

MAT CODE	ITEM DESCRIPTION	QUANTITY
51011001000122	Microprocessor based SMART Temperature Transmitter with integral display;I/P type:Universal (RTD/Thermocouple);Output:4-20mA DC,HART;Power Supply:12-32VDC;inbuilt CJC; IP 67 Dual compartment Al Alloy Housing; Load impedance : 600 ohm at 24 VDC (min.);Elec conn.:1/2inch NPT (F);Accuracy:+/-0.1% of FS or better; Ambient temp:60 deg C; in-built transient & reverse polarity protection;Accessory: (A)SS bracket and U clamp with reqd.nuts, bolts and washer for 2 inch pipe mounting (B) Ni plated DC Cable Gland (C) Calibration report (D)Operation & service manual.	60 EA

## **TECHNO-COMMERCIAL TERMS CONDITIONS:**

1. Inspection to be done at MM Stores jointly by User Department and MM Department.
2. Material to be used on receipt.
3. Warranty/Guarantee Certificate To Accompany Supply.
4. Material clearance will be given by Inspection/testing in Instrumentation lab within 05 days

**Note:- 1. Provide FORMAT FOR UNDERAKING as attached with Tender.**

**2. Read ELIGIBILITY Criterion as attached and provide PO copy, Related Invoice, Related E-waybill etc. Without these documents offer will be liable for REJECTION.**

**3. Upload Annexure-S as per attached format.**

**4. Provide MII certificate as attached with Tender from OEM only (On OEM letterhead). No Other format of MII is acceptable. MII from Dealer/Distributor is NOT ACCEPTABLE. For Improper MII certificate offer will be REJECTED without any further notice.**

- **Bidders must ensure that all documents specified in the tender and eligibility criteria are submitted along with their bids, failing which the bid is liable for rejection.**
- **SAIL-ISP reserves the right to summarily reject bids with missing/ incomplete documentation without seeking further clarification, if sufficient number of eligible bids meeting the stipulated "X+2" criteria are received against the tender ('X' denotes the number of sources on which orders are to be placed under the tender).**
  - **In cases where mandatory documents/declarations specified in the tender, or documents required to establish eligibility, are found missing or incomplete, SAIL-ISP may not seek any clarification before rejection of such bids.**

- *SAIL-ISP may seek clarifications for cases where the required number of eligible bids meeting the "X+2" criteria are not received. The clarifications/documents/declarations received within the stipulated time frame for such cases may be considered for bid evaluation. Bids still not meeting the criteria shall be rejected.*
- *Any representation submitted by bidders within the stipulated time frame against such rejections shall be considered strictly on the basis of clarifications, references, or supporting documents related to those already submitted prior to the bid due date or during the clarification stage. Submission of fresh stand-alone documents shall not be entertained.*

#### ELIGIBILITY CRITERIA

##### 1. Category of Bidders:

Only indigenous manufacturers or authorized reseller (dealers/ distributor/ channel partner) are eligible to participate in the tender. The bidder shall submit ISO certificate / the certificate from any Govt. / Govt. Authorized agency to show that the bidder is manufacturer of Electrical spare/electronic spare/instruments spares. In case bid submission by authorized reseller, authorization certificate from manufacturer should be submitted along with the bid. The authorization certificate should be valid as on opening of bid and the certificate must be on manufacturer's letter head. One reseller can represent only one manufacturer against the tender. In case of bid submission by authorized reseller, the bidder shall submit the certificate from any Govt. / Govt. Authorized agency/ISO certificate to show that their principal is manufacturer of Electrical spare/electronic spare/instruments spares. The certificates should be valid as on opening of bid.

##### 2. Past Performance:

The Bidder/Manufacturer {themselves or through reseller(s)} should have successfully supplied SMART TEMPERATURE TRANSMITTER during current financial year or any one of the five previous financial years as on opening of bid, to any Govt Organization / Central PSU /State PSU/ Public Listed/ Joint Venture where at least one partner is Govt Organization or PSU, as mentioned below:

- (i) Single order each of at least Rs.323292.48/-; or
- (ii) Two orders each of at least Rs.184738.56/-; or
- (iii) Three orders each of at least Rs.138553.92/- of respectively

In support of successful completion of supply, the bidder should submit the following along with their bid: Self-attested copies of PO and corresponding supply invoices/ e-waybills/ completion certificate/ performance certificate from the purchaser/ declaration that the items supplied against the POs has no adverse report as on opening of bid from the purchaser.

Supply should be against regular purchase order and not against trial order. Experience criteria will be waived for vendors, who have successfully completed the trial at ISP for the item being procured. Performance certificate from ISP to be submitted by the bidder for trial purchase orders.

In case bidder, who confirms MII guidelines of Govt of India is a subsidiary or a sales unit of a parent company (Manufacturer), the credentials/ performance of either bidder or parent company will be considered (subject to parent company having majority ownership of the bidder as per experience criteria. In such cases, documentary evidence (such as board resolution, certificate from the company's auditor etc with valid UDIN) for bidder being subsidiary of parent company and parent company having majority ownership of the bidder needs to be submitted. Both subsidiaries, sales unit, parent company participating in tender must comply with order no F.No.6/18/2019-PPD dt.23 July 2020 (& subsequent amendments) of Ministry of Finance regarding any bidder from a country which shares a land border with India.

Bidder(s) who have successfully executed last purchase order (of SAIL ISP) of the tendered item, shall be exempted from Past Performance.

3. The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along with the techno-commercial bid.

4. SAIL-ISP reserves the right to call for original documents for verification at any time during tendering, evaluation and/or the execution of the contract. In case of any documents/information submitted by bidder(s) found to be false or containing any misrepresentation or having any fraudulent declaration in it, then in

such eventuality, legal action (Including cancellation of contract, banning of business dealing, damages, criminal proceedings etc.) as deemed fit may be initiated by SAIL-ISP against the bidder.

5. Authorized dealer/ Reseller, have to submit a declaration (in their letterhead) that, in case of award of contract to them, they shall supply material from their principal manufacturer only and provide supporting documents (i.e. E-waybill of Manufacturer and/or their Invoice duly endorsed by the principal manufacturer) with each consignment.

#### **OTHER TERMS & CONDITIONS:**

- 1. BIDDER SHOULD SUBMIT FORMAT FOR UNDERTAKING AS PER ATTACHED FORMAT, FAILING WHICH BID MAY BE REJECTED.**
2. PRICE QUOTED SHOULD BE ALL INCLUSIVE IN LINE WITH TERMS OF GeM, INCLUDING ALL CHARGES FOR FREIGHT/ PACKING/ INSURANCE ETC., AND GST. NO ADDITIONAL CHARGE SHALL BE QUOTED/ CONSIDERED.
3. AS PER THE SYSTEM OF GeM, ORDER CAN ONLY BE PLACED ON THE VENDOR SUBMITTING BID. IN CASE ORDER IS TO BE PLACED ON AUTHORIZED DEALER, BID MUST BE SUBMITTED BY THE DEALER, AND AUTHORIZATION LETTER FROM THE PRINCIPAL, SHOULD BE ATTACHED WITH THE BID. Whenever the bidder is an authorised dealer, both the authorised dealer and manufacturer will be jointly responsible for the performance of contract
4. DEVIATION, IF ANY, FROM THE SPECIFICATIONS AND REQUIREMENTS AS PER THE TENDER ENQUIRY, MUST BE SPECIFIED AND UPLOADED SEPARATELY. BIDS WITH DEVIATIONS MAY BE REJECTED. IN CASE DEVIATION IS NOT MENTIONED, THE BID SHALL BE CONSIDERED TO BE IN CONFORMANCE WITH THE SPECIFICATIONS AND REQUIREMENTS AS PER THE TENDER ENQUIRY.
5. PREFERENCES AS PER MSE GUIDELINES AND MAKE IN INDIA POLICY OF GOVT. OF INDIA AND PUBLIC PROCUREMENT POLICY AND ANY RELEVANT AMENDMENTS/ CLARIFICATIONS ISSUED BY THE COMPETENT AUTHORITY REGARDING THESE POLICIES SHALL BE APPLICABLE. ONLY BIDDERS WHO HAVE CLAIMED ELIGIBILITY AND HAVE UPLOADED RELEVANT DOCUMENTS (UDYAM AADHAAR / UDYOG AADHAAR FOR MSE/ SELF DECLARATION OF DOMESTIC VALUE ADDITION ABOVE 50% FROM MANUFACTURER IN MANUFACTURER'S LETTER HEAD, AS PER THE ATTACHED FORMAT, FOR PREFERENCE TO CLASS-1 VENDOR AS PER MII POLICY).
6. IN CASE ANY OF THE BIDDER HAVE UNRESOLVED/PENDING QUALITY COMPLAINTS AGAINST THEM (Q2) ON THE DATE OF TENDER OPENING, IN SAIL ISP, ISP RESERVES THE RIGHT TO REJECT THEIR OFFER.
7. TENDERERS WHO SUBMIT THEIR OFFERS SHALL BE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS & CONDITIONS OF THE TENDER DOCUMENT AND GENERAL COMMERCIAL TERMS & CONDITIONS FOR PURCHASE CONTRACT, GOVERNING PURCHASE CONTRACTS. HOWEVER, IN CASE OF CONTRADICTION OF ANY TERM OF WITH GEM GTC, THE GEM GTC GUIDELINES SHALL PREVAIL.
8. **IN CASE OF TENDER ITEM CANNOT BE SPLIT OR DIVIDED, ETC. THE MSE QUOTING A PRICE WITHIN THE BAND L1+15% MAY BE AWARDED FOR FULL/ COMPLETE SUPPLY OF TOTAL TENDERED VALUE TO MSE**
9. SAIL RESERVES THE RIGHT TO VERIFY ANY SUPPORTING DOCUMENT(S) SUBMITTED BY A PARTICIPATING TENDERER/ BIDDER FROM ITS SOURCE (DOCUMENT ISSUING AUTHORITY).
- 10. IN THE INTEREST OF EXPEDITIOUS COMPLETION OF VERIFICATION, A PARTICIPATING TENDERER/ BIDDER SHALL PROVIDE A LIST OF EACH SUPPORTING DOCUMENT ON ITS LETTER-HEAD AS PER "ANNEXURE-S", ALONG WITH THE CONTACT DETAILS (POST ADDRESS, EMAIL ADDRESS, LANDLINE/ MOBILE NUMBER) OF THE ISSUING AUTHORITY OF EACH SUPPORTING DOCUMENT FOR VERIFICATION.**
11. NON- VERIFICATION OF ANY SUPPORTING DOCUMENT OR INFORMATION, AT THE SOLE DISCRETION OF SAIL, DOES NOT ABSOLVE THE TENDERER/ BIDDER OF ITS ABSOLUTE RESPONSIBILITY TO PROVIDE ONLY GENUINE DOCUMENT(S) IN SUPPORT OF ELIGIBILITY CONDITIONS.

12. IN CASE A SUPPORTING DOCUMENT OR INFORMATION IS FOUND TO BE FAKE/FORGED/ TAMPERED/ NON-GENUINE AT ANY STAGE DURING TENDERING PROCESS & EVEN AFTER PLACEMENT OF PURCHASE ORDER/ WORK ORDER, THE TENDERER/ BIDDER IS LIABLE FOR PUNITIVE ACTIONS AS PER EXTANT GUIDELINES OF SAIL.
13. BUYER (SAIL ISP) WILL ISSUE SAP PO AGAINST THE GEM PO PLACED ON THE SUCCESSFUL SELLER(S) AGAINST THE BID. IN CASE THE SUCCESSFUL SELLER(S) IS/ARE NOT REGISTERED AS VENDOR WITH THE BUYER, THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED FOR VENDOR CODE CREATION.
- a. PAN CARD
  - b. GST REGISTRATION CERTIFICATE
  - c. BANK DETAILS (AS PER ATTACHED FORMAT AT ANNEXURE II , DULY SIGNED AND SEALED FROM BANK)
  - d. CANCELLED CHEQUE
  - e. CONTACT DETAILS OF THE PARTY (NAME, ADDRESS, PHONE NO., E-MAIL ID ETC)
  - f. GEM SELLER ID.
14. BUYER WILL ISSUE GRN (GOODS RECEIPT AND ACCEPTANCE NOTE) AGAINST CRAC GENERATED ON GEM. SELLER HAS TO SUBMIT DOCUMENTS (DIGITALLY SIGNED INVOICE ETC) ON ONLINE BILL SUBMISSION SYSTEM OF THE SRM PORTAL OF THE BUYER, AGAINST THE CORRESPONDING GRN FOR RELEASE OF PAYMENT.

#### **Conditions for issuing tender on GeM**

##### **1. Authority of person signing documents:**

A person signing the Tender Form or any document forming part of the contract on behalf of the supplier shall be deemed to warrant that he has authority to sign such documents.

##### **2. Rejection of bid / tender:**

In case of any specific adverse report received against a tenderer/bidder/ seller by SAIL, in respect of capabilities and / or performance of the tenderer/ bidder/ seller, the bid of such tenderer is liable to be rejected.

##### **3. Responsibility for Performance of Contract:**

a) The Seller shall be entirely responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.

b) Wherever, the seller is an authorized reseller of the manufacturer, both the authorized reseller and the manufacturer will be jointly & severally responsible for the performance of the contract in all respects in accordance with the terms and conditions as specified in the Contract.

c) The Seller shall not sublet, transfer or assign the contract without the prior written permission of the Buyer. In case permission is given by the Buyer, Seller shall be liable for any loss or damage which the Buyer may sustain in consequence or arising out of such subletting of the contract.

d) The Seller may assign the receivables, revenues or proceeds under the Contract/Agreement in connection with any financing or other financial arrangement (without relieving itself from liabilities under the Contract / Agreement).

e) In case the scope of work includes supply of material along with application, then the seller must comply with all relevant safety norms of SAIL Plants/ units and applicable statutory provisions.

#### 4. **Samples and testing:**

a) **Samples:** Samples, wherever required for examination & testing, shall be supplied by the seller free of cost.

b) **Testing:** Wherever the materials involve testing for acceptance, sellers shall clearly indicate the availability of testing facilities in their premises and confirm testing free of charge. In case material is tested at Buyer's premises, no charges need to be paid by the Seller.

c) If item is required to be tested at outside laboratory (not in the Buyer's premises), testing charge will be borne by Buyer. However, only in case of testing of Umpire Sample in an outside lab, if the Umpire sample fails, the Seller shall bear the expenses of the Umpire sample testing.

#### 5. **Removal of Rejection:**

If the rejected goods have already been paid for (partly or fully), the Seller shall before removal of rejected goods, either deliver correct replacement goods at Buyer's premises completely free of cost (including cost of goods, freight, taxes, duties etc.) or refund the payment received as well as make full compensation for freight taxes, duties etc. Such rejected Stores shall lie at Seller's risk from the time of such rejections and if not removed within the above time limit, the Buyer shall have the right to dispose off the said rejected materials as he

may deem fit without any financial obligation to the Seller. In case the payment of rejected material has already been made by the Buyer (partly or fully) and such rejected materials are disposed off by the Buyer due to non-removal of the same by the Seller, then the Seller shall be liable to make good the loss incurred to the Buyer. To make good of such loss, the Seller also agrees that the said loss may be recovered from any outstanding amount lying with the Buyer from any contract with the Seller.

#### 6. **Sellers responsibility:**

The Seller should undertake to be responsible for the delivery of the goods in satisfactory condition and without any loss or damage at the final destination and until the same is actually receipted by the Buyer at its works or other place of final destination. For this purpose goods carried by the railway or other carrier shall be deemed to be carried at the risk of the Seller. If on inspection at final destination the buyer discovers any discrepancy, the Buyer will be entitled (notwithstanding that the property of goods shall have passed on to the Company) to refuse acceptance of the goods altogether and take action as per GeM Policies.

#### 7. **Packing:**

a) **Responsibility for proper packing** – The Seller shall be responsible for the stores being sufficiently and properly packed, for transport by rail/road/sea/air/ or any combination of above, so as to ensure their being free from loss or damage on arrival at the destination. Packing material shall not be returned to the Seller, unless stated otherwise. The extant government guidelines with regard to packing material, wherever applicable, shall be adhered to by the seller

b) **Marking of Packages, Packing, etc.** - Each package delivered under the Contract shall bear the following:-

- Name of the Seller & address

- Contract Number & date
- Consignee's name and address
- Brief Description and quantity of contents
- Wherever applicable the following should be indicated:
  - Gross weight, net weight
  - Distinctive number or mark / identification which is also to be shown, for the purpose of identification, on the Seller's packing list.

#### **8. Test and Fitment Certificate:**

The Seller must furnish test certificate for the material shipped showing the details of test results. Fitment certificate is required in case of proprietary spares / components.

#### **9. Delivery:**

The Buyer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place during the stipulated delivery period in the contract.

Notwithstanding any stipulation in the Contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

#### **10. Failure of Delivery:**

In case the delivery is delayed beyond the prescribed delivery period, the material can only be supplied with prior consent of the Buyer. Should the Seller fail to deliver the stores or any consignment thereof, within the period prescribed for such delivery, the Buyer reserves the right to take action as per GeM policies.

In addition, subject to the terms and conditions of the Agreement, if the seller neglects or fails to perform the Agreement by the time or times agreed upon, for any reason other than Force Majeure, the Buyer after having come to know of such negligence or non- performance, after giving notice of 14 to 30 days or any such extended period that the seller and buyer may mutually agree, to the seller to rectify, shall take such action as it considers fit including but not limited to taking risk purchase action for supply of the material, mitigating any losses, at the risk and cost of the seller as far as the undelivered quantity in that Delivery Period is concerned. The Right of the buyer for Risk Purchase Action is in addition to the Right of buyer to terminate the Contract due to the fault of the Seller.

The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting seller. Moreover, the defaulting seller shall have no claim over the quantity, which they failed to supply

#### **11. Weighment:**

For bulk material to be accepted by weight, all the trucks / wagons / trailers / tankers etc. shall be weighed at the destination at the Buyer's weighbridge(s).

Seller's challan weight for each truck / wagon / trailer / tanker etc. shall be accepted as final, if the weighment at Buyer's premises for that truck / wagon / trailer / tanker etc. is within the tolerance range indicated in the Contract. If the weighment at Buyer's weighbridge(s) is found to be more than the challan weight, the payment shall be restricted to the challan weight.

In case the weighment at Buyer's weighbridge(s) is found to be less than challan weight even after allowing the tolerance range indicated in the Contract, the weighment at Buyer's premises shall be final for the purpose of payment.

#### **12. Settlement for discrepant material:**

After receipt of material at Buyer's premises, if it is found that the material does not conform to order specification but material is found useable, intimation in this regard shall be given to Seller within 45 days of receipt of such material. Seller shall depute his representative within 20 days of receipt of such intimation for inspection/assessment if so desired. Buyer shall decide the amount to be recovered from the Seller and Seller shall remit the same to the Buyer on receipt of such intimation. All costs associated with above shall be borne by Seller. Intimation by way of an e-mail in the Authorized e-mail address of the Seller without the "failure notification" shall be considered to be a valid service receipt of the intimation in case no acknowledgment of the receipt of e-mail is provided by the Seller.

#### **13. Force Majeure:**

The Notice of declaration of Force Majeure must be supported by the Certificate of relevant Railway / Port Authority/Chamber of Commerce/Government or Quasi Government body. If the said certificate is not available, the Affected Party must provide a certificate signed by the Affected Party's Company Secretary and one of the Directors on the Board of the Affected Company. In addition, the Affected Party shall also intimate the cessation of such Force Majeure. The said intimation of cessation of Force Majeure shall be accompanied by a certificate, from the authorities as stated hereinabove.

14. Settlement of Disputes other than taxation between SAIL and another Central Public Sector Enterprise (CPSE) or SAIL and Govt Department(s)/Organization(s) including State Government shall be as per the prevailing guidelines of Government of India. In event of any dispute or difference in interpretation and application of the provisions of commercial contract(s) between CPSE/ Port trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-fts-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

#### **15. Declaration by the Bidder/ Tenderer/ Seller:**

By participation in this tender the Bidder / Tenderer/ Seller is deemed to have solemnly affirmed / certified / declared / warranted / undertaken / understood the following:

##### **A. Non-collusion:**

I. That their bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

II. That their bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

i) prices;

ii) methods, factors or formulas used to calculate prices;

- iii) an intention or decision to submit a bid;
- iv) an intention or decision to withdraw a bid;
- v) the submission of bid that does not conform with the requirements of the tender;
- vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
- vii) the terms of the bid,

III. That they will not, prior to the award of the Contract, enter into or engage in any of the foregoing. Note: This para is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

a. the Plants/ Units, Steel Authority of India Limited

b. a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to Steel Authority of India Limited;

c. consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

d. professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

e. insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

f. Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

B. That they have duly disclosed all intended sub-contracting arrangements relating to the Tender and will continue to disclose such arrangements to the Plants/ Units after the Contract is awarded.

C. Authenticity of documents:

i. That they have carefully read the contents of the tender

ii. They have not made any misleading or false representation anywhere in the tender submitted including annexures thereto

iii. That they understand that their offer will be evaluated based on the documents / credentials submitted along with the offer and the same shall be binding upon them

iv. That the information and documents submitted by them along with the tender documents are complete and correct and they are fully responsible for authenticity and correctness of information and documents submitted

v. That at any time during the process for evaluations of tenders, if any information / document submitted by them is found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, that their offer shall be summarily rejected.

vi. That at any time after award of the contract, if the certificates submitted by them are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL

D. Anti-Bribery: That they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

16. In case of non-compliance of para 15 above, SAIL may at its discretion, invalidate their bid, exclude them from future tenders, pursue damages or other forms of redress from them (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that they are awarded the Contract) terminate the Contract.

The bidder/ tenderer/ Seller shall be required 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 with the Buyer and if so, give the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 2013 with any of the Directors of Steel Authority of India Limited.

**17. Language:**

Offer submitted by the Bidder/ Tenderer/ Seller and all correspondence and documents relating to the offer exchanged between the Bidder/ Tenderer/ Seller and the Buyer shall be written in the English Language. Any printed literature furnished

by the Seller may be written in another language so long as it is accompanied by a duly signed English translation in which case, for the purposes of interpretation of the offer, the English translation shall govern.

**18. Termination:**

a) The Company (Buyer / Executing Authority) shall have the option to cancel / terminate the PO / Contract at any time due to non-performance / any other activity detrimental to the interests of SAIL and its brand image or in the event of the Seller's failure to discharge the duties stipulated in the Purchase Order / Contract to the satisfaction of Company (as certified by Buyer/ Executing Authority); by giving 30 days' notice (cure period) in writing and without payment of any compensation. The Seller shall have to settle the account within the notice period and no material of SAIL shall lie with the Seller at the conclusion/ Termination of the Contract.

b) Buyer will be entitled to terminate the Agreement by giving prior notice of at least 2 months to the other party if the other party goes into voluntary liquidation or is ordered to be wound up or is declared bankrupt, insolvent etc., by a court of law and is unable to pay its debts as they become due, and in the event of such termination, all sums due under the Agreement to either party on the date of the notice shall be immediately payable upon demand.

c) Termination of the Agreement shall not affect obligations of either Party that may have accrued prior to the effective date of termination.

d) Termination of the Agreement shall be in addition to, and shall not be exclusive of or prejudicial to, any other grounds for termination or rights or remedies at law or in equity which either Party may have on account of any default of the other Party.

e) If the Agreement does not meet the objective set out herein and the parties mutually agree, the Agreement can be terminated.

f) Upon receipt of the notice of termination, the Seller shall either immediately or upon the date specified in the notice of termination, cease all further work except for such as the Buyer may specify in the notice of termination. In the event of termination of the Contract, the Buyer shall only pay to the Seller, the Price for the parts executed by the Seller as on the date of termination.

#### **19. Banning of Business Dealings:**

On arising of any situation or occurrence of any event as mentioned in the SAIL Guidelines on Banning of Business Dealings the Tenderer/Bidder/ Seller under the tendering process or Contract with SAIL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" as applicable on the date of bid opening shall form part of the Bid/Contract. These guidelines are attached as annexure 1.

#### **20. Waiver:**

Failure to operate or to enforce any condition under this GCC / Contract shall not operate as a waiver of the condition itself or any subsequent breach thereof.

#### **21. Immunity to Government of India:**

It is expressly understood and agreed to by and between the Buyer and Seller that the Buyer is entering into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Buyer (SAIL) is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The Seller expressly agrees, acknowledges and understands that Buyer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out

of the Contract. Accordingly, the Seller hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under the Contract.

#### **22. Confidentiality:**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Buyer to the Seller, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, except what is in public domain are confidential and shall remain the property of the Buyer and shall not, without the prior written consent of Buyer neither be divulged by the Seller to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Buyer, all copies of all such information in original shall be returned on completion of the Seller's performance and obligations under this contract.

#### **23. Code of Integrity:**

A) By participation in this tender, Sellers, Bidders, Suppliers, Contractors, and Consultants are deemed to have declared that they shall observe the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) "Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

2) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender

process or to secure a contract or in the execution of the contract;

3) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Buyer, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

4) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

5) "Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Buyer who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Buyer with an intent to gain unfair advantage in the Tender Process or for personal gain;

6) "Obstructive practice" - materially impede Buyer's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Buyer's rights of audit or access to information;

#### B) Obligation of Proactive Disclosure

1) Sellers, Bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

2) Seller/ Bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity with any Procuring entity during the last three years or of being debarred by the any other Organization Failure to do so shall amount to a violation of this code of integrity.

3) Such declarations would not mean automatic dis-qualification for the bidder/ Seller making such declarations. The declared conflict of interest shall be evaluated for taking mitigation steps, where possible. Similarly voluntary reporting of previous transgressions of code of integrity elsewhere shall be evaluated barring cases of various grades of debarment; an alert may be kept on the bidder's/ Seller's actions in the tender and subsequent contract.

#### C) Punitive Provisions:

Without prejudice to and in addition to the rights of the Company to other penal provisions as per the bid documents or contract, if the Company comes to a conclusion that a Bidder/Seller, directly or through an agent, has violated this code of integrity in competing for the Contract or in executing a contract, the Company may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement:

a) Forfeiture or encashment of bid security

b) Calling off of any pre-contract negotiations, and;

c) Rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Company;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the Company along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
- a) Removal from the list of registered suppliers and banning/debarment of the bidder/ seller from participation in future procurements of the Company
  - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**24. Business responsibility and sustainability:**

At SAIL, we deeply value the vital role that companies can play in safeguarding and promoting human rights in the long term. We recognize our responsibility to uphold the spirit of human rights, as outlined in existing international standards, such as the Universal Declaration and the Fundamental Human Rights Conventions of the International Labour Organization. SAIL expects its sellers/ suppliers to develop and implement policies and procedures to ensure all human rights in their business and to encourage their suppliers to do likewise. Our Human Rights Charter is available at <https://sail.co.in/sites/default/files/2023-09/Human-Rights-Charter.pdf>

**Annexure-S**

Sl.	Type of document (for e.g. work order/job completion certificate/ Invoice/RA bill/Final Bill etc.)	Issuing authority Company Details (with full postal address)	Contact official Name, Designation & email address of Issuing Authority	Contact Official Land Line & Mobile Number of issuing Authority
1				
2				
3				
4				

**\*\*Note: The duly filled up Annexure is to be submitted in letter head of the bidder. \*\***

**Format for Declaration to be given by a Make In India**

**Supplier To be submitted on the Letter head of the Bidder**

**Self-Certification (for Procurement values equal to/less than Rs 10 crs)**

Certificate for M/s. Steel Authority of India Ltd., .....

With reference to SAIL-.....RFQ No. ....dt..... and our offer no. ....

In line with the revised Public Procurement (Preference to Make In India), Order2017 dated 16-09-2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we, M/s \_\_\_\_\_(Bidder name) are local suppliers and item wise local content as defined in above orders for the material to be supplied by us against abovementioned Tender No \_\_\_\_\_is furnished as below:

Item No.	Item	Description	Local
----------	------	-------------	-------

Content (%)

1.

2.

Details of location at which local value addition will be made is as follows: -----  
-----  
-----

We also understand, false declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Note: entries to be made separately for all items as per tender

Seal and Signature of Authorized Signatory



**FORMAT FOR UNDERTAKING TO BE UPLOADED / SUBMITTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON ITS LETTERHEAD ALONG WITH THE TENDER DOCUMENTS**

I ..... (Name and Designation) duly authorized to sign the bid for and on behalf of M/s ..... (herein after called the bidder) for the purpose of Tender No..... of ( Plant/Unit \_\_\_\_\_ SAIL, Place\_\_\_\_\_ ), do hereby solemnly affirm and state, on the behalf of the bidder including its constituents, as under:

I/We have read the contents of the above mentioned tender carefully and understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us. I/We undertake and warrant that in relation to the aforesaid tender, our bid was developed genuinely, independently and made with the intention to accept the Contract, if awarded.

**1. BID SECURING DECLARATION:**

I/ We agree that if I/We withdraw or modify our Bid during the period of validity, or if I / We are awarded the contract and I/ We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be liable to be suspended for a period of six months from being eligible to submit bids against all future tenders of Plant/Unit \_\_\_\_\_ SAIL, Place\_\_\_\_\_.

**2. UNDERTAKING FOR NON-COLLUSIVE TENDERING:**

I/We undertake and warrant that our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other bidder or competitor) regarding i) prices; ii) methods, factors or formulas used to calculate prices; iii) an intention or decision to submit a bid; iv) an intention or decision to withdraw a bid; v) the submission of bid that does not conform with the requirements of the tender; vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and vii) the terms of the bid, and we also undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

**3. SUB-CONTRACTING, WHEREVER APPLICABLE:**

**Disclosure in case of Job/ Project Contracts:** I/We warrant that we have duly disclosed and will continue to disclose all intended sub-contracting arrangements relating to the Tender that we are required to disclose, including those which are entered into after the Contract is awarded.

**4. AUTHENTICITY OF DOCUMENTS SUBMITTED FOR BID EVALUATION:**

I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the submitted information and documents. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.

---



I/We understand that at any time during process of evaluation of tender or at any time after award of contract, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD/SD and

Performance Guarantee, if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit. Further, I/we and all my/ our constituents understand that my/ our offer shall be summarily rejected.

5. **REPRESENTATION OF SINGLE / MULTIPLE FIRMS BY THE AUTHORIZED PERSON:**

I/We hereby declare that I/we are not representing any other firm participating against this tender.

OR

I/We hereby declare that I/we also represent the following firm(s) participating against this tender:-

Sl No.	Name of the firm
1.	
2.	

*(Strike-off the portion which is not applicable)*

6. **RELATIONSHIP WITH ANY EMPLOYEE WORKING IN PLANT / UNIT CONCERNED OR DIRECTORS OF SAIL INCLUDING ITS SUBSIDIARIES:**

a) I/We hereby declare that the Proprietor or any Partner of the Company or Director of our company has no relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with any employee working in Plant/Unit \_\_\_\_\_SAIL, Place\_\_\_\_\_ /any of the Directors of SAIL including its subsidiaries

OR

I/We hereby declare that the following Proprietor/Partner/Director of our company (has relationship (within the meaning of Section-2 (77) of the Companies Act 2013) with following employee working in Plant/Unit \_\_\_\_\_SAIL, Place\_\_\_\_\_ / Directors of SAIL including its subsidiaries:-

Name of Proprietor/ Partner/ Director of our company	Name of SAIL employee/ Director of SAIL	Type of relationship
1.		
2.		

*(Strike-off the portion which is not applicable)*

b) I/We further declare that if the contract is awarded to me/us, I/we shall inform if any of my/our relative(s) as defined above, join/joins the Plant/Unit concerned or joins as Director of SAIL including its subsidiaries at any time subsequent to the award and during continuance of the contract.

7. **ANTI BRIBERY MANAGEMENT SYSTEM (ABMS) DECLARATION:**

I/We undertake that we shall not give or take any financial or non- financial bribe, to or from any one during the tender or during the execution of the contract thereafter and if I/We notice any such incident happening, I/We shall report to SAIL Vigilance.

8. **MINIMUM LOCAL CONTENT AS APPLICABLE & LAND BORDER SHARING REQUIREMENTS, IF APPLICABLE**

I/ We declare that I/We comply with the provisions of the revised Public Procurement (Preference to Make In India), Order 2017 dated 16.09.2020, as amended from time to time and also comply with the provisions of DoE Order dated 23.07.2020 with respect to the compliance related to land border sharing requirements and subsequent amendments thereto as applicable, on the date of submission of tender and at the time of Placement of Contract.

9. **CONFLICT OF INTEREST (IF APPLICABLE):**

I/We undertake that we shall not make any improper use of information obtained from the Purchaser with intent to gain unfair advantage in the Tender Process or for personal gain including that of our affiliates and that I/we shall suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as soon as these arise at any stage) in any Tender Process or execution of the contract. I/We understand that failure to do so shall amount to a violation of the code of integrity.

10. I/We declare that I /We have disclosed any previous transgressions of code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity in our bid documents. Failure to do so would amount to violation of the code of integrity.

11. I/We undertake that we have read, understood and accepted the General Terms and Conditions of Contract of Purchase (SAIL-P1) or General Terms and Conditions of Contract for Procurement of Services (SAIL S-1), as applicable and shall be binding on us in addition to other terms and conditions mentioned in the tender document.

**Seal and Signature of Authorized Signatory**

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To,  
The A.G.M(Finance)  
Cash Section.  
SAIL-IISCO Steel Plant.  
Burnpur.

Date: -

Dear Sir,

**Sub: -Payment through e-payment system.**

We are giving our consent for making all the payments through e-payment system directly to our Bank a/c (Other than State Bank of India). We also undertake to pay through your pay order vouchers, the Bank Charges that will be charged by State Bank of India from time for the transaction through RTGS/NEFT. The details of information required for transfer of Funds are given hereunder.

	NAME OF PARTY (BLOCK LETTER)													
1	ADDRESS	<hr/> <hr/> <hr/> TEL NO.												
2	E-MAIL (if any)													
3	Party /Employee Code													
4	Name of the Bank													
5	Name of Branch													
6	Branch Code													
7	Account No.													
8	IFSC Code of the Branch (Printed on Cheque Leave)													
9	MICR NO													
10	PAN NO	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												

Thanking you,

Signature-----

(With Rubber Stamp)

For.....

Bank Signature & Seal

Copy to :- (1) A.G.M.(F)-MB/D.G.M.(F)-Project  
(2) Concerned MM Deptt/Project Deptt/Contract Deptt./ T.E.Deptt.

Enclose

1. One Cancelled Cheque
2. Photo copy of PAN Card.

## **GUIDELINES ON BANNING OF BUSINESS DEALINGS**

(Effective from 01.01.2022)

Revision 1 : Effective from 25.07.2022

Revision 2 : Effective from 04.05.2024

**Revision 3 : Effective from 19.07.2025**



**STEEL AUTHORITY OF INDIA LIMITED  
CORPORATE MATERIALS MANAGEMENT GROUP, DELHI - 110092**

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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 the 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 is committed to deal with *Agencies*, who have integrity, commitment 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 while participating in tenders/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 for 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.
- 1.3. The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

## **2. Scope**

- 2.1. These guidelines are applicable to the sale and procurement of goods & services including contracts/projects across all the Plants/ Units and subsidiaries of SAIL.
- 2.2. The General Conditions of Contract (GCC) of SAIL provide that SAIL reserves the rights to keep on hold participation in tenders 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.
- 2.3. Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4. However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Company (SAIL) to take action/decision under these guidelines in appropriate cases.
- 2.5. The procedure for (i) Plant/Unit wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency, either entirely or partially, due to its poor/inadequate performance or for any other reason even though the Agency has not been banned/kept on hold/suspended.
- 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/Service Provider/Supplier/Vendor/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, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons, HUF engaged in any commerce, trade, industry, etc. *Party/Contractor/Service Provider/Supplier/Vendor/Purchaser/Customer/Bidder/Tenderer'* in the context of these guidelines is termed as *'Agency.'*
- ii) *'Inter-connected Agency'* shall mean two or more firms having any of the following features:
- a) If one is a subsidiary of the other;
  - b) If the Functional 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;
  - e) If the agencies have same authorized signatory(ies)
  - f) If they have the same address/same Permanent Account Number/same Bank Account Number/common email ID
  - g) All successor firms will also be considered as "Inter-Connected Agencies"
- Note: This list is only illustrative in nature.
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

Area of Banning/ Suspension	Competent Authority	1 <sup>st</sup> Appellate Authority	2 <sup>nd</sup> Appellate Authority
a) Company-wide banning (Except for foreign suppliers of imported coal & coke)	Director concerned/ Director I/c of Plant /Unit	Chairman SAIL	-
b) Company-wide banning (Except for foreign suppliers of imported coal & coke) and reference to Ministry of Steel (MoS) for banning across MoS / all ministries & Departments of GoI	Director concerned/ Director I/c of Plant /Unit. Reference to MoS with approval of Chairman, SAIL	Chairman SAIL	

<b>Area of Banning/ Suspension</b>	<b>Competent Authority</b>	<b>1<sup>st</sup> Appellate Authority</b>	<b>2<sup>nd</sup> Appellate Authority</b>
Banning/ Suspension of business dealings with Foreign supplier of imported coal & coke	SAIL Directors' Committee (SDC) for import of coal & coke	Chairman, SAIL	SAIL Board**
Plant/Unit wide Suspension of business dealings with Agency	Officer nominated by Director concerned / Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will nominate the officer for this purpose.*	Director concerned / Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will be the Appellate Authority.	-
Plant/Unit wide Hold on participation of the Agency in Tenders #	Officer nominated by Director concerned/ Director I/c of Plant/Unit. For units headed by Executive Directors, the respective EDs will nominate the officer for this purpose.*	Director concerned / Director I/cof Plant/Unit. For units headed by Executive Directors, the respective EDs will be the Appellate Authority	-

\* For Plants/Units –The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Chief General Manager for “Competent Authority” for the purpose of suspension of business dealings with the Agency as well as for Plant/Unit wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items/award of contracts to meet the requirement of Corporate Office only, Head of CMMG shall be the Competent Authority and Director concerned shall be the Appellate Authority. The Management of Subsidiary shall define/appoint the “Competent Authority”, Appellate Authority & Standing Banning Committee in their respective cases.

# This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Plant/Unit.

\*\*This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.

- 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.

#### **4. Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting/Contracting/Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the agency has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part. Besides the Concerned Department, Vigilance Department of each Plant/Unit/Corporate Vigilance shall also be competent to advise such action to the concerned Competent Authority/Department.

#### **5. Suspension of Business Dealings**

- 5.1. If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with SAIL is under investigation by any department of any Plant/Unit, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of the Plant/Unit of SAIL to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative/concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. 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. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.
- The investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority is to be completed within four months from date of referral to the Standing Banning Committee. In case the time taken exceeds four months then the reasons for the same shall be duly recorded to appraise the Competent Authority.
- 5.3. The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Plant/Unit. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Plant/Unit.
- 5.4. As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.

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

5.5.1. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.

5.5.2. The complaint against any foreign supplier of imported coal and coke shall be investigated by Coal Import Group (CIG) or by any other Investigating Department. If the 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 Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including CIG) may be sent to Head of CIG to place it before a Committee consisting of the following:

- i. Head of Corporate Finance,
- ii. Head of CIG – Convenor of the Committee
- iii. Head of CMMG, Corporate Office
- iv. 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 Head of CIG.

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

## **6. Grounds 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, Proprietor, Partner and/or Officials of the 'Agency' is convicted by a Court of Law (a) under Prevention of Corruption Act or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a contract; in relation to its business dealings with SAIL, during the last three years preceding date of tender opening or during execution of contract

6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, Owner and/or Officials of the 'Agency' have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc., in relation to its business dealings with SAIL, during the last three years preceding date of tender opening or during execution of contract, provided such information is known to SAIL;

- 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 business dealings with the Agency have been banned by the Department of Expenditure, Ministry of Finance, GoI (DoE) or Ministry of Steel at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is available to SAIL;
- 6.6. If the Agency has resorted to:  
Corrupt practice such as making offers, rewards or gifts or any material benefit in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;  
or  
Fraudulent practice such as any act or omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes including misrepresentation of facts and/or fudging/forging/tampering of documents for participation in a tender process or to secure a contract or in execution of the contract; **Ω**
- 6.7. If the Agency uses intimidation/threatening/misbehaves with SAIL Official or brings undue outside pressure or influence on the Company (SAIL) or its official in acceptance/performances of the job under the contract;
- 6.8. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations/delayed the tendering process ;
- 6.9. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (SAIL) or not;
- 6.10. Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide/unlawful acts or improper conduct on its part in matters relating to the Company (SAIL) or even otherwise;
- 6.11. Established litigant nature of the Agency to derive undue benefit;
- 6.12. Continued poor performance of the Agency in several contracts;
- 6.13. 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.
- 6.14. If the Agency resorts to unauthorized sale of materials purchased from the Company.
- 6.15. If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with SAIL.
- 6.16. If the Agency has resorted to / indulged in any of the following prohibited practices:  
6.16.1. **Anti-competitive practices** such as collusion, bid rigging, anti-competitive arrangement or any other practice coming under the purview of the Competition Act. 2002 that may impair the transparency, fairness and the progress of the procurement process or to establish bid at artificial non-competitive prices

6.16.2. **Conflict of Interest** -

- Participation by a bidding firm / its affiliates involved in the consultancy contract to which this procurement is linked;
- If part of more than one bid in the procurement;
- Non-disclosure of pre-existing relationships / financial / business transactions of bidding firm / their personnel with any official of SAIL directly or indirectly related to tender or execution process of contract or whenever they arise;
- Improper use of information obtained by the (prospective) bidder from SAIL with an intent to gain unfair advantage in the procurement process or for personal gain;

6.16.3 **Coercive Practice** – harming or threatening to harm, persons or their property to influence their participation or otherwise in the procurement process or affect the execution of a contract provided the affected individual / agency provides certain evidence that convinces the Competent Authority that action is warranted.

6.16.4 **Obstructive Practice** - impede SAIL's investigations into allegations of breach of prohibited practices (such as, corrupt / fraudulent / ant-competitive / coercive / conflict of interest), either by

- Deliberately destroying, falsifying, altering; or by concealing of evidence; or
- By making false statements and/or
- By threatening, harassing or intimidating either directly or indirectly any party to prevent it from disclosing or not disclosing its knowledge of matters or from pursuing the investigation provided the affected individual / agency provides certain evidence that convinces the Competent Authority that action is warranted or
- By impeding or attempting to impede SAIL's rights of audit or access to information;

6.17. If the Agency fails to suo-moto pro-actively declare any conflict of interest (pre-existing or as soon as these arise at any stage, during the procurement process or execution of the contract), any previous transgressions of prohibited practices with any entity in any country during the last 3 years or of being debarred by any other procuring entity.

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

Ω No experience certificate shall be issued by Engineer in Charge/Executing Authority against that specific contract to the Agency found to have submitted forged/ fabricated documents/indulged in corrupt/fraudulent practices.

## 7. **Banning of Business Dealings**

7.1. A decision to ban business dealings with any Agency by any one of the Plants/Units of SAIL will apply throughout the Company including Subsidiaries, i.e., company-wide banning.

7.2. There will be a Standing Banning Committee (SBC) in each Plant/Unit to be appointed by Competent Authority 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 CGM/GM each from Operations, Finance, Law & CMMG. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and/or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.

- 7.3. The functions of the Standing Banning Committee shall, inter-alia include:
- 7.3.1. To examine in detail the allegations/irregularities/misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
  - 7.3.2. If it is decided to proceed for banning action, to recommend for issue of show- cause notice (as per para 9) to the Agency by the Convener of the Standing Banning Committee, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
  - 7.3.3. To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
  - 7.3.4. To submit final recommendation to the Concerned Department for referring the matter to Ministry of Steel for banning across Ministry of Steel / across all Ministries & Departments or banning of business dealings with the Agency across SAIL or Plant/Unit wide Hold on participation of the Agency in tenders or exoneration.

- 7.4. If action against the Agency is recommended by the Standing Banning Committee of any plant/unit, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department/Unit, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that sufficient grounds for banning do not exist, then the case with detailed reasons shall be sent back to the respective Department/Unit for necessary action at their end.

The Competent Authority may consider and pass an appropriate Speaking Order:

- a) For exonerating the Agency if the charges/allegations are not established;
- b) For banning the business dealings with the Agency
- c) For referring the matter to Ministry of Steel for banning across Ministry of Steel / across all Ministries & Departments and in the interim period ban business dealings with the Agency in SAIL or
- d) For putting on Hold the participation of the Agency in tenders in the concerned plant/unit.

Note: In all situations mentioned above a communication is to be sent to the Agency in relation to final outcome arising out of process of banning by SBC, after due approval.

- 7.5. If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Plant/Unit/Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of SAIL, endeavor should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.

- 7.6. In case, based upon the severity of the matter, if Director In Charge / Director Concerned of the Plant / Unit decides that it is a fit case for banning across Ministry of Steel / all Ministries & Departments of GoI, order for Company-wide banning shall be issued by the Plant / Unit and the case shall be forwarded to CMMG setting out the facts of the case, justification for action proposed along with all the relevant papers and documents.

CMMG shall put up the matter to Chairman SAIL, after the expiry of period of appeal in relation to Plant/Unit banning order and due deliberation of any appeal made in that regard, for appropriate consideration. Chairman SAIL may decide to refer the matter to Ministry of Steel for banning across Ministry of Steel / across Ministries & Departments or revert the case to Plant / Unit.

- 7.7. In cases which have been referred to Ministry of Steel, if Ministry of Steel bans the Agency across the ministry or DoE bans the Agency across Ministries & Departments, such banning order shall supersede the banning order issued by the Plant / Unit. The ban on Agency banned by Ministry of Steel / DoE shall extend to it and its inter-connected Agency (s) as mentioned in the banning order. In case a Joint Venture (JV) / Consortium is banned by Ministry of Steel / DoE, the ban will extend to all partners in the JV / Consortium as mentioned in the banning order.
- 7.8. If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Plants/Units of SAIL as well as Head of CMMG. CMMG shall intimate Government e-Marketplace (GeM) the Agencies (including Inter-connected Agencies, if applicable) who have been banned from participation in SAIL tenders for giving effect to the ban in tenders floated by SAIL through GeM.
- 7.9. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities/ lapses committed/ termination of contract due to poor performance, etc.

However, in case of fraud/ forgery/corrupt/fraudulent practice or tampering of documents by the Agency as given in para 6.6 above, the period of banning to be imposed on the Agency would be two years.

For cases referred to Ministry of Steel for banning across Ministry of Steel / all Ministries & Departments of GoI, the period of banning in the order issued by Plant / Unit shall be two years.

- 7.10. As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency or any of its successors shall not be entertained during the period of banning. In addition, if the Agency or any of its successors has been banned under provisions of Para 6.6, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such

- minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Director concerned/ Director I/c where the exigency to continue the contract has been clearly brought out.
- 7.11. In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Plant/ Unit. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.12. Procedure for Banning of Business Dealings with Foreign Suppliers of imported coal and coke.
- 7.12.1. Banning of the Agencies shall apply throughout the Company including Subsidiaries.
- 7.12.2. The complaint against any Foreign Supplier of imported coal and coke, shall be investigated by Coal Import Group (CIG) or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of CIG to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of CIG.
- 7.12.3. The comments/recommendations of the Committee shall be placed by Head of CIG before SAIL Directors' Committee (SDC) constituted for import of Coal and Coke. If SDC decides that it is a fit case for initiating banning action, it will direct Head of CIG to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show- cause notice or reasonable time.
- 7.12.4. On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by Head of CIG to SDC for consideration & decision.
- 7.12.5. The decision of the SDC shall be communicated to the Agency by Head of CIG.

## **8. Plant/Unit wide Hold on participation of the Agency in Tenders**

- 8.1. If the SBC recommends for Plant/Unit wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents along with the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Plant/Unit wide Hold on participation of the Agency or any of its successors in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2. The effect of Plant/Unit wide Hold on participation of the Agency in tenders would be that the Agency or any of its successors would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.

8.3. The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Plant/Unit as the Hold is Plant/ Unit specific.

**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 shall be issued to the Agency by the Convener of the Standing Banning Committee. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense. It must be clearly mentioned in the Show-Cause Notice that SAIL hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.

9.2. If the Agency requests for inspection of any relevant document in possession of SAIL, necessary facility only for inspection of documents may be provided.

**10. Appeal against the Decision of the Competent Authority**

10.1. The Agency may file an appeal against the order of Company-wide banning of business dealings/suspension/Plant/Unit wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be made within 30 days of receipt of the order.

10.2. Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

10.3. Where a firm is referred for banning to the Ministry of Steel with approval of Chairman or is banned pursuant to a banning order issued by Ministry of Steel / DoE, in such cases there shall be no Appellate Authority in SAIL.

**11. Circulation of the names of Agencies with whom Business Dealings have been banned**

11.1. The concerned Plant/Unit shall upload/update the list of banned agencies along with the period of banning immediately on issue of the banning order on the Plant/Unit website as well as SAIL Tenders website for wider circulation to SAIL Plants / Units. Other Plants/Units would check the list of banned Agencies before proceeding on tenders at their respective Units. Plants having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.

11.2. In exceptional situations, such as in Proprietary cases or in cases where no other feasible option/source is available, and the necessity is felt by a Plant / Unit to permit participation of a banned vendor / contractor in a specific tender process, the concerned Plant / Unit may forward the proposal for considering the participation of such vendor in the tender along with reasons / justification for the same, duly endorsed by the concerned Director, to CMMG for putting it up for consideration by the Committee of Directors. In case the proposal is approved by the Committee of Directors, the relaxation shall be applicable to

that specific tender only.

Composition of Committee of Directors :

- 1) Director (T, P & RM)
- 2) Director (Finance)
- 3) Director (Personnel)

- 11.3. If business dealings with any Agency have been banned by the DoE or Ministry of Steel, SAIL shall on receipt of such information, without any further enquiry or investigation, ban business dealings with the Agency or its successors and its inter-connected Agencies, as specified in the DoE, Ministry of Finance / Ministry of Steel banning order. In such cases CMMG shall update the list of banned parties hosted on the SAIL tender website. The period of ban shall be same as mentioned in the DoE, Ministry of Finance / Ministry of Steel's banning order. No contract of any kind whatsoever shall be placed on the Agency or the Inter-Connected Agency after the issue of debarment order by the Ministry / DoE. On completion of the banning period as per SAIL banning order, the Agency will be eligible for participating in any tenders in SAIL.
- 11.4. Based on the above, Plants/Units may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.
- 12.** Action against an Agency under these guidelines will be without prejudice to any contractual or legal rights of SAIL.
- 13. Revocation of Orders:**
  - 13.1. An order passed for Banning / putting on Hold / Suspension of business dealings with an Agency shall be deemed to have automatically been revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
  - 13.2. An order for Banning / putting on Hold / Suspension of business dealings with an Agency may be revoked before the expiry of the order by Chairman, SAIL on recommendations of Director In Charge / Director concerned, if he / she is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
- 14. Saving**

Any amendment to the guidelines shall require the approval of Chairman, SAIL.

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