bid. After determination of L-1 tenderer, he may be asked to confirm full/ increased quantity/ scope of work; and the quantity/ scope of work so confirmed shall be ordered on that party. This will be subject to meeting satisfactory capacity/ performance criteria. The balance quantity/ scope of work, if any, can be ordered as follows:
- All the remaining technically and commercially acceptable tenderers be asked to offer maximum quantity up to the uncovered quantity/ scope of work and match L-1 price. Offers of such tenderers who match L-1 price may be accepted for the quantity/ scope of work offered by them in order of their rankings.
 - If the full quantity/ scope of work is still not covered at L-1 price after step (a) above, the balance quantity/ scope of work can either be re-tendered or cancelled with the approval of the Competent Authority as per DOP.
- 10.3 In case the order is to be placed on more than one tenderer as specified in the indent/ Tender Document and the L-1 price is within the approved limits of estimate, then the tenderers will be asked to match their prices with L-1 rate for distribution of the items/ jobs to be ordered. Only the tenderers, who agree to match their prices with L-1 rate, will be considered for the distribution of order as per their original ranking.
- 10.3.1 For splitting the order quantity/ scope of work among more than one tenderer, the basis will be their original rankings as per the comparative statement. The allocation will be in the descending order with L-1 getting the highest share. The distribution pattern for splitting the order into 2/3/4 parties will be broadly as indicated below:

In case of distribution for Ratio for Original Ranking L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8 :

Two parties	:	70:30
Three parties	:	60:25:15
Four parties	:	50:25:15:10
Five parties	:	40:25:15:10:10
Six parties	:	35:20:15:10:10:10
Seven parties	:	30:20:10:10:10:10:10
Eight parties	:	25:15:10:10:10:10:10:10

However, capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources. In addition to the above, in case more than one party has the same rank, then their share will be added and equally distributed. For example, if distribution is to be made among six parties and two parties have the same ranking of L-2 i.e. the original rankings are L-1, L-2, L-2, L-3, L-4, L-5, then from the above table, the distribution shall be:

L-1 35%	
L-2 17.5%	i.e. $\frac{20+15}{2} = 17.5\%$
L-2 17.5%	
L-3 10%	
L-4 10%	
L-5 10%	

Similarly, if three parties have the same ranking, viz. L-1, L-1, L-1, L-2, L-3, L-4, then the distribution shall be:

L-1 23.33%	
L-1 23.33%	i.e. $\frac{35+20+15}{3} = 23.33\%$
L-1 23.33%	
L-2 10%	
L-3 10%	
L-4 10%	

However, in case of tie among the same ranking parties, i.e., in a situation where ranking is L-1, L-1, L-2, L-3, L-3, L-3, L-4, and only four parties are to be considered for placement of order, the distribution shall be:

L-1 37.5%	i.e. $\frac{50+25}{2} = 37.5\%$
L-1 37.5%	
L-2 15%	
L-3 10%	

L-3 10% and only one party among the three L-3 parties to be selected through draw of lot in the presence of their representatives.

- 10.3.2 In case more than one tenderer is qualifying as L-1, after price evaluation and the order is not to be split, the placement of order shall be done after obtaining reduced revised price bid from the L-1 tenderers and if still there is a tie among L-1 tenderers then to discover the final L-1, draw of lots shall be held in presence of the tenderers who chose to be present.
- 10.4 For job contract cases, if tenderer quotes unworkable rate i.e. the L-1 price is not reasonable (less than the lower limit of the estimated price) as compared to the estimated price (Refer Para 6.12), the tenderer (including all other tenderers under split order which match with L-1 price or prices considered for placement of order are less than the lower range of estimated price), will be asked to justify the rates quoted. On non-acceptance of justification/ refusal of the same, the tenderer will be asked to furnish Performance Guarantee Bond equal to the amount which will be the difference between lower limit of estimated price and the quoted price of tenderers. In case the tenderers refuse to comply with this, action will be taken as per Para 6.12 with the approval of the Next Higher Authority/ Chief Executive Officer of the Plant/ Chief Executive of the Unit on submission of recorded reasons.

In case the L-1 tenderer is able to justify his rate, and found to be workable by the tender committee, or credentials of the party are established, then Performance Guarantee Bond may be waived with the approval of Next Higher Authority/ Chief Executive Officer of the Plant/ Chief Executive of the Unit.

The Performance Guarantee Bond, wherever required, should be taken in the form of Bank Draft/ Bank Guarantee from any scheduled

commercial bank except Co-operative & Gramin Bank only. In case the contractor has any outstanding amount with the company against a different tender, the same should not be adjusted for this purpose.

- 10.5 Wherever voluntary reduction in prices is received after opening of the price bid and/ or after the expiry of time limit fixed for re-bids, such reduction in price will not be taken into account for the purpose of evaluation and ranking for placement of order, while making the purchase/ contract proposal. Appropriate recording shall be made in the file to this effect.
- 10.6 Where the voluntary reduction in price is given by a tenderer, who is otherwise eligible to get order on the basis of bids received before the scheduled date and time, the order would be placed at a price taking into account the voluntary reduction offered by the party.
- 10.7 Any purchase preference to MSEs/ Local MSEs/ Ancillary Units/ PSUs/ Government Organisations/ Startups as recognised by Department of Industrial Policy & Promotion (DIPP) shall be based on the extant guidelines issued by Government of India. Additionally, "Minimum Local Content (LC)" as described in the Public Procurement (Preference to Make in India) Order 2017 (Revised on 29.05.2019) and subsequent amendments, if any, shall be applicable.
- 10.8 The proposal for purchase preference to PSUs/ Government Organisations shall be based on the extant guidelines issued by the Government of India.
- 10.9 Besides giving preferential treatment to MSEs in terms of exemption of EMD and fee for tender document, purchase preference is also to be given to MSEs as per extant guideline of Government of India.

11.0 PRICE NEGOTIATIONS

- 11.1 There should be no post tender negotiations with L-1 except in certain exceptional situations. Such exceptional situations would include, procurement of proprietary items, items with limited source of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time. The justification and details of such negotiations, wherever feasible, should be maintained online.
- 11.2 Negotiations, if required, should be conducted with the L-1 bidder only, with the approval of Competent Authority. Reasons must be recorded by

the authority/ Tender Committee/ Indenter recommending negotiations. Negotiations should be held by the Tender Committee/ Committee consisting of executives from MM Dept./ Contract Cell/ Contracting Department, Indenting Department and Finance Department. The Committee must record reasons and outcome of the negotiations.

11.3 Where quantities are to be distributed on multiple parties, the other parties L-2, L-3, L-4... ...need to match the L-1 prices. The matching of prices, to avoid placement of order on differential price, shall not be treated as counter offer or negotiation.

11.4 In case L-1 backs out, re-tendering should be resorted to in a transparent and fair manner without considering the backed out tenderer.

Besides forfeiting the EMD submitted by the said tenderer, the tenderer shall be kept under hold without issue of tender enquiries up to next one year including barring participation in open tenders with the approval of concerned HOD.

11.5 For cases up to ₹20 lakh (₹80 lakh for import cases), asking for discount through correspondence shall also be permissible.

11.6 Order on more than one party shall be considered only if such stipulation was made in the NIT as explained in Para 6.10.

11.7 During price negotiations, changes in the already decided techno-commercial terms shall not be allowed and no increase in price is permitted.

11.8 The negotiations and decision for placement of order must be completed within the validity period of the offers. Wherever necessary, the extension of validity period by the parties concerned should be ensured.

12.0 TRIAL PURCHASE/ WORK ORDER

12.1 The total quantity to be ordered on trial basis shall be determined and approved at the time of issue of tender. Tender enquiry for trial order may be issued only with the approval of Head of MM/ Contract Cell/ Contracting Department subject to approval of Competent Authority as per DOP.

12.2 After evaluation/ negotiation of techno-commercial bids as explained in Paras 9.2.1 and 9.2.2, technically suitable parties will be selected for consideration for placement of trial order.

- 12.3 The price bids of the above mentioned technically suitable trial parties shall be opened and evaluated as explained in Para 9.4. The evaluated price of trial parties will be ranked as TL1, TL2, TL3.... where TL1 is the lowest evaluated price.
- 12.4 If the evaluated TL1 price is less than or equal to the established L-1 rate (received against regular tender for the same item), then the trial order for the approved quantity will be placed.
- 12.5 In case trial order is to be distributed among more than one trial parties, the other trial parties will be asked to match their prices with TL1 and then the trial quantity will be distributed as per table given in Para 10.3.1. However each party should be given the minimum trial quantity and in case this necessitates increase in trial quantity the same may be considered.

No risk purchase action shall be taken in trial cases.

Detailed trial procedure may be formulated by the individual Plants/ Units.

- 12.6 If TL1 price is more than the established L-1 rate, the trial parties in order of their ranking who accept L-1 rate will be considered for placement of trial order as per Paras 12.4 and 12.5.

13.0 ISSUE OF ORDER FOR PURCHASE/ JOB CONTRACT

- 13.1 The order shall be placed in the standard proforma (designed by respective Plants/ Units) after obtaining approval of the Competent Authority as per DOP. The order shall be placed within the validity of the offer.
- 13.2 The escalation/ variation clause, where envisaged or insisted upon, should be carefully drawn up to avoid disputes at a later stage and does not give undue benefit to the Suppliers/ Contractors. The basic elements on which escalation is agreed upon constituting the price at the time of placement of the order should be verified and their authenticity confirmed and the escalation formula and the authentic index to be relied upon for this purpose should be clearly laid down. Base date for providing escalation/ de-escalation should be properly indicated in tender documents.

- 13.3 All orders should be self-contained and should have proper stipulations like Payment Terms, Liquidated Damages and Risk Purchase/ Contract clauses, etc. to ensure timely supply of the material/ execution of jobs.
- 13.4 In case a party is selected to supply material/ execute a job contract at higher price against a subsequent tender, but whose supply of the material/ execution of job contract against the earlier order at lesser price is not yet complete for reasons attributable to the Supplier/ Contractor, it will be ensured that the supplies are made/ jobs executed first against the earlier order before being considered against the subsequent order.
- 13.5 The time for award of contract should not ordinarily exceed D+30 working days, where D is the date of determination of L-1 bidder. For this, after examining the reasonability of the discovered L-1 price with proper justification, Purchase or Contract Proposal, as the case may be, should be put up to the Competent Authority within the following:
- D+7 working days from the date of determination of L-1 bidder, in normal situations, where no negotiation was required to be held.
 - D+21 working days from the date of determination of L-1 bidder, in exceptional situations where negotiation(s) with the L-1 bidder were also held.
- For Project cases, wherever multi-stage approval from Higher Authorities are required, over and above the D+30 working days as above, an additional maximum of 15 days should be assigned for clearance at each level or a maximum of total 60 days, whichever is less.
- 13.6 Any order placed/ work awarded on Single Tender/ nomination basis valuing ₹1 Crore & above shall be reported to SAIL Board on quarterly basis. Plants/ Units to evolve their own system for such reporting. Internal Audit is required to check at least 10% of such cases.
- 13.7 POSTING OF POST CONTRACT DETAILS**
- All post tender contract details above ₹5.0 lakhs should be posted on SAIL Tender website as well as CPP Portal as per the extant provisions/ direction of the Government of India.
- 14.0 EXTENSION OF DELIVERY/ CONTRACT PERIOD AND LIQUIDATED DAMAGES (LD)**
- 14.1 Liquidated Damages shall be levied against Suppliers/ Contractors in case of delay in supply of materials/ execution of contract beyond the

date of delivery/ completion of job specified in Purchase Order/ Contract. If the delay in completion of supply/ execution of job is attributable to SAIL or *Force Majeure* only, liquidity damages will not be levied.

- 14.2 Extension of delivery/ pre-ponement of contract period may be granted by the Competent Authority as per DOP.
- 14.3 For the portion of delay which is attributable to SAIL/ *Force Majeure* or to the Supplier/ Contractor, the case shall be dealt with as follows:

A. Delay attributable to SAIL/ Force Majeure

LD	Not Applicable
Taxes & Duties	Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible/ availed of.
Price Variation	Price variation, if indicated in the Purchase Order/ Contract, shall be applicable during such extended period.

B. Delay is attributable to Supplier/ Contractor

LD	Applicable
Taxes & Duties	Increase/ fresh imposition of taxes and duties during the extended period will be to the account of the party. However, the same will be admissible to the extent for which Input Tax Credit (ITC) is admissible against these levies. Any decrease in taxes and duties during the extended period will be availed of.
Price Variation	Price variation, if indicated in the Purchase Order/ Contract will be applicable for the quantity supplied/ work performed within the scheduled period of Purchase Order/ Contract. For supplies made/ work executed during the extended delivery period, the rates as prevailing on the last day of the scheduled delivery/ contract period only may be paid with the approval of the Next Higher Authority. De-escalations/ reductions, if any, which takes place, shall have to be passed on to SAIL.

- 14.3.1 For Project/ AMR cases, relevant clause of SBD may be referred to.

15.0 AMENDMENTS TO PURCHASE/ CONTRACT ORDER

Amendments to the Purchase/ Contract Order should be rare. In exceptional cases, amendment may be issued for the recorded reasons with the approval of Competent Authority as per DOP.

16.0 PAYMENT TERMS

- 16.1 Payments should be made strictly according to terms & conditions as indicated in Purchase Order (PO)/ Contract. Deviation, if any, in payment terms should be approved by Competent Authority with the concurrence of Head of Finance of respective Plant/ Unit.
- 16.2 In case where delivery period has expired, documents sent through Bank should be released only on approval of the Competent Authority based on recorded reasons. Such approval should be obtained within two working days. In the case of payments through Bank, the Accounts Department after receipt of necessary advice from the concerned Bank will make payment to the Bank as per the terms of Purchase Order. In case the Accounts Department finds any discrepancy and is not able to get the documents released within two days, they will seek the instructions of MM Dept./ Contract Cell/ Contract Operating Department in writing and act accordingly. The documents thus received should be handed over to the Stores Department under intimation to the MM Dept.
- 16.3 Before release of final payment, the following should be ensured by the Accounts Department except where 100% payment is made through LC/ Bank against dispatch documents or 100% against proforma invoice.
- i) The material both in quantity & quality and specification has been duly received as stipulated in the Purchase Order and has been taken on record by the Stores Department, evidenced by GARN and/ or other specified documents.
 - ii) The recoveries which are to be made from the party, have been made.
- 16.4 Running Account bills if payable as per contract and submitted by the contractors will be certified by the Operating Authority for the quality and volume of work executed and recorded in the Measurement Book. Bills of work executed by the contractor shall be jointly signed

by the Operating Authority or his authorized representative and the contractor. These running bills will be sent to Finance for payment by the Operating Authority under acknowledgment obtained from the Finance Department.

- 16.5 To check fraudulent payment of bills, each Plant/ Unit should prepare elaborate system for inter-department forwarding/ receipt/ acknowledgment of various documents. Proper system of numbering the bills also be laid down to avoid duplicate payments.
- 16.6 The Accounts Department should immediately on receipt of a bill, examine the availability of all supporting documents. In case of discrepancies, the dealing officer within two days of the receipt of the bill should refer the matter in writing to the MM Dept./ Contract Cell/ Contract Operating Authority.
- 16.7 Bills completed in all respect received by Finance Department should be paid on First In First Out (FIFO) basis.
- 16.8 For any bill complete in all respect, pending with Finance where payment has been delayed beyond 30 days from due date, the details along with reasons, should be displayed on intranet portal by the Head of Finance of Plants/ Units and a copy of the same should be forwarded to the respective Vigilance Department and HOMM/ HOP (for Projects cases), on a monthly basis.

17.0 TAXES

- 17.1 Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law. This shall be ensured before releasing any payment to the Supplier after verification of GSTR2A/ any other document/ form specified under extant GST Law. However, for Micro & Small Enterprises (MSE), payment shall be made within a statutorily defined period as per extant GOI Rules.
- 17.2 In case of supply of Goods & Services, GST number of both Buyer and Seller should be mentioned in the contract.

18.0 CANCELLATION OF PURCHASE/ CONTRACT AND RISK PURCHASE

- 18.1 When it is intended to cancel the Purchase Order or Contract or Work Order, which has been kept alive after expiry of delivery period by the conduct of parties, it is necessary to issue a notice to the concerned

party before actual cancellation giving a period of fifteen days or such period as Law Department may advise for supply of material/ completion of pending job/ work without prejudice to our rights to recover LD as per terms of the contract. Where the order is not kept alive beyond delivery/ contract period by implication or conduct of the parties, cancellation should be issued by the MM Dept./ Contract Cell/ Contracting Department immediately in consultation with Indenting/ User department, with the approval of Next Higher Authority, after expiry of the delivery/ completion period stating that quantities/ job incomplete on the due date are cancelled and risk purchase will be made in terms of the relevant clause of the tender conditions of the contract. However, before initiating the process for placement of alternate order on risk purchase or for cancellation of original order on the defaulting party, approval of the Next Higher Authority should be taken. Wherever necessary, Law Department should be consulted to protect the interests of the Plant/ Company.

- 18.2 For job contract cases, notice for execution of order on risk & cost of any contractor can be issued during valid period of contract also if contractor either fails to start the work within reasonable time, the progress of the job is poor or for any breach of contract.
- 18.3 For Risk Purchase action after issue of notice to the defaulting party, a tender enquiry will be issued excluding/ disallowing the defaulting party for finalization of order on alternate source. Preferably the date of tender opening of the alternative tender enquiry and the expiry of risk purchase notice to the defaulting party should be about the same time. Notice should be given to the defaulting party with a view to providing it with last chance to effect supply/ to complete the work and as such its response should be taken into account before deciding on the cancellation or alternate procurement through risk purchase.

The decision to place order on alternate party/ contractor on risk purchase or cancellation of the original order should be taken after consideration of the response of the defaulting party and the receipt of the offers against the enquiry.

- 18.4 After expiry of notice period and on finalization of the alternate purchase order/ contract, the left-over/ un-serviced quantity in the original purchase order/ contract should be cancelled and new order should be placed.

- 18.5 The Risk PO/ WO should as far as possible be on the same terms & conditions as the original PO/ WO (apart from delivery time), i.e., the goods should be of the same specifications, etc.
- 18.6 It should be ensured that Risk PO/ WO is concluded within a reasonable time.
- 18.7 For details of actions to be taken, the Standard Risk Purchase Procedure published by CMMG may be referred to.

19.0 VENDOR DEVELOPMENT

- 19.1 It shall be the continuous endeavor on the part of all Plants/ Units to find out and/ or develop substitutes/ sources of supply with a view to reducing cost of input materials/ services. Consideration should be given to save foreign exchange.
- 19.2 To achieve this objective, Chief Executive Officer of each Plant/ Chief Executive of each Unit shall constitute a Vendor Development Cell (VDC) under HOMM which will co-ordinate and monitor all related activities.
- 19.3 The need to develop a Vendor for an item/ services shall be identified by MM Dept./ concerned shop and shall be approved by concerned HOD. The requisition for such items shall be made by concerned department/ MM Dept. with the approval of the Competent Authority and shall contain:
 - a) The existing practices/ material/ technology and their shortcomings;
 - b) The proposed practice/ material/ technology and the anticipated cost-benefit analysis;
 - c) Minimum quantity for conducting trial;
 - d) Minimum period for conducting trial.
- 19.4 Such proposals may be scrutinised by a Committee comprised for this purpose under HOMM. One month before the beginning of each financial year, the Committee shall identify the items and in consultation with VDC and the annual budget for the same would be got approved from the Chief Executive.
- 19.5 Before issuance of tender enquiry, the replacement specifications, functional requirements, input conditions, performance norms, relevant drawings, inspection procedures, method of conducting trials and outputs, etc., are to be worked out and finalised by the Indenter/

concerned department in consultation with Design Department, R&D, other Technical Consultant Departments including CET or RDCIS or any other Consultant. The proposal shall also indicate the stage and final inspection criteria, procedures and methods of conducting trial.

- 19.6 Final acceptance of the item developed shall be done after field trial. The trial should be completed within the stipulated period from the date of receipt of material.
- 19.7 **Evaluation of Performance:** The trial shall be monitored by a Committee constituted for the purpose by the concerned Direct Reporting Officer (DRO) to the Chief Executive Officer of the Plant/ Chief Executive of the Unit.
- 19.8 The firms, who successfully develop an item, shall be encouraged with the placement of repeat order as per Para 5.5 and such firms are then to be dealt with under the relevant IPSS for the future.
- 19.9 In case IPSS are prepared and issued on Vendor Development, the procedure laid down therein would be followed.

20.0 CLOSURE OF CONTRACT

- 20.1 All contracts where jobs have been completed in all respects including period of warranty/ guarantee after its completion/ commissioning, Final Acceptance Certificate should be issued within one month thereafter.
- 20.2 Operating Authority shall process the final bill of the contractor as per the check-list to be designed by each Plants/ Units for closure of the contract for submission to the Finance Department, along with the Final Acceptance Certificate.
- 20.3 The final bill of the party shall be checked and passed by Finance Department and shall be released to the contractor as per laid down procedure to be developed by Plants/ Units.

21.0 PRICE DISCOVERY THROUGH REVERSE AUCTION (RA)

Standard Procedure for Reverse Auction (RA) issued by CMMG and amendments made thereto, if any, shall be followed.

22.0 BANNING OF SUPPLIERS/ CONTRACTORS

In case of default, bad performance, fraud, deception and misconduct, etc. by any Supplier/ Contractor/ Vendor, action may be taken as per the instructions issued by SAIL from time to time w.r.t "Guidelines on Banning of Business Dealings".

Summary details of banned Suppliers/ Contractors with reasons and period of banning shall be uploaded by the respective Plant/ Unit on SAIL Tender website.

23.0 PROCEDURE FOR SMALL VALUE PURCHASES

23.1 SCOPE

- a. This procedure shall apply to indents of low value (₹15,000/- to ₹4,00,000/-). For indent value less than ₹15,000/-, procurement through imprest (upto ₹15,000/-) or by any other mode like GeM (Direct Purchase on GeM) may be done, if possible.
- b. The same item shall not be procured more than twice in a year by an Individual Department and its cumulative value should not exceed ₹4,00,000/- per year for a Department.
- c. Items valued as above, may be clubbed into one indent having the same set of Vendors. However, the total Indent Value should not exceed ₹4,00,000/-.
- d. Emergency purchase shall not be covered under this procedure.
- e. For procurement of new items, necessary approval shall be taken as per DOP of the Plants/ Units.

23.2 PROCEDURAL STEPS

23.2.1 Raising of Indent

- a) Indents up to value of ₹4,00,000/- covering the annual requirement and including proprietary items need not be scrutinized by the Screening Committee under this Procedure. Indents shall be cleared by Head of Indenting Departments for further processing by the MM Dept./ Contracting Department.
- b) The same items shall not be procured more than twice in a year by an Individual Department and its cumulative value should not exceed ₹4,00,000/- per year for a Department. A certificate for the same shall be given by the HOD of the Indenting Department.
- c) Indents are to be raised based on availability of items in stores, dues-in, safety stock level and consumption pattern of the Department within the allocated Budget.

- d) Re-appropriation of the Budget allocated to a particular Department for procurement of small value items shall not be done.

23.2.2 Estimate Value

Estimate should be realistic with adjustment for variations in the prices of various elements including market conditions.

23.2.3 Issue of Tender Enquiry

- a) LTE shall be sent to minimum 3 vendors. All registered vendors should be included. In case a large number of vendors are registered then rotation as per Para 5.3.4 may be considered. It should include the last supplier unless there is a satisfactory recorded reason to exclude them on performance basis. This shall be approved as per normal DOP. Dealers/ Traders having required GST Registration can also be considered.
- b) Tender Enquiry should mention that the following shall apply and no deviation would be accepted:
 - i. Specifications must be accepted by the Tenderer. Offers not conforming to tendered specifications shall be summarily rejected.
 - ii. Prices must remain firm during currency of the contract.
 - iii. To the extent possible, materials are to be dispatched in one consignment.
 - iv. Orders shall be placed on single source.
- c) In case of LTE to 2 firms, clearance of concerned HOD of the Indenting Department for Indent and approval of Next Higher Authority as per DOP in MM for issue of enquiry is to be obtained.
- d) Indents for single tender (non-proprietary) will be cleared by Head of Works/ MM/ Project/ Medical/ Finance in their respective areas and approval for issue of enquiry shall be obtained from HOMM.

23.2.4 Opening of offers

Wherever less than X+2 offers are received, the case shall be processed with approval of Next Higher Authority.

23.2.5 Placement of Order

- a. In case of procurement of multiple items in an Indent, the overall lot L-1 Landed Cost Net of Input Tax Credit (LCNITC) shall be considered for placement of order even if the items are non-matching.
 - b. In case L-1 Price exceeds approved range of % deviations, the same, if required, be considered with approval of Next Higher Authority than the original approving authority as per DOP of MM, provided the prices are considered reasonable as per the prevailing market trend.
 - c. In case L-1 offer is not considered reasonable, MM Department may correspond directly with the party to bring it in approved range with the approval of Next Higher Authority. In case the prices still remain outside approved range of % deviation, the same may be considered for placement of order with the approval of Next Higher Authority, if prices are considered reasonable as per prevailing market trend, failing which re-tendering may be resorted to with the approval of Next Higher Authority.
 - d. If L-1 firm backs out at any stage, the case may be reprocessed.
 - e. To the extent possible, supply against the orders under this procedure should be completed in one lot within the scheduled delivery period.
- 23.3 Pre-dispatch inspection shall not be applicable unless otherwise specified & materials shall be accepted against Test Certificate/ Guarantee Certificate (GC)/ Warranty Certificate (WC).

24.0 PROCEDURE FOR SMALL VALUE JOB/ SERVICE CONTRACTS

24.1 SCOPE

- a. This procedure shall apply only to indents of low value (₹15,000/- to ₹4,00,000/-) services/ job contracts. For indent value less than ₹15,000/-, procurement through imprest or by any other mode like GeM (Direct Purchase on GeM) may be done, if possible.
- b. The same job/ service will not be contracted out more than twice a year by an individual department and its cumulative value should not exceed ₹4,00,000/- per year for a department. A certificate to this effect shall be given by the Head of the Indenting Department.

- c. Emergency job/ service contracts shall not be covered under this procedure.

24.2 PROCEDURAL STEPS

24.2.1 Raising of Indents

- a. Indents shall be raised by the Individual Departments and same shall be approved by Head of Indenting Department for further processing by Contract Cell/ Contracting Department. Such indents need not be scrutinized by the Screening Committee.
- b. The same type of job/ service contract shall not be awarded more than twice in a year by an Individual Department and its cumulative value should not exceed ₹4,00,000/- per year for a Department. A certificate for the same shall be given by the HOD of the Indenting Department.
- c. Re-appropriation of the Budget allocated to a particular Department for small value contract shall not be done.

24.2.2 Estimated Value

Estimate should be realistic with adjustment for variations in the prices of various elements including labour rates, wages, etc.

24.2.3 Issue of Tender Enquiry

- a. LTE shall be sent to minimum 3 contractors. All registered contractors should be included. In case a large number of contractors are registered, then rotation as per Para 5.3.4 may be considered. It should include the last contractor unless there is satisfactory recorded reason to exclude them. This shall be approved as per normal DOP.
- b. In case technical terms/ specifications are frozen, Single Part Quotation may also be called.
- c. Tender Enquiry should mention that the following shall apply and no deviation would be accepted:
 - i) Tender terms/ specifications must be accepted by the tenderer. Offers not conforming to tendered specification, terms & conditions, shall be summarily rejected.
 - ii) Prices must remain firm during the currency of the contract.

- iii) Job shall be awarded to one contractor.
- d. In case of LTE to 2 firms, clearance of concerned HOD of Indenting Department for Indent and approval of Next Higher Authority as per DOP for issue of enquiry is to be obtained.

24.2.4 Opening of Offers

Wherever less than three offers are received, the case shall be processed with approval of Next Higher Authority.

24.2.5 Placement of Order

- a. Order shall be placed on overall L-1 tenderer.
- b. In case L-1 offer exceeds the approved range of % deviation, the same may be accepted with the approval of Next Higher Authority for acceptance of tender as per DOP, provided the prices are considered reasonable as per prevailing market trend.
- c. In case L-1 offer is not considered reasonable, Contract Cell/ Contracting Department may correspond directly with the party to bring it to approved range with the approval of Next Higher Authority. In case the prices still remain outside approved range of % deviation, the same may be considered for placement of order with the approval of Next Higher Authority, if prices are considered reasonable as per prevailing market trend, failing which re-tendering may be resorted to with the approval of Next Higher Authority.
- d. If the L-1 tenderer backs out at any stage, the case shall be re-processed.

25.0 GENERAL

- 25.1 The employees associated with award/ execution of contracts and purchase of items shall ensure that
 - a) relevant provision of SAIL CDA Rules, 1977 are complied with;
 - b) while dealing with relations, the relative shall be as defined in the Companies Act, 2013.
- 25.2 Tender enquiry format should have a clause making it compulsory for a bidder to declare whether:

- a) the Proprietor/ Partner/ Director of the Firm/ Company has 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 so, give the details;
- b) the person or team representing the firm is also representing any other firm participating against the tender and if so, give the details thereon.

Non-disclosure/ Incorrect disclosure of the above details factually by a firm either on its own while submitting its offer or upon enquiry at the option of SAIL during the scrutiny of its offer may invite penal action against the firm, which may include rejection of the offer, suspension of business dealings or both. A standard format for declaration/ **“Non-Collusive Tendering Certificate”** shall be used to bring uniformity across SAIL Plants/ Units (**Appendix-2**).

- 25.3 In all cases of procurement of goods or services, for better transparency and accountability, electronic mode of communication shall be used. Physical tendering shall be resorted to with the approval of HOMM, only in cases which are not found feasible to be processed on ERP/ SRM, EPS, GeM or any other web-based system and only with the recorded reasons.

Appendix-1**Bid-Securing Declaration**

(In lieu of EMD)

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Public Body]

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

Non-Collusive Tendering Certificate

(to be signed by an authorised person on the Tenderer's behalf)

To

Plants/ Units
Steel Authority of India Limited
Place

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. () Date ()}

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.



CVC CIRCULARS

सेल SAIL

No. 12-02-1-CTE-6

Government of India
Central Vigilance Commission
(CTE's Organisation)

Satarkata Bhavan,
Block A, GPO Complex,
INA, New Delhi – 110 023.
Dated the 17th December 2002.

OFFICE MEMORANDUM

Subject : - Prequalification criteria (PQ).

The Commission has received complaints regarding discriminatory prequalification criteria incorporated in the tender documents by various Deptts./ Organisations. It has also been observed during intensive examination of various works/contracts by CTEO that the prequalification criteria is either not clearly specified or made very stringent/very lax to restrict/facilitate the entry of bidders.

2. The prequalification criteria is a yardstick to allow or disallow the firms to participate in the bids. A vaguely defined PQ criteria results in stalling the process of finalizing the contract or award of the contract in a non-transparent manner. It has been noticed that organizations, at times pick up the PQ criteria from some similar work executed in the past, without appropriately amending the different parameters according to the requirements of the present work. Very often it is seen that only contractors known to the officials of the organization and to the Architects are placed on the select list. This system gives considerable scope for malpractices, favouritism and corruption. It is, therefore, necessary to fix in advance the minimum qualification, experience and number of similar works of a minimum magnitude satisfactorily executed in terms of quality and period of execution.

3. Some of the common irregularities/lapses observed in this regard are highlighted as under:-

- i) For a work with an estimated cost of Rs.15 crores to be completed in two years, the criteria for average turnover in the last 5 years was kept as Rs.15 crores although the amount of work to be executed in one year was only Rs.7.5 crores. The above resulted in prequalification of a single firm.
- ii) One organization for purchase of Computer hardware kept the criteria for financial annual turnover of Rs.100 crores although the value of purchase was less than Rs.10 crores, resulting in disqualification of reputed computer firms.

Contd.....

- iii) In one case of purchase of Computer hardware, the prequalification criteria stipulated was that the firms should have made profit in the last two years and should possess ISO Certification. It resulted in disqualification of reputed vendors including a PSU.
- iv) In a work for supply and installation of A.C. Plant, retendering was resorted to with diluted prequalification criteria without adequate justification, to favour selection of a particular firm.
- v) An organization invited tenders for hiring of D.G. Sets with eligibility of having 3 years experience in supplying D.G. Sets. The cut off dates regarding work experience were not clearly indicated. The above resulted in qualification of firms which had conducted such business for 3 years, some 20 years back. On account of this vague condition, some firms that were currently not even in the business were also qualified.
- vi) In many cases, "Similar works" is not clearly defined in the tender documents. In one such case, the supply and installation of A.C. ducting and the work of installation of false ceiling were combined together. Such works are normally not executed together as A.C. ducting work is normally executed as a part of A.C. work while false ceiling work is a part of civil construction or interior design works. Therefore, no firm can possibly qualify for such work with experience of similar work. The above resulted in qualification of A.C. Contractors without having any experience of false ceiling work although the major portion of the work constituted false ceiling work.

4. The above list is illustrative and not exhaustive. While framing the prequalification criteria, the end purpose of doing so should be kept in view. The purpose of any selection procedure is to attract the participation of reputed and capable firms with proper track records. The PQ conditions should be exhaustive, yet specific. The factors that may be kept in view while framing the PQ Criteria includes the scope and nature of work, experience of firms in the same field and financial soundness of firms.

5. The following points must be kept in view while fixing the eligibility criteria:-

A) For Civil/Electrical Works

- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

Contd.....

- ii) *Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-*
- Three similar completed works costing not less than the amount equal to 40% of the estimated cost.*
or
 - Two similar completed works costing not less than the amount equal to 50% of the estimated cost.*
or
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost.*
- iii) *Definition of "similar work" should be clearly defined.*

In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc. may be incorporated according to the requirement of the Project.

B) For Store/Purchase Contracts

Prequalification/Post Qualification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts for last 2 years (ii) capabilities with respect to personnel, equipment and manufacturing facilities (iii) financial standing through latest I.T.C.C., Annual report (balance sheet and Profit & Loss Account) of last 3 years. The quantity, delivery and value requirement shall be kept in view, while fixing the PQ criteria. No bidder should be denied prequalification/ post qualification for reasons unrelated to its capability and resources to successfully perform the contract.

6. *It is suggested that these instructions may be circulated amongst the concerned officials of your organization for guidance in fixing prequalification criteria. These instructions are also available on CVC's website, <http://cvc.nic.in>.*

(M.P. Juneja)
Chief Technical Examiner

To

*All CVOs of Ministries/Departments/PSUs/Banks/Insurance Companies/
Autonomous Organisations/Societies/UTs.*

No. 12-02-1-CTE-6

Government of India
Central Vigilance Commission
(CTE's Organisation)

Satarkata Bhavan, Block A,
4th Floor, GPO Complex,
INA, New Delhi – 110 023.
Dated: 7th May, 2004

OFFICE MEMORANDUM

Subject : - Pre-qualification Criteria (PQ).

Guidelines were prescribed in this office OM of even number dated 17/12/2002, on the above-cited subject to ensure that the pre-qualification criteria specified in the tender document should neither be made very stringent nor very lax to restrict/facilitate the entry of bidders. It is clarified that the guidelines issued are illustrative and the organizations may suitably modify these guidelines for specialized jobs/works, if considered necessary. However, it should be ensured that the PQ criteria are exhaustive, yet specific and there is fair competition. It should also be ensured that the PQ criteria is clearly stipulated in unambiguous terms in the bid documents.

(M.P. Juneja)
Chief Technical Examiner

To

All CVOs of Ministries/ Departments/PSUs/ Banks/Insurance Companies/
Autonomous Organisations/Societies/UTs.



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केन्द्रीय सतर्कता आयोग
CENTRAL VIGILANCE COMMISSION

सतर्कता भवन, जी.पी.ओ. कॉम्प्लैक्स,
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Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023

सं./ No. 011/VGL/014

दिनांक/ Dated 11th February, 2011

Circular No.01/02/11

Sub: Transparency in Tendering System

There have been instances where the equipment/ plant to be procured is of complex nature and the procuring organization may not possess the full knowledge of the various technical solutions available in the market to meet the desired objectives of a transparent procurement that ensures value for money spent simultaneously ensuring upgradation of technology & capacity building.

2. The Commission advises that in such procurement cases where technical specifications need to be iterated more than once, it would be prudent to invite expression of interest and proceed to finalise specifications based on technical discussions/presentations with the experienced manufacturers/suppliers in a transparent manner. In such cases, two stage tendering process may be useful and be preferred. During the first stage of tendering, acceptable technical solutions can be evaluated after calling for the Expression of Interest (EOI) from the leading experienced and knowledgeable manufacturers/suppliers in the field of the proposed procurement. The broad objectives, constraints etc. could be published while calling for EOI. On receipt of the Expressions of Interest, technical discussions/presentations may be held with the short-listed manufacturers/suppliers, who are *prima facie* considered technically and financially capable of supplying the material or executing the proposed work. During these technical discussions stage the procurement agency may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/presentations so held, one or more acceptable technical solutions could be decided upon laying down detailed technical specifications for each acceptable technical solution, quality bench marks, warranty requirements, delivery milestones etc., in a manner that is consistent with the objectives of



the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of discussions/presentations and the process of decision making should be kept.

3. Once the technical specifications and evaluation criteria are finalized, the second stage of tendering could consist of calling for techno commercial bids as per the usual tendering system under single bid or two bid system, as per the requirement of each case. Final selection at this stage would depend upon the quoted financial bids and the evaluation matrix decided upon.
4. Commission desires that organizations formulate specific guidelines and circulate the same to all concerned before going ahead with such procurements.



(Anil Singhal)
Chief Technical Examiner

To

All Secretaries of Ministries/Departments
All CEOs/Heads of Organisations
All Chief Vigilance Officers

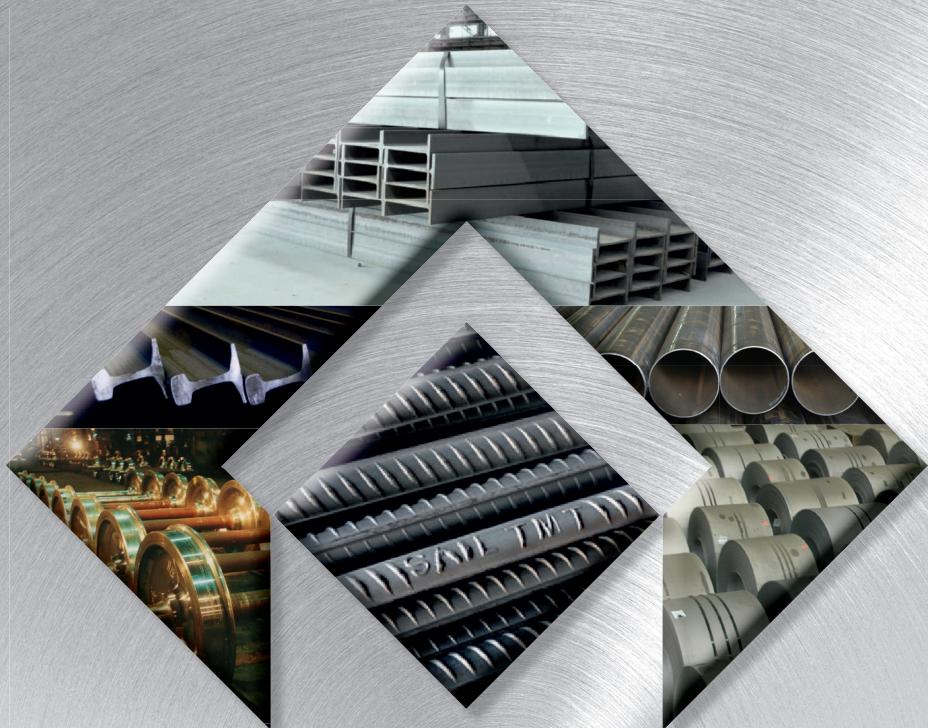
NOTES



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