

<TO BE SUBMITTED ON FIRM'S LETTER HEAD>

**Legal Terms & Conditions:**

The following terms used herein to mean:

- A. **The Company:** M/s Steel Authority of India Ltd – Rourkela Steel Plant
- B. **Tenderer:** Supplier/Contractor to M/s Steel Authority of India Ltd, Rourkela Steel Plant.
- C. **SRM:** Supplier Relationship Management Module (Internet based, Web-enabled e-procurement system of SAP).
- D. **RFx:** Request For Quotation
- E. **DSC:** Digital Signature Certificate

I understand, undertake & declare that I agree to the following procedure & system for viewing the Company's Request for Quotation (RFx), Quoting against the RFx and viewing other post RFx details through SRM.

1. All RFx that are posted on the Web site of the SRM Portal by the company shall be considered as valid legal documents against which the Suppliers to whom the said Invitation to tenders have been addressed or are for open participation (against Open/Global Tenders), can submit their encrypted and digitally signed quotations in accordance with all the Terms & Conditions stipulated in the RFx.

2. All encrypted and digitally signed quotations submitted by the Tenderer / his authorized agent/representative by logging on to the above web site for SRM using the User Identification provided by the company and password by which the person logging into the SRM System is authenticated and filling up the structured on-line forms available against each such RFx, shall be considered as legal and binding documents having in all opinions and the same legal validity as a physically signed quotation by the Tenderer/His authorized agent/representative.

3. In the event of the Tenderer having submitted more than one quotation against an RFx, or its extension, if any, only the latest quotation submitted by them shall be considered as the valid quotation for consideration of opening of the quotation and issuance of Purchase order/contract by the company. All earlier quotations submitted in the SRM System shall be deemed to be superseded and invalid and will remain un-opened in the System and also not available for viewing the details by the Tenderer or the company once the valid encrypted and digitally signed quotations against the said RFx are opened after the scheduled date and time by the company's authorized representative.

4. Once the encrypted and digitally signed quotations against an RFx submitted in the SRM System are opened, the Tenderer/s shall be legally bound to honor the contract, which may arise out of the acceptance of the said quotation. In the event of non-acceptance of the contract so awarded based on such encrypted and digitally signed quotations (including any subsequent confirmations on price, technical and commercial grounds from the Tenderer) the company shall have access to all legal remedies available for enforcement of the contract, had the quotations been submitted by the Tenderer on paper attested with a signature of an authorized person.

5. Once the encrypted and digitally signed quotations are opened, the Tenderer shall have no claim to withdraw the quotations on the grounds that he had not understood any part/total of the web posted RFx and/or that he had not submitted the quotations and/or that his user-id and password had been wrongly used by someone else not authorized by him and/or that the authority of the personnel who had been entrusted with the user-id and password had since ceased and/or that the prices, technical parameters and terms and conditions which are available on-line in the SRM System are not the ones that the Tenderer had submitted originally. The maintenance and security of the user-id and password is strictly and solely the responsibility of the Tenderer. The Company shall not be in any way responsible for the loss/misuse of the same.

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**6. We understand;**

- i. That the company disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement. We are also aware that problems related to bandwidth, connectivity etc., are beyond the control of company and hence no responsibility can be taken by Company for the same.
- ii. That the above transmission, retention and retrieval of RFX, Submission of encrypted and digitally signed quotations by the Interested Tenderers etc will be handled through the Secure Servers of the Company.
- iii. That the Tenderer who will be participating in the above SRM System will be registering themselves with the Buyer for obtaining the required User Identification and passwords for authentication for the SRM System, which thereafter will be maintained by the Tenderer's authorized personnel.
- iv. That after the said registration in the SRM System with the company, the Tenderer will be able to Log on to the SRM System of the company and View, Download and see all the RFX, which are transmitted by the Company to them or which are for open participation, through the SRM System.
- v. That the Tenderer can thereafter, subject to their agreement to the terms and conditions stipulated for each of the RFX posted by the company, submit their encrypted and digitally signed quotations in the Structured Formats available for the purpose in the SRM System web site indicating the Prices, Taxes and Duties, Freight and all relevant Technical and Commercial contractual information as applicable and desired by them.
- vi. That once the Tenderer fills up the on-line forms for submission of encrypted and digitally signed quotations, the data contained in these forms will be stored in company Servers in a secured and encrypted form, neither available nor visible to any agency including the company till the quotations are opened after scheduled date & time (including extended date and time, if any) indicated against the RFX.
- vii. That, till the date and time of RFX is valid for submission of quotation, the tenderer can submit a quotation, edit and make changes in the quotation, which will supersede the already submitted quotation against the said RFX. In such case, the latest submitted quotation with latest changes will be considered as valid.
- viii. That the encrypted and digitally signed quotations so submitted on-line through the medium of Internet will be opened on/after the scheduled opening date and time (including the extended date and time, if any) by an authorized officer of the company. And after opening, the quotation's Bid part submitted by all Tenderers, against the relevant RFX, will be available for Viewing in the SRM System by all the Interested Tenderers who have responded with a valid quotation to the said RFX.

**7. Legal Jurisdiction:** Any Contract with the Company, arising out of the SRM System shall be deemed to have been formed entirely at RSP, notwithstanding the place from which tender has been submitted. Subject to clause 6(ii) above, legal proceeding shall be triable by the Civil Courts having territorial jurisdiction over RSP.

**8.** Any information submitted through SRM system with regard to order acknowledgement, dispatch of stores, spares or other materials against the Purchase Order issued by the Company shall be considered in good faith & shall be relied upon as if submitted in physical form giving the name of Transporter, Motor Receipt/Lorry Receipt No., dated of dispatch & details of consignments sent therein.

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9. Any Inspection Request or Inspection Call Letter submitted by the party to invite RSP for carrying out inspection at its site shall mean that the material has been made ready for the inspection to be carried out as per terms & conditions of Purchase Order & Tenderer/Party shall be fully responsible for any violation of claim of inspection to be carried out at his premises in accordance with terms of Purchase Order or materials specification ordered therein.

We, a registered vendor /supplier/ contractor to SAIL-Rourkela Steel Plant do hereby declare that, we have read and understood the above **terms and conditions** for bidding through SRM of Rourkela Steel Plant and undertake to abide by and honour the same.

We also declare that the cell phone number furnished by us to RSP is for business purpose and we understand that RSP-SRM servers will be sending various tender related reminders and statuses to the cell phone number and RSP will not be responsible for any 'Do not Disturb' or any other privacy violations for such messages.

We understand that post activation and receipt of User ID and Password for RSP - SRM, we are eligible for a telephonic training on the SRM and can access the Seller Manual (pdf version) which is present on RSP SRM Portal.

We understand that obtaining and managing Digital Signature Certificate with Encryption is the sole responsibility of vendor/seller/contractor.

Date:

Place:

Name of Authorized Signatory / Representative

(With Stamp)

\* Please attach copy of PAN and GSTN.

\* Digitally sign the document using any Class-II Digital Signature certificate (DSC) with encryption.

(If the vendor already has a Class-III DSC with encryption, the same also can be used for digital signature)

The digitally signed document along with attachments to be sent to:  
[rspsrm.helpdesk@sailrsp.co.in](mailto:rspsrm.helpdesk@sailrsp.co.in) & [rspsrm.helpdesk@gmail.com](mailto:rspsrm.helpdesk@gmail.com).