

**INSTRUCTION TO BIDDER**

1. Bidders who submit their offer shall be deemed to have read, understood and accepted the terms and conditions applicable to this tender/ NIT.
2. SAIL standard terms & conditions (SAIL/P1) is applicable for all tenders /NIT which is available in standard document section of our website [www.sailtenders.co.in](http://www.sailtenders.co.in) / <https://srm.sailisp.co.in> Please read carefully before submitting offer.
3. Supplier should submit Goods and Service Tax (GST) details i.e. Number, Validity, Category, Suspension period- if applicable along with self-attested copy of registration certificate under GST rules in the first instance. Any subsequent change in status with respect to change, suspension or cancellation should be informed as and when the same occurs.
4. Duplicate for Transporter (DFT), if any, for availing Input Tax Credit (ITC) should be submitted along with the supply, and payment for tax amount shall be released only against the same and to the extent of invoice.
5. Where ISP places order on the vendor based on its offer and details of GST registration / other information, if input tax or Central Value add Tax (CENVAT) credit is subsequently not available for reasons attributed to the vendor, the loss to ISP arising out of or as a consequence of the same shall be recoverable without prejudice to the right of ISP to take action as per contract or law of the land.
6. ISP reserves the right to prepone / postpone due date of tender opening.
7. In case your firm is a Micro / Small / Medium Enterprise as per Govt. Policy for MSME; Please submit self attested copies of complete set of EM Part II including Acknowledgement, SSI, UdyogAadhar Registration certificate. Government of India's policy regarding Make in India, MSE, Start-up-India, order no. P-45021/2/2017-PP (BE-II) dtd. 04/06/2020 of DPIIT of Ministry of Commerce & Industry shall be applicable on the case.
8. ISP reserves the right to conduct Reverse Auction for Price Discovery against this tender.
9. Foreign bidders may please note the following:
  - a) RFQ no & Due Date must be indicated in the quotation.
  - b) Price should be quoted on FOB, Loading Seaport/FCA, Loading Airport basis. Name of Loading Seaport/Airport is to be mentioned. Ocean and Air freight charges, up to Kolkata Seaport/Airport, India, should be mentioned separately in the offer.
  - c) Pre-approved and accepted terms of payment: 100% payment on Cash Against Documents (CAD) basis.
  - d) Approx. weight of the consignment to be indicated.
  - e) Indicate name of Loading Seaport/Airport.
10. It is to be noted that on submission of the offer against this RFQ / NIT; it will be considered that, the bidder has accepted all techno-commercial terms & conditions in totality without any deviation against the same.

11. In case of any deviation found w.r.t techno-commercial terms & conditions specified herein under this RFQ; the submitted offer is liable to be rejected without any correspondence to the bidder.

**12. Our Terms & Condition:-**

- a) Terms of delivery: F.O.R ISP Store-Burnpur
- b) Payment Terms - 100% within 30 days against GRN, or as specified in the attachments.
- c) Price Term - Fixed, or as specified in special instruction/attachments, if any.
- d) All the Technical as well as commercial Terms & Conditions as per RFQ/NIT.
- e) Taxes: Please indicate clearly your GST Extra of Basic price.
- f) Quantity: As per BI/NIT/RFQ
- g) Delivery days: Please indicate in number of Days.
- h) In the event of not quoting, regret letter can also be sent via- FAX or email
- i) If sample approval clause is mentioned in RFQ, sample to be approved by stores before bulk supply.

**13. Special Instructions regarding GST:**

- I. All bidders should strictly quote GST in proper field of condition tab. Offers with GST as inclusive will not be acceptable and will be liable for rejection.
- II. Vendors who have not submitted their GSTIN registration details to SAIL-ISP along with supporting documents shall upload the same in C-folder of tender.
- III. For the purpose of this Clause, the following expressions shall have the following meanings:
  - a) GST-means any tax imposed on the supply of goods or services under GST Law.
  - b) Cess-means any applicable cess, existing or future on the supply of Goods and Services.
  - c) GST Law-means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST and SGST Act, 2016 and all related ancillary legislations.
  - d) For the purpose of contract/agreement, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of contract/agreement become payable then the same shall be borne and payable by SAIL-ISP to Vendor/Supplier/Contractor in addition to the (contract price without taxes) at actuals. Vendor/Supplier/Contractor would pass on the tax benefit/savings, if any, on account of output taxes to SAIL-ISP. (v)Vendor/Supplier/Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST Law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable SAIL-ISP to claim input tax credit in relation to any GST payable under the agreement or in respect of any supplier under the agreement.

- e) In case the Input Tax Credit of GST is denied or demand is recovered from SAIL-ISP on account of any non-compliance by the Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SAIL-ISP in respect of all claims of tax, penalty and/or interest, loss, damage, costs, expenses and liability that may arise due to such non-compliance.
- f) Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.

**14. Inspection Clause:**

- a) Our standard inspection clause is inspection at receipt of material at Burnpur Works.
- b) ISP reserves the right to conduct inspection at any stage prior to despatch, irrespective of inspection clause given in the purchase order.
- c) All test reports / documents mentioned in Purchase Order have to be submitted in addition to the documents mentioned in inspection plan along with the material or whenever asked for.
- d) Clear, visible Identification Mark (IM) of the supplier / manufacturer has to be given on the material at non-working surface and it has to be encircled, failing which the material may be rejected.

**STEEL AUTHORITY OF INDIA LIMITED - IISCO STEEL PLANT****(CIN: 127109DL1973GO1006454)****INSTRUCTION TO THE BIDDER**

(Pl. note that these terms supersede our other terms and conditions mentioned in the General Terms in SAIL- P-1, if at variance)

1. FIRM TO CLEARLY INDICATE THE FOLLOWING:- THEIR INCOMETAX PERMANENT ACCOUNT NUMBER (PAN) & GSTIN
2. ABOVE DETAIL TO BE PROVIDED IN THE ORGANISATION / USER DETAIL LINK AT THE RIGHT SIDE OF THE SCREEN.

**1. SUBMISSION OF TENDER:** SAIL-ISP requests you to submit your lowest best offer as per the Quotation Form available in the SRM within the Bid Submission Date & Time. ISP reserves the right to reject hard copies of offers. If you are unable to submit the offer, please ensure the submission of the regret letter.

**2. TENDER OPENING:** Tenders will generally be opened at 15:00 hrs electronically, on the due date subject to sufficient number of tenders having been received. However, tenders will be opened on the next working day, if the due date is declared a holiday or if normal functioning in the office is affected due to strike/bandh or other unforeseen circumstances

**3. SPECIFICATION:**

(a) The materials offered must conform to the specifications given. The conditional bids i.e. not adhering to the tendered technical and commercial terms will be rejected.

(b) Brand, maker's name and the country of origin must be clearly indicated. Vague terms like 'indigenous', 'best local mark' etc. should not be used.

**4. PRICE**

(a) Tenderers should offer firm price on F.O.R. destination basis strictly as per the accounting unit mentioned in the enquiry or accept 'Price Variation Claus' if given in this enquiry.

(b) It should be certified that the rates quoted are not higher than the rate charged to D.G.S.D./ Government Organizations. Declarations to this effect should be supplied in hard copy to respective purchase officer, if this is needed to be supplied.

(c) Quoted price should be inclusive of Test Certificate charges wherever applicable.

**5. Taxes and Duties :**

a. Any vendor / supplier / contractor who is not registered under GST, the amount of GST shall be payable by ISP under the reverse charge, as such vendor / supplier / contractor at the time of participating in Reverse Auction should also consider the GST amount to be paid by ISP under the reverse charge.

b. The rates quoted by the vendor / supplier / contractor shall be inclusive of all the taxes, duties, levies and cess except GST. Vendor / supplier / contractor shall clearly show the amount of GST separately in the tax invoice raised by them.

c. The cases where GST is liveable on any facility provide by SAIL-ISP and used by vendor / supplier / contractor and the consideration of which is recovered by SAIL-ISP in the form of reduction in the value of invoice raised by vendor / supplier /contractor, then SAIL-ISP shall raise GST invoices on such transaction and the same will borne by vendor / supplier / contractor.

d. Any vendor / supplier / contractor who has taken registration and opted for composition scheme, the price quoted by him should be inclusive of all taxes and duties and no taxes and duties shall be payable to him extra. The price quoted by him shall be taken the price of material/service. In such cases, the contractor should mention in the invoice raised by him that the invoice is raised ubder the composition scheme.

e. In cases where payment of GST has been made to the vendor/ supplier / contractor on the expectation that ITC shall be available, and subsequently ITC is denied in GSTN for the reason not attributable to the SAIL-ISP then the amount of GST disallowed for ITC shall be recovered from any subsequent bill of the vendor / . Supplier / contractor or by way of encashment of performance Guarantee Bond / security deposit.

f. If ITC is taken by ISP but is subsequently reversed or not allowed by the Central / State Authorities due to the reasons not attributable to ISP, then the amount of GST along with interest payable and penalty shall be recovered from the vendor / supplier / contractor from any subsequent bill of the contractor or by way of encashment of performance Guarantee Bond / security deposit.

g. All the contractors may be advised to maintain high GST compliance rating track record at any given point of time.

h. Vendor / supplier / contractor is required to pass on the benefit arising out of introduction of GST by way of reduction of price as contemplated in the provision relating to Anti Profiteering measure as CGST Act,2017.

**6. Other Charges :** Other charges like packing, forwarding, insurance must be clearly shown. The following charges should be selected in the MiscellaneousCharges : handling , inspection, testing charges . Any other charge not covered in the above may be indicated in the field of Other Charges. These shall be separately shown on the tender and will be added directly to the Landed Cost. Otherwise it will be presumed that the price quoted is inclusive of all such charges and is for free delivery to our stores at Burnpur Works, Burnpur, NearAsansol (W.B.).

**7. Discount:** The quantity and other discount if any must be clearly indicated in percentage/ value in Rupees separately against each item in the discount field .

**8. Delivery Point:** Tenderers are advised to quote their rates for free delivery by road to Stores, BurnpurWorks,ISP, Burnpur. In case of dispatch by Rail, quote the rates on FOR Burnpur/AsansolFor other delivery terms, item wise freight charges should be clearly indicated.

**9. Time of delivery:** Tenderers are advised to note the delivery period specified against each item and should quote their best delivery period. The time of delivery is essence of the contract in case the tender is accepted.

**10. Validity:** Validity of price bid shall be 30 days from the date of opening.

**11. Terms of payment:**

a) Acceptable payment terms are 100% payment in 30 days against Goods Receipt & Inspection Note (GRIN), unless otherwise mentioned in the enquiry. Payment cost will be loaded on tenders with other terms of payment in line with the prevailing Inter Plant Steel Standards (IPSS) guide lines.

b) Payment through bank or mobilization advance payment is not acceptable.

**12. Samples:** Free non-returnable samples when required for examination and test shall be supplied by the tenderer within the date specified. Offers received without samples where demanded may be rejected.

**13. LD Clause:** Damages not by way of penalty will be charged on the value of material (excluding Taxes & duties), delivered after the scheduled date @ 1% per month, or part there of subject to a maximum of 5%.

**14. Risk Purchase**

Risk purchase clause shall be applicable if supplies are not made according to the delivery schedule mentioned in the order. In such an event ISP reserves the right to procure the material from alternative sources and recover the difference in price and incidental expenditure thus incurred from any of the outstanding / future bills of the defaulter supplier.

**15. Evaluation of offers:**

a) The landed cost of material on F.O.R. Stores, BurnpurWorks , ISP (including taxes,duties,freight, insurance and payment cost if any and other charges less discount and Input tax credit) and any other special factors specified in the enquiry shall be considered for comparison of offers.

b) Freight charges shall be considered as quoted by the tenderers. If freight is payable extra then the applicable item wise freight amount is to be indicated.

**16. Placement of order:**

a) Any pre-condition for order placement for full quantity is not acceptable.

b) Order may be placed on one or more parties (as indicated in the RFQ) on the basis of L1 quotation and if required, negotiations will be held with L1 tenderer only. However all the tenderers may be required to explain/justify the basis of their quoted price when asked for. In case any tenderer fails to justify his quoted price or refuse to co-operate in this regard, they will not be considered for participating in the tendering if order/contract is not finalized from the present tender onwards.

c) Whenever order for any items is to be distributed on more than one party, the distribution of orders will be in the descending order of ranking i.e. L1 will get highest share and the last ranked tenderer upto which the total order is to be distributed, will get the smallest share. However capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources.

**17. Others:** The tenderer should declare whether the proprietor or any partner of the firm or Director of their company as the case may be has any relation with any employee working in the Plant/Unit concerned and if so, the names of such employees and the relationship, and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act (1956) with any Directors of SAIL and details of such relationship be clearly recorded in the tender. Firm submitting offers in the Quotation form of SRM should forward a hard copy of the above declaration to the Purchase officer who has issued the Tender. If no such declaration is received prior to bid opening, it will be assumed by SAIL/ISP that no such relationship exists.

**18. Inspection & acceptance of materials:** Place of inspection will be as per ISP's requirement. All materials are subject to final inspection and approval at destination and the decision of ISP regarding quality and quantity shall be final. Materials if rejected shall be replaced by the supplier at the earliest entirely at their risk and cost. Goods rejected by the buyer will lie in its premises at the seller's risk and removal of the same will be the seller's sole responsibility within 30 (Thirty) days from the date of issuance of rejection note by the Buyer. The seller shall remove the goods from buyer's premises at his own cost. The buyer shall be in no way responsible for any deterioration of or damage to the goods under any circumstances whatsoever. The buyer shall be entitled to recover storage charges, if the material is not lifted within 30(Thirty) days as under:-

SL	VALUE OF REJECTED GOODS (IN RUPEES)	GROUND RENT	ACTION BEYOND GROUND RENT
1	< 25000/-	7.5% Week up to 3 Months	To be disposed off by free usage/ auction
2	25000/- to 1 Lac, and or 5"x5" area / 5"x5"x5" volume and more	4% week up to 6 months	To be disposed off by free usage/ auction
3	1 Lac & more and or 5"x5" area / 5"x5"x5" volume and more	2% Week up to 1 Year	To be disposed off by free usage/ auction

**19. Packing:**

All materials are to be securely packed and supplier will be liable for any loss or damage in transit.

**20. Identification Mark**

All materials should be given supplier's/manufacturer's identification mark. Tenderer to indicate their identification mark which is to be embossed, cast/punched on the job. In case this is not possible due to obvious technical reasons, alternative identification method is to be suggested by the party in their offer.

**21. Supplier to provide:**

Guarantee Certificate for proper quality materials, sound workmanship with validity of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier.

**22. Material Test Certificate**

If applicable must contain the Purchase Order No. and must be from NABL accredited labs.

**23. Conditions of Contract**

Other terms and conditions will be as per: General Conditions of Contract No. "SAIL/P-1", a copy of which is hosted at [public](#) document section in SRM portal home page.

**24. Drawings**

Drawings wherever indicated in the specification, digital drawing will be attached in RFQ.

**25. MSME:**

To avail the benefit of MSME, the tenderer has to submit the valid registration certificate along with the offer.

**26. Withdrawal of offer:** In case any vendor withdraws the offer during validity period before placement of order, IISCO Steel Plant reserves the right to stop issuance of enquiry for current cycle and a period of six months for all items.

**27. Instruction to Hospital suppliers:**

- a) Consignee: Material should be consigned to Store Incharge (Materials Management-at Medical Stores) SAILISP, Burnpur Hospital.
- b) Inspection: Materials shall be inspected after receipt of material at SAIL-ISP, Burnpur Hospital.
- c) The left over shelf-life of the items must be minimum 80% against each supply.
- d) Batch certificates of the items should accompany each consignment.
- e) Own manufacturing clause wherever applicable must be adhered to.

Note: Vendors may also note that on acceptance of an RFQ, they automatically confirm adherence & agreement with all the Clauses & conditions as stipulated in Declaration form for Vendors for SRM of SAIL-ISP available in the SAIL Tender web site and SRM, even if they have not separately submitted the signed copy of the Declaration form for Vendors for SRM of SAIL-ISP.

28. Following rule is also applicable:- Rule 144 (xi) as per F.No. 6/18/2019-PPD dtd. 23/07/2020 of Ministry of Finance-

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidder (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.



III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated established or registered in such a country; or
- b. A Subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established Or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country or;
- e. An Indian (or other) agent of such an entity ; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under-

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements;
2. In case of a partnership firm, the beneficial firm owner is the natural person (s) who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen present of capital of profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen present of the property of capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.