



SECTION 3_Revision 1 Dt. 26-April-2022

Commercial Terms and Conditions for Indigenous Vendors	
1.	PaymentTerms: 100% Payment will be made against receipt and acceptance of material and submission of bills complete in all respect thereof within 30 days.
2.	Packing Condition: <u>Unless or otherwise indicated in section-1, the following is applicable</u> The Supplier shall be responsible for the items being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination. Packing material shall not be returned to the supplier, unless stated otherwise. SAIL-SRU will not be responsible for loss or damage during transit.
3.	Weighment: For bulk material to be accepted by weight, all the trucks / wagons / trailers / tankers etc. shall be weighed at the destination at the purchaser's weighbridge(s). Supplier's challan weight for each truck / wagon / trailer / tanker etc. shall be accepted as final, if the weighment at purchaser's premises for that truck / wagon / trailer / tanker etc. is within the tolerance range indicated in the contract. If the weighment at purchaser's weighbridge(s) is found to be more than the challan weight, the payment shall be restricted to the challan weight. In case the weighment at purchaser's weighbridge(s) is found to be less than challan weight even after allowing the tolerance range indicated in the contract, the weighment at purchaser's premises shall be final for the purpose of payment. Weighment tolerance : (±) 0.5%.
4.	Inspection & Testing: Inspection Clause indicated in Section-1 if any, will supersede the one mentioned below. a) Before dispatch of material, the supplier at their own cost will get the same pre-inspected through Government / Government approved Inspection Agencies/ RITES / NABL /NABL approved labs. Inspection shall have to be done for both the quality and quantity as mentioned in the purchase order. Material will be despatched by the supplier only if it is as per PO Specification (including rebate formula). b) Sealing of each and every bag should be done by Inspection Agency. c) The Inspection Agency shall certify that the Inspected material has been loaded in jumbo bags and the jumbo bags have been sealed in their presence. (If Jumbo bags are used) d) The Seal Numbers should be indicated in the inspection certificate. e) This inspection certificate from the 3rd party shall be the basis for accepting the material at our stores. The third party inspection certificate & related documents will be checked and if the test results are found as per PO specifications (including rebate formula), GARN (Goods Acceptance & Rejection note) for acceptance shall be generated for the quantity received against respective BL/Challan. If deviations are beyond rebate formula, GARN would be generated for rejection, mentioning the reasons for rejection. f) Any stores so rejected at Purchaser's premises on the basis of inspection certificate from the 3rd party will not be eligible for application of clause 4.1 below and the material must be removed by the Supplier within 30 days from date of receipt of intimation of rejection of supplies. If the rejected goods have already been paid for (partly or fully), the supplier shall before removal of rejected goods, either deliver correct replacement goods at Purchaser's premises completely free of cost (including cost of goods, freight, taxes, duties etc) or refund the payment received as well as make full compensation for freight, taxes, duties etc. Such rejected Stores shall lie at supplier's risk from the time of such rejections and if not removed within the above time limit of 30 days, the Purchaser shall have the right to dispose off the said rejected materials as deemed fit without any financial obligation to the supplier. g) However, SRU reserves the right to test the material anytime from receipt to consumption of total



	<p>received quantity (not later than 12 months of receipt of consignment at SRU Stores).</p> <p>h) Upon such test as per g) above, if any deviation is found in the specification of the material received w.r.t purchase order specification, material shall be treated as rejected and intimation of same will be sent to the supplier and the issue will be dealt as below:</p> <ul style="list-style-type: none"> i. If the supplier does not dispute the findings of the purchaser within 30 days of receipt of intimation, the provisions same as clause f above will be applicable considering as if the date next to a period of 30 days from receipt of intimation sent under this clause is the “date of receipt of intimation” mentioned in clause f. If the supplier does not replace the material within specified time, SRU shall be entitled to reimbursement of moneys paid for the material even if the unlifted quantity is disposed off after specified time. SRU shall take necessary measures for recovery from supplier if they do not pay the amount to SRU. ii. If the supplier disputes the findings of the purchaser within 30 days of receipt of intimation, the provisions as at para 4.1 below shall be applicable.
<p>4.1.</p>	<p>Quality Dispute Resolution for Raw Materials:</p> <p>If the supplier disputes the test results communicated under clause 4.h, and requests for Joint sampling & testing at an Outside Laboratory; joint sampling of the material will be done once again by SRU lab. For such joint sampling, the supplier shall fix up a mutually agreed date with the SRU unit but such date will not be later than 10 days from the date of receipt of request from the supplier. Supplier’s representative would visit SRU at their own cost.</p> <p>In case the representative of the supplier doesn’t turn up on the scheduled date of joint sampling, it would be construed that the Party is not interested for joint sampling and no further action is required, then the prevailing rejection report will prevail upon and the party should lift back the material as mentioned above (Clause: 4.h.i).</p> <p>Four samples are to be prepared, sealed and jointly signed. One will be sent to Outside Test House, one will be given to the Supplier & two shall be retained with the Laboratory, till closure of P.O.</p> <p>After joint sampling, a minute is to be drawn with the representative of the supplier clearly stating the outside laboratory, where the sample shall be sent for testing and that the test report so obtained shall be final & binding on both the parties for the full quantity covered under the consignment.</p> <p>Sample to be sent to the mutually agreed Outside Test House as stipulated herein within three (3) days from the date of joint sampling, by the Laboratory. In case the initial testing was done at an outside testing agency, the sample after the joint sampling would not be sent to the same testing agency and also must not the agency who had issued the 3rd Party Inspection certificate before dispatch of the material.</p> <p>In case the test report of joint sampling is found acceptable (including Rebate formula), the Rejection report issued earlier shall be modified accordingly for acceptance. In case of material is accepted under Rebate formula, procedure as mentioned above in (Clause: Inspection & Testing) shall be followed.</p> <p>If the test results are found beyond the Rebate formula, then the prevailing rejection report will prevail upon and the party should lift back the material as mentioned above (Clause: 4.h.i).</p> <p>However, if certain quantity has already been used, then the proposal for settlement through MRB (material review board) may be submitted enclosing all the relevant documents within a period of 7 days from the receipt of the test results.</p> <p>Testing charge, will initially be borne by SRU but finally to be claimed from the party whose contention had been lost.</p>
<p>4.2.</p>	<p>Test House for testing joint Sampling in Clause 4.1.</p> <p>Testing Laboratories indicated in Section-1 if any, will supersede the one mentioned below:- India based NABL approved laboratories of SGS, BVQI, Alex Stewart , Inspectorate Griffith & DISIR along with Government approved CSIR laboratories i.e. CGCRI, IMMT, NML & RITES.</p>



4.3.	MRB (Material Review Board) Materials shall be accepted only as per clause 4 above. However, in case of situations warranted under clause 4.g, 4.h.ii and 4.1, if certain quantity of material has been consumed before being finally decided as rejected, materials so consumed will be regularized through Material Review Board (MRB) with appropriate price reduction. Material Review Board will decide the amount to be recovered from the supplier. The supplier can remit the amount to SRU.
5.	Price Quoted: FOR/DDP/ Door Delivery at SAIL Plant/ Unit (by Road only). Quoted rates shall be considered inclusive of packing & forwarding charges. No packing & forwarding charges shall be allowed separately unless specifically agreed by SRU. The quoted Price/ Rate shall also be applicable for part quantity ordered in case of distribution of Order.
6.	Goods and Service Tax Invoice under GST Regime should contain the following details a) Name, Address and GSTIN of Supplier b) Place of Delivery c) Date of Issuance of Invoice d) Place of supply mentioning state name & code e) HSN code of goods f) Accounting code of services g) Description of goods/ services h) Quantity in case of goods and unit i) Taxable value of goods (where applicable) j) Rate of Tax k) Amount of tax charged l) Total value of services (where applicable) m) The word 'Revised Invoice/ Supplementary Invoice'- where applicable n) Recipient Details- Name, Address & GSTIN* o) Consecutive serial number unique for a FY p) Indication if tax payable under reverse charge q) Signature/Digital Signature of the supplier *GSTIN for all SRU-Plants and HO are mentioned below:- GST ID for all SRU Jharkhand based units. 1. SRU- Ranchi Road - 20AAACS7062FAZJ 2. SRU- Bhandaridah - 20AAACS7062FAZJ 3. SRU- IFICO - 20AAACS7062FAZJ 4. SRU- Bokaro - 20AAACS7062FAZJ GST ID for all SRU Chhattisgarh based Unit 5. SRU-Bhilai – 22AAACS7062F1ZO
7.	TAXES AND DUTIES TDS FOR INCOME TAX Tax deduction of source (TDS) shall be mode towards income tax from all the bills of the contractor of applicable rates as per Income Tax Act and Rules. OTHER TAXES 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing as on date or applicable in future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and



	<p>Cess except GST and compensation cess. Vendor/Supplier/Contractor has to clearly show the amount of GST/compensation cess separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their Accounting/IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SAIL.</p> <ol style="list-style-type: none">3. In cases where GST is leviable on any facilities/supplies provided by SAIL and used by Vendor/Supplier/Contractors in the and the consideration for which is recovered by SAIL in the form of reduction in the value of invoice raised by Vendor/Supplier/Contractor, then SAIL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractors.4. Evaluation of L-I prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SAIL. SAIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor. The supplier under Composition Scheme should carefully understand the implication of Input Tax Credit (ITC) before quoting the rates.5. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then on equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows :<ol style="list-style-type: none">a) If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made.b) In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SAIL.6. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:<ol style="list-style-type: none">a) If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.b) In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed or recovered only if the reasons for extension of the contract is attributable to SAIL. In any case, recovery shall be made in case of a downward variation in the rate of tax.7. Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices/ GST Debit notes or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SAIL in the customized format shared by SAIL in order to enable SAIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable SAIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract. GST charged on debit notes shall be reimbursed only if such debit notes are issued within the prescribed time limit for availment of credit.8. In the event supplier issues a credit note to the SAIL, such credit note shall include GST component only in circumstances set out under the GST law and upon mutual agreement between supplier and SAIL. This shall be subject to the condition that supplier shall comply with the procedural requirements relating to issuance of credit notes under the GST law.9. In case Input Tax Credit of GST is denied or demand is recovered from SAIL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-
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	<p>payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SAIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SAIL, of its discretion, may also withhold/recover such disputed amount from the pending payments of the Vend/Supplier/Contractor.</p> <p>10. Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.</p> <p>11. Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure as per CGST Act, 2017.</p> <p>12. Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.</p> <p>13. SAIL shall charge GST over and above on the liquidated damages reduced from the price payable to the Vendor/Supplier/Contractor against supply of goods or services.</p> <p>14. Bidder is required to provide the self-attested copy of his GST Registration certificate and complete address of his principle place of business and branches if any.</p> <p>15. In case of Bidder is registered under Composition Scheme, than they should clearly mentioned in the offer that they are covered under Composition Scheme and no GST will be charged separately against execution of the contract.</p> <p>16. Seller has to comply with all aspects of GST with regard to E-Invoicing & E-Way bill.</p>
8.	<p>Transportation & Transit Insurance: Both to be arranged by tenderer/ supplier. The transportation of materials shall be by trucks on Freight Paid Door Delivery basis. If the tenderer intends to claim freight charges extra, the same shall be billed in the invoice. Accordingly, freight charges as per accounting unit of the item shall be indicated in the Price break-up to be submitted in EPS or after Reverse Auction</p> <p>a) The Supplier shall do loading of materials and the Purchaser shall do unloading.</p> <p>b) Payment of GST on Freight and availing Credit on GST paid shall be entirely tenderer's responsibility. Hence, there will be no reimbursement of GST on Freight amount from SRU Plant.</p> <p>c) Insurance Charges: The transit insurance of the material from vendor's premises to SRU Plant store on Door Delivery basis shall be the responsibility of the supplier. Material shall be supplied on insurance paid basis. Wherever tenderer intends to claim insurance charges extra, the same shall be billed in the invoice. Accordingly, insurance charges as per the accounting unit of the item shall be indicated in the price break up to be submitted in EPS or after reverse auction.</p>