



**PURCHASE /
CONTRACT
PROCEDURE
2014**

Corporate Materials Management Group



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ABBREVIATIONS USED

AMR	Addition, Modification and Replacement
AP	Automatic Procurement
BG	Bank Guarantee
CA	Competent Authority
CE	Chief Executive
CEC	Commercial Evaluation Committee
CEO	Chief Executive Officer
CTE	Chief Technical Examiner
CenVAT	Central Value Added Tax
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officer
DGS&D	Director General of Supplies & Disposal
DOP	Delegation of Powers
DRO	Direct Reporting Officer
ED	Executive Director
EMD	Earnest Money Deposit
EOI	Expression of Interest
EPS	Enterprise Procurement System
ERP	Enterprise Resource Planning
FIFO	First In First Out
GARN	Goods Acceptance/Rejection Note
GC	Guarantee Certificate
GCC	General Conditions of Contract
HOMM	Head of Material Management
HOD	Head of the Department
IPSS	Inter Plant Steel Standards
ISO	International Organisation for Standardisation

LCNS	Landed Cost Net of Set Off
LD	Liquidated Damages
LOA	Letter of Acceptance
LPP	Last Purchase Price
LTE	Limited Tender Enquiry
MM	Materials Management
MSE	Micro & Small Enterprises
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PAN	Permanent Account Number
PGB	Performance Guarantee Bond
PO	Purchase Order
PSU	Public Sector Units
RA	Reverse Auction
RBI	Reserve Bank of India
RFQ	Request for Quotation
STE	Single Tender Enquiry
TC	Tender Committee
TC	Test Certificate
TEC	Technical Evaluation Committee
TOD	Tender Opening Date
VAT	Value Added Tax
WC	Warranty Certificate
WO	Work Order

1.0 INTRODUCTION

- 1.1 The objective of the Purchase / Contract Procedure is to ensure transparency, fairness, uniformity and efficiency in the procurement process.
- 1.2 The Purchase / Contract Procedure – 2014 (PCP-14) is in line with CVC guidelines and has been finalized after in-depth deliberations with Materials Management, Vigilance, Projects and Finance.
- 1.3 The procedure is applicable to all purchases / contracts, unless specified otherwise.
- 1.4 Deviations to the PCP-14 should be rare. In exceptional cases, deviation may be permitted for recorded reasons with the specific approval of CEO / Chief Executive of the plants / units. The deviation shall be reported to CVO through ACVO of the plant / unit and to CMMG.
- 1.5 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

2.0 RAISING OF INDENTS

- 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 records shall also be maintained for such numbering / references at different stages for control purposes.
 - 2.1.1 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.
 - 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 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.

- 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 and the points for bonus and penalties should be indicated, wherever feasible.
- 2.2.2 Manufacturing drawings, wherever required, should be enclosed in adequate numbers with the indent. 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.
- 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 making items as Proprietary. 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 clause no. 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 such items the department shall raise 'Work Order (WO)' in the prescribed form, to be placed on the shops.

2.3 FOR JOB CONTRACTS

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 Guarantees should be clearly indicated in the indent. The indent should also include any other special terms and 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 and conditions, particularly the Inspection Clause, and specify the Inspecting agency for certifying the execution of jobs as per contracted terms and conditions. The name and the designation of the executing officer / 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 annual plan for the financial year. 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.
- 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 scrutinized 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). 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.

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.

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 registered vendors / last supplier; for new item(s) or new technology efforts should be made by the indenter to get more than one budgetary quotation.
- c. 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 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 directed by the manufacturers.

- 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.
 - 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.

- e. 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.

3.0 SCRUTINY OF INDENTS

- 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 the 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 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.

- 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 re-order level, screening is not required by the Screening Committee.
- 3.1.3 Indents value below Rs. 5 Lakhs, 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. 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 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 centralized maintenance, services, Contract

Cell, indenter, 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:

- a) Inclusion of the job in approved Annual Plan, mentioned at Para 2.3.5,
- b) Complete job description including 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,
- 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 / re-appropriation 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 Deptt / Contract Cell after obtaining approval of the competent authority

4.0 ACTION ON INDENT BY MM DEPTT / CONTRACT CELL

4.1 On receipt of the indent by the MM Dept. / Contract Cell, 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 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 Rs. 5 Lakhs and above shall be suggested by the respective Screening Committee and for indents valuing below Rs.5 Lakhs as referred in Para 3.1.3, the mode of tendering shall be suggested by the MM Dept. / Contract Cell, for approval of Competent Authority.
- 4.2.1 The indents should be processed by the MM Dept. / Contract Cell within three days / seven days respectively for purchase / job contract, of receipt of the indent from respective Screening Committee, for the approval of the Competent Authority (as per the DOP). The proposal seeking the approval of the Competent Authority for the mode of tender shall also envisage terms and conditions of the tender with deviations, if any, the cost of tender documents, to be fixed by MM Dept. / Contract Cell, 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. Enquiry is to be issued by the MM Dept. / Contract Cell, 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 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 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.

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 for Proprietary items (Original Equipment Manufacturer).
 - iv) Single Tender (other than Proprietary item)
- 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) Rate Contract of Plant / Unit / Sister Plant / SAIL
 - iii) DGS&D Rate Contract.
- 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 / 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 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 the option to collect the complete document from SAIL without any charge if they are unable to download it from the website.

- 5.2.3 An abridged version of the open tender notice shall be published in leading local and 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 Journal.
- 5.2.4 Intimation for open tenders may be given by the dealing officer by email to all the parties who had participated in tenders earlier or any other known party who may be manufacturing the item / job tendered out.

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 / 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.
- 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 to be given to maximize procurement / finalization of contracts through e-mode of tendering such as ERP / EPS / web enabled system. 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 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 clause No. 5.3.4 (iv), the registration of firms has been done for general categories, namely Bearings, motors, gears etc. Wherever feasible, subcategory-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 only two 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 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 shall be issued with the approval of the concerned EDs for the next cycle.

- 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 Rs.5 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 Rs.5 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.

5.3.8 LTE for value Rs.5 Lakhs and above should be posted on the website by the respective plants / units. The suppliers to whom the LTE is issued should be able to access such LTE documents through their ID and passwords.

5.3.9 The following instructions would be put up on the 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 In case where large numbers of parties are registered in a particular category / class, Notice Inviting Tender (NIT) can be posted in the website and notice board placed at prominent place mentioning that relevant category of contractor shall be only eligible for applying.

5.3.11 LTEs should be issued in such a way that sufficient competitive quotations are received from the parties.

5.3.12 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 (Proprietary)

Enquiries for Proprietary items (Original Equipment Manufacturer / Suppliers / Technology Supplier / Job Contracts) 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 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 Enquiry, therefore LTE may be issued to the authorized dealers.

5.4.2 Single Tender Enquiry (Other than Proprietary)

The cases where the enquiry is restricted to only one source, though many sources / suppliers exist, such procurement 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 of the plant / unit in all cases except procurement from PSUs / State Government Undertakings where approval of Competent Authority shall be obtained.

CVC Office Order No.23/7/07 dated 5th July 2007 to be referred to.

- 5.4.2.1 A list of items procured on single tender basis, of value Rs. 5 Lakhs and above should be hosted on SAIL website to enhance vendor base of such items. The list of items displayed would be plant-wise; giving items details viz. Catalogue number, description, detailed specifications, annual requirement as well as area of use etc.
- 5.4.2.2 The instructions to be included on the 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 website on a quarterly basis. A resource person at respective plants / units should be nominated for co-ordination.

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 and 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. 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 considered for ordering is not more than 100% of the original ordered quantity, 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 of the plants / units, after recording justification.

5.6 RATE CONTRACT (OWN)

5.6.1 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 regularly, 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 DGS&D RATE CONTRACT

DGS&D, New Delhi have entered into rate contracts for a number of items of wide demand some of which are also purchased by SAIL plants / units regularly. Though SAIL is not a Direct Demanding Office under the DGS&D contracts, it is possible for SAIL as a Public Sector Undertaking to avail of the attractive prices and terms of these DGS&D Rate Contracts. Orders / enquiries may, therefore, be issued to the supplier(s) having DGS&D Rate Contracts as per the DOP for the procurement of the relevant items.

- 5.7.1 For purchase of any item at DGS&D rate, order can be placed on any one or more vendor(s) with DGS&D Rate Contract. Procurement through DGS&D route to be as per the Procedure for Ordering under DGS&D Rate Contract dated 16th December 2011.

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 uninterrupted. In case of purchase, such emergency normally occurs when there is 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.
- 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 as per the Policy for Participation in Tenders / Auctions dated 26th July 2012.

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 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 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 / security deposit in the form of Bank Draft / Bank Guarantee (along with validity period), and
- g) any other criteria, considered necessary. The above criteria shall be specified in the Tender Document under special terms and conditions.

6.5 The MM Dept. / Contract Cell shall also determine / record 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. 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 and conditions.

6.6 MM Dept. / Contract Cell 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 and 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, 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 one day prior to the date of opening of price bids. The RBI reference rate is available on the website of RBI [http:// www.rbi.org.in/home.aspx](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 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, except in the case mentioned at 10.2.1 and purchase preference in case of MSEs
- 6.11 In the Tender document under general terms and 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 and 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 have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee Bond will be decided by SAIL / Plant (name of the Plant) at the time of placement of order. Earnest Money of the tenderers who refuse to give Performance Guarantee Bond 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 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 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 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 shall be included in the tender / bid / LTA / Contract documents, valuing Rs. 20 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 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 or to the Chief Vigilance Officer (CVO), SAIL, Ispat Bhawan, Lodi Road, New Delhi.

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 and conditions of contract of SAIL plants / units, as applicable to the case, i.e., (i) for purchases only, (ii) for job contracts only, (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 and 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 pre-determined and mentioned in the tender document.

6.17.3 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.

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.
- 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 only after the Techno-Commercial terms are settled and samples wherever 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 : Up to 6 weeks
- ii. Global Tender : Up to 8 weeks.
- iii. LTE (indigenous) : Up to 4 weeks.
- iv. LTE (imports) : Up to 6 weeks

6.18 EXPRESSION OF INTEREST

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.

6.19 PRE-BID DISCUSSIONS

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.

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 and 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.

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

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.

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 Rs. 2 crores, the scrutiny and recommendations should be in accordance with the prevailing guidelines and as per DOP.

6.21.2 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 Committees shall function concurrently.
- 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 after freezing the Technical & Commercial conditions.
- e) To evaluate the price offers, conduct negotiation with L-1 tenderer, if required, under exceptional situations with the 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.

6.21.3 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.

6.21.4 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. EPS / SRM e- platform;

- 7.2 Tenders received by post shall be sorted out according to the date of tender opening and be given to the concerned MM Dept. / Contract Cell Executive
- 7.3 FAX / verified e-mail quotations 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 Tenders shall be opened centrally and jointly by an officer each from MM Deptt. / 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. In case of EPS / SRM, the dealing officer will open the tenders received through e-mode.
- 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 shall be opened immediately after specified closing time on the last day of submission of tender in the presence of an executive of MM Dept. / Contract Cell, 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 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 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.

- 7.8 Offers received against Single Tender cases can be opened before or after the tender opening date by the dealing MM Dept. / Contract Cell Executive. 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, 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 against Limited Tender / Open 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 against Limited Tender / Open 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 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 after due date of tender opening shall also be treated as unsolicited and rejected.
- 7.15 Tenders not accompanied by requisite Earnest Money, where Earnest Money is stipulated in the tender condition, shall be treated as invalid.
- 7.16 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.
- 7.17.1 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, 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 them in accordance with clause number 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 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, all the matters having financial / commercial implications will still be dealt with by MM Dept. / Contract Cell only.
- 7.20 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 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 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 Number 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:

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 back to parties within 10 days of tender opening.

8.0 EARNEST MONEY (EM)

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 Dept. / 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.

Tender value (Rs.)	Earnest Money (Rs.)
Upto 1 lakh	1000
Above 1 lakh to 10 lakhs	5000
Above 10 lakhs to 50 lakhs	15000
Above 50 lakhs to 2 crore	1 lakhs
Above 2 crore to 10 crore	5 lakhs
Above 10 crore to 25 crore	15 lakhs
Above 25 crore to 50 crore	35 lakhs
Above 50 crore to 100 crore	65 lakhs
Above 100 crore to 500 crore	150 lakhs
Above 500 crore to 1000 crore	300 lakhs
Above 1000 crore	500 lakhs

- 8.2 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 Entrepreneurs Memorandum (EM) number. SSI / NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum.
- 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. 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. 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. 15000/- may be accepted in cash also.
- 8.3.1 For contract cases plants / units may give option to the registered contractors for deposition of one time nonadjustable EM to be decided locally with the approval of Chief Executive. However, no interest shall be payable on such deposits.

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 / issue of LOA / placement of purchase order / signing of the job contract, whichever is later.

In the event the tender of any party is rejected during the course of Techno-Commercial Scrutiny and Evaluation, the EM should be returned to such tenderer within seven days from the date of rejection of its offer.

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 for recommendations on specified forms after technical and commercial scrutiny.

9.1.2 The indenter will send to the MM Dept. / 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 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 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 evaluation committee and wherever applicable, comments recommendations of the consultants would be obtained. Indenter shall scrutinize the technical part and MM dept. shall scrutinize the commercial part of the bids. 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 Dept. / Contract Cell 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 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.

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 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 update their price bids 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 shall be rejected on the basis of recorded reasons and with the approval of the Competent Authority. If such

report is received after opening of the price bids, then also the quotation / tender of that tenderer shall be rejected after recording the reasons and with the approval of the Competent Authority.

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.

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.
- 9.6 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.

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 of the Plant / 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-I tenderer is within the specified range of estimated price and the party has offered full tendered quantity / scope of work, proposal for placement of order on L-I tenderer will be made and processed.
- 10.2.1 In case, the L-I tenderer as indicated in Para 10.2, has not offered full quantity / scope of work, the L-1 party 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-I price. Offers of such tenderers who match L-I price may be accepted for the quantity / scope of work offered by them in order of their rankings.

b. If the full quantity / scope of work is still not covered at L-I 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-I price is within the approved limits of estimate, then the tenderers will be asked to match their prices with L-I rate for distribution of the items / jobs to be ordered. Only the tenderers, who agree to match their prices with L-I rate, will be considered for the distribution of order.

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-I 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-I 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-I 35%

L-2 17.5%

L-2 17.5%

L-3 10%

L-4 10%

L-5 10%

$$\left. \begin{array}{l} L-2 17.5\% \\ L-2 17.5\% \end{array} \right\} \text{i.e. } \frac{20+15}{2} = 17.5\%$$

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:-

$$\left. \begin{array}{l} \text{L-1 23.33\%} \\ \text{L-1 23.33\%} \\ \text{L-1 23.33\%} \end{array} \right\} \text{ i.e. } \frac{35+20+15}{3} = 23.33\%$$

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-4, and only four parties are to be considered for placement of order, the distribution shall be

$$\left. \begin{array}{l} \text{L-1 37.5\%} \\ \text{L-1 37.5\%} \end{array} \right\} \text{ i.e. } \frac{50+25}{2} = 37.5\%$$

L-2 15%

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 L1, 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 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.

10.4 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, action will be taken as per para 6.12.

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 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 For any preferential treatment to Local MSEs each plant / unit shall prepare a detailed scheme for placement of order with approval of competent authority.
- 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 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.
- 11.2 Negotiations, if required, should be conducted with the L-1 bidder only, with the approval of Competent Authority. Convincing reasons must be recorded by the authority recommending negotiations. Negotiations should be held by the Tender Committee / Committee

consisting of executives from Purchase / Contract 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 6 months including barring participation in open tenders with the approval of concerned HoD.
- 11.5 For cases up to Rs.10 lakh (Rs.40 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.
- 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 TLI is the lowest evaluated price.

- 12.4 If the evaluated TLI price is less than or equal to the established L-1 rate (received against regular LTE 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 TLI 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 TLI 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.
- 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.
- 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 by the Competent Authority, should not exceed one month from the date of submission of recommendations.
- 13.6 Any order placed / work awarded on Single Tender / nomination basis valuing Rs. 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:

For all tenders above Rs. 50 Lakhs, the post tender contract details, stated as follows should be posted on the website:

Tender No. / Item or nature of work / Mode of tender, NIT date, type of Bidding (Single / two bid system) / last date of receipt of tender / no. of offers received / no. of parties not qualified after technical evaluation / whether contract was awarded on L-1 / Contract No. & value / scheduled date of completion of supplies.

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	NotApplicable
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.
Price Variation	Price variation, if indicated in the Purchase Order / Contract, shall be applicable during such extended period.

B. Delay is attributable 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 CENVAT or setoff 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. 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. / 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 bills, more than Rs. 1 Lakh completed in all respect, pending with Finance where payment has been delayed beyond 30 days from due date, the details along with reasons, should be forwarded by the Head of Finance of plants / units to the respective Vigilance Department, on a monthly basis.

17.0 TAXES

- 17.1 If any tenderer does not ask for duties, taxes, levies, etc. extra in his quotation and if this clause has accordingly been incorporated in the Purchase Order / Contract, the tenderer will not be eligible for payment towards this. If duties, taxes, levies etc. including excise duty, are quoted separately by the supplier and the same have been taken into consideration for calculating the landed cost, then the supplier must furnish the necessary documents and indicate each element for reimbursement, even though the same might not have been claimed separately in the bills. In case, the supplier fails to submit the requisite documents, the reimbursable amount on account of duties, taxes, levies as indicated in his quotation / the invoice / the Purchase Order / Contract shall be deducted from his bill. The same should be mentioned in the Purchase Order / Contract.
- 17.2 In case of supply, Sales Tax Number & Excise registration number should be mentioned and in case of service contract, Service Tax registration number 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 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 LD 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 Dept. / 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 placing the alternate order and 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 Risk Purchase action after issue of notice to the defaulting party a tender enquiry will be issued excluding 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 provide it with last chance to effect supply 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 and 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.

- 18.3 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.
- 18.4 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 and 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 endeavour on the part of all plants / units to find out and / or develop substitutes / sources of supply with a view to reduce cost of input materials / services. Consideration may also be given to save foreign exchange.
- 19.2 To achieve this objective, Chief Executive of each Plant / 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 Deptt. 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 of the Plant / 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 PROCUREMENT THROUGH REVERSE AUCTION

Instructions issued by CMMG, Corporate Office, from time to time w.r.t. "Guidelines on Procurement through Reverse Auction (RA)" 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".

23.0 PROCEDURE FOR SMALL VALUE PURCHASES

23.1 SCOPE

- a. This procedure shall apply to indents of low value (Rs.5000/- to Rs. 2,00,000/-). For indent value less than Rs.5000/-, procurement as per existing practice (i.e. through imprest or through any other mode) shall be continued.

- 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. 2,00,000/- 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 Rs. 2,00,000/- .
- 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 Rs. 2,00,000/- 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.
- 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 Rs. 2,00,000/- 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 preferably from the list of registered vendors maintained by the MM Dept. 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 Sales Tax/VAT 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 GM 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 L1 Landed Cost Net of Set off (LCNS) 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 acceptable range with the approval of Next Higher Authority, 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 TC / GC / WC.

24.0 PROCEDURE FOR SMALL VALUE JOB / SERVICE CONTRACTS

24.1 SCOPE

a. This procedure shall apply to job / service indents of low value (Rs.5,000/- to Rs. 2,00,000/-). For indents value less than Rs.5,000/-, existing practice shall be continued.

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 Rs. 2,00,000/- 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. 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 Rs. 2,00,000/- 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 preferably from the list of registered contractors. 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 and 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 may correspond directly with the party to bring it to acceptable range with the approval of Next Higher Authority, 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 the proprietor / partner / Director of the firm has any relation with any employee working in the plants / units concerned or Director of SAIL including its subsidiaries and if so, give the details and the relationship.
- 25.3 While procuring materials, the focus should be on electronic communication and efforts may be made to gradually shift the total procurement process on e-procurement only.
- 25.4 **PROCUREMENT OF IMPORTED COAL & COKE:** For import of Coal and Coke, “SAIL Policy for import of Coal & Coke” shall be followed.



Central Vigilance Commission Circulars



No.005/CRD/19
Government of India
Central Vigilance Commission



Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 5th July 2007
Office Order No.23/7/07

OFFICE ORDER No.23/7/07

Subject:- Transparency in Works/Purchase/Consultancy contracts awarded on nomination basis.

Reference is invited to the Commission's circular No.15/5/06 (issued vide letter No.005/CRD/19 dated 9.5.2006), wherein the need for award of contracts in a transparent and open manner has been emphasized.

2. A perusal of the queries and references pertaining to this circular, received from various organizations, indicates that several of them believe that mere post-facto approval of the Board is sufficient to award a contracts on nomination basis rather than the inevitability of the situation, as emphasized in the circular.
3. It is needless to state that tendering process or public auction is a basic requirements for the award of contract by any Government agency as any other method, especially award of contract on nomination basis, would amount to a breach of Article 14 of the Constitution guaranteeing right to equality, which implies right to equality to all interested parties.
4. A relevant extract from the recent Supreme Court of India judgement in the case of Nagar Nigam, Meerut Vs A1 Faheem Meat Export Pvt. Ltd. [arising out of SLP (civil) No.10174 of 2006] is reproduced below to reinforce this point.

"The law is well-settled that contracts by the State, its corporations, instrumentalities and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons and the notifications of the public-auction or inviting tenders should be advertised in well known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, subject matter of auction, technical specifications, estimated cost, earnest

money deposit, etc. The award of Government contracts through public-auction/public tender is to ensure transparency in the public procurement, to maximize economy and efficiency in Government procurement, to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution. However, in rare and exceptional cases, for instance, during natural calamities and emergencies declared by the Government; where the procurement is possible from a single source only; where the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists; where the auction was held on several dates but there were no bidders or the bids offered were too low, etc., this normal rule may be departed from and such contracts may be awarded through 'private negotiations'."

(Copy of the full judgement is available on the web-site of the Hon'ble Supreme Court of India, i.e., www.supremecourtindia.nic.in)

5. The Commission advises all CVOs to formally apprise their respective Boards/managements of the above observations as well as the full judgement of the Hon'ble Supreme Court for necessary observance. A confirmation of the action taken in this regard may be reflected in the CVO's monthly report.
6. Further, all nomination/single tender contracts be posted on the website ex post-facto.

(Rajiv Verma)
Under Secretary

To
All Chief Vigilance Officers



No.005/CRD/19
Government of India
Central Vigilance Commission



Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 9th May 2006

CIRCULAR No.15/5/06

Subject:- Transparency in Works/Purchase/Consultancy contracts awarded on nomination basis.

The Commission had, in it's OM No. 06-03-02-CTE-34 dated 20.10.2003 on back to back tie up by PSUs, desired that the practice of award of works to PSUs on nomination basis by Govt. of India/PSUs needed to be reviewed forthwith. It is observed that in a number of cases, Works/Purchase/Consultancy contracts are awarded on nomination basis. There is a need to bring greater transparency and accountability in award of such contracts. While open tendering is the most preferred mode of tendering, even in the case of limited tendering, the Commission has been insisting upon transparency in the preparation of panel.

2. In the circumstances, if sometimes award of contract on nomination basis by the PSUs become inevitable, the Commission strongly feels that the following points should be strictly observed.
 - (i) All works awarded on nomination basis should be brought to the notice of the Board of the respective PSUs for information.
 - (ii) The reports relating to such awards will be submitted to the Board every quarter.
 - (iii) The audit committee may be required to check at least 10% of such cases.
3. This may be noted for strict compliance.

(V. Kannan)
Director

All Chief Vigilance Officers

Copy to:

- (i) All Secretaries of Govt. of India
- (ii) All CEOs/Head of the organisation



No.005/CRD/19
Government of India
Central Vigilance Commission



Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 13th May 2010

OFFICE ORDER No.19/05/10

Subject:- Transparency in Works/Purchase/Consultancy contracts awarded on nomination basis.

Commission vide Circular No. 15/5/06 dated 09.05.2006 had prescribed certain measures to be followed on works/purchase/consultancy contracts awarded on nomination basis by PSUs. These instructions have since been reviewed in the Commission and the Commission is of the view that the Board of the PSU is not required to scrutinize or post facto vet the actions of the operational managers and their decisions to award work on nomination basis.

2. Therefore, the following amendment is being made in sub-para (i) of Para 2 of Commission's above circular:-

"All works awarded on nomination basis should be brought to the notice of the Board of the respective PSUs for scrutiny and vetting post facto".

Read as

"All works awarded on nomination basis should be brought to the notice of the Board of the respective PSUs for information".

All Chief Vigilance Officers of CPSUs.

(Vineet Mathur)
Director

Copy to:

- (i) All Secretaries of Govt. of India
- (ii) All CEOs/Head of the Organisation



No.005/CRD/19
Government of India
Central Vigilance Commission



Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 11th Feb. 2011

CIRCULAR No.01/02/11

Subject:- 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 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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NOTES

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