

| Cl. No. | Existing clause | Revised Clause/Changes |
|---------|---|--|
| 1.5 | <i>New clause</i> | <i>If any change is required to be made in the procedure due to CVC instructions or otherwise, amendments will be issued by Corporate Materials Management Group</i> |
| 2.1 | The indents for purchase of materials/ job 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 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 Index registers shall also be maintained for such numbering/ references at different stages for control purposes. | The indents for purchase of materials / job 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 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. |
| 2.1.1 | <i>New clause</i> | <i>For Project / Contract cases / Capital / AMR schemes, proposal will be initiated by Contract Cell / contract operating authority/ designated centralized agency based on the scheme sanctioned by the management.</i> |
| 2.1.2 | <i>Moved from 2.5</i> | <i>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.</i> |
| 2.1.3 | <i>Moved from 2.6</i> | <i>In case, it is desired to split the order on more than one of the above, the Indenter shall specify so in the indent giving the maximum number of suppliers / contractors desired to be engaged, justifying the reasons for the same.</i> |
| 2.1.4 | <i>Moved from 2.7</i> | <i>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.</i> |
| 2.1.5 | <i>Moved from 2.8</i> | <i>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</i> |

| | | |
|----------|---|--|
| | | <i>indeterminable parameters such as, shade/tone, size, make-up, feel, finish and workmanship, before giving clearance for bulk production of the supply.</i> |
| 2.2.2 | Manufacturing Drawings, wherever required, should be enclosed in adequate numbers with the Indent. | Manufacturing drawings, wherever required, should be enclosed in adequate numbers with the Indent. <i>While sending the drawings it should be ensured that the latest relevant revision is enclosed. Wherever manufacturing drawing has been digitized / scanned, copies of the same should be provided.</i> |
| 2.2.3(b) | In respect of proprietary items, a certificate on the prescribed proforma (to be designed by each Plant/ Unit) signed by the HOD. 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. | <i>Due diligence must be made before making items as Proprietary.</i> A certificate on the prescribed proforma (to be designed by each plant / unit) signed by HOD <i>has to be provided.</i> 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 |
| 2.2.3(c) | Proposed criteria for technical eligibility & acceptance. | Proposed criteria for technical eligibility and acceptance <i>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 clause no. 6.4 (a) to (g).</i> |
| 2.2.4 | In the Indent, the Indenter will ensure, depending upon the nature of the item indented, incorporation of special requirement of inspection/checklist for special packing instructions, if any. | In the indent, the indenter will ensure, depending upon the nature of the item indented, incorporation of special requirement of inspection / <i>quality assurance plan</i> / special packing instructions, if any. <i>The requirement of inspection / quality assurance plan / special packing instructions, if any, should be made part of the tender document.</i> |
| 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. For such items the department shall raise 'Work Order (WO)' in the prescribed form, to be placed on the Shops. | With a view to optimize 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. <i>However, where part quantity will be identified as "Make" and balance as "Buy"; indents for "Buy" quantity only shall be raised.</i> |
| 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 each financial year for the ensuing financial year of the jobs which cannot be | 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 each financial year for the ensuing financial year of the jobs which cannot be undertaken |

| | | |
|----------|---|---|
| | 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 annual plan for the financial year. | 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 annual plan for the financial year. <i>In rare / exceptional cases, where the jobs were not included in the annual plan for the financial year, such indents shall be raised with recorded reasons and the approval of the Head of Works.</i> |
| 2.3.6 | For same scope of work to be executed at different locations and/ or in different phases, the annual list of such jobs prepared by different departments / shops, should be scrutinised and co-ordinated by one Centralised Agency 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 and if more-than one Contractor is required to be engaged for such jobs, justification must be recorded in the indent (Ref. Para 2.6). | For same scope of work to be executed at different locations and / or in different phases, the annual list of such jobs prepared by different departments / shops should be scrutinised and co-ordinated by one Centralised Agency 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 and if more-than one contractor is required to be engaged for such jobs, justification must be recorded in the indent (Ref. Para 2.6). <i>In exceptional cases where one consolidated indent cannot be raised for same / similar scope of work, approval of the Head of Works shall be obtained to raise these indents.</i> |
| 2.4.1(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. | 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 <i>including current market conditions based on relevant RBI indices or any other indices, wherever appropriate.</i> |
| 2.4.1(b) | For slow moving/ 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/reordering. If required, for guidelines, budgetary quotations may be obtained for new item(s) or new technology only by the indenter. | For <i>infrequently purchased items (i.e. items not purchased twice during last three years)</i> / 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 <i>infrequently purchased items preferably from registered vendors / last supplier;</i> for new item(s) or new technology <i>efforts should be made</i> by the indenter <i>to get more than one budgetary quotation.</i> |
| 2.4.1(c) | For the procurement of proprietary items, suppliers' price list/rates along with the applicable discounts shall be obtained for preparing the estimate. Such list should be obtained directly from the | <i>For procurement of proprietary items, LPP, if available in the last 2 years, should be considered as estimate. Adjustment for variations in the prices of raw materials, wages and other inputs including current</i> |

| | | |
|--------------------|---|---|
| | manufacturer only and the list supplied by dealers/ authorized agents should not be considered unless directed by the manufacturers. | <i>market conditions may be done based on relevant RBI indices or other indices wherever appropriate. In cases where LPP is not available</i> , 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 directed by the manufacturers. |
| 2.4.1(d) | For job contracts, fresh estimates shall be prepared for each Indent and only the last order value shall not be considered as the basis. For the preparation of estimates, the proposed job contract may be split into:- 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. Detailed estimates of labour cost for each element of job, cost of supplies, hiring/ operation cost of mobile equipment/ tools and tackles and any other services, etc., as mentioned above, shall be prepared. | For job contracts, fresh estimates shall be prepared for each indent and only the last order value shall not be considered as the basis. For the preparation of estimates, the proposed job contract may be split into:- 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. Detailed estimates of labour cost for each element of job, cost of supplies, hiring / operation cost of mobile equipment / tools and tackles and any other services, etc., as mentioned above, shall be prepared. |
| 2.4.1 (e) | <i>New clause</i> | <i>For Projects cases, the initial estimate prepared by the consultant should be examined by concerned officials and duly approved by the tender approving authority. 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 and the consultant asked to submit increment / decrement to the initial estimate.</i> |
| 2.5, 2.6, 2.7, 2.8 | Existing clauses | <i>Included under "Raising of Indents".</i> |
| 3.1.3 | Indents value below Rs. 5 Lacs, covering the annual requirement (excluding 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 Deptt. These indents shall have all details as per Para 3.1 and also a certification from the Head of Indenting Deptt., indicating that | Indents value below Rs. 5 Lakhs, covering the annual requirement <i>and items cleared by empowered committee constituted with the approval of Chief Executive</i> (excluding <i>Job Contracts</i> , 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. These indents shall have all details |

| | | |
|-------|--|--|
| | the indent is for the total annual quantity required. | 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. |
| 4.3 | Enquiry for the purchase of material shall be issued within seven days, and for job contract within fifteen 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. | Enquiry for the purchase of <i>material / job contracts</i> shall be issued within seven 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 Deptt./ Contract Cell should make a time table of the activities with time schedule and responsibility and circulate the same to all concerned so as to ensure that order is finalized as per schedule. (Norms in this area may be formulated at Plant level). In case of centralized procured commodities, an Annual Calendar of activities & responsibilities should be made for each item by CPA Plant and circulate it to all HOMMs for its adherence. | <i>MM Dept. / Contract Cell 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.</i> |
| 5.1.1 | Apart from the above methods of tendering, the following methods for placement of direct orders may also be considered. i) Repeat orders, ii) Plant / Unit / SAIL Rate Contract, iii) DGS&D Rate Contract | Apart from the above methods of tendering, the following methods for placement of direct orders may also be considered. i) Repeat orders, <i>ii) Rate Contract of Plant / Unit / Sister Plant / SAIL</i> iii) DGS&D Rate Contract |
| 5.2.2 | Plants/ Units shall ensure that the complete tender documents along with the enclosures, if any, are displayed on the SAIL website which can be downloaded by the interested tenderers. Application made on such forms shall be treated as valid for participation in the tender. The cost of tender documents, if any, may be collected from the bidders at the time of submission of tenders. However, bidders would be given option to collect the complete document in hard copy, if they so desire. | Plants / units shall ensure that the complete tender documents along with the enclosures, if any, are uploaded and displayed on the SAIL website which can be downloaded by the interested tenderers. Application made on such forms shall be treated as valid for participation in the tender. However, bidders would be given <i>the</i> option to collect the complete document <i>from SAIL without any charge if they are unable to download it from the website.</i> |
| 5.2.3 | An abridged version of the open tender notice shall be published in leading local/ national newspapers, as per prevailing guidelines; about the required material/ job and that the details of the tender are available in the given website. For import, the tender notices should also be published in Indian Trade Journals and/ or Indian Export Bulletin. | An abridged version of the open tender notice shall be published in leading local <i>and</i> national newspapers, as per prevailing guidelines; about the required material / job and that the details of the tender are available in the given website. For import, the tender notices should also be published in Indian Trade Journals <i>and/or Indian Export Bulletin.</i> |
| 5.2.4 | <i>New clause</i> | <i>Intimation for open tenders may be given by the dealing officer by email</i> |

| | | |
|----------------|--|---|
| | | <i>to all the parties who had participated in tenders earlier or any other known party who may be manufacturing the item / job tendered out.</i> |
| 5.3.1 5.3.3 | LTE should be issued only when reliable manufacturers/ suppliers/traders/ contractors are known. For this purpose, the MM Deptt./Contract Cell shall maintain a list of registered parties in accordance with Para 5.3.3. LTE shall be issued only to the registered manufacturers/ suppliers/traders/ contractors. The registration of manufacturers/ suppliers/traders/ contractors should be according to relevant IPSS. | <i>LTE should be issued only when reliable manufacturers / suppliers / traders / contractors are known. A list of such registered manufacturers / supplier / traders / contractors shall be maintained by MM Dept. / Contract Cell. 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.</i> |
| 5.3.4 | | <i>Included in Trial Purchase / Work Order</i> |
| 5.3.4 | Replaced by existing clause 5.3.9: Original LTE papers should be dispatched through registered post/ under certificate of posting/ e-mail/ FAX/ Courier on the address of the firm as available in the records of the Company. Original LTE papers should not be given by hand to the representatives of any firm. Additionally, LTE for value Rs.5 Lacs and above should be posted on the website by respective Plants/ Units. The suppliers to whom the LTE is issued should be able to access such LTE documents through their ID and passwords. | <i>Emphasis to be given to maximize procurement / finalization of contracts through e-mode of tendering such as ERP/EPS/web enabled system.</i> Original LTE papers should be dispatched through registered post / under certificate of posting / e-mail / FAX / courier <i>to</i> 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. Additionally, LTE for value Rs.5 Lakhs and above should be posted on the website by respective plants / units. The suppliers to whom the LTE is issued should be able to access such LTE documents through their ID and passwords. |
| 5.3.6 | In cases where there are only two registered suppliers for an item, vendors registered for similar items with other SAIL plants / units may be considered. Under exceptional cases, such tender notice to only these two registered suppliers shall be issued with the approval of CE of Plants / Units. However, for the items so far purchased as proprietary for which another vendor has been found / developed, tender notice to these two vendors may be issued with the approval of Head of Works / ED (W) of Plants / Units for the next cycle. | In cases where there are only two registered suppliers for an item, vendors registered for similar items with other SAIL plants /units should be considered. Under exceptional cases, such tender <i>enquiry</i> to only these two registered suppliers shall be issued with the approval of CE of plants / units. However, for the items so far purchased as proprietary for which another vendor has been found / developed, tender notice to these two vendors <i>shall</i> be issued with the approval of <i>the concerned EDs for the next cycle.</i> |
| 5.3.9 | | <i>Moved to 5.3.4</i> |
| 5.4 | SINGLE TENDER ENQUIRIES (FOR PROPRIETARY ITEMS) | <i>SINGLE TENDER ENQUIRIES</i> |
| 5.4.1 | Proprietary (Original Equipment Manufacturers - OEM) Enquiry: Enquiries for Proprietary items (OEM) should be issued with the approval of Competent Authority as per the DOP. Such Proprietary items should be purchased from their manufacturers or their authorized dealers only, where the manufacturer does not supply the | <i>Single Tender Enquiry (Proprietary)</i> Enquiries for Proprietary items (<i>Original Equipment Manufacturer / Suppliers / Technology Supplier / Job Contracts</i>) should be issued with the approval of competent authority as per the DOP. Such proprietary items should be purchased from their manufacturers or their authorized |

| | | |
|-------|---|--|
| | equipment directly. In case there is more than one dealer authorized to sell a particular proprietary item, to Plant/ Units, discount may be possible through Limited Tender Enquiries, therefore LTE may be issued to the authorized dealers. | dealers only, where the manufacturer does not supply the equipment directly. In case there is more than one dealer authorized to sell a particular proprietary item, to plant / units, discount may be possible through Limited Tender Enquiries, therefore LTE may be issued to the authorized dealers. |
| 5.4.2 | Single Tender Enquiry (Other than Proprietary Items) Single Tender Enquiries should be issued as an exception only. Such enquiries should be processed, after recording reasons and indenter should take approval of Chief Executives of the Plant/ Unit in all cases except procurement from PSUs/ State Government Undertakings where approval of Competent Authority shall be obtained. | Single Tender Enquiry (Other than Proprietary) <i>The cases where the enquiry is restricted to only one source, though many sources / suppliers exist, such procurement is are on nomination basis. Such</i> Single Tender Enquiries should be issued as an exception only <i>and</i> processed, after recording reasons. <i>The</i> indenter should take approval of Chief Executive of the plant/ unit in all cases except procurement from PSUs / State Government Undertakings where approval of Competent Authority shall be obtained. <i>CVC Office Order No.23/7/07 dated 5th July 2007 to be referred to.</i> |
| 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 cases as per the DOP should, however, be finalized only after receipt of relevant Indents and technical recommendations. | 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 <i>Rate Contracts</i> should, however, be finalized only after receipt of relevant Indents. |
| 5.7.1 | For purchase of any item at DGS&D rate, order can be placed on any one or more vendor(s) listed in DGS&D Rate Contract. However, each plant / unit should make a procedure for procurement through DGS&D route with the approval of Chief Executive. | For purchase of any item at DGS&D rate, order can be placed on any one or more vendor(s) <i>with</i> DGS&D Rate Contract. <i>Procurement through DGS&D route to be as per the Procedure for Ordering under DGS&D Rate Contract dated 16th December 2011.</i> |
| 5.9 | <i>New clause</i> | <i>SAIL plants may participate in tenders / auctions conducted by other companies for purchase of products as per the Policy for Participation in Tenders /Auctions dated 26th July 2012.</i> |
| 6.9 | For import cases, the Tender Document should specify that the closing selling exchange rates ascertained from Reserve Bank of India or any authorized agency as applicable on the previous working day of the date of price bid opening shall be adopted for evaluation. However, where the purchase proposal is likely to be made after 60 days from the Price Bid Opening Date, the rate prevailing on the 61st day shall form the basis for preparation of the Comparative Statement and so on and so forth. | <i>In case of Open / Global tenders, other than for capital schemes, 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 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 one day prior to the date of opening of price bids. The RBI reference</i> |

| | | |
|--------|---|--|
| | | <i>rate is available on the website of RBI 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.</i> |
| 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 and conditions of the tender document. It should be clearly mentioned in the tender document that the distribution of order will be in the descending 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. | 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 and 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 <i>except in the case mentioned at 10.2.1 and purchase preference in case of MSEs.</i> |
| 6.13 | CONSIDERATION OF AGENTS: Wherever, foreign company / Indian manufacturer / supplier participates in the tender, purchases should preferably be made directly from the suppliers/ manufacturers. However, either the agent on behalf of the principal or the principal directly be permitted to bid in a tender, but not both. One agent cannot represent two suppliers/ manufacturers or quote on their behalf in a particular tender. | 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 / <i>OEM</i> or the Principal / <i>OEM</i> directly be permitted to bid in a tender, but not both. <i>If agents / dealers / stockists of foreign companies quote along with manufacturer, only the offer of Principal / OEM will be considered as valid.</i> One agent cannot represent two suppliers / <i>Principal / OEM</i> or quote on their behalf in a particular tender. |
| 6.14.1 | INTEGRITY PACT – For all tenders / Contracts/ Long term Agreements (LTAs) valuing Rs. 50 Crores and above, the tenderer(s)/ bidder(s)/contractor(s) has to enter into an “Integrity Pact” with SAIL. A copy of the Integrity Pact duly signed by the authorized signatory on behalf of SAIL has to be enclosed with the tender/ bid/ LTA document. Nonsigning of the Integrity Pact will disqualify the offer/ bid. Following instructions shall be included in the tender/bid/ LTA/ Contract documents, valuing Rs.50 crores and above:- (a) The Bidder(s) / Contractor (s) is required to enter into an “Integrity Pact” with the Principal i.e. SAIL. The Integrity Pact has | INTEGRITY PACT – For all tenders / Contracts / Long term agreements (LTAs) valuing Rs. 20 crores and above, the tenderer(s) / bidder(s) / contractor(s) has to enter into an “Integrity Pact” with SAIL. A copy of the Integrity Pact <i>typed on plain paper duly signed by the tender issuing officer who is the authorized signatory on behalf of SAIL,</i> has to be enclosed with the tender / bid / LTA document <i>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.</i> Non-signing of the Integrity Pact will disqualify the offer / bid. <i>However, bidders may be given an opportunity to sign the Integrity Pact before rejection of the bid.</i> Following instructions shall be included in |

| | | |
|-------------------|--|--|
| | <p>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.</p> <p>(b) In the tender documents it should be specified that the Bidder(s) / Contractor(s), if feel aggrieved, may raise complaints / pass on information, if any, to the Competent Authority / Operating Authority of the Tender / Contract or to the Chief Vigilance Officer (CVO), SAIL, Ispat Bhawan, Lodi Road, New Delhi.</p> | <p>the tender / bid / LTA / Contract documents, valuing Rs. 20 crores and above:-</p> <p>(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.</p> <p>(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 or to the Chief Vigilance Officer (CVO), SAIL, Ispat Bhawan, Lodi Road, New Delhi.</p> <p>(c) The integrity pact has to be typed on plain paper and should be enclosed along with tender / bid / EOI documents after signing by the tender issuing officer who is the authorized signatory on behalf of SAIL.</p> <p>(d) In case of uploading the tender / bid / EOI documents in website, Integrity pact also has to be necessarily uploaded with either digital signature of the authorized signatory as mentioned above or after scanning of the signed copy of the pact.</p> |
| 6.15.1 | Format for quoting prices, wherever applicable, shall be provided with NIT. | Format for quoting prices, wherever applicable, <i>may preferably</i> be provided with NIT. |
| 6.15.4 (a) (b) | | <i>Include with 16.14.1 as (c) and (d)</i> |
| 6.16.1 | <p>The following methods for calling of tenders shall be adopted:</p> <p>i) Single Part Tendering, ii) Two Part/ Three Part Tendering, iii) Pre-qualification bid / Expression of Interest (EOI) followed by single/ two part/ three part tendering.</p> <p>The tenderers shall be instructed to enclose each part in a separate sealed cover, clearly superscribing 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 superscribing on the top of that the tender reference no. and the date of opening.</p> | <p>The following methods for calling of tenders shall be adopted:</p> <p>i) Single Part Tendering, ii) Two Part/ Three Part Tendering,</p> <p>The tenderers shall be instructed to enclose each part in a separate sealed cover, clearly superscribing 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 superscribing on the top <i>of the cover</i> the tender reference no. and the date of opening.</p> |
| 6.16.2 | Single part tendering should be adopted only when all technical and commercial terms are well defined/ stipulated in the tender | Single part tendering should be adopted only when all technical and commercial terms are well defined / stipulated in the tender document |

| | | |
|--------|---|--|
| | document and are not negotiable. The conditional bids, i.e., bids not adhering to the tendered technical and commercial terms, will be rejected. The price bids of those tenderers, who quote as per the technical/commercial terms of the tender, will be considered for evaluation. | and are not negotiable. Conditional bids, i.e., bids not adhering to the tendered technical terms, will be rejected. <i>However deviation in commercial terms can be accepted and evaluated where suitable loading has been pre-determined and mentioned in the tender document.</i> |
| 6.16.3 | <p>In case the technical specifications and or commercial terms are not firm/ deterministic/ frozen, the Indenter/ MM Deptt./Contract Cell will specify in the Indent for inviting 2/3 part quotations.</p> <p>a) Two part tendering involves calling for tenders in two parts:</p> <p>i) Part I tender comprising Techno Commercial Offer, which shall be covering all terms except the price.</p> <p>ii) Part II tender comprising the Price Bid only.</p> <p>b) Three part tendering involves calling for tenders in three parts:</p> <p>i) Part I tender comprising technical offer, which shall be covering all terms except commercial terms and prices.</p> <p>ii) Part II tender comprising commercial offer, which shall be covering all terms except technical terms and prices.</p> <p>iii) Part III tender comprising the Price Bid only.</p> | <p>In case the technical specifications and or commercial terms are not firm / deterministic/ frozen, the indenter / MM Dept. / Contract Cell will specify in the indent for inviting 2/3 part quotations.</p> <p>a)Two part tendering involves calling for tenders in two parts:</p> <p>(i) Part 1 Tender comprising techno-commercial offer, which shall be covering all terms except the price.</p> <p>(ii) Part II Tender comprising the price bid only</p> <p>b) Three part tendering involves calling for tenders in three parts:</p> <p>(i) Part I Tender comprising <i>Earnest Money</i>.</p> <p>(ii) Part II Tender comprising <i>Integrity Pact and Techno-commercial offer</i>, covering all terms except prices.</p> <p>(iii) Part III Tender comprising the Price Bid only.</p> |
| 6.16.4 | <p>Pre-qualification bid / Expression of Interest (EOI) should be invited in the following cases:</p> <p>i) When new technology is involved and details of technology are not fully known.</p> <p>ii) When tender specifications are required to be finalised in consultation with the prospective bidders by calling bidder's conference after receipt of pre-qualification bid.</p> <p>iii) When prospective bidders are to be identified before issuance of tender document in order to save time in processing the tender.</p> | <i>Deleted, as new clause 6.16.6 added.</i> |
| 6.16.6 | <i>New clause</i> | <p><i>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 is required for issuing an EOI.</i></p> <p><i>(i)Cases where new technology is involved and details are not fully known.</i></p> <p><i>(ii) Where the tender specifications / commercial terms are required to be finalized in consultation with the prospective bidders by calling</i></p> |

| | | |
|--------|--|---|
| | | <p><i>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.</i></p> <p><i>(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.</i></p> <p><i>CVC circular No.01/02/11 dated 11th February 2011 to be referred to.</i></p> |
| 6.17 | <i>New clause</i> | PRE-BID DISCUSSIONS |
| 6.17.1 | <i>New clause</i> | <p><i>In all technically complex Projects cases, 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.</i></p> <p><i>If any change in the specification, terms and conditions in the original tender is contemplated as a result of pre-bid discussions, the same should be broad based have the approval of the competent authority. Accordingly, a corrigendum to the original tender is to be issued and advertised in the press and given in the tender website.</i></p> <p><i>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 2weeks) may be given between pre-bid discussions and submission of tenders.</i></p> |
| 6.18.1 | <p>For high value purchase orders/ contracts costing Rs. 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.</p> <p>For purchase orders/ contracts costing less than Rs. 2 Crores, the strategy for scrutiny and recommendations should be in accordance with the prevailing guidelines and as per DOP.</p> | <p>For high value purchase orders / contracts costing Rs. 2 crore 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.</p> <p><i>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.</i></p> <p>For purchase orders / contracts costing less than Rs. 2 Crores, the</p> |

| | | |
|-----|--|---|
| | | scrutiny and recommendations should be in accordance with the prevailing guidelines and as per DOP. |
| 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. | 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. <i>Location of the Tender Box is to be indicated in the Tender Document;</i> <i>iv. EPS/SRM e- platform;</i> |
| 7.3 | FAX/verified e-mail quotations may also be considered as valid quotations 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. | FAX / verified e-mail quotations may also be considered as valid quotations <i>if mentioned in the RFQ and</i> if received till the last date / time of submission of tender and indicate item-wise prices, specifications and delivery schedule. However, Earnest Money Deposit, wherever applicable, is to be submitted prior to the opening of tender. |
| 7.4 | Tenders shall be opened centrally and jointly by an officer each from MM Dept. / Contract Cell 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. | Tenders shall be opened centrally and jointly by an officer each from MM Dept. / Contract Cell 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. <i>In case of EPS / SRM the dealing officer will open the tenders received through e-mode.</i> |
| 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, for opening the price bids, 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 without going for re-tender/ TOD Extension with the approval of the authority one stage higher than the authority competent to approve the enquiry proposal or Chief Executive. (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 with the approval of the authority, one | 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 without going for re-tender / tender opening date extension with the approval of the authority one stage higher than the authority competent to approve the enquiry proposal or Chief Executive. (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 with the approval of the authority one stage higher than the authority competent to approve the enquiry proposal. Where the |

| | | |
|------|---|--|
| | stage higher than the authority competent to approve the enquiry proposal. Where the approving authority of Enquiry proposal is the Chief Executive of the Plant/ Unit, the approving authority for processing the case where offers received are less than X + 2 shall also be the Chief Executive of Plants/Units, who shall have full powers to approve such proposals. | approving authority of enquiry proposal is the Chief Executive of the plant / unit, the approving authority for processing the case where offers received are less than X + 2 shall also be the Chief Executive of plant / unit, who shall have full powers to approve such proposals. |
| 7.16 | Limited Tenders for indent value of Rs.5 Lacs 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. | Limited Tenders for indent value of Rs. 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 | 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, but, after signing on the envelopes, shall be kept under lock and key till the receipt of final technical / commercial recommendations from the Indenter / Consultants / Negotiating Committee. In case, the quoted technocommercial 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. However, clarifications / confirmations / details sought from the tenderers should not amount to change in basic structure and specifications of the tender documents. After clarification meetings and freezing of the technical and commercial bids, the tenderers should be advised to confirm the validity of their price bids. In the event tenderers desire to update their price bids and if it is permitted, the opportunity to be provided | 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, but, after signing on the envelopes, shall be kept under lock and key till the receipt of final technical / commercial recommendations from the Indenter / Consultants / Negotiating Committee. 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 <i>them in accordance with clause number 9.2.3. However, clarifications / confirmations / details sought from the tenderers should not amount to change in basic structure and specifications of the tender documents.</i> <i>After clarification meetings and freezing of the technical and commercial bids, the tenderers should be advised to confirm the validity of their price bids. In the event tenderers desire to update their price bids and if it is permitted, the opportunity to be provided to all techno-commercially acceptable tenderers.</i> |

| | to all techno-commercially acceptable tenderers. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|---|--|----------|-------------|-------|---------------------------|-------|----------------------------|-------|-----------------------------|--------|------------------------------|--------|-------------------------------|--------|--------------------------------|----------|---|---------------------------|----------------------------|--------------------|-------------|---------------------------------|-------------|-----------------------------------|--------------|----------------------------------|----------------|----------------------------|----------------|
| 7.18 | The price bids received against Limited Tenders for Indent value of Rs. 5 Lacs and above, & Open Tenders shall be opened in the presence of tenderers who might choose to be present at the time of opening. | The price bids received against Limited Tenders for Indent value of Rs. 10 Lakhs and above, & Open Tenders shall be opened in the presence of tenderers who might choose to be present at the time of opening. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.29.1 | It shall be the responsibility of the Tender / bid / EOI Opening Committee to ensure that Integrity Pact duly signed as mentioned earlier, is received from the Bidder(s)/ Contractor(s) along with the offer / bid. Non – receipt of the same, shall lead to outright rejection of such offer / bid. | <i>Deleted, as Integrity Pact has been included in Part 2 of the bid, along with techno-commercial bid.</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.30 | RETURN OF UNOPENED PRICE BIDS: The unopened price bids of the parties whose offers are not technocommercially 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 7 days from the date of price bid opening. | RETURN OF UNOPENED PRICE BIDS: The unopened <i>hard copies of</i> price bids of the parties whose offers have not <i>been</i> 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. <i>In addition to the price bids, invalid, unsolicited and late offers are also to be returned back to parties within 10 days of tender opening.</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1 | Earnest Money 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, if any, in open tender should be decided on case to case basis by the Head of MM Deptt./ Contract Cell of Plants/ Units. The amount of EMD is to be specified in the tender document in terms of absolute value as per the following indicative schedule. <table border="1"> <thead> <tr> <th>Tender value (Rs. Lacs)</th> <th>EM (Rs.)</th> </tr> </thead> <tbody> <tr> <td>Rs.1.00 Lac</td> <td>1,000</td> </tr> <tr> <td>Above Rs.1.00 – 5.00 Lacs</td> <td>3,000</td> </tr> <tr> <td>Above Rs.5.00 – 10.00 Lacs</td> <td>7,500</td> </tr> <tr> <td>Above Rs.10.00 – 25.00 Lacs</td> <td>15,000</td> </tr> <tr> <td>Above Rs. 25.00 – 50.00 Lacs</td> <td>35,000</td> </tr> <tr> <td>Above Rs. 50.00 – 100.00 Lacs</td> <td>75,000</td> </tr> <tr> <td>Above Rs. 100.00 – 200.00 Lacs</td> <td>1,00,000</td> </tr> </tbody> </table> For value below Rs. 1 Lac and more than Rs. 2 Crores, Plants/Units will decide the amount for EM. | Tender value (Rs. Lacs) | EM (Rs.) | Rs.1.00 Lac | 1,000 | Above Rs.1.00 – 5.00 Lacs | 3,000 | Above Rs.5.00 – 10.00 Lacs | 7,500 | Above Rs.10.00 – 25.00 Lacs | 15,000 | Above Rs. 25.00 – 50.00 Lacs | 35,000 | Above Rs. 50.00 – 100.00 Lacs | 75,000 | Above Rs. 100.00 – 200.00 Lacs | 1,00,000 | Earnest Money (EM) is aimed at protecting the organization against irresponsible offers but should not be so high as to discourage tenders. EM should be taken in all cases of open tender and in case of LTE wherever considered necessary. Non requirement of EM, if any, in open tender should be decided on case to case basis by the Head of MM Dept. / Contract Cell of plants / units. The amount of EM is to be specified in the tender document in terms of absolute value as per the following indicative schedule. <table border="1"> <thead> <tr> <th><i>Tender value (Rs.)</i></th> <th><i>Earnest Money (Rs.)</i></th> </tr> </thead> <tbody> <tr> <td><i>Upto 1 lakh</i></td> <td><i>1000</i></td> </tr> <tr> <td><i>Above 1 lakh to 10 lakhs</i></td> <td><i>5000</i></td> </tr> <tr> <td><i>Above 10 lakhs to 50 lakhs</i></td> <td><i>15000</i></td> </tr> <tr> <td><i>Above 50 lakhs to 2 crore</i></td> <td><i>1 lakhs</i></td> </tr> <tr> <td><i>Above 2 crore to 10</i></td> <td><i>5 lakhs</i></td> </tr> </tbody> </table> | <i>Tender value (Rs.)</i> | <i>Earnest Money (Rs.)</i> | <i>Upto 1 lakh</i> | <i>1000</i> | <i>Above 1 lakh to 10 lakhs</i> | <i>5000</i> | <i>Above 10 lakhs to 50 lakhs</i> | <i>15000</i> | <i>Above 50 lakhs to 2 crore</i> | <i>1 lakhs</i> | <i>Above 2 crore to 10</i> | <i>5 lakhs</i> |
| Tender value (Rs. Lacs) | EM (Rs.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rs.1.00 Lac | 1,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs.1.00 – 5.00 Lacs | 3,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs.5.00 – 10.00 Lacs | 7,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs.10.00 – 25.00 Lacs | 15,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs. 25.00 – 50.00 Lacs | 35,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs. 50.00 – 100.00 Lacs | 75,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Above Rs. 100.00 – 200.00 Lacs | 1,00,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Tender value (Rs.)</i> | <i>Earnest Money (Rs.)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Upto 1 lakh</i> | <i>1000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Above 1 lakh to 10 lakhs</i> | <i>5000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Above 10 lakhs to 50 lakhs</i> | <i>15000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Above 50 lakhs to 2 crore</i> | <i>1 lakhs</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Above 2 crore to 10</i> | <i>5 lakhs</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | |
|-------|---|---|---|--|
| | | <i>crore</i> <i>Above 10 crore to 25 crore</i> <i>Above 25 crore to 50 crore</i> <i>Above 50 crore to 100 crore</i> <i>Above 100 to 500 crore</i> <i>Above 500 to 1000 crore</i> <i>Above 1000 crore</i> | <i>15 lakhs</i> <i>35 lakhs</i> <i>65 lakhs</i> <i>150 lakhs</i> <i>300 lakhs</i> <i>500 lakhs</i> | |
| 8.2 | Small Scale Industries (SSI)/ Ancillary Units and PSUs/ Govt. Undertakings and Co-operative Societies, etc., may be exempted from submission of EM as per Government Policy. For SSI Units, the exemption from submission of EM is to be granted only for the items for which it is registered. | <i>Micro & Small Enterprises (MSEs) / PSUs / Govt. Undertakings and Co-operative Societies etc., may be exempted from submission of EM as per Government policy. For MSEs, the exemption from Earnest Money is to be granted only on submission of valid notarized copy of certificate having a valid Entrepreneur Memorandum (EM) number. SSI/NSIC certificate holders should also submit a copy of Enterprise Memorandum.</i> | | |
| 8.2.1 | For getting exemption from submission of EM, the SSI unit is required to submit a notarized copy of the registration certificate indicating clearly the item for which they are registered and the validity of same. | <i>Deleted, as included in 8.2</i> | | |
| 8.3 | EM may 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 EM 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 EM should be entertained. EM valuing up to Rs. 7500/- may be accepted in cash also. | Earnest Money may 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. <i>Earnest Money can also be in the form of TT remittance / 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.</i> | | |
| 8.4 | RETURN OF EARNEST MONEY The EM provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / placement of purchase order/ signing of the job contract, whichever is earlier. In the event the tender of any party is rejected during the course of Techno-Commercial Scrutiny and Evaluation, the EM should be | RETURN OF EARNEST MONEY The EM provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / <i>issue of LOA</i> / placement of purchase order / signing of the job contract, whichever is <i>later</i> . In the event the tender of any party is rejected during the course of techno-commercial scrutiny and evaluation, the EM should be returned | | |

| | | |
|-------|--|--|
| | returned to such tenderer within seven days from the date of rejection of its offer. | to such tenderer within seven days from the date of rejection of its offer. |
| 9.1.2 | <p>The Indenter will send back the quotations/ tenders to the MM Deptt./ Contract Cell after scrutiny of the quotations/ tenders with its clear-cut recommendations within seven days from the date of receipt of tender by the Indenter. Where the estimated prices and finally assessed value based on actual prices vary widely, the Indenter should specifically comment on the basis of his estimation and the reasonableness of quoted price.</p> <p>In case the Tender Committee is to give the recommendations for placement of order/ award of contract on receipt of quotations/ tenders, the Tender Committee will send its recommendations for approval of Competent Authority, for placement of order/ award of contract.</p> | <p>The indenter will send to the MM Deptt. / Contract Cell its clear-cut recommendations within seven days from the date of receipt of tender by the indenter. Where the estimated prices and finally assessed value based on actual prices <i>is beyond the permissible range of variation</i>, the Indenter should specifically comment on the basis of his estimation and the reasonableness of quoted price.</p> <p>In case the Tender Committee is to give the recommendations for placement of order / award of contract 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.</p> |
| 9.2.1 | <p>The techno-commercial bids after its opening as per Para 7.17, shall be evaluated by the Indenter / Tender Committee and, wherever applicable, comments recommendations of the Consultants would be obtained. In case evaluation is done by the Indenter, a comparative statement of techno-commercial scrutiny of all the tenders shall be prepared and given along with its recommendations to the MM Deptt. / Contract Cell within seven days of the receipt of the Techno commercial bids.</p> | <p>The techno-commercial bids after its opening as per Para 7.17, shall be evaluated by the indenter / tender <i>evaluation</i> committee and wherever applicable, comments recommendations of the consultants would be obtained. <i>Indenter shall scrutinize the technical part and MM dept. shall scrutinize the commercial part of the bids.</i> In case evaluation is done by the indenter, a comparative statement of techno-commercial scrutiny of all the tenders shall be prepared and given along with its recommendations to the MM Deptt. / Contract Cell within seven days of the receipt of the techno- commercial bids.</p> |
| 9.2.3 | <p>During clarifications meetings with the tenderers, the basic features of the scope of supply/ job 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 and 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 revise the price bids on account of techno-commercial clarifications/ confirmation, and if permitted, the opportunity to submit revised price bids should be extended to all the techno-commercially qualified tenderers by a</p> | <p>During clarifications meetings with the tenderers <i>and clarifications / confirmations / details being sought from the tenderers</i>, the basic features of the scope of supply / job, <i>specifications</i> 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 and 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. <i>In case, the tenderers desire to revise their price bids it should be properly deliberated by the tender committee and may be permitted only under exceptional circumstances to be recorded in</i></p> |

| | | |
|---------|---|--|
| | fixed date and time. | <i>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.</i> |
| 9.2.5 | <i>New clause</i> | <i>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 considered for price bid opening / reverse auction along with the regular panel of suppliers in the subsequent price discovery cycle.</i> |
| 9.4.1 | After completion of the techno-commercial scrutiny, as explained in Paras 9.1 and 9.2, the price bids shall be opened and evaluated. At this stage if price bids are less than X+2, prior approval of Competent Authority be obtained for opening the price bids. | <i>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. 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.</i> |
| 9.4.5.1 | <i>Deleted</i> | <i>As given in 9.2.3</i> |
| 9.5 | For capital sanction/ AMR cases, the technical evaluation shall be done by the specified agencies and final recommendations shall be forwarded to MM Deptt./ Contract Cell. | For capital sanction / AMR cases, the technical evaluation shall be done by the specified agencies / <i>consultant</i> and final recommendations shall be forwarded to MM Dept. / Contract Cell. |
| 10.3.2 | <i>New clause</i> | <i>In case more than one tenderer is qualifying as L1, after price evaluation and the order is not to be split, the placement of order shall</i> |

| | | |
|------|--|--|
| | | <i>be done after obtaining reduced revised price bid from the L1 tenderers and if still there is a tie among L1 tenderers then to discover the final L1, draw of lots shall be held in presence of the tenderers who chose to be present.</i> |
| 10.4 | <p>For job contract cases, if the Tender Committee / committee observes that L-1 price is not reasonable as compared to the estimated price (refer Para 10.1), 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 prices of tenderers. The tenderers, who refuse to comply with this, their Earnest Money will be forfeited as stipulated under general terms and conditions of the tender documents (Ref. Para 6.12).</p> <p>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 of the Plants/ Units.</p> <p>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 supplier has any outstanding amount with the company against a different tender, the same should not be adjusted for this purpose. 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 supplier has any outstanding amount with the company against a different tender, the same should not be adjusted for this purpose.</p> | <p>For job contract cases, if the L-1 price is not reasonable as compared to the estimated price (refer Para 10.1), 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. The tenderers, who refuse to comply with this <i>action will be taken as per para 6.12.</i></p> <p>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 of the plants / units. 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 supplier has any outstanding amount with the company against a different tender, the same should not be adjusted for this purpose. 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 supplier has any outstanding amount with the company against a different tender, the same should not be adjusted for this purpose.</p> |
| 10.7 | For any preferential treatment to SSI/ Ancillary Unit as per Government Directives, each Plant/ Unit shall prepare a detailed scheme for placement of order on such Unit(s) and get it approved by the Competent Authority. This scheme should be based on the | <i>For any preferential treatment to Local MSEs each plant / unit shall prepare a detailed scheme for placement of order with approval of competent authority.</i> |

| | | |
|---------------|---|--|
| | extant guidelines issued by State/ Central Government for registration/ preferential treatment to SSI/ Ancillary Units. Thereafter, this scheme should be reviewed in the beginning of each financial year with the approval of the Competent Authority. | |
| 10.9 | <i>New clause</i> | <i>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.</i> |
| 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. | In case L-1 backs out, retendering should be resorted to in a transparent and fair manner without considering the backed out tenderer. <i>Besides forfeiting the EMD submitted by the said tenderer, the tenderer shall be kept under hold without issue of tender enquiries up to next 6 months including barring participation in open tenders with the approval of concerned HOD.</i> |
| 12.1 5.3.4 | The total quantity to be ordered on trial basis shall be determined and approved at the time of issue of LTE as explained in Para 5.3.4 | The total quantity to be ordered on trial basis shall be determined and approved at the time of issue of <i>tender</i> . <i>Tender</i> for trial order may be issued only with the approval of Head of MM / Contract Cell. |
| 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 TLI and then the trial quantity will be distributed as per table given in Para 10.3.1. | In case trial order is to be distributed among more than one trial party, the other trial parties will be asked to match their prices with TLI and then the trial quantity will be distributed as per table given in para 10.3.1. <i>However each party should be given the minimum trial quantity and in case this necessitates increase in trial quantity the same may be considered.</i> <i>No risk purchase action shall be taken in trial cases.</i> <i>Detailed trial procedure may be formulated by the individual Plants/Units.</i> |
| 14.0 | EXTENSION OF DELIVERY/ CONTRACT PERIOD AND LIQUIDATED DAMAGES (LD) 14.1 Liquidated Damages 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. 14.2 Extension of delivery/ contract period may be granted by the Competent Authority as per DOP. 14.2.1 The extension of delivery/ contract period when granted shall be subject to the following conditions: i. No increase in price shall be granted if the same takes place during the extended period, despite a variation Clause in the Order but | EXTENSION OF DELIVERY/ CONTRACT PERIOD AND LIQUIDATED DAMAGES (LD) <i>14.1 Liquidated damages 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.</i> <i>14.2 Extension of delivery / pre-ponement of contract period may be granted by the competent authority as per DOP.</i> |

reduction, if any, shall be availed of.

ii. Any increase/ decrease in taxes and duties on account of statutory increase / decrease / fresh imposition of any duty or taxes which take place during the extended period shall be admissible / availed of, provided it is CENVATABLE / set off is admissible against these levies.

iii. 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 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.

iv. If it is in the interest of SAIL to ensure completion of supply/execution of job and/ or fulfillment of contractual obligations subject to levy of LD when reasons for delays are not attributable to SAIL.

14.3 If the delay in completion of supply / execution of job is attributable to SAIL or Force Majeure only, Competent Authority may consider waiving of Liquidated Damages, as per the DOP.

14.2.1 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:

| | |
|---|--|
| <i>A. Delay attributable to SAIL / Force majeure</i> | |
| <i>LD</i> | <i>Not Applicable</i> |
| <i>Taxes & Duties</i> | <i>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.</i> |
| <i>Price Variation</i> | <i>Price variation, if indicated in the Purchase Order / Contract, shall be applicable during such extended period.</i> |
| <i>B. Delay is attributable supplier / contractor</i> | |
| <i>LD</i> | <i>Applicable</i> |
| <i>Taxes & Duties</i> | <i>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 Cenvat or setoff is admissible against these levies. Any decrease in taxes and duties during the extended period will be availed of.</i> |
| <i>Price Variation</i> | <i>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</i> |

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

17.1 The Sales Tax number of the supplier / Contractor should be

In case of supply, Sales Tax number & Excise registration number

| | | |
|------|---|---|
| | mentioned in the Purchase Order / Contract. | <i>should be mentioned and in case of service contract, Service Tax registration number should be mentioned in the contract.</i> |
| 18.1 | When it is intended to cancel the Purchase Order or Contract 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 without prejudice to our rights to recover L.D as per terms of the contract. Where the order is not kept alive beyond delivery period by implication or conduct of the parties, cancellation should be issued by the MM Deptt./ Contract Cell immediately after expiry of the delivery/ completion period stating that quantities 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 resorting to the risk purchase, approval of the next higher authority should be taken. Wherever necessary, Law Department should be consulted to protect the interests of the Plant/Company. | When it is intended to cancel the Purchase Order or Contract 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 without prejudice to our rights to recover L.D as per terms of the contract. Where the order is not kept alive beyond delivery period by implication or conduct of the parties, cancellation should be issued by the MM Deptt. / Contract Cell immediately after expiry of the delivery / completion period stating that quantities 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 <i>placing the alternate order and cancellation of original order on the defaulting party</i> approval of the next higher authority should be taken. Wherever necessary, Law Department should be consulted to protect the interests of the Plant/Company. |
| 23.0 | <p>23.0 PROCEDURE FOR SMALL VALUE PURCHASES</p> <p>23.1 SCOPE</p> <p>a. This procedure shall apply to indents of low value (Rs.5000/- to Rs.1,00,000/-). For indent value less than Rs.5000/-, procurement as per existing practice (i.e. through imprest or through any other mode) shall be continued.</p> <p>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 Rs.1,00,000/- per year for a Department.</p> <p>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 Rs.1,00,000/-.</p> <p>d. Emergency purchase shall not be covered under this procedure.</p> <p>e. For procurement of new items, necessary approval shall be taken as per DOP of the Plants / Units.</p> | <p>23.0 PROCEDURE FOR SMALL VALUE PURCHASES</p> <p>23.1 SCOPE</p> <p>a. This procedure shall apply to indents of low value (Rs.5000/- to Rs. <i>2,00,000/-</i>). For indent value less than Rs.5000/-, procurement as per existing practice (i.e. through imprest or through any other mode) shall be continued.</p> <p>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 Rs. <i>2,00,000/-</i> per year for a department.</p> <p>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 Rs. <i>2,00,000/-</i>.</p> <p>d. Emergency purchase shall not be covered under this procedure.</p> <p>e. For procurement of new items, necessary approval shall be taken as per DOP of the plants / units.</p> |
| 25.4 | <i>New clause</i> | <i>PROCUREMENT OF IMPORTED COAL & COKE: For import of Coal and Coke, "SAIL Policy for import of Coal & Coke" shall be followed.</i> |