



Request For Quotation (RFQ) for Calcined Petroleum Coke

RFQ No. NO. SAIL/ISP-PUR/CP-CPC/2015-16 Dated : 25/02/2015

Steel Authority of India Ltd.

IISCo Steel Plant

Burnpur-713325

PREFACE

1. SAIL-ISP, BURNPUR as Centralised Procurement Agency of Calcined Petroleum Coke issued RFQ NO SAIL/ISP-PUR/CP-CPC/2015-16 Dated 25/02/2015 for procurement of 35,530 MT of Calcined Petroleum Coke for all the Steel Plants of SAIL during May 15 to April'17. The Total quantity would be procured in Six different procurement cycle as under :-
 - a. For 1st Cycle: From May'2015 to Aug'2015.
 - b. For 2nd Cycle: From Sep'2015 to Dec'2015.
 - c. For 3rd Cycle: From Jan'2016 to Apr'2016.
 - d. For 4th Cycle: From May'2016 to Aug'2016.
 - e. For 5th Cycle: From Sep'2016 to Dec'2016.
 - f. For 6th Cycle: From Jan'2017 to Apr'2017
2. It is evident that orders for first four procurement cycles have been issued and presently, the RFQ has been hosted in the web site for procurement of material in subsequent cycles.
3. The RFQ allows for entry of new vendor even after freezing of Techno-commercial Bid and Price discovery for one or more procurement cycles. New Bidders are required to follow the following time line for submission of their quotation for participating in the remaining procurement cycles.

Procurement cycle	Period	Tender opening date	Issuance of LOA
5th Cycle	Sep'2016 to Dec'2016	3.00 PM on 22/07/2016	By 20 th of Aug'16
6th Cycle	Jan'2017 to Apr'2017	3.00 PM on 21/11/2016	By 20 th of Dec'16

4. Any revision in above schedule would be uploaded in SAIL website through suitable corrigendum.
5. Bidders who have already submitted their quotations against the above RFQ need not submit fresh quotations. Techno Commercial Bids of those Bidders whose bid was not accepted for earlier Procurement Cycles would be examined and considered afresh for subsequent procurement cycles.



STEEL AUTHORITY OF INDIA LIMITED
IISCo Steel Plant
BURNPUR – 713 325 (W.B.)
(A Govt. of India Enterprise)

NO. SAIL/ISP-PUR/CP-CPC/2015-16

Dated 25/02/2015

Dear Sirs,

Steel Authority of India Ltd. intends to procure Calcined Petroleum Coke through Open Global tender from the Overseas/Domestic Suppliers of Calcined Petroleum Coke. The Techno-Commercial Bids will be frozen for 2 years and the Price Discovery shall be done in 6 Cycles of 4 Months each. Accordingly the RFQ (Request for Quotation) is enclosed herewith indicating the details of requirement along with the Methodology for participation.

You are requested to read carefully the instructions contained in our RFQ and submit your Quotation in line with our requirement indicated in the enclosed RFQ. The quotation is required to be submitted as follows:

Important :- Tenderers are required to follow the schedule mentioned at Para-3 on Page-2 for submission of Tender Documents

Tender to be submitted at	The Tender Box at the : RM&Ref Purchase Section , Materials Management Building, Ground Floor, IISCo Steel Plant, Burnpur-713325. (Annexed to GM(MM) Office)
Tender sent by Post/Courier is to be Addressed to	DGM(MM) Raw Material Purchase RM & Ref Purchase Section, Materials Management Building, Ground Floor, IISCo Steel Plant, Burnpur-713325. (Annexed to GM(MM) Office)
Tender to be submitted by	On or before 15:00 Hrs on Tender opening date for each Procurement cycle.

Earnest money deposit (EMD) :

EMD of Rs. 15,00,000/-(Fifteen Lakhs only) for the indigenous suppliers and US\$ 25,000 (USD Twenty five thousand only) for foreign suppliers in the form of Bank Guarantee or Demand Draft is to be submitted along with the offer.

The tender documents are available on the SAIL website namely www.sailtenders.co.in. The tender documents can be downloaded free of cost.

The offers received without Bid Bond (Earnest Money Deposit) and / or not conforming to tender document conditions are liable to rejection. The Central Procurement Agency of SAIL i.e. ISP, Burnpur, (herein after referred as SAIL-CPA) reserves the right to reject any offer or cancel the tender without assigning any reason thereof.

Please note that the quotations received after due date & time will be rejected.

In order to ensure that tenders are submitted in the prescribed format, the following may please be noted:-

“It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms & conditions prescribed in the SAIL Website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms & conditions / formats the person concerned may seek clarification from the authorised officer of SAIL. In case any tampering / unauthorised alterations is noticed in the tender submitted from the tender documents available on the SAIL Website, the said tender shall be summarily rejected and the Companies shall have no liability whatsoever on the matter. However, deviations if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL-CPA. Such proposed deviations will not be treated as tampering for the purpose of application of this clause”.

Thanking you.

Yours faithfully,
For Steel Authority of India Ltd.

(A. Srivastava)
DGM(MM)Purchase
IISCO Steel Plant
Email id : isprmpur@gmail.com
Cell no +919434776511
Phone no +91- 0341-2241353
Fax +91-0341-2240018

Description of RFQ

The term RFQ stands for “Request For Quotation”. It is a tender document which provides options to SAIL and the suppliers to mutually arrive at the most optimal arrangement for supply of Calcined Petroleum Coke to the units of SAIL. The RFQ document consists of two parts – Part A (main document) and Part B (Work Sheets).

Part A contains all the information required by the supplier for understanding the RFQ and preparing the bid. It contains seven sections:

1. **Introduction** – Provides an overview of the purchasing process at SAIL and a brief description of how to use the RFQ document.
2. **Commercial Terms and Conditions** – Explains the contractual terms and conditions legally applicable for the supply of Calcined Petroleum Coke to SAIL.
3. **Supplier Information Required (for Indigenous Tenderers)** – Lists specific information, required for Indigenous Tenderers, which SAIL -CPA will use for supplier selection and bid evaluation. All suppliers need to provide complete and correct responses for information requested in this section.
4. **Supplier Information Required (for Overseas Tenderers)** – Lists specific information, required from suppliers giving Overseas Tenderers, which SAIL-CPA will use for supplier selection and bid evaluation. All suppliers need to provide complete and correct responses for information requested in this section.
5. **Instructions for Option Worksheets** – Gives detailed instructions for filling the worksheets provided to the supplier in Part B of the RFQ. All suppliers should understand these instructions before filling the option sheets in Part B.
6. **Special instructions** – Provides guidelines/information regarding tender finalisation process which tenderer should note.
7. **Calcined Petroleum Coke Requirements** – Provides data on the specifications and projected requirements of different units of SAIL.

Part B contains a collection of forms and worksheets for filling the bids and supplier information. All these forms and worksheets are to be filled by the bidder and returned to SAIL along with other documents requested in Part A.

Annexure-I Proforma of Bank Guarantee for BID BOND (Earnest Money Deposit)

Annexure –II Proforma of Bank Guarantee for Security Deposit.

Annexure – III – Integrity Pact

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Section 1: Introduction

1.1. Overview of Procurement Process

1.1.1 Purchasing objectives :

- ¶ Steel Authority of India Limited (SAIL) is the leading producers of steel in India. It produces a variety of steel and iron products including pig iron, flat and long products and special steels at plants spread over India.
- ¶ SAIL has been taking various initiatives to reduce the overall cost of purchases. The objectives of this initiative are to reduce the Total Cost of Ownership (TCO) of the purchased items while maintaining or improving their quality, services and delivery. At the same time, SAIL is using this initiative to establish long term relationships with key suppliers.
- ¶ To achieve these objectives, SAIL propose the following changes in the procurement process for Calcined Petroleum Coke:
 - Ask suppliers to bid for specific quantities.
 - Use overseas sources in addition to domestic suppliers.
 - Order placement with a view to achieve lowest cost for SAIL.

1.1.2 Implications for current and future suppliers

- ¶ Suppliers will play a significant role in SAIL's ability to successfully implement the RFQ initiative. This initiative will be a transparent process wherein suppliers and SAIL will need to share their operational and financial data with each other.
- ¶ The RFQ process will reward the more competitive suppliers with a significant share of the purchases made by SAIL .

1.2. Requirements for Calcined Petroleum Coke at SAIL

- ¶ SAIL will require a projected qty. of **35,530 tonnes** of Calcined Petroleum Coke during the period **May'15 – April'17**. Till date, Orders/LOAs for 16060 tonnes has been finalized for the period May'15 to Apr'16 covering requirement of 3 cycles in all the markets. The tentative requirement of SAIL for the period from May'16 to Apr'17 (covering requirement of all the 4 Markets) is as per details given below :
- ¶ **The Market -1's projected requirement in 2016-17 is 10,400 tonne and this is for supply to Bhilai Steel Plant, Bhilai :- (Size - 02-10 mm)**

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
BSP, Bhilai	10400 MT	3500 MT	3400 MT

- ¶ The Market-2's projected requirement in 2016-17 is 6,625 tonne and it is to be supplied to the following plants :- (Size :-02-10mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
R.S.P, Rourkela	2375 MT	800 MT	775 MT
D.S.P., Durgapur	1400 MT	500 MT	500 MT
I.S.P., Burnpur	2350 MT	900 MT	850 MT
BSL,Bokaro	500 MT	175 MT	175 MT
T O T A L :-	6625 MT	2375 MT	2300 MT

- ¶ The Market -3's projected requirement in 2016-17 is 500 tonne and it is to be supplied to Alloy Steel Plant, Durgapur :- (Size 03-20 mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
A.S.P., Durgapur	500 MT	175 MT	175 MT

- ¶ The Market -4's projected requirement in 2016-17 is 240 tonne and it is to be supplied to VISP, Bhadravati, :- (Size 0-5 mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
VISP, Bhadravati	240 MT	80 MT	80 MT

- ¶ Requirement of Material in 2016-17 mentioned above is tentative and before price discovery for each procurement cycle, the plant wise procurement quantity would be informed to the bidders by service provider if the techno commercial bid has been accepted by ISP, Burnpur.

- ¶ The specifications and quantity required for each plant are shown in the Calcined Petroleum Coke Requirements (Section 7 in Part A of RFQ). The projected quantities are estimates based on projections of steel production, inventory levels and usage. Hence, these quantities represent our current estimates only and may be revised prior to final order placement.

- ¶ Due to presence of multiple units in Market-2, prices would be evaluated on Weighted Average Landed Cost net of Set off (WALCNS) basis (for details, please refer Clause No. 1.7.3 of Section-1). At present, ASP, Durgapur does not have requirement of Fines (0-5mm) however they may require some quantity of fines (0 to 5 mm) during the year or in 2016-17 cycle. Such requirement of ASP, Durgapur would be included in Market-4 and hence prices in market 4 would also be evaluated on WALCNS basis. Similarly, in case SSP, Salem, requests for procurement of some

quantity of CPC (Size 2-10 mm) during the validity of RFQ and Techno-commercial bids, the same would be included in Market-2.



1.3. Overview of RFQ process

1.3.1 Timeline for the RFQ Process

1.3.1.1 The RFQ is issued for 24 months i.e. from May'15 to April'17, during which the Techno Commercial Bids of eligible bidders would remain accepted and Price discovery would continue take place at interval of four months.

1.3.1.2 Letters of acceptance for each procurement cycle would be released 10 days approx. prior to commencement of the procurement cycle.

*** Eligibility Criteria**

1.3.2.1 Tenderer eligible for participation should either be a producer of CPC, Indian Central PSU trading house or overseas supplier having due authorisation from the CPC producer. An Indian agent can also submit offer on behalf of only one foreign principal, if being authorised by foreign principal. However, in case the said foreign principal also submits offer directly against this tender, offer of foreign principal shall only be considered. The authorisation letter of overseas/ foreign principal should be submitted along with techno-commercial bid.

1.3.2.2 Bidders should have an installed capacity to produce 15,000 tonne of CPC per annum. The tenderer has to furnish documentary evidence i.e. manufacturing licence issued by Govt. authority / certificate issued by pollution control board or any other certificate issued by Govt. authority indicating the installed capacity. The above certificate must be duly certified by the bidder.

1.3.2.3 Bidder must have produced and despatched 10,000 tonne min. of CPC in 12 consecutive months during January'12 to Dec'14. The bidder shall submit a statement showing customer name, Excise Invoice no & Date/Bill of Lading and quantity supplied for establishing the credentials. This statement must be certified by a chartered accountant.

1.3.2.4 The bidder must quote for minimum 60% quantity of Market 1, 70% of Mkt-2 and 100% quantity of Market 3 & 4.

1.3.2.5 The bidder must quote for all the four markets and for all plants in Market 2.

1.3.2.6 The offered quantity of each bidder for Market 2 must include at least 70% of each plant's requirement.

1.3.2.7 If the bidder is a past supplier of SAIL, on the due date of opening, the bidder should not have a defaulted quantity of more than 20% of Calcined Petroleum Coke against any purchase order where the scheduled contract period / delivery period for the total ordered quantity against that purchase order has expired. However, if the reasons for non-completion of the Order are attributable to SAIL, the party would be considered as eligible based on the documentary evidence to be submitted by the party in the Techno-Commercial Bid.

1.3.2.8 Earnest Money Deposit must be accompanied in the form of Bank Guarantee / Demand Draft along with the techno-commercial bid. MSME units for CPC, Central Govt./State Govt. undertakings, PSUs and Co-operative societies shall be exempted from submission of Earnest Money Deposit

1.3.3 Ground Rules for Participation (Applicable for all the markets)

- 1.3.3.1 Each bidder shall hold their offer (Techno-Commercial Bid) firm and valid for acceptance by SAIL-CPA till May'17. The bidder shall hold their Price firm and valid for acceptance for a period of 30 days from the date of submission of physical Price Bid or the date of Reverse Auction.
- 1.3.3.2 Supplier should provide complete, clear and thorough responses to all information requested in the RFQ. If the RFQ response is incomplete in any respect, the bids may not be considered for acceptance.
- 1.3.3.3 In case of withdrawal of a valid offer whatsoever be the reasons or submission false information or documents, the tenderer shall not be eligible for participating in any tender of SAIL Plants for that Commodity (CPC) for a period of 12 months from the date of withdrawal of their offer. In addition to above, in case of withdrawal of a valid offer, the EMD of the tenderer shall be forfeited and any other action as deemed fit by SAIL would be initiated against such a bidder.
- 1.3.3.4 In order to be eligible for placement of order at matched plant-wise L-1 LCNS rates, the tenderer must match for 30% quantity of each plant of market-2. This minimum required matching quantity of 30% must cover minimum 30% quantity of each steel plant's requirement of each procurement cycle in Market-2.

The tender not satisfying the above Eligibility Criteria and Ground rules for participation shall stand rejected

1.4. Instructions for preparing bids

1.4.1 Background

- ¶ The Bid prepared by the Bidder and all correspondence and documents relating to the bid, shall be in the English language. Any printed literature furnished by the Bidder in another language must be accompanied by a duly signed English translation and for purposes of interpretation of the bid, the English translation shall govern.
- ¶ SAIL- CPA is enclosing option sheets to provide bidding options and alternatives to the suppliers. These option sheets will help the supplier in arriving at the most optimal supply arrangement
- ¶ The worksheets for all such options have been separately enclosed in Part B of the RFQ. As a part of your bid, we request that you accurately fill out your basic price quotes within the worksheets enclosed for different markets. Suppliers should note that they need to complete the worksheets for all options.
- ¶ Detailed instructions for filling each worksheet are given in Section 5 of Part A of the RFQ. We will advise you to understand these instructions completely before filling the worksheets.

1.4.2 Supplier Categories

- ¶ For the purpose of bidding for Calcined Petroleum Coke, SAIL- CPA will be considering two categories of suppliers. The currency of quotation is the basis for this categorisation. Therefore, the two categories of suppliers for the purpose of this RFQ will be:

1. Indigenous Tenderers
2. Overseas Tenderers

- ¶ **Indigenous Tenderers** – This category of suppliers include all the Suppliers who will be supplying Calcined Petroleum Coke with their ex-works prices in Indian rupees.
- ¶ **Overseas Tenderers** – This category of suppliers will include all overseas suppliers or their authorised selling agent who will be delivering the overseas supply of Calcined Petroleum Coke to SAIL at the wharf of Kolkata/Visakhapatnam Port. Therefore, this category of suppliers will need to quote FOB price (in US Dollar) and Ocean freight (in US Dollar) from loading port to Kolkata and Visakhapatnam port India. However SAIL-CPA reserves the right to place order either on FOB basis or CFR basis.
- ¶ For Overseas bidder Port Clearing charges and Inland freight from Port to respective steel plant would be informed prior to Price Discovery event. In case the Price Discovery is done through opening of physical bids all the parties would be required to give bid decrement
- ¶ Kolkata will be the discharge port for supply of material to DSP Durgapur, ASP Durgapur, ISP Burnpur, BSL Bokaro and RSP Rourkela. Vishakhapatnam would be the discharge port for supply of material to BSP Bhilai, VISP Bhadravati and SSP, Salem.

1.4.3 Basic instructions on completing the worksheets

- ¶ **For Indigenous Tenderers suppliers should fill the worksheets in the following sequence:**
 - Form B.1A, B.1B, B.1C & B.1D – Basic Price – This form will be used to submit your basic price bid for each Market. .
 - Form B.2 – Volume (Quantity) offered against each plant for each Markets.
 - Form B-3 - Acceptance of RFQ Terms & Conditions.
 - Form B.4 - Duties & Taxes applicable for each plant.
 - Form B.5 - Freight & Packing charges quotation for each plant.
 - Form B.6 to B-9 - Supplier information necessary for a supplier bid to be eligible for consideration.

For Overseas Tenderers, suppliers should fill the worksheets in the following sequence:

- Form B.10 A, B.10B, B.10C & B10D – FOB Price & CFR Price – This form will be used to submit your FOB price & Ocean Freight (at each port) for each Market.
- Form B.2 – Volume (Quantity) offered against each plant for each Markets.
- Forms B.3 - Acceptance of RFQ Terms & Conditions.
- Forms B.6 to B-9 - Supplier information necessary for a supplier bid to be eligible for consideration.

1.5 Instructions for submitting the bids

- ¶ **For Indigenous Tenderers, suppliers should submit the bids in 3 parts:**

- **Earnest Money Deposit & Integrity Pact : (PART-I)** EMD in the form of Bank Guarantee as per proforma at Annexure –I or in the form of Demand Draft. Integrity Pact as per Annexure-III of the RFQ.
- **Techno-commercial bid (PART-II)-** This should contain the following:
 - Forms B.2 to B.5
 - Supplier information (Forms B.6 to B.9)

- Other documentation requested in section 3
- Any other TCO suggestions of the supplier.
- **Price Bid (Part-III)** This will contain Form-B-1A, B.1B, B.1C & B1D.

¶ **For Overseas Tenderers, suppliers should submit the bids in 3 parts:**

- **Earnest Money Deposit & Integrity Pact (PART-I):** EMD in the form of Bank Guarantee As per proforma at Annexure-I or in the form of Demand Draft. Integrity Pact as per Annexure-III of the RFQ.
- **Techno-commercial bid(PART-II)** - This should contain the following:
 - Forms B.2 & Form B-3,
 - Supplier Information (Form B-6 to B-9)
 - Other documentation requested in section 4
 - Any other TCO suggestions of the supplier.
- **Price Bid (PART-III)** - This will contain Form - B.10A, B.10B, B.10C & B10D.

¶ EMD & Integrity Pact (Part-I), Techno-Commercial bid (Part-II) and Price Bid (Part-III) should be sealed in separate envelop. The bids should be sealed in separate envelopes super scribing “Earnest Money Deposit & Integrity Pact”, - “Techno-Commercial Bid” and “Price bid” respectively. These three envelopes should then be placed in another sealed envelope which should bear the superscription:

“BID FOR SUPPLY OF CALCINED PETROLEUM COKE AGAINST SAIL RFQ NO. SAIL /ISP-PUR/CP-CPC/2015-16 Dated 25/02/2015”. The name, address of the bidder & RFQ No. must be mentioned on all envelopes.

¶ Complete Bids may be sent by post/courier with sufficient margin for delay or deposited in the tender box placed in office of DGM(MM) RM-Purchase, Ground Floor, New Materials Building, SAIL-ISP, Burnpur-713 325.

¶ Please submit your offer at Ground Floor, New Materials Building, SAI-ISP, Burnpur. Bids submitted/received later than this date and time, or bids submitted at any other location will not be considered. Please submit your bids addressed to:

The DGM (MM) RAW MATERIALS PURCHASE
IISCO Steel Plant,
Ground Floor, Materials Management Building,
Burnpur, West Bengal – 713325

Price Discovery

SAIL- CPA reserves the right to discover the price through on-line Reverse Auction (RA) process. Price bidding shall be done through online Reverse Auction over internet among techno-commercially acceptable tenderers as assessed by SAIL- CPA. In that case, the price bid submitted in sealed cover will not be opened. The schedule & details of Reverse Auction (RA) event shall be communicated by the Service Provider of SAIL i.e. M/s MJunction Services Ltd. before the date of RA. The service provider will explain the Reverse Auction Process to all the prospective bidders and clarify any issue. The General Rules & Regulations governing conduct of on-line Reverse Auction (RA) are indicated in annexure-V of the RFQ.

In case RA fails or fetches no bid, all the techno- commercially acceptable bidders would be given option to submit physical seal bid decrement and both the physical price bid and bid decrement together shall be opened for the purpose of evaluation of price.

- ¶ Copies of the offer should not be sent to any other officer of SAIL. Telex, cable or facsimile offers will not be accepted.
- ¶ Authorised representatives of the tenderers may attend opening of the techno-commercial bids.

1.6 Earnest Money Deposit (EMD)

1.6.1 Each international/overseas bid should be accompanied by Earnest Money Deposit in the form of a bank guarantee as per Proforma at Annexure – I of the RFQ or in the form of Demand Draft (Payable at Asansol/ Burnpur (WB)), for an amount of US \$ 25,000 (United States Dollars Twenty five Thousand only). No change in the prescribed proforma of the bank guarantee for EMD is acceptable. The EMD should be established in favour of Steel Authority of India Ltd. , A/c IISCO Steel Plant through any Nationalised Indian Bank or through Branch of a Foreign Bank operating under rules of Reserve Bank of India or through State Bank of India, Corporate Account Group Branch, Vijaya Building, 17, Barakhamba Road, New Delhi-110001, India. The EMD shall be kept valid and in full force and **effect till 31st July'2017.**

Indigenous bidders are required to submit the EMD for Rs. 15,00,000 (Rupees Fifteen Lakhs) only in the form of Bank Guarantee (as per proforma at Annexure-I) valid and in full force and **effect till 31st July'2017** or in the form of Demand Draft payable at Asansol/Burnpur. The BG / Demand Draft should be established in favour of Steel Authority of India Ltd. A/c IISCO Steel Plant through any Scheduled Bank except Co-operative Banks and Gramin Banks. **EMD in any other form shall be rejected.**

(The BG issuing branch should send an unstamped duplicate copy of the BG directly to the KEY CONTACT given in RFQ with a covering letter by REGISTERED POST to compare with original BG submitted by tenderer in the closed bid.)

- 1.6.2** A bid which is not accompanied by valid EMD of requisite value shall be rejected by the Purchaser as non-responsive.
- 1.6.3** A Bidder's original Earnest Money Deposit BG/DD will be returned to the Bidder only after allocation of order for sixth and final procurement cycle.
- 1.6.4** The E.M.D shall be forfeited:
- (a) If a Bidder withdraws or modifies its Bid during the period of Bid validity specified by the Bidder.
 - (b) In the case of a successful bidder, if the Bidder does not accept the Contract in accordance with RFQ terms and conditions.
- 1.6.5** MSME units for Calcined Petroleum Coke shall be exempted from submission of Earnest Money Deposit. Units claiming exemption from EMD are required to submit self attested photocopy of their registration certificate with 12 digits EM Number in sealed envelope meant for EMD.
- 1.6.6** No request for adjustment of earlier dues in place of Earnest Money shall be entertained. No interest will be payable on EMD by SAIL or .

1.7 Evaluation methodology

1.7.1 Steps in evaluation process

- ❖ SAIL -CPA will conduct a two-stage evaluation of the bids submitted by the suppliers:
 - Stage 1: EMD, Integrity Pact & techno-commercial evaluation,
 - Stage 2: Price evaluation.

1.7.2 Techno-commercial Evaluation:

- ❖ The techno-commercial evaluation will be used to assess the supplier's capability and ability to supply as per the information / details submitted by the tenderer in the enclosed Form B.2 to B.9 of this RFQ. The evaluation of techno-commercial bids will be based on:
 - Eligibility of the Supplier as per clause no. 1.3.2.
 - Completeness of the response including detailed answers to RFQ.
 - Offered quantity against this RFQ.
 - Past supply performance to SAIL , if any.
 - Information furnished by the supplier for his operations (e.g. company background, cost structure, freight structure and other details asked within Section – 3/Section - 4).
 - Continued ability and willingness of the supplier to support and upgrade the product and reduce user's costs.
 - In case any specific adverse report is received at any stage of tendering against a tenderer , as an information or upon enquiry made by SAIL , in respect of capabilities and performance of the tenderer, the quotation / tender of that tenderer shall stand rejected.
- ❖ After the techno-commercial evaluation, a list of eligible suppliers will be made for the second stage of evaluation. The Reverse Auction/ sealed price bids of the techno-commercially acceptable suppliers will be opened as per Para 1.4.2 & 1.5 of the RFQ and considered for price evaluation and order finalisation as per the existing purchase procedure of SAIL -CPA.

1.7.3 Price Bid Evaluation:

The Ex-works/CFR (FOB + Ocean Freight) price for Calcined Petroleum Coke as quoted for each market in the Form B.1/B.10/ Reverse Auction will be the base line quotation.

- For Market-2, Price bids will be evaluated on the basis of “Weighted Average Landed Cost net of SETOFF” (WALCNS). The basic price for CPC as quoted in the Reverse Auction will be the base line quotation. (step – a)
- Then the landed cost net of SETOFF per MT at each plant will be worked-out on the basis of the following

LCNS= (Basic Price plus packing charges if any + ED + ST/VAT + freight + Entry tax (if applicable) + any other taxes / charges – CENVAT - Setoff amount on VAT and other setoff , if any.) (step – b). The details of Plant wise VAT, VAT SET OFF and Entry tax are given below :-

Plants	VAT	VAT Set off	Entry tax
ISP	5%	50% on 5%	1% for supplies from outside West Bengal(WB)
DSP	5%	50% on 5%	1% for supplies from outside West Bengal(WB)
ASP	5%	75% on 5%	1% for supplies from outside West Bengal(WB)
VISL	5.5%	90% on 5.5%	NIL
BSL	5%	71.04% on 5%	NIL
BSP	5%	52% on 5%	1%
RSP	5%	77.2% on 5%	1%
SSP	5%	72% of 5%	NIL

Note: All the taxes, duties, setoff etc. ruling on the date of price evaluation shall be applicable to arrive at Landed cost net of Set off (LCNS).

- The landed cost at each plant (as arrived in step – b) will be multiplied by the respective quantity of that plant to arrive at the total landed cost. (step – c)
- The total landed cost (as arrived at step – c) divided by the total quantity will give the weighted average landed cost net of Setoff and the offers are ranked accordingly.
- For the purpose of calculating the Landed cost, net of Setoff in case of Overseas tenderers (international quotation), all the applicable duties /downstream cost/charges shall be loaded on CFR prices. (FOB Price + Ocean Freight).
- LCNS rate shall include CFR price (FOB Price + Ocean Freight) + INSURANCE (marine) + Custom duty + ADDITIONAL INLAND DUTY (SAD) + Cess + Miscellaneous Port Charges/Expenses as applicable + Freight (Road) from port to plant + inland insurance + entry tax as applicable (-) Input Tax credit (ITC) on account of SAD +CVD.
- Loading factor for overseas vendors in the comparative statement shall be 0.97% of FOB value on account of payment terms of Cash against Document and 1.15% of FOB Value in case of payment against Letter of Credit
- Besides the details of the factors which will be used in the calculation of Landed Cost Net of Setoff, **Hedging Cost** shall also be considered for price bid evaluation of Overseas suppliers. The methodology for including the Hedging Cost is explained at Clause 1.7.4.

1.7.4 Hedging Clause: (For Overseas suppliers)

The methodology for including the Hedging Cost is as under :-

- On the date of Opening of Price Bid/RA, RBI reference rate shall be considered for exchange rate conversion and the Forward Premium rate would be added for the period i.e. date of opening of price bid/RA and date of scheduled delivery of the shipment. In case of staggered delivery the forward premium rate of the average period would be considered.
- The forward premium rate of all currencies is available period-wise on each date in Reuters screen or NW18 screen. Since the premium rate moves continuously during the business hours, the opening rate of the day would be considered.
- The forward premium rate would be added to Exchange rate for translating the price in INR for evaluation purpose.

1.7.5 Order Distribution:

Order distribution will be done as per the established purchase procedure of SAIL -CPA. In this regard the following may please be noted :

- The order on multiple parties will be placed on the basis of L-1 quotation and if required, negotiation will be held with the L-1 tenderer only. The order quantity shall be distributed at matched L-1 price, on multi sources as per the original ranking of WALCNS in the comparative statement of prices for Market-2. The ratio of order distribution will be maintained as per procedure subject to offered/matching quantity of the supplier(s). For each plant orders will be placed only at final plant wise L-1 LCNS rates. As Market-1, 3 & 4 comprises single plant, order shall be placed on L-1 LCNS rate and the qty. distribution shall be as per procedure subject to offered/matching quantity of the supplier(s). In case ASP intends to procure Fines in a particular Procurement cycle, the price offers of Market IV would also be evaluated on WALCNS basis.
- SAIL -CPA reserves the right to modify/change this evaluation process at any stage.
- In case any specific adverse report is received against any supplier from any steel plant of SAIL regarding their capabilities & performance, their offer may be liable for rejection before or after opening of their price bid.
- **Agency Commission:** It is not the policy of SAIL-CPA, per se, to encourage or engage agents. Hence, as far as practicable, engaging agents be avoided. However where it is necessary to engage/employ Indian agents by the supplier, the following requirements shall have to be complied with:
 - The Indian agent should necessarily have to get registered with respective SAIL-CPA plant. Proforma for application for registration shall be sent to the Indian agent along with enquiry. The details of agent such as name, postal address, contact numbers, FAX, e-Mail should be provided in the offer. All particulars relating to agency commission should be reported to Enforcement Directorate. It may be noted that unless the Indian agent gets itself registered, as stated above, the agency commission will not be payable.
 - Authenticated Photostat copies of agency agreement giving status being enjoyed by agent and the commission/remuneration/salary/relationship with the principal is to be compulsorily enclosed with the offer.
 - The amount of agency commission / remuneration, if any included in the price for such agent / representative in India should be furnished in the offer.
 - It should be confirmed that the agency commission / remuneration, if any, shall be paid separately to the Indian agent, after receipt of materials in good condition as evidenced by GRN, in Indian currency as per the exchange rate prevailing on the date of the order at TT buying rate. No agency commission will be payable on partial shipment. As such, while opening LC, the amount in the LC will be order value minus the agency commission.
 - In case of failure to furnish correct and detailed information as called for in the tender, the concerned offer shall be liable for rejection or in the event of contract materialising the same shall be liable to termination by SAIL -CPA and actions as per practice followed in SAIL plants will be taken.

For overseas tenders, the closing selling exchange rates ascertained from Reserve Bank of India or any authorised agency as applicable on the previous working date of price bid opening/RA shall be adopted for evaluation.

1.7.6 Key characteristics of evaluation process

- ❖ Price Quotes (Form B.1A, B.1B , B.1C & B.1D), (Form B.10A, B.10B, B.10C & B.10D) for different Markets.

• 1.8. Contacts

- To assist you in ensuring an accurately completed RFQ, please direct your queries to the persons mentioned below:

NAME & DESIGNATION	DEPARTMENT	Phone No.	Fax No.
A.SRIVASTAVA, DGM(MM)	MM Deptt	9434776511	0341-2241693

Section 2: Commercial Terms and Conditions

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2.1. Projected Quantity

35,530 MT in Twenty four (24) Months (May'2015 to April'2017) as mentioned in Calcined Petroleum Coke Requirements (Section 7 in Part A of RFQ). Price discovery would take place in 6 Cycles of 4 Months each for procurement of CPC as under:-

- For 1st Cycle : From May'2015 to Aug'2015.(Orders Finalized)
- For 2nd Cycle: From Sep'2015 to Dec'2015. (Orders Finalized)
- For 3rd Cycle: From Jan'2016 to Apr'2016. (Orders Finalized)
- For 4th Cycle : From May'2016 to Aug'2016. (Orders Finalized)
- For 5th Cycle: From Sep'2016 to Dec'2016. By 10th Aug'16, +/- 10 days.
- For 6th Cycle: From Jan'2017 to Apr'2017. By Dec'16, +/- 10 days.

2.2 Delivery :- (a) Delivery will be completed within FOUR (4) Months from the date of placement of back-up orders by individual SAIL plants.

(b) The delivery period may be extended by a further period of 2 months at Buyer's option, on the same price, terms and condition. The buyer shall exercise this option before the expiry of the original delivery period. Delivery will be completed within FOUR (4) Months from the date of placement of back-up orders by individual SAIL plants.

For Indigenous Tenderers

2.2.1 The material has to be delivered as per the delivery schedule given by the respective plants. While issuing the back-up orders, individual steel plants shall give monthly delivery schedules. The quantity to be supplied monthly shall be evenly staggered over the period of four weeks as per the requirement of the individual steel plant. In case, the monthly schedules are not pro-rata, the same may be worked out with mutual agreement.

2.2.2 Mode of dispatch :

Material will be dispatched by road. The seller shall be responsible for making all transportation arrangements for timely supply of materials to fulfil the delivery schedule. Materials shall be dispatched by road in full truck-loads, fully covered on freight pre-paid and door delivery basis. Transportation shall be arranged by the supplier for which freight charges should be quoted for each plant. The freight to be quoted inclusive of transportation, handling, unloading, and other miscellaneous charges, on door delivery basis. Road transportation charges on door delivery basis shall be paid by the Buyer to the Supplier after delivery of the materials along with payment towards materials. Any other statutory levy including service tax on freight shall be borne by the supplier. Parties may revise their Freight in each procurement cycle, prior to price discovery. However, Freight once quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle.

For Overseas Tenderers

2.2.3 Suppliers need to indicate the optimal parcel size which will then be mutually decided. For example, if the mutually decided parcel size of shipment is around 1,000 Tons and the ordered quantity is 3,000 Ton for 3 month delivery, there shall be 1 (one) parcel every month.

2.2.4 Mode of dispatch will be by ship. The materials have to be dispatched as per the packing specified and stuffed in a container.

2.2.5 Demurrage and wharfage incurred by the Purchaser on account of Seller's violation of advice, delay in getting shipping documents, suspending or restricting supplies; shall be entirely to Seller's account.

2.2.6 Parties may revise their Ocean Freight in each procurement cycle, prior to price discovery. However, Ocean Freight once quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle, in case the contract is finalized on CFR basis.

2.3 Packing & Markings

2.3.1 Material to be packed in bags of 20 Kg (for RSP), 50 Kg (for SSP, BSP, BSL & VISP) 250 Kg for ISP & 500 Kg (for DSP & ASP) net in new polythene lined White HDPE bags/ Jumbo bags. Each end of bag should be machine/hand stitched to prevent mixing of water/moisture in the material while in-transit and also during storage of the consignments in respective plants. Bags should be printed with the followings :-

- i) Manufacturer's name.
- ii) Name of the materials.
- iii) Net/Gross weight.

2.3.2 The dispatch challan of each consignment should clearly indicate the weight of each empty packing bag, nos. of total packing bags, gross weight and net weight of materials. The consignee will check at random the weight of the empty packing bag so as to arrive at the net weight of the materials. The calculation of weight of the empty bag shall be in line with the BIS Standard 9113:1993 clause 4.3 i.e. If the weight of the empty bag during checking at plant is more than the mentioned weight in Challan by more than 20% then quantity by which it exceeds the tolerance limit of 20% shall be deducted from the payable quantity. For example if empty bag weight is 490 gms instead of 400 gms then 410 gms per bag (i.e.490 gms – 80 gms per bag) will be deducted from the Gross Quantity of that consignment to arrive at payable quantity.

2.3.3 In case of supply from **international suppliers**, the material shall be packed in 25 Kg (for SSP, RSP, BSP, BSL), 500 kg (for DSP & ASP) & 1,000 kg (for ISP) sea worthy bags. The 25 Kg bags then should be packed in 1 MT PP bags before stuffing the bags into containers. The bags should be machine stitched and properly sealed. All packages shall be clearly and properly marked in English Language with indelible paint with the name of the supplier, item name & Size, Gross weight, net weight, package no., Order no. and Port of Loading & Unloading. For international suppliers, Load port weighment certificate issued by third party independent inspection agency shall be final for all purposes.

2.3.4 Completion of ordered quantity - During the process of execution of the ordered quantity by any supplier, if there is any left over balance quantity of less than a full truck load of 16 MT but more than or equal to 9 MT, then the ordered quantity of the tenderer shall automatically stand increased to full truck load of 16 MT. In case, left over quantity is less than 9 MT, then the left over order quantity will stand automatically short closed.

2.4 (a) Sampling & Analysis for SAIL Units.

For Indigenous Tenderers

Inspection Department in association with RCL of each plant shall collect the sample of Calcined Petroleum Coke at Receiving Stores, in presence of party's representative (if present) as per the following procedure :-

2.4.1 Determination of lot : Calcined Petroleum coke is supplied in sound "New" 50/20 kgs single HDPE bags. All the bags unloaded from trucks (maximum upto three trucks) against the challan / challans from a single supplier in a day shall constitute a lot.

2.4.2 Scale of sampling : From all the bags unloaded from the truck, 9 bags per truck are to be selected at random for a lot. Scale of sampling for DSP, ASP & ISP would be informed by the respective steel plant in the back-up Purchase Order.

2.4.3 Preparation of sample : From each of the bags selected from the lot, small portion of the material (about 3kg) shall be drawn from different parts of the bag (top, middle & bottom) by a wide mouthed spoon.

2.4.4 Samples so drawn from the lot shall be mixed together to form a composite sample. From total composite sample 6 kgs shall be drawn from four corners and shall be kept separately for sieve analysis. Balance quantity shall be reduced by coning quartering method to obtain a single composite sample of about 0.6 kg for Chemical analysis.

2.4.5 (A) Composite sample meant for Chemical analysis will be powdered and divided into three parts of about 200 gms each. Each part is to be put in double polythene bags tied-up and then put in envelope which is then pasted. One part shall be signed by the representative of the respective Steel Plant's and party's representative (if present) and to be treated as Umpire sample. One part shall be signed by the respective Steel Plant's representatives & party's representative (if present) and to be handed over to party's representative (if present). One part shall be signed only by the respective Steel Plant's representative and shall be sent to the respective Steel Plant's RCL for Chemical analysis. Umpire sample shall be kept with the respective Steel Plant's Inspection department for a period of 45 days.

2.4.5 (B) Composite sample meant for sieve analysis shall be divided into three parts of about 2 Kg. each. Each part is to be put in a single polythene bag tied up and then put in envelope which is then pasted. One part shall be signed by the respective Steel Plant's representative and party representative (if present) and to be treated as umpire sample. One part shall be signed by the respective Steel Plant's representative and party representative (if present) and to be handed over to party representative (if present). One part shall be signed only by the respective Steel Plant's representative and shall be sent to the respective Steel Plant's RCL for sieve analysis. Umpire sample shall be kept with inspection department for the period 45 day.

2.4.6. The sampling, testing and communication of the results to the suppliers should be completed within 15 days of receipt of the consignment(s) at Stores.

NOTE : Sampling & Analysis Clause for materials received in 500/250 kg Bags would be similar and shall be incorporated in the purchase order by the respective Steel Plants.

2.4.7 Testing & Analysis :

The following analysis will be carried out :

- a) Chemical analysis for determination for Fixed Carbon, Moisture, Volatile Matter, Sulphur and Ash content.
- b) Empire Samples would be re-tested for failed parameters only.
- c) Sieve analysis to determine (+)10MM, 2MM to 10MM, (-)2MM and (+)15MM fractions.
- d) Retesting (Umpire sample) should be done for chemical and sieve analysis at the respective

Plant RCL in presence of the supplier's representative.

2.4.8 CRITERIA FOR CONFORMITY :

(A) FOR ISO-9001 CERTIFIED SUPPLIERS :

- a) Test & guarantee certificate.
- b) Photocopy of ISO-9001 accreditation certificate indicating validity.

However SAIL reserves the right to inspect the material after receipt at stores.

(B) FOR NON ISO SUPPLIERS

- a) Chemical analysis conforms to tendered specifications.
- b) Sieve analysis conforms to tendered specifications.

Material shall be accepted as per sampling and analysis at Plant which shall be carried out as per in vogue at respective plants.

In case of any dispute, party should give written request to Purchase Department with a copy to Inspection Department within 15 days on receipt of communication regarding rejection, for analysis of Umpire sample kept with Inspection Department. In such case the umpire sample will be analysed at RCL. The result thus obtained will be binding for both.

In the event of rejection of material, Supplier shall replace the rejected lot within "15 days" from the date of intimation. The party shall be responsible to lift back the rejected material within max. 30 days from the date of intimation of rejection.

2.4 (b) For Overseas Tenderers

- i. The Seller shall, at his own expense, arrange to carry out at the Load Port, the sampling and analysis of the materials delivered in each consignment, in accordance with the Indian Standards for sampling and analysis, through an

independent Inspection agency namely Lloyds/ AH Knight/ SGS/ BV/ China Certification Inspection (Group) Co. Ltd, China/ National China mineral and Geology Testing Centre of CNNC only.

- ii. The SELLER shall tender the material for sampling & analysis to the independent Inspection agency and shall render all assistance in this regard to the above nominated agency. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at load port and may also obtain a part of the Load port sample for testing. The SELLER shall provide necessary assistance in this regard to the PURCHASER'S representative(s).
- iii. Quality and Quantity analysed by Independent Agency and the certificate so submitted at Load Port by the Inspection agency as approved by the Purchaser, shall form the basis for the SELLER'S Invoice for claiming 90% of invoice value for each shipment, which shall be duly adjusted based on the destination port analysis certificate.
- iv. Utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that generation of fines during transit is eliminated and material with the Specifications stipulated Part- A, Section-7 of the RFQ is available on receipt at the plants. Respective SAIL plants may carry out sampling & analysis of the material at their stores following the methodology & procedure applicable to indigenous sources as mentioned at clause 2.4 (a) of the RFQ. The PURCHASER reserves the right to terminate the Agreement in case there are deviations from the stipulated Specifications.
- v. Material shall not be loaded & shipped if the Chemical & Other Specifications, as per load port analysis do not conform to the specification stipulated in Part-A , Section -7 of RFQ. Material shall not be loaded & shipped if the size fractions, as per load port analysis do not conform to the specification stipulated above.

2.5. Analysis Report

2.5.1 The respective Steel Plants shall send the plant analysis report to the Seller separately for each consignment. Rounding -off shall be done as per IS-2(1960).

2.6 Taxes & Duties (For Indigenous Tenderers only)

2.6.1 Excise Duty & Ed. Cess - The Seller shall indicate the rate of excise duty, the relevant tariff item number applicable for the items offered, and the central excise registration number. The seller shall produce documentary evidence – i.e. duty paying documents (invoice copy).

2.6.2 Sales Tax – The Seller shall indicate sales tax rate and registration number. Form C, if required, shall be provided by the respective steel plants.

2.6.3 Entry Tax – The seller shall indicate Entry Tax if applicable, with the rate applicable currently and the registration number.

2.6.4 Other Taxes – The seller shall indicate if any other taxes are applicable for any particular state.

2.6.5 All tax rates currently applicable should be indicated in the techno-commercial bid. Duties and taxes, however, will be reimbursed against documentary evidence at the rates applicable at the

time of despatch. In case VAT is applicable the supplier should separately indicate the rate of VAT applicable in their offered price. The Seller should submit stamp on the invoice / challans VAT registration no. along with bills for claiming payment against the bills.

2.7 Payment :

For Indigenous Tenderers

Payments shall be made on the basis of actual quantity of material received and accepted by Store Receipt Voucher (SRV/GRN). 100% payment shall be made against SRV/GRN within 15 days of receipt of bills.

For Overseas Tenderers

2.7.1 – 90% Payment: 90% payment of the value of each consignment shall be made by the Purchaser in US Dollars on Cash against Document basis on presentation of the documents by the seller to the negotiating banker with 15 days credit. All Bank charges at the SUPPLIER's end shall be borne and paid for by the SUPPLIER. All Bank charges at the PURCHASER's end shall be borne & paid for by the PURCHASER. The Seller shall be entirely responsible for all taxes, stamp duties, licence fees and other such levies imposed outside the Purchaser's country. The following documents are to be submitted:

- (i) Sampling and analysis report of load port issued by third party independent inspection agency at load port in quadruplicate.
- (ii) Load port weight certificate issued by third party Independent Inspection Agency at load port in quadruplicate.
- (iii) 3/3 sets of original clean on Board Bill(s) of lading made out to order and bank endorsed marked notify "STEEL AUTHORITY OF INDIA LTD.,____-." Note: Charter party Bill(s) of lading marked "freight pre-paid / freight to pay as per charter party" will also be acceptable.
- (iv) Manufacturer's Test cum Guarantee certificate.
- (v) Signed commercial Invoice in quadruplicate.
- (vi) Certificate of origin issued by Chamber of Commerce in quadruplicate.
- (vii) Packing list in quadruplicate.

2.7.2 The agency commission (if any) to the Indian agent, however, shall be payable after the issue of Goods Receipt Note (GRN) by individual plants. Payment of balance 10% value of each shipment will be made on presentation of the GARN/SRV/GRN (issued by the Purchaser) within 15 days, by the seller to the negotiating bank.

2.7.3 Two sets of non-negotiable shipping documents as mentioned above to be Air-mailed to the Purchaser, in advance.

2.7.4 Inspection and test cum guarantee certificate: The Seller should submit Manufacturer's Test Cum Guarantee certificate along with every consignment, clearly indicating the relevant parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.

2.7.5 Loading factor for overseas vendors in the comparative statement shall be 0.97% of FOB value on account of CAD terms of Payment. However, as a special case, SAIL may accept payment terms against irrevocable Letter of Credit for which the loading factor in the comparative statement shall be 1.15% of FOB value.

2.8 Weighment:

For Indigenous Tenderers

All the trucks shall be weighed at destination at SAIL Plants, weighbridge(s) and Seller's Challan weight for each truck shall be accepted as final, if weight for that truck is within (-) 0.5 % of the Seller's Challan weight. If the weight is found to be more than the Challan weight, the payment shall be restricted up to the Challan weight. In case the weight is found to be less and the difference with the challan weight is found to be more than 0.5% of the challan weight, the Plant's weighbridge weight shall be final for the purpose of payment.

The packing weight shall be deducted for arriving at the net weight of materials.

For Overseas Tenderers

2.8.1 The scope of work of the **third party independent inspection agency** shall include weighment of material at load port. The agency shall weigh the consignments mentioned against each Bill of Lading at the Load Port Weighbridges. All Charges for the Load Port Inspection Agency will be borne fully by the Seller. Load Port weighment certificate issued by third party independent inspection agency shall be final for all purposes.

2.9 Insurance

2.9.1 For Indigenous Tenderers –At the option of the seller.

2.9.2 For Overseas Tenderers – At the option of the buyer.

2.10 Rejection

For Indigenous Tenderers

2.10.1 Only materials conforming to the specifications mentioned in the Order should be loaded. Materials not conforming to the order specifications, as per destination analysis results, shall stand rejected. The Seller shall ensure to lift such rejected material, within “15 working days” from the date of the destination analysis report. In case the Seller fails to lift such materials within the stipulated time the rejected materials shall lie at the risk and cost of the Seller.

In case rejected materials cannot be returned at the Buyer's end or the Buyer could not return the rejected materials or the rejected material is consumed due to the operational requirements of the plant, the amount of penalty to be imposed for the purpose of commercial settlement of such rejected material shall be mutually settled between the Buyer and the supplier.

For Overseas Tenderers – Only materials conforming to the specifications mentioned in the Order should be loaded. Materials not conforming to the order specifications as per Load Port analysis results shall stand rejected. The Seller shall ensure to lift back such rejected material within 10 working days and ensure supply of right quality material on DDP respective plant store basis. In case the Seller fails to lift such materials within the stipulated time the rejected materials shall lie at the risk and cost of the Seller.

In case rejected materials cannot be returned at the Buyer's end or the Buyer could not return the rejected materials or the rejected material is consumed due to the operational requirements of the plant, the amount of penalty to be imposed for the purpose of commercial settlement of such rejected material shall be mutually settled between the Buyer and the supplier.

2.11 Diversion of Supplies

2.11.1 In case of necessity, it shall be at the option of Individual SAIL Plants to divert supplies to destination(s) other than incorporated in the order with prior information to the CPA.

2.12 Liquidated Damages

2.12.1 Liquidated Damages, not by way of penalty @ 1% per month or part thereof subject to maximum of 5%, on the basic price of the materials (excluding taxes & duties) shall become recoverable and recovered from the supplier. Liquidated Damages shall be applicable on the qty. of materials delivered after the expiry of the delivery period mentioned in the purchase order. The date of receipt of material at respective CPA Plants shall be considered for the purpose of LD calculation for indigenous suppliers.

2.13 Risk Purchase

2.13.1 Should the seller fail to deliver the materials or any consignments thereof, within the period prescribed for such delivery, the Purchaser shall be entitled at his option to cancel the contract, either fully or partly, at the risk and cost of the Seller.

2.13.2 In the event of the Purchaser terminating the contract in whole or in part, the material may be procured on such terms and in such manner as deemed appropriate, materials similar to those so terminated, and the supplier shall be liable to the purchaser for any excess costs for such similar supplies. However, in case of part termination of the contract by the Purchaser, the supplier shall continue to perform the contract to the extent it is not terminated under the provision of this clause.

2.13.3 If the Seller fails to supply materials as per the delivery schedule, resulting in diversion of supplies, risk purchase action shall be levied on the defaulting Seller, to the extent of the quantity not supplied and additional freight incurred thereon, if any.

2.14 Security Deposit :

2.14.1 Within 21 (Twenty One) days from the date of Placement of Order, the successful Bidder should furnish Security Deposit in the form of a bank guarantee as per proforma at Annexure-III of the RFQ, for an amount covering 5% (five percent) of the Basic Value (excluding taxes, duties & freight) of the contract. However suppliers shall have the option to permit respective steel plants to retain an amount equivalent to SDBG amount from their initial bills in lieu of submission of SDBG.

2.14.2 No change in the prescribed proforma of the bank guarantee for Security Deposit is acceptable. The SDBG should be established in favour of SAIL through any eligible scheduled Bank (refer list at Annexure-VI) except Co-operative and Gramin Banks and should be received in the office of respective steel plant within 21 (Twenty one) days of the date of Placement of order by the respective Steel plant. The scheduled bank should have a branch at the place where the plant/unit is located or at the place where the plant/unit has its unit office. The Stamp Paper shall be purchased in the name of the concerned Bank and stamp paper shall be of appropriate value. In case of extension/amendment of the BG, the same should also be made on stamp paper of appropriate value purchased in the name of the bank. The name, designation and the authorisation number of the person issuing the Bank Guarantee(s) must be clearly indicated in the document.

2.14.3 The SDBG shall be kept valid and in full force and effect till a period of three months from the date of delivery of the last consignment of the Purchase order. However, the SDBG shall be released on application by the seller after the seller has discharged all his obligations under this contract. The SDBG shall be operable at the local Branches of issuing Bank located at the respective SAIL Plants.

2.15 Force Majeure

2.15.1 If in the event either or both the parties to the contract is/are prevented from discharging its/their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restrain(s) by Government or people, blockade(s), revolutions(s), insurrection(s), mobilization(s), strike(s), lockout(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract, the time of delivery shall be extended by the period equal to the period of delay/ constraints occasioned by one or more of the aforesaid Force Majeure conditions.

2.15.2 On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such concurrence(s) within 10 days of occurrence(s) stating therein (i) the date of occurrence(s) of Force Majeure disability, ii) the nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned State certifying the fact of the Force Majeure condition during the relevant period.

2.16 Diversion of Purchase Order

2.16.1 In case a successful bidder is unable to execute the purchase order due to Force Majeure condition, SAIL shall reserve the right to divert the order on other techno-commercially accepted vendor considering their original ranking in the Comparative statement. Moreover, If any party fails to supply in time as per delivery schedule or Plant/unit of SAIL is not satisfied with the performance of the party for any issue like quality etc, then order may be diverted to other existing capable source(s) from the subject tender. The supplier will not be entitled to and claim any loss and damage because of and owing to such diversion and SAIL will not be liable for the same.

2.17 Conciliation and Arbitration

2.17.1 Conciliation :- All questions, claims disputes or difference of any kind whatsoever arising out of or in connection with or concerning this contract at any time, whether before or after determination of the contract, shall be referred by the parties here to for conciliation before a conciliatory Forum / Body.

The Conciliatory forum /body will be composed of the following members :-

Nominee of SAIL Plants – Independent of officer handling the contract. (to be nominated by the head of Materials Management Department of respective plant)

Nominee of the Contractor /Supplier

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of three months from the date of reference to the Conciliatory Forum / Body.

On failure of the conciliation, the aforesaid questions, claims, disputes and / or differences shall be referred by the parties here to for the decision by a sole arbitrator to be appointed as here in after mentioned.

2.17.2 Arbitration:-

- 2.17.2.1 Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to as Sole Arbitrator to be appointed by CEO, DSP/BSP/BSL/RSP/ISP/ASP/SSP/VISP(SAIL). Before appointing the Sole Arbitrator CEO, DSP/BSP/BSL/RSP/ISP/ASP/SSP/VISP(SAIL) shall nominate three names out of which the contractor shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names CEO, DSP/BSP/BSL/RSP/ISP/ASP/SSP/VISP(SAIL) shall have the power to appoint one of the three notified persons as the Sole Arbitrator.
- 2.17.2.2 In case the designation of CEO, DSP/BSP/BSL/RSP/ISP/ASP/SSP/VISP(SAIL) is changed or his office abolished, the officer who for the time being is interested with the functions of CEO, DSP/BSP/BSL/RSP/ISP/ASP/SSP/VISP(SAIL). By whatever designation such officer is called shall be the person designated to appoint the Sole Arbitrator. The Arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.
- 2.17.2.3 The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the Arbitration proceedings, without any delay disclosed to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such sole arbitrator is an employee of SAIL shall not be regarded as such circumstances. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.
- 2.17.2.4 The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest indicates at the time of his appointment and at any time subsequently there after must withdraw from his office himself and the parties have also the right to ask him to do so. The venue of the Arbitration shall be (For domestic tenders, the place where plant/Unit is located; and for international tender Delhi)
- 2.17.2.5 The question or procedure for conduct of the arbitration proceedings shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings.
- 2.17.2.6 The provision of the arbitration and Conciliation Act 1996 and the rules framed there under, if any and all modifications/amendments thereto shall deemed to apply and / or be incorporated in this contract and when such modification/ amendments to the Act/Rules are carried out.
- 2.17.2.7 Works/supply under the contract shall be continued by the contractor/supplier, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by, DSP/BSP/BSL/RSP/ISP/ASP/VISP/SSP(SAIL).

2.18 Legal Jurisdiction :

All suits and legal proceedings by or against steel plants in any matter arising out of the tender shall be triable only by the appropriate civil court at the place where the steel plants are located.

2.19 Exception To The Tender Document :

2.19.1 SAIL-CPA, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest bid or any other tender or all the tenders
- b) To accept any tender in full or in part.
- c) To apportion the total quantity amongst different tenderers.
- d) To order for the quantities in any size/plant or combination of sizes/plants mentioned in Section 7.
- e) To allocate the quantity ordered for supply to any of the Steel Plants.
- f) To revise the RFQ quantity at any stage of tendering, before placement of order.
- g) The ordered prices will remain firm till the entire ordered quantity is supplied by the Seller.

2.19.2 Condition – As contained in the general conditions of the contract governing Purchase contracts of SAIL shall apply except to the extent it is amended herein. Revised SAIL-PI (General conditions of Contract) can be downloaded from our website www.saitenders.co.in

2.20 Integrity Pact :

2.20.1 The bidder(s) will be required to enter into an “ **Integrity Pact** ” with SAIL in case of contract value of Rs.20 Crores or above. The integrity pact has to be signed by the proprietor / Owner /partner /Director or by their duly authorized signatory of the bidder(s) with authorized representative of SAIL. The bidder(s) if feel aggrieved may raise complaints/ pass on information, if any to the competent authority / operating authority of the tender or to the Chief Vigilance Officer (CVO), SAIL, Ispat Bhawan, Lodi Road, New Delhi. The integrity pact is enclosed at annexure - III. You are required to sign the Integrity Pact & return the same along with the techno-commercial bid else your offer will not be considered for acceptance. The Independent External Monitors for this tender is Shri Janki Ballabh, Former Vigilance Commissioner and Shri S.K. Tuteja, Former Secretary, Dept. of Food & Public Distribution.

2.21 MSME Clause: The tenderers who are registered as Micro/small/Medium Enterprises with prescribed authority under Micro, Small and Medium Enterprises Development Act-2006 are required to submit copy of the registration certificate and indicate the entrepreneur Memorandum number (12 digit number) along with the techno-commercial bid. In case such details are not provided it will be presumed that the enterprise is not a Micro, Small and Medium Enterprise as per the provision of the above Act and consequently they are not eligible to the benefits admissible under the Act. In this context the tenderers are to fill up the following column

Whether the tenderer is registered as Yes/No :

Micro, Small or Medium Enterprise under MSME Act-2006

If yes, furnish entrepreneur Memorandum number (12 digit number) and enclose copy of registration Certificate issued by the prescribed authority under the ACT.

In addition to above benefits admissible under MSME Act, the guidelines followed by respective steel plants shall also be applicable.

2.22 E-Payment : E-payment is the mandatory form of payment, for parties having A/C with SBI or other than SBI. The mandate form duly filled up & countersigned by the bank is to be attached with the techno-commercial offer. The parties who have already submitted the mandate form to SAIL in any of other cases, have to attach the photocopy of such mandate form.

Section 3: Supplier Information Required (for Indigenous Tenderers)

3.1 Detailed Information about the Supplier

Answers to the following questions will help us better evaluate the supplier capability to meet our overall current and future needs. Please answer in detail **all** questions listed below. **Thoroughness of response to these questions will be one of the major evaluation criteria used in this RFQ process.**

3.1.1 Describe your manufacturing/supply capabilities (in Form B.6) indicating the major manufacturing facilities, installed capacities, capacity utilisation and/or the supplied quantity in the last three years, and the present level of order booking. Also please enclose audited annual reports for the last three years.

3.1.2 In Form B.7 describe significant relationships that you have had with any of your customers. (Define significant relationships as greater than 25% share of your production for Calcined Petroleum coke)

¶ **Customers currently served**

¶ Type of CPC supplied

¶ Duration of the relationship

¶ **Explicitly** describe the benefits the customer obtains with significant source relationship

¶ We are interested in above information to truly judge which of the suppliers have an effective cost structure and can be expected to be competitive in the long run and be partners with SAIL. We do not require exact numbers but rough estimates are essential. Not supplying this information will indicate lack of willingness to act as a true partner with SAIL.

3.1.3 The following documents should also be submitted along with the original copy of techno-commercial bid:

- Attested photo copy of sales tax registration certificate
- Certified true copy of Registration Certificate under the Indian Partnership act along with photocopy of the partnership deed, for partnership firm

OR

- Copy of the certificate of registration along with the Memorandum of Association, for public Limited Company.

3.1.4 Quality Activities/Processes (Form B.8)

¶ State quality systems that are currently in place, for e.g. QS/ISO certification or other

¶ State processes that are in place to ensure customer specification compliance

¶ List quality process improvements anticipated for next 2-5 years.

3.1.5 Suppliers are also required to fill in the Taxes & Duties worksheet (Form B.4) and the Freight worksheet (Form B.5) enclosed in Part B of the RFQ.

Section 4: Supplier Information Required (for Overseas Tenderers)

4.1 Detailed Information about the Supplier

Answers to the following questions will help us better evaluate the supplier capability to meet our overall current and future needs. Please answer in detail **all** questions listed below. **Thoroughness of response to these questions will be one of the major evaluation criteria used in this RFQ process.**

- 4.1.1 Describe your manufacturing/supply capabilities (in Form B.6) indicating the major manufacturing facilities, installed capacities and capacity utilisation and/or supplied quantity in the last three years. Kindly also indicate the present level of order booking on these manufacturing facilities.
- 4.1.2 Enclose audited annual reports for the last three years.
- 4.1.3 In Form B.7 describe significant relationships that you have had with any of your customers. (Define significant relationships as greater than 25% share of your production for the particular Calcined Petroleum Coke)
 - ¶ Customers currently served
 - ¶ Duration of the relationship
 - ¶ **Explicitly** describe the benefits the customer obtains with significant source relationship

We are interested in above information to truly judge which of the suppliers can be expected to be partners with SAIL in the long run. We do not require exact numbers but rough estimates are essential. Not supplying this information will indicate lack of willingness to act as a true partner with SAIL .

4.1.4 The following documents should also be submitted along with the offer:

- 4.1.4.1 Country of origin certificate
- 4.1.4.2 Port of shipment and its distance from the Calcined Petroleum Coke Plant along with the mode of transportation from the Plant to the port. Further, enclose the details of intended mode of shipment of Calcined Petroleum Coke from loading port to the wharf of Kolkata & Visakhapatnam Port.
- 4.1.4.3 A recent Test and analysis certificate from a reputed international test house for the Calcined Petroleum Coke offered.
- 4.1.4.4 Letter of Authority of the Calcined Petroleum Coke Producer, specifically authorising the said supplier to make an offer in response to this invitation to offer.
- 4.1.4.5 SAIL would not like the tenderer to appoint any Agent. In case the tenderer has an Agent, the following details shall be furnished in the offer:
 - (a) The name and complete address of the Indian Agent, if any. In case the agent/representative be a foreign company, it shall be confirmed whether it is a real substantial company and details of the same shall be furnished.
 - (b) What services the Agent renders. Extent of authorisation and authority given to commit the Principal. The amount of commission/remuneration included in the quoted price(s) for such Indian Agent.
 - (c) The Indian agent commission per MT (if any) should be included in the quoted prices and indicated separately.
 - (d) Confirmation of the Tenderer that Commission/remuneration, if any, payable to his Indian Agent, shall be paid by SAIL in Indian Rupees. Such commission/remuneration payable to the Indian Agent will be converted to Indian Rupees at the telegraphic transfer (market) rate of selling, ruling on the date of award of contract and shall not be subject to any further exchange variation.
- 4.1.4.6 In addition, any other relevant detail as may be asked for by the Purchaser subsequently shall also be furnished by the tenderer.

Section 5: Instructions for Option Worksheets

5.1 Basic instructions on completing the worksheets

Prices should be quoted in both figures and words.

For Indigenous Tenderers suppliers should fill the worksheets in the following sequence as per the due date mentioned :

- Form B.1 (A, B, C & D) – Basic Price quote (CPC with sulphur 1.2% Max) for Each Market with option for premium (+ve quote) or discount (-ve quote) for in case of CPC with sulphur 1 %(Max).
- Form B.2 – The Volume (quantity) offered.
- Forms B.3 to B.9 - Basic commercial arrangements and supplier information necessary for a supplier bid to be eligible for consideration.

For Overseas Tenderers suppliers should fill the worksheets in the following sequence as per the due date mentioned :

- Form B.10 (A,B C, & D) – FOB Price quote (for CPC with sulphur 1.2% Max) for each market Form B.2 – The Volume (quantity) offered.
- Forms B.3 & B.6 to B.9 - Basic commercial arrangements and supplier information necessary for a supplier bid to be eligible for consideration.

5.2 Instructions to fill in option sheets for Indigenous Tenderers :

5.2.1 Form B.1A, B.1B, B.1C & B.1D : Basic Price Quote for Each Market

SAIL understand that different suppliers would like to book specific quantities with SAIL in order to ensure optimal utilisation of their capacities. Such levels of utilisation will also result in cost minimisation for the suppliers. Hence, SAIL are willing to book optimal quantities with different suppliers in order to derive mutual benefits.

Fill in your quote for Basic price in Rs/MT for each market for CPC with sulphur content of 1.2 % Max. Option is given to quote for premium (+ve quote) or discount (-ve quote) for in market-2 for CPC with sulphur content of 1 % Max.

5.3 Instructions to fill in option sheets for Overseas Tenderers

5.3.1 Form B.10A, B.10B, B.10C & B.10D: Basic Price Quote on CFR basis giving break-up of FOB & Ocean Freight for each market.

SAIL understands that different suppliers would like to book specific quantities with SAIL in order to ensure optimal utilisation of their resources. Such levels of utilisation will also result in cost minimisation for the suppliers. Hence, SAIL is willing to book optimal quantities with different suppliers in order to derive mutual benefits.

Fill in your quote on the basis of both FOB/MT naming port of Loading as well as Ocean Freight for Kolkata & Visakhapatnam Port. Indicate your quote in US\$/MT of Calcined Petroleum Coke for each market for CPC with sulphur content of 1.2% Max. This quote is the FOB and CFR price (FOB + Ocean Freight) offered by you. SAIL however, reserves the right to settle the contract on FOB or CFR basis.

Please note that the materials are to be delivered at the wharf of **Kolkata & Visakhapatnam Port**. Kolkata will be the discharge port for supply of material to DSP-Durgapur, ASP-Durgapur,

ISP-Burnpur, BSL-Bokaro and RSP-Rourkela. While Vishakhapatnam would be the discharge port for supply of material to BSP-Bhilai, VISP,Bhadravati & SSP-Salem & Agent's commission, if any, included in the quoted FOB prices, should also be indicated. Please note that the agency commission to the Agent shall be paid in Indian Rupees.

6. Special Instruction

- 1.** While distributing the total order, SAIL reserves the right to exercise the Purchase preference to Central Govt. PSU or Joint venture with Central Govt. PSUs as per prevailing guidelines.

- 2.** The supplier is to 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 plant/unit concerned and if so give the name of the employee and the relationship and also whether any of them has relationship within the meaning of Section-6 of the Companies Act 1956, with any of the Directors of Steel Authority Of India Ltd and if so give details.

- 3.** The tender not conforming / not agreeable to the payment terms as indicated in this RFQ shall stand rejected.

- 4.** Punitive actions would be taken against Agencies who submit False/Forged documents, information to SAIL : If it comes to the notice of SAIL at any stage from request for enlistment / tender document or any other document or information that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false /fake/doctored , the party will be debarred from participation in tenders including termination of contract, if awarded. EMD/Security Deposit etc., if any, will be forfeited. The contracting agency in such cases shall make good to SAIL for any loss or damage resulting from such termination. Decision of SAIL management will be final and binding in this regard

7.1 Projected Requirements for Calcined Petroleum Coke, for September'16 to April'17

The Market -1's projected requirement in 2016-17 is 10400 tonne and is to be supplied to

BSP, Bhilai :- (Size :-02-10mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
BSP, Bhilai	10400.000 MT	3500 MT	3400

The Market -2's projected requirement in 2015-16 is 6,625 tonne and it is to be supplied to the following plants :- (Size :-02-10mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
R.S.P, Rourkela	2375 MT	800 MT	775 MT
D.S.P., Durgapur	1400 MT	500 MT	500 MT
I.S.P., Burnpur	2350 MT	900 MT	850 MT
BSL,Bokaro	500 MT	175 MT	175 MT
T O T A L :-	6625 MT	2375 MT	2300 MT

¶ The Market -3's projected requirement in 2015-16 is 500 tonne and it is to be supplied to Alloy Steel Plant, Durgapur :- (Size 03-20 mm).

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
A.S.P., Durgapur	500 MT	175 MT	175 MT

¶ The Market -4's projected requirement in 2015-16 is 240 tonne and it is to be supplied to VISP, BHADRAVATI:- (Size 0-5 mm)

Plant	Requirement May'16 – Apr'17	Requirement in 5 th Cycle Sep-Dec'16	Requirement in 6 th Cycle Jan-Apr'17
VISP., Bhadrawati	240 MT	80 MT	80 MT

¶ **Note :-** The projected quantities are estimates based on projections of steel production, inventory levels and usage. Hence, these quantities represent our current estimates only and are subject to review before commencement of each procurement cycle of 4 (four) months. Orders for cycles up to August'16 are finalized. Requirement of Material in 2016-17 mentioned above is tentative and before price discovery for each procurement cycle, the plantwise procurement quantity would be informed to the bidders by service provider if the techno commercial bid has been accepted by ISP, Burnpur.

7.2 Specifications for Calcined Petroleum Coke:**Specification :** Calcined Petroleum Coke (Low Sulphur content)

Chemical:

Fixed Carbon	: 99% (Min)
Sulphur	: 1.2% (Max.)
Volatile Matter	: 0.4% (Max.)
Ash	: 0.5% (Max.)
Moisture	: 0.1% (Max.)

Size: For all Units except ASP & VISP Size: 2 mm to 10 mm.**Size tolerance :** (-) 2 mm : 20% max; (+) 10 mm 10% max; (+) 15 mm : Nil. No Payment for fractions beyond Tolerance Limit.**Only for ASP :** Size: 3 mm to 20 mm. (Max 10% by weight can be oversize upto 30 mm and max 10% by weight can be undersize).**Only for Fines for VISP** Size 0-5 mm ; (No Size Tolerance)**7.2.1 Penalties : Penalties shall be imposed for variations in chemical composition (for Market-2, 3 & 4) as follows :-**

Fixed Carbon	99.0% min.	Acceptable upto 98.0 % with penalty as under :- <ul style="list-style-type: none"> • Upto 99.0 % min - nil • Less than 99.0% & upto 98.5% -00.10% of the basic price for every decrease of 0.10% OR part thereof. • Below 98.5% & upto 98.0% -00.10% of the basic price for every decrease of 0.10% upto 98.5% PLUS 00.20% of the basic price for every decrease of 0.10% OR part thereof below 98.5%. • Below 98.0% - full rejection.
Sulphur	1.2% max.	More than 1.2%: full rejection.
Ash	0.5% max.	Acceptable upto 1.0 % with penalty as under:- <ul style="list-style-type: none"> • More than 0.5% & upto 1.0% -00.20% of the basic price for every increase of 0.1% OR part thereof over 0.5%.
Moisture	0.1% max.	Acceptable upto 0.3% with penalty as under :- <ul style="list-style-type: none"> • More than 0.1% & upto 0.3% -00.20% of the basic price for every increase of 0.1% OR part thereof over 0.1%.
Volatile Matter	0.4% max.	Acceptable upto 0.6% with penalty as under :- <ul style="list-style-type: none"> • More than 0.4% & upto 0.6% -00.20% of the basic price for every increase of 0.1% OR part thereof over 0.4%.

7.2.2 No Tolerance in Chemical parameters for supplies to Bhilai Steel Plant (i.e. Market-1).

ANNEXURE-I

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)
TO BE GIVEN ON NON JUDICIAL STAMP PAPER OF Rs.100/-**

This deed to guarantee made this day oftwo thousand ----- between(Name of Banker), having its registered office at -----(Place) and one of its local offices at -----(hereinafter referred to as the Surety), and Steel Authority of India Limited , IISCo Steel Plant , a Company registered under the Companies Act, 1956 and having its registered office at Ispat Bhawan , Lodhi Road , New Delhi-110003 , India (hereinafter referred to as the Purchaser).

WHEREAS(Tenderer's Name) (hereinafter referred to as "tenderer"), a Company registered under(Name of the Act) and having its registered office at is bound to deposit with the purchaser by way of Earnest Money Rs.....(Rupeesonly) in connection with its Tender for with reference to Purchaser's Invitation to Tender No.datedas per specification and terms and conditions enclosed therein.

WHEREAS the supplier as per clause No.of Invitation to Tender has agreed to furnish a Bank Guarantee valid upto(Date) instead of deposit of earnest money in Demand Draft.

Now this witnesseth

That the Surety in consideration of the above Tender made by the Tenderer to the Purchaser hereby undertakes to guarantee payment on demand to the Purchaser without any protest or demur , the said amount of which the Tenderer is bound to deposit with purchaser by way of earnest money in connection with this tender.

Notwithstanding anything contained in the foregoing , the Surety's liability under the guarantee is restricted to Rs.(Rupeesonly).

The guarantee shall remain in force and effective upto and shall expire and become ineffective on intimation thereof being given to the surety by the purchaser in which event this guarantee shall stand discharged.

This guarantee shall not be affected by any change in the constitution of the purchaser , Tnederer or the Surety.

The purchaser shall be eligible to make any claim under this guarantee only if the Tenderer , after submitting his Tender , resiles from his offer or modifies the terms & conditions thereof in a manner not acceptable to the purchaser or expresses his unwillingness to accept the order after the purchaser has decided to place order on the Tenderer for on mutually agreed terms & conditions . The purchaser's decision in this regard shall be final and binding.

The surety cannot revoke this guarantee during its currency except with previous consent of the purchaser in writing.

Notwithstanding anything contained herein above , unless a demand or claim under this guarantee is made on the Surety in writing on or before the surety shall be discharged from all liabilities under this guarantee thereafter.

For and on behalf of

(Banker's Name and Seal)

Annexure - II

FORMAT FOR SECURITY DEPOSIT BANK GUARANTEE

(The Stamp Paper shall be purchased in the name of the concerned Bank and stamp paper shall be of appropriate value)

.....Bank Ltd.
Address

Bank Guarantee No.A/Cs Messers Date of
ExpiryAddress Limit of liability Rs.

Ref. Tender No. Dated For (Name of work)

Subject : SECURITY DEPOSIT Dated

To
Steel Authority of India Ltd.
Respective SAIL Plants

Dear Sirs,

In consideration of your agreeing to accept the security deposit of Rs. furnishbale to you by Messers ----- of (hereinafter referred to as the “Contractor ”) in terms of their contract with you for as per their Tender no. dated pursuant to your invitation to such tender and your General Conditions of Contract governing supply contracts of SAIL (SAIL -P1) and other tender documents relating thereto subject to the additions and alterations mutually agreed upon and set forth or referred to in your letter of Acceptance no..... dated (hereinafter referred to as “the said contract” which expression shall , in case of execution of any formal agreement between you and the contractor in terms of mean and include the said agreement) in the form of guarantee from us in the manner hereinafter contained.

1. We (indicate the name of the Bank) at the request of contractors (s) do hereby undertake to pay to you an amount not exceeding Rs. Claimed by you irrespective of whether any loss or damage has been caused to or suffered by you by reason of any breach by the said contractor of any of the terms or conditions of the said agreement.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any protest or demur merely on a demand from you stating that the amount claimed is due by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on shall be conclusive as regards the amount due and payable by us under this guarantee. However , our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
3. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
4. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / suppliers (s) in any suit or Proceeding pending before any Court or Tribunal or arbitration relating there to our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under.
5. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said contract and after the contractor has discharged all its/his/their obligations under the said contract, and produced a certificate from your

Organisation certifying the due completion of the work under the said contract and submitted a “No Demand Certificate” provided always that this Guarantee shall in no event remain in force after the date of Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing on or before the said date or within six months thereafter which will be enforceable against us notwithstanding that the same is or are enforced after the said date. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the contractor in respect of completion of the works under the said contract or otherwise we undertake to extend forthwith the period of this Guarantee on your request till such time as may be required by you.

6. We , (indicate the name of bank) further agree with you that you will have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance , act or omission on your part or any indulgence shown by you by the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision , have effect of so relieving us.
7. All compositions and payment that may be received by you from the contractor or any person, firm or company whomsoever for or on account of the contractor in any way in respect of the said contract shall be regarded as payment in gross and you will be entitled to prove against the assets of the Contractor, should, the Contractor be wound up or dissolved or declared insolvent in respect of the whole of the Contractor’s indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such composition or payment or any security that may be held by you until you shall have received the full amount of your claims against the contractor.
8. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person , firm or company on its behalf or by the winding up , dissolution , insolvency or death as the case may be of the contractor.
9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights if any , which are in any way inconsistent with the above or any other provisions of this Guarantee.
10. This Guarantee and the powers and the provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with other or alone) and now existing uncancelled and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This Guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
12. We (indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
13. We have power to issue this Guarantee (under our Memorandum and articles of Association) and the undersigned has full power to sign this Guarantee.
14. The claim period will be 2 months after the expiry of the validity of the bank guarantee (S) and on lodging claim for encashment, the Bank Guarantee should be encashed immediately by the bank without stipulating a minimum period.

Yours faithfully

- 1.
- 2.

Dated: day of 200

For
(INDICATE THE NAME OF BANK)

Annexure - III

INTEGRITY PACT

Between

Steel Authority of India Limited (SAIL) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Calcined Petroleum Coke. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2 – Commitments of the Bidder(s)/ contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 44-51).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, SAIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, SAIL within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman SAIL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman SAIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.



Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of SAIL .

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."



(For & On behalf of the Principal)

A. SRIVASTAVA
D. G. M. (MM)
SAIL/ISP BURNPUR
(Office Seal)

(For & On behalf of

Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 1/2/15
Mohd Wazim
DGM (MM) SAIL-ISP
Burnpur
Dy. General Manager (MM)
479, 475-1150, Burnpur

Witness 2:
(Name & Address)

Guidelines on Banning of Business Dealings

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1. Introduction

- 1.1 Steel Authority of India Limited (SAIL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. SAIL has also to safeguard its commercial interests. SAIL deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SAIL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on SAIL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of SAIL generally provide that SAIL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (SAIL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Plants / Units and subsidiaries of SAIL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer/**Bidder/Tenderer**' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ **Bidder / Tenderer**' in the context of these guidelines is indicated as 'Agency'.

- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) '*Competent Authority*' and '*Appellate Authority*' shall mean the following:
- a) For Company (entire SAIL) Wide Banning
The Director (Technical) shall be the '*Competent Authority*' for the purpose of these guidelines. Chairman, SAIL shall be the '*Appellate Authority*' in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.
 - b) For banning of business dealings with Foreign Suppliers of imported coal/coke, SAIL Directors' Committee (SDC) shall be the '*Competent Authority*'. The Appeal against the Order passed by SDC, shall lie with Chairman, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach SAIL Board as Second Appellate Authority.
 - d) For Plants / Units only

Any officer not below the rank of General Manager / Addl Director appointed or nominated by the Chief Executive of concerned Plant / Unit shall be the '*Competent Authority*' for the purpose of these guidelines. The Chief Executives of the concerned Plants / Unit shall be the '*Appellate Authority*' in all such cases.
 - e) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of CMMG shall be the "Competent Authority" and Director (Technical) shall be the "Appellate Authority".
 - e) Chairman, SAIL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved / registered Agencies - *Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers*, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Plant / Unit /Corporate Vigilance may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with SAIL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of SAIL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), SAIL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Plants / Units and Subsidiaries of SAIL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Plants / Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported coal/coke, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply through out the Company including Subsidiaries.
- ii) Based on the complaint forwarded by ED (CIG) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of SAIL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive

Director, Coal Import Group (ED, CIG) to place it before a Committee consisting of the following :

1. ED (F&A)/Head of Corporate Finance,
2. ED, CIG/Head of CIG – Convenor of the Committee
3. ED, CMMG/Head of CMMG, Corporate Office
4. ED (Law)/Head of Corporate Law

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, CIG.

iii) The comments / recommendations of the Committee shall then be placed by ED, CIG before SAIL Directors' Committee (SDC) constituted for import of Coal. If SDC opines that it is a fit case for suspension, SDC may pass necessary orders which shall be communicated to the foreign supplier by ED, CIG.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or SAIL , during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of SAIL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7** If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts **and / or fudging /forging /tampering of documents;**
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (SAIL) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (SAIL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (SAIL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (SAIL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Plant / Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Plant / Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Plant / Unit. Any ban imposed by Corporate

Office shall be applicable across all Plants / Units of the Company including Subsidiaries.

- 7.2 For Company-wide banning, the proposal should be sent by ACVO of the Plant / Unit to the CVO through the Chief Executive of the Plant / Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Plant / Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Plants / Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout SAIL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3 There will be a Standing Committee in each Plant / Unit to be appointed by Chief Executive for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Finance, Law & CMMG. Member from CMMG shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported coal/coke.

- i) Banning of the agencies shall apply through out the Company including Subsidiaries.
- ii) Based on the complaint forwarded by ED (CIG) or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director, Coal Import Group to be placed before a Committee consisting of the following :-
 1. ED (F&A)/Head of Corporate Finance,
 2. ED, CIG/Head of CIG – Convenor of the Committee
 3. ED, CMMG/Head of CMMG, Corporate Office
 4. ED (Law)/Head of Corporate Law

The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by ED, CIG.
- iii) The comments / recommendations of the Committee shall be placed by ED, CIG before SAIL Directors' Committee (SDC) constituted for import of Coal. If SDC opines that it is a fit case for initiating banning action, it will direct ED (CIG) to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (CIG) to SDC for consideration & decision.
- v) The decision of the SDC shall be communicated to the agency by ED (CIG).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of SAIL, necessary facility for inspection of documents may be provided.

- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, SAIL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Plants / Units may formulate their own procedure for implementation of the Guidelines **and same be made a part of the tender documents.**
-

Annexure --IV

General Rules and Regulations governing conduct of On-line Reverse Auctions

1. Service Provider:

For conducting the Reverse Auction, Steel Authority of India Limited (SAIL) has engaged the services of **mjunction (hereinafter referred to as Service Provider or SP)** for conducting the Reverse Auctions. SP is fully authorized to give clarifications / coordinate with the supplier on behalf of SAIL w.r.t. conduct of Reverse Auction. Their address and contact details are as given alongside.

mjunction services limited,
Tata Centre
43, Jawarharlal Nehru Road
Kolkata – 700 071
Phone : 033-66133212
Fax : 033 - 66133222
Email: **kaushik.sarkar**@mjunction.in

2. Introduction to General Rules & Regulations:

The General Rules and Regulations provided herein govern the conduct of On-line Reverse Auctions operated by mjunction services Ltd. These rules cover the roles and responsibilities of the parties in the On-line Reverse Auctions on the Mjunction platform. **Acceptance in-toto to these General Rules and Regulations is a prerequisite for securing participation in the On-line Reverse Auctions on the mjunction platform.**

3. Role of Service Provider

Mjunction is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency providing the auction engine, the role of Mjunction would include:

- Setup the auction based on item details and price evaluation methodology as mentioned in tender document.
- Providing access through user-id protected by password to the approved bidders to participate in the auction.
- **Enhancing bidder awareness by providing them the details / steps of auction process to enable them to participate in Reverse Auction and to make them comfortable with the auction mechanism and bidding rules.**
- Summarizing auction proceedings and communicating of the outcome.

4. ROLE OF THE BIDDER

The role of the bidder is outlined below:

- Give online consent to General Rules and Regulations. Access to auction mechanism shall be provided only after such consent.
- Ensure that user-id and password to access the auction is not revealed to unauthorized persons.
- Participate in the Reverse Auction with the aim of bidding to secure the auctioned item in the auction (being selected for supplying SAIL 's requirement in a Reverse Auction).
- Convey last quoted price in writing to SP, immediately after closure of Reverse Auction.
- Provide breakup of quoted price within stipulated time as mentioned in tender document or otherwise communicated.
- In the event of winning an allotment, fulfill all obligations under the contract.

5. Bidding Rules:

The Bidding Rules refer to the information and terms defined specifically for a particular Reverse Auction. The purpose of the Bidding rules is to provide approved bidder with the information and terms specific to the auction in which they are bidding. This would include:

- Start Time and duration of the Reverse Auction

- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- Start Bid Price (if specified)
- Auction Quantity
- Price Decrements ((if specified)
- Other attributes (informational/non-negotiable in nature)

Participation in the auction process presumes complete awareness and understanding of the bidding rules.

6. Conduct of the Reverse Auction

The Reverse Auction shall be conducted on pre-specified date & time.

Mjunction retains the right to cancel or reschedule the Reverse Auction on any of the followings reasons:

- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- Bids are received but above the Start Bid Price

The duration of the Reverse Auction may also vary from the pre-specified period of time on account of termination of the auction by Mjunction:

- On the advice of the SAIL , or,
- On its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or integrity of the auction process.

7. PROBLEMS DURING THE CONDUCT OF THE REVERSE AUCTION

In the event of any problems being faced in the smooth conduct of the auction, Mjunction shall have the right to undertake one or more of the following steps:

- Cancellation of a bid
- Locking of bidders account (suspension of operations in the account) etc. Such intervention may even happen without seeking prior concurrence of SAIL .

MJ shall inform SAIL , clearly stating reasons, of such cancellation / suspension.

8. ENSURING PARTICIPATION & LOSS OF CONNECTIVITY

The bidders has to participate in the RA from their own office/ own arrangement. The bidder has to make arrangement for ensuring Internet connectivity throughout RA. For this, the bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. SAIL or Service Provider shall in no way be responsible for ensuring Internet connectivity or the consequences arising out of disruption of Internet connectivity.

9. Liability of Service Provider:

mjunction shall not be liable to the SAIL / bidders in the auction or any other person(s) for:

- any breach of contract by any party in the signalling of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infra structural facilities or any other shortcomings.

10. Confidentiality Clause:

Mjunction undertakes to handle any sensitive information provided by the SAIL or confirmed bidders for the Reverse Auctions conducted on the Mjunction platform with utmost trust and confidentiality.

11. JURISDICTION:

Any disputes relating to the online Reverse Auction module shall be subject to the sole

jurisdiction of the district court of Kolkata.

12. RIGHT OF SAIL :

SAIL reserves the right to fully / partly accept or reject any or all bids placed in the online Reverse Auction without assigning any reason whatsoever. SAIL also reserves the right to allot the tendered quantity to one or more bidders.

.....
Definition of Key Terms

1. **Reverse Auction** : Reverse Auction refers to a forum where the requirement for one/more Lots of an item is stated and the participants are required to bid down the price to be selected to supply the requirement.
2. **On-line Reverse Auction** : On-line Reverse Auctions refer to those Reverse Auctions conducted through the Internet with simultaneous bidding (from one or more locations). In other words, the venue for the auction is on an Internet website/ platform. The Mjunction website (<http://auction.buyjunction.in>) or any other URL assigned by Mjunction would constitute the venue for the purpose of the On-line auction.
3. **Award at the Reverse Auction**: The bidder quoting the lowest price is normally allotted the item unless otherwise specified by the SAIL .
4. **Buyer i.e. SAIL** : SAIL is the individual/business entity who has contracted Mjunction to conduct such Reverse Auction. In case of Reverse Auction, the purpose would be to meet their requirement for item/s from among the sellers desiring to sell the items to the SAIL .
5. **Bidder**: Bidder is the individual/business entity participating in the Reverse Auction, intending to supply the item/s to the SAIL . To become a Bidder in the auction, a business entity has to secure SAIL 's approval for participation and also provide written assent to the General Rules and Regulations.
6. **Auction Engine**: Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. Mjunction is the sole owner of the auction engine and retains exclusive right over the utilization of the same.
7. **Preview Time** : Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionalities and screens of the auction mechanism. It is not mandatory for Mjunction to provide Preview Time.
8. **Start Time** : Start time refers to the time of commencement of the conduct of the On-line auction. It signals the commencement of the Price Discovery process through competitive bidding.
9. **Duration of the Reverse Auction**: It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. The conditions include:
 - Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
 - Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.
10. **Auto Extension of the Auction Timings** : In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. Mjunction however retains the right to change the same. The Inactivity time applicable for the particular On-line Bid shall be communicated to the bidder if it will be set to a value other than 5 minutes.
11. **End of the Reverse Auction** : End of the Auction refers to the termination of the auction proceedings signalling an end to the price discovery process.

12. **ID and Pass Word:** Pass Word and ID shall be given to all the eligible tenderers by the Service Provider for enabling them to participate in the Reverse Auction.
13. **Start Bid Price:** Wherever indicated, Start Bid Price, is the Maximum Price, which will be accepted by the Reverse Auction engine. Supplier have to quote a price lesser than or equal to the Start Bid Price for participating in the Reverse Auction. The computer shall not accept Price higher than Start Bid Price for a lot. Bidding will start at start Bid Price to be Intimated to the vendors eligible for bidding at the start of the auction. This will be put up on. The site
14. **Minimum Decrement:** Minimum decrement is the minimum amount by which, a supplier has to reduce his bid value in order to beat the latest lowest bid. For example if a bidder bids Rs 10,00,000/- for a Lot, others, in order to beat this bid, have to quote a lower price with a minimum decrement say of Rs 2,500/- i.e. in order to be eligible they have to quote Rs. 9,97,500/- (or lower) for the same Lot. This minimum decrement shall be pre-decided by SAIL and will be in-built in the RA event.
15. **Proxy Bid:** It is a bidding option through which, the system places bids on your behalf. you need to check (click) the proxy bid box on the screen and place the lowest value activated the bids are placed automatically as per the minimum decrements. The lowest value of your proxy bid amount is not visible by any other bidder / observer / auction controller. When a bidder exercises the proxy option, the proxy bid remains L1 till the lower bid to which you can bid and then place submit button and confirm. Once the proxy is a value fed in the auction machine is exhausted i.e. a lower bid, less than the lower bid value offered by the bidder exercising the proxy, is offered by another bidder. If a bidder bids a price equal to the lower limit of the proxy bid, the proxy bidder gets precedence over him at that price.

Example : Suppose, the current bid in the market is Rs.10000 and the min. decrement is Rs.100 and you have activated proxy till Rs.9500. Now say a bidder places a bid of Rs.9800, the system automatically bids Rs.9700 on your behalf at the same time and keeps you as a leading bidder.

In the following circumstances, a bidder may opt for proxy bidding.

1. *Where the bidder is not confident of a reliable Internet Connectivity*
 2. *Where the speed of Internet Connection is slow and unable to catch-up with the speed of competitor's bids*
 3. *To remain a leading bidder till the lowest bid value fed in the auction machine.*
 4. *Where the bidder is required to put bids in more than one Market/Lot at a time*
 5. *Bidder is pre-occupied and not in a position to put bids live as the auction is going on.*
16. **Rank Bidding** :- As the name describes here bidders will be shown their rank depending upon their bid value placed in the auction engine. In this type of auction there will be no tie bid in the L1 position; for all other positions from L2 onwards ties bids are possible. However in case bids in a non L1 position gets tied at the same value the ranking will take into consideration the time of registration of bids in the system. For example If the current L1 price of a auctions is Rs 5500, the system will only accept a price that is not equals Rs 5500 and lower by atleast one bid decrement of previous bid of the bidder. However for a price that is more than Rs 5500 in multiples of the bid decrement the system can accept two or more bids at the same price; the bids will be ranked on the basis of their time of registry in the system with the bid registered first getting the lowest rank.

In rank bidding there is no provision for "proxy" activation as the bidder will not lowering the current market price, hence the range for "proxy" can't be set.

Annexure – V

List of eligible scheduled Commercial Banks for acceptance of BG

Sl No.	Bank Name	Sl No.	
	SBI & Associate banks of SBI		Foreign Banks
1	State Bank of India	41	ABN Amro Bank NV
2	State Bank of Bikaner & Jaipur	42	American Express Banking Corporation
3	State Bank of Hyderabad	43	Bank of America
4	State Bank of Indore	44	Bank of Tokyo-Mitsubhisi Ltd
5	State Bank of Mysore	45	Barclays Bank Plc
6	State Bank of Patiala	46	BNP Paribus
7	State Bank of Saurashtra	47	Citi Bank N.A.
8	State Bank of Travancore	48	Calyon Bank
	Nationalised Banks	49	Deutsche Bank
9	Allahabad Bank	50	DBS Bank Ltd
10	Andhra Bank	51	The Hongkong & Sanghai Banking Corpn.
11	Bank of Baroda	52	J.P. Morgan Chase Bank Ltd.
12	Bank of India	53	Mizuho Corporation Bank Ltd
13	Bank of Maharastra	54	Societe Generate
14	Canara Bank	55	Standard Chartered Bank
15	Central Bank of India		
16	Corporation Bank		
17	Dena Bank		
18	Indian Bank		
19	Indian Overseas Bank		
20	Oriental Bank of Commerce		
21	Punjab National Bank		
22	Punjab & Sind Bank		
23	Syndicate Bank		
24	UCO Bank		
25	Union Bank of India		
26	United Bank of India		
27	Vijaya Bank		
	Other Public Sector Banks		
28	Industrial Development Bank of India		
	Private Sector Banks		
29	Federal Bank		
30	HDFC Bank Ltd		
31	ICICI Bank Ltd.		
32	Indusind Bank		
33	ING Vysya Bank Ltd.		
34	Jammu & Kashmir Bank Ltd.		
35	Karnataka Bank Ltd.		
36	Karur Vysya Bank Ltd.		
37	Kotak Mahindra Bank Ltd.		
38	South Indian Bank Ltd.		
39	Axis Bank Ltd.		
40	Yes Bank Ltd.		

PART-B (RFQ FORMS)**RFQ NO : SAIL/ISP-PUR/CP-CPC/2015-16****Dated 25/02/2015**Contents of Forms :

Sl.	Form	Particulars
1	B1.A	Price quotes for Calcined Petroleum Coke (Market-I) *
2	B1.B	Price quotes for Calcined Petroleum Coke (Market-II)*
3	B1.C	Price quotes for Calcined Petroleum Coke (Market-III)*
4.	B1.D	Price quotes for Calcined Petroleum Coke (Market-IV)*
4	B2	Volume offered***
5	B3	Declaration for acceptance of RFQ's Terms and conditions.***
6	B4	Taxes & Duties*
7	B5	Freight/ Packing quotation*
8	B6	Basic Information about your company***
9	B7	Details about Current Customers***
10	B8	Quality activity Process***
11	B9	Basic Information about your supply status of C.P.Cokes***
12	B10.A	Price quotes for Calcined Petroleum Coke (Market-I) **
13	B10.B	Price quotes for Calcined Petroleum Coke (Market-II)**
14	B10.C	Price quotes for Calcined Petroleum Coke (Market-III)**
15	B10.D	Price quotes for Calcined Petroleum Coke (Market-IV)**

Note :- * For Indigenous Suppliers Only.

** For Overseas Suppliers Only.

*** For Indigenous & Overseas Suppliers.

FORM B.1A : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET – 1]

(This form is to be used to submit the price by Indigenous Tenderers)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:- a) Please use this worksheet to specify the basic (ex-works) price. b) Quote a Single Price for Specification & Size for BSP, Bhilai (Size 2-10 mm)
--

Company Name	
--------------	--

Plant location	
----------------	--

Indicate your price below :- (Size : 2-10 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (Rs./MT)		
	IN FIGURE	IN WORDS
BASIC PRICE		

Signature, Company's name & Seal

FORM B.1B : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET – 2]

(This form is to be used to submit the price by Indigenous Tenderers)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-
a) Please use this worksheet to specify the basic (ex-works) price.
b) Quote a Single Price for Specification & Size for DSP, RSP, BSL & ISP (Size 2-10 mm) .
c) Fill up all the blank spaces

Company Name	
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Plant location	
----------------	--

Indicate your price below :- (Size : 2-10 mm) for CPC with sulphur 1.20 % (Max)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (Rs./MT)		
	IN FIGURE	IN WORDS
BASIC PRICE		

FORM B.1C : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET -3]

(This form is to be used to submit the price by Indigenous Tenderers)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

- a) Please use this worksheet to specify the basic (ex-works) price.
- b) Quote a Single Price for Specification & Size for ASP (Size 03-20 mm) with tolerance in physical parameters only.
- c) Fill up all the blank spaces

Company Name

Plant location

Indicate your price below :- (Size : 3-20 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (Rs./MT)		
	IN FIGURE	IN WORDS
BASIC PRICE		

Signature, Company's name & Seal

FORM B.1D : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET –4]

(This form is to be used to submit the price by Indigenous Tenderers)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

- a) Please use this worksheet to specify the basic (ex-works) price.
- b) Quote a Single Price for Specification & Size for VISP (Size 0-5 mm)
- c) Fill up all the blank spaces

Company Name

Plant location

Indicate your price below :- (Size : 0-5 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (Rs./MT)		
	IN FIGURE	IN WORDS
BASIC PRICE		

Signature, Company's name & Seal

FORM B 2 : VOLUME OFFERED

Instruction to fill up form :-

1. Please use this worksheet to specify the quantity you have offered for each plant of this market.
2. Minimum 60 % quantity for market-1, 70% quantity for each plant in market-2 and 100% for market-3 & 4 to be offered.
3. Fill up all the blank spaces :-

Maximum Volume Offered :-

Sl.no.	Name of the Plant	Percentage of Sulphur content	Size (in mm)	Offered Quantity (MT)
1	Bhilai Steel Plant : Market-1	1.20% (Max)	2 – 10 MM	
2	Rourkela Steel Plant Market-2	1.20 %(Max)	2 – 10 MM	
3	Durgapur Steel Plant Market-2	1.20 %(Max)	2 – 10 MM	
4	Bokaro Steel Plant Market-2	1.20 %(Max)	2 – 10 MM	
5	IISCO Steel Plant Market-2	1.20 %(Max)	2 – 10 MM	
6	Alloy Steel Plant Market-3	1.20 %(Max)	3 – 20 MM	
7	VISP, Bhadravati Market-4	1.20 %(Max)	0 – 5 MM	

Signature, Company's Name & Seal

FORM B 3: DECLARATION FOR ACCEPTANCE OF RFQ TERMS & CONDITIONS

We M/s (Firm's Name) _____

having registered office at (Address) _____

agree to all the terms & conditions listed in Request for Quotation for Calcined Petroleum Coke vide RFQ no. SAIL/ISP-PUR/CP-CPC/2015-16 Dated 25/02/2015 without any deviation.

We have noted the special instruction under section 5 of Part A. and also noted and agreed the terms & conditions of Reverse Auction (RA) as mentioned at annexure – IV of the above RFQ.

Our Techno-commercial bid shall remain valid up to May17 from the date of opening of Tenders.

Our Price will remain firm and valid for your acceptance for 30 days from the date of price bid opening / from the date of completion of Reverse Auction.

Signature, Company's Name & Seal Date

FORM B 4 : TAXES & DUTIES

(This form is to be used to submitted by Indigenous Tenderers)

Instruction to fill up form**(1) Please use this work sheet to specify the Excise Duty, Sales tax/VAT and other taxes & duties applicable for each plant.****(2) Fill up all the blank spaces**

1. EXCISE DUTY & ED. CESS	: Applicable/ Not applicable (Circle as applicable)		2. Present rate if applicable	
3. Tariff item number				
4. Excise Registration Number				
5. Taxes Applicable				
PLANT	SALES TAX /VAT(Percent)		Other Taxes and duties applicable (Percent)	
	In Figures	In Words	Description	In figures
				In words
Bhilai Steel Plant				
Rourkela Steel Plant				
Durgapur Steel Plant				
Bokaro Steel Plant				
IISCO Steel Plant				
Alloy Steel Plant				
VISL Steel Plant				
6. Please indicate the following numbers applicable for your company.				
(I) Sales Tax registration number				
(II) VAT registration number				
(III) Central Sales Tax registration number				
(IV) Other taxes registration number				
7. All the applicable taxes / duties shall be included in the tenderers account to arrive at the LCNS rates.				

Signature, Company's Name & Seal Date

FORM B 5 : FREIGHT / PACKING QUOTATION

(This form is to be used & submitted by Indigenous Tenderers)

Instruction to fill up forms

- (1) Please use this worksheet to specify your freight costs for each plant. Fill up all the blank spaces in figures as well as words.
- (2) For each plant, fill in the freight charges by road in Rs/Ton from your plant.
- (3) For each Packing Sizes, Packing charges, if any, is to be indicated.
- (4) Parties may revise their freight in each procurement cycle, prior to Price discovery. Freight quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle. Please indicate here the Freight for first cycle.

1. Loading Point (by road)		
2. FREIGHT CHARGES (Rs./MT)		
PLANT	Quoted Freight by road (Rs/MT)	
	In figures	In words
Bhilai Steel Plant		
Rourkela Steel Plant		
Durgapur Steel Plant		
Bokaro Steel Plant		
IISCO Steel Plant		
Alloy Steel Plant		
VISL Steel Plant		

PACKING CHARGES (Rs./MT) :-		
Packing Sizes	In figures	In words
20 Kg Bags		
50 Kg Bags		
250 Kg Bag		
500 Kg Bags		
1000 Kg Bags		

Signature, Company's Name & Seal

FORM B 6 : BASIC INFORMATION ABOUT YOUR COMPANY

Instruction to fill up form

- (1) Please use this worksheet to specify basic financial/IR/contact information; an authorized person should sign the document at the relevant section.
 (2) In past industrial relations track record, please mention if there was closure/cease of work at any of your plants in the last 5 years.
 (3) Use this form as pro-forma/ format. Use additional sheets to provide relevant information.

Company Name			
Ownership Details			
Contact person & Designation			
Address for contact	Phone number (s):	FAX No. :	Email id :

FINANCIAL DETAILS :

YEAR	TURNOVER (Rs. CRORES)	PROFIT (Rs. CRORES)
2012-13		
2013-14		
2014-15		

Sl. No.	Major Mfg. Capacity (name & address)	Installed Capacity (Tonnes per Annum)	Capacity Utilization			Present Level of Order Booking
			2013	2014	2015	

Past Industrial Track Record	
------------------------------	--

I hereby certify that all information provided above is correct and noted the RFQ clause no. 3 & 4 of Special Instruction (Section) in this regard.

Signature, Company's Name & Seal

FORM B 7: DETAILS ABOUT CURRENT CUSTOMERS

Instruction to fill up form

- (1) Please use this worksheet to specify and describe your significant customer relationship, if any (from 2011-12 onwards)
- (2) Define significant customer as those taking 25% of your per annum production
- (3) Fill up all the blank spaces

Sl. No.	Customer served (Name and address)	Specification & Size of CPC Supplied	Quantity (Tons per annum)	Duration of relationship (Period in Months & Purchase order details)

Note :- For any/all the customers above, please provide as an additional sheet, the benefit to the customer (e.g., inventory management, reducing consumption norms).

Signature, company name & Seal

FORM B 8 : QUALITY ACTIVITIES/ PROCESS

Instruction to fill up form

- (1) Please use this worksheet to specify performance process and quality systems that are in place**
- (2) Please fill in the blank spaces**
- (3) Please use additional sheets if required**

1. State Quality Systems in place

(1)	
(2)	
(3)	

2. State process measures to ensure customer specification compliance

(1)	
(2)	
(3)	

3. List quality process improvements anticipated for the next 2-5 years

(1)	
(2)	
(3)	

Signature, Company's Name & Seal

FORM B 9 : BASIC INFORMATION ABOUT YOUR SUPPLY STATUS OF CALCINED PETROLIUM COKE FROM APRIL'2011 ONWARDS**Instruction to fill up form**

- (1) Please use this worksheet to specify performance process and quality systems that are in place
 (2) Please fill in the blank spaces
 (3) Please use additional sheets if required

Purchase Orders Details of SAIL Plants and amount of fulfilment :									
Sl. No.	P.O. No. & Date of SAIL Plants (where outstanding quantity exists)	Original P.O. Quantity (MT)	Contractual Delivery Schedule	Name of the SAIL Plant	Quantity already delivered (MT)	Pending Quantity (MT)	Defaulted Quantity as per P.O. Schedule (MT)	Delivery Plan for Defaulted Quantity (if any)	
								MT	DATE
Purchase Orders Details of Other Customers and amount of fulfilment :									
Sl. No.	P.O. No. & Date of Other Customer (where outstanding quantity exists)	Original P.O. Quantity (MT)	Contractual Delivery Schedule	Name of the Customer	Quantity already delivered (MT)	Pending Quantity (MT)	Defaulted Quantity as per P.O. Schedule (MT)	Delivery Plan for Defaulted Quantity (if any)	
								MT	DATE

I hereby certify that all information provided above is correct and noted the RFQ clause no.6 of Special Instruction in this regard.

Signature, name, designation and seal of authorized person

FORM B.10A : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET – 1]

(This form is to be used to submit the price by Overseas suppliers only)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

a) Please use this worksheet to specify the FOB price, Ocean Freight & C & F Price. Please fill up all the blank spaces.**b) Quote a Single Price for Specification & Size for BSP (Size 2-10 mm).****c) Parties may revise their Ocean Freight in each procurement cycle, prior to Price discovery. Ocean Freight quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle (if contract is finalized on CFR basis). Please indicate here the Ocean Freight for first cycle**

Company Name	
Plant location	
Loading Port	

Indicate your price below :- (Size : 2-10 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (US\$/MT)		
	IN FIGURE	IN WORDS
FOB		
OCEAN FREIGHT (VISHAKHAPATTANUM)		
OCEAN FREIGHT (KOLKATA)		

Agency Commission (if any), Packing Charges should be included in FOB price.

Signature, Company's name & Seal

FORM B.10B : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET – 2]

(This form is to be used to submit the price by Overseas suppliers only)
To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

- a) Please use this worksheet to specify the FOB price, Ocean Freight & C & F Price. Please fill up all the blank spaces
b) Quote a Single Price for Specification & Size for DSP, RSP, BSL,ISP (Size 2-10 mm).
c) Parties may revise their Ocean Freight in each procurement cycle, prior to Price discovery. Ocean Freight quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle (if contract is finalized on CFR basis). Please indicate here the Ocean Freight for first cycle.

Company Name	
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Plant location	
Loading Port	

Indicate your price below :- (Size : 2-10 mm) - for CPC with sulphur 1.20 % (Max)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (US\$/MT)		
	IN FIGURE	IN WORDS
FOB		
OCEAN FREIGHT (VISHAKHAPATTANUM)		
OCEAN FREIGHT (KOLKATA)		

Agency Commission (if any), Packing Charges should be included in FOB price.

Signature, name, designation and seal of authorized person

FORM B.10C : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET – 3]

(This form is to be used to submit the price by Overseas suppliers only)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

- a) Please use this worksheet to specify the FOB price, Ocean Freight & C & F Price. Please fill up all the blank spaces.**
b) Quote a Single Price for Specification & Size for ASP (Size 3-20 mm).
c) Parties may revise their Ocean Freight in each procurement cycle, prior to Price discovery. Ocean Freight quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle (if contract is finalized on CFR basis). Please indicate here the Ocean Freight for first cycle.

Company Name	
Plant location	
Loading Port	

Indicate your price below :- (Size : 3-20 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (US\$/MT)		
	IN FIGURE	IN WORDS
FOB		
OCEAN FREIGHT (VISHAKHAPATTANUM)		
OCEAN FREIGHT (KOLKATA)		

Agency Commission (if any), Packing Charges should be included in FOB price.

Signature, Company's name & Seal

FORM B.10D : PRICE QUOTES FOR CALCINED PETROLEUM COKE [MARKET –4]

(This form is to be used to submit the price by Overseas suppliers only)

To be submitted along with the offer within the due date of opening

Instructions to fill up form:-

- a) Please use this worksheet to specify the FOB price, Ocean Freight & C & F Price. Please fill up all the blank spaces.
 b) Quote a Single Price for Specification & Size for VISP, Bhadravati (Size 0-5 mm).
 c) Parties may revise their Ocean Freight in each procurement cycle, prior to Price discovery. Ocean Freight quoted for a procurement cycle, shall remain firm during the execution of contract in that cycle (if contract is finalized on CFR basis). Please indicate here the Ocean Freight for first cycle.

Company Name	
Plant location	
Loading Port	

Indicate your price below :- (Size : 0-5 mm)

PRICE QUOTE FOR CALCINED PETROLEUM COKE (US\$/MT)		
	IN FIGURE	IN WORDS
FOB		
OCEAN FREIGHT (VISHAKHAPATTANUM)		
OCEAN FREIGHT (KOLKATA)		

Agency Commission (if any), Packing Charges should be included in FOB price.

Signature, Company's name & Seal