

STANDARD TERMS AND CONDITIONS (These terms will have precedence over the GENERAL TERMS & CONDITIONS mentioned SEPARATELY, if at variance)

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

As per Office Memorandum (OM) No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (DoE), Ministry of Finance, it is mandatory for sellers providing goods & services to Central Government organizations to be registered on GeM (Govt. e-Marketplace) and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. This ID shall invariably be incorporated in every supply order/contract/agreement/purchase order while awarding any contract/order for procurement by any Central Government organization.

Tenderers are advised to register themselves in GeM and provide the GeM seller ID along with the Bids.

All MSME Vendors to RSP are required to register themselves in Trade Receivables Discounting System (TReDS) portal for facilitating the financing of trade receivables of MSMEs from corporate and other buyers, including Government Departments and Public Sector Undertakings (PSUs).

SAIL-RSP requests you to submit your lowest best offer in the RSP-SRM within the Bid Submission Date & Time.

If sealed offers (Hard Copy) are sent (in place of quotation in SRM), RSP reserves the right not to consider such offers. Bid to be kept valid for 60 Days from scheduled / revised date of tender opening.

1. The material to be supplied against this tender within the scheduled delivery indicated in the Purchase order (PO). In case of any delay in delivery, the material should be despatched only after clearance from the Purchase officer with amendment of the PO to this effect. Else, RSP reserves the right to reject the materials against such supplies.

2. In the event of distribution of order to more than one firm, the order will be distributed in the descending order of price ranking with the lowest tenderer getting the highest share and the highest tenderer getting lowest share.

3. Orders finalised against this Invitation to Tender are subject to the Purchase Preference Clause applicable for MSE units, Make in India (Refer Annexure- A & B) & Central Public Sector Enterprises (CPSE) and Joint Venture with CPSE as per prevalent guidelines.

4. Terms & Conditions for restriction on procurement countries sharing land border with India is annexed at Annexure-C.

5. In all correspondence relating to the tenders, please quote the Tender Reference number and supplier code indicated. For any item reference please indicate the Item Serial number and Stock Number.

6a. Terms of delivery must be FREE DELIVERY AT RSP STORES, freight and insurance paid. Tenderers to note that bid evaluation will be on Landed Cost Net of Input Tax Credit (LCNITC). Please note that quotations not conforming to our Standard delivery terms are liable to rejection/suitable loading for bid evaluation at the option of RSP.

6b. Quotations without Firm Prices and submitted with Unilateral Price Variation Clause are liable to be rejected / suitably loaded for bid evaluation.

7a. Payment terms will be 100% within 30 days after receipt of materials and issue of GARN [Goods Acceptance Note] or Submission of Invoice, whichever is later. Payment through Bank/Advance Payment is not acceptable. Please note that payment terms not conforming to our Standard Payment Term are liable to rejection/suitable loading of interest costs for bid evaluation at the option of RSP.

7b. The day of acceptance of goods/services or the day of deemed acceptance of the goods/services shall be the day on which satisfactory complete supply of goods or satisfactory complete execution of scope of work as per the terms of the acceptance of tender and submission of bill complete in all respects as per the terms of acceptance to tender and ruling statutory guidelines whichever is later.

8. Unless otherwise stated in Special/Guarantee terms, the supplies made against this RFQ will be covered with Performance guarantee for 12 months from date of installation / 18 month from the date of supply whichever is earlier.

Once the tenderer participates against this tender, it will be presumed that they accept the Guarantee clause indicated in the RFQ/PO terms. No further documents will be required to be submitted in this

regard along with the supplies and supplier shall be liable to replace / rectify the material on FOR RSP stores basis, in case any defect is found in its material/workmanship within the guarantee period. In case the order is executed by Dealer/Distributor/Channel Partner, then the supplied material should be guaranteed by the manufacturer.

9. The tenderer to indicate the details of their bank account which will be included in the payment instrument, viz, Bank Account No., Type of Account (e.g. Cash Credit/Current A/c etc), Branch Name & Address, Bank Name & City. Tenderer to note that no change in this clause will be permitted under normal circumstances once the details are incorporated in the order.

The bidders should confirm their registration with RSP for getting e-payment. If the bidder is not registered for e-payment with RSP and also not submitted the e-payment mandate in prescribed format, then they must submit the mandate with required information and documents while quoting against this tender. The e-payment mandate is available on <https://www.saltenders.co.in> against notice and circular.

10. The tenderers are advised to clearly indicate the following Registration details in their Quotation:

a. GST Registration Number.

b. Excise Control Code & Registration Number (For Excise duty items).

c. Sales Tax Registration Number (For Excise duty items).

d. VAT TIN/SRIN (TIN: Tax Payers' Identification No / SRIN: Small Retailers' Identification No) and date of issue. (For Excise duty items)

11. Taxes and Duties payable to be clearly indicated. In case firm is enjoying any exemption, the reason of exemption and limit/validity of exemption to be indicated in the special terms of the Bid.

12. For enabling us to avail CENVAT/ITC credit on these items, the base rate of excise duty/GST applicable along with relevant Excise Tariff heading/HSN number is to be indicated against each item. If firm is quoting for Exemption/Concessional rate of Excise/GST, firm to clearly indicate that during execution of contract, if exemption/concession is withdrawn, the impact of additional Landed cost to RSP will be absorbed by the firm. In case prices quoted are inclusive of excise duty (e.g. Price List based items, CVD component) the item-wise Excise/CVD amount with Rate of ED/CVD to be clearly indicated with confirmation that necessary Excise/Cenvat documents will be provided for availing Cenvat Benefit.

13. The Tenderer is advised to quote his GSTIN/Excise control code in all the duty paying documents viz. Invoice, Challan and Consignment note/RR. Similarly RSP's GSTIN/Excise Control Code should be also indicated in the above documents. RSP's Code Numbers:

21AAACS7062F2ZP- RSP's GSTIN

AAACS7062FXM005 - RSP 1 Range: for Chapter 72 Goods

AAACS7062FXM003 - RSP 2 Range: for all other Goods

It may be noted that without above details, GST/Excise Duty will not be reimbursed in respect of any invoice rendered by the Successful Tenderer.

14. Our Sales Tax Regn Numbers:

C.S.T. REGN NO: RL1C-44 & C-44A Dt. 6.3.1959

O.S.T. REGN NO: RL1-63 7 63A Dt. 6.3.1959

15. Our VAT Registration Number:

TIN (Tax Payers' Identification No): 21102000229, dated 01.04.2005

16.a) As per the provisions of Orissa VAT Act, a compliance certificate is to be submitted by the tenderers along with the offers (TC bid) from the commissioner under section 99, which is reproduced below for ready reference:

"Notwithstanding anything contained in any law for the time being in force, no dealer shall be entitled to undertake any contract with any Government, Local authority or other corporate body, unless he obtains a certificate in the prescribed manner from the Commissioner to the effect that he has no liability to pay tax nor he has defaulted under this act."

RSP reserves the right to REJECT tenders submitted without the compliance certificate from the commissioner. Firm submitting offers in the SRM should forward a hard copy of the above to the Purchase officer who has issued the Tender.

b) A certification that the sellers' TIN/SRIN is valid on the date of submission of Quotation is to be submitted along with the offer. Tenderers should note that their offer will be evaluated at the prevailing applicable provision of VAT. Successful tenderer should submit declaration with their Tax Invoice "We

certify that our VAT registration certificate is in force as on the date of sale and the due tax, if any, payable on the sale has been paid (or shall be paid). If at any stage during the execution of the contract our VAT registration is revoked / cancelled / suspended, the amount indicated towards VAT will not be payable to us."

17. Place of Inspection will be as per RSP's requirement. Where Inspection is to be carried out in firm's premises and items ordered are Alloy Steel or Non-ferrous items, supplier shall give an interim inspection call for collection of samples for chemical testing before the item is offered in finished condition.

18. Non-ferrous items, if any, included in the Enquiry, shall be subject to dye penetration test after proof machining at the cost of supplier.

19. (a) The Successful Tenderer is advised to furnish copy of Certificates of Valid calibrated instruments required for inspection and testing along with inspection request.

(b) In case of material test certificate is to be furnished same has to be from manufacturer only and must be indicating the parameters indicated in QAP / Specifications.

(c) In case of Material Test Certificate, if the test is allowed to be done in an outside laboratory as per PO terms, service of the RSP authorized laboratory / Govt. laboratory to be utilized and the same to be countersigned by manufacturing / supplier.

20. The Monogram of the Supplier/Manufacturer shall be visibly embossed / etched / stamped / stitched on all items. In case, it is not possible because of size/nature of the items, alternate identification to be indicated in the offer.

21. Packing terms / conditions, if any, are to be mentioned in the offer.

22. Despatch must be through RSP's authorised road carriers only, unless specified otherwise. In case of un-authorised Road Carrier, RSP reserves the right not to accept the consignment/deduct any extra expenditure incurred incidental to use of unauthorised transporter. However, in case of the authorised carrier's failure to transport a consignment within seven days of a written requisition or intimation over phone from the supplier, the consignment can be booked through any Bank Approved Transporter, with prior consent of the Purchaser.

23. Drawings wherever indicated in the specification will be uploaded by SAIL-RSP in SRM Portal.

24. RSP's standard terms and conditions governing supply contracts - SAIL P-1 will apply for any orders placed against this tender. SAIL P-1 is available for download from our Web Site viz. <https://sailtenders.co.in>. Below reproduced is a Clause regarding removal of rejections. Tenderers may kindly note the same:

"Removal of Rejections: Any stores submitted for inspection and rejected at RSP premises by the Inspector must be removed by the Contractor within 45 days from the date of receipt of intimation of rejection. Such rejected stores shall lie at the contractor's/supplier's risk from the time of such rejection and if not removed within afore-mentioned time, the purchaser shall have the right either to return the rejected stores, carriage forward at the contractor's risk or to dispose of or segregate such stores as he thinks fit at the contractor's risk and on his account and to retain such portion of the proceeds as may be necessary to cover any loss or expenses incurred by or on behalf of the Purchaser in connection with the said sale. Freight to destination on stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff Rate/authorised transporter rates, as the case may be."

25. Successful Tenderer to note that supply is liable to be rejected on receipt if not accompanied by all relevant documents indicated in the order. Further, release of payment will be processed subject to submission of all the relevant documents as per order.

26. Successful Tenderer to note that in case any Manufacturing defect is observed at the time of installation/performance within the Guarantee period, the tenderer shall replace or repair the material free of cost and if it is required to take out-side part/full qty of goods supplied for the purpose of rectification etc., Tenderer will be required to submit Security deposit in form of Cash/Bank Guarantee/Indemnity Bond (as the case may be) for an amount not less than the value collected towards execution of contract, for the quantity to be taken out of RSP's premises.

In case of failure of material during use within Guarantee period, tenderer shall replace the material immediately and stand guarantee for the replaced material.

27. RSP's decision regarding acceptance in whole or part or summary rejection of tenders submitted without assigning any reason shall be final and binding.

28. Compliance to SA-8000 requirements

#### Declaration by Supplier/contractors

RSP has adopted SA-8000, an international standard on Social Accountability introduced by Social Accountability International (SAI) New York, which focuses on nine areas which are useful to meet the basic interests of my employees. I agree to give the following commitment to comply with the requirements of SA-8000 given below in my offer.

(A) The requirements including but not limited to:

- No deployment of child labour.
- No deployment of forced labour.
- Providing a safe and healthy working environment.
- Respecting the right of all personnel to form and join trade unions of their choice.
- No discrimination based on race, caste, religion, gender, birth, union membership, political affiliation, age, national or social origin, family responsibility or marital status.
- Not supporting the use of corporal punishment, mental or physical coercion and verbal abuse.
- To comply with all applicable laws on working hours.
- To ensure that wages are paid to meet the legal and industry minimum standards.
- Control of suppliers/subcontractors, sub-suppliers and Homeworkers.
- To establish an effective management system for implementation of SA-8000 Standard to the extent possible.

(B) In the event of the order placed on me, I will agree to participate in the monitoring activity by RSP, if any, to verify compliance to SA-8000 requirements.

(C) I will identify the root cause of non-conformance w.r.t SA-8000 requirements, if any, and take necessary Corrective Action and Preventive Action.

(D) I will inform RSP about my sub-contractors and sub-suppliers.

(E) I will ask my supplier/sub-supplier for commitments to adhere to the SA-8000 requirements.

If the Tenderer submits offer against this tender, it will be assumed that the Tenderer confirms comply to SA-8000 clauses. In case of deviation the tenderer should confirm in writing.

29. The following declaration format is to be printed and signed by the authorised signatory of the Tenderer & Submitted along with the Techno-Commercial Bid if physical sealed offers are to be submitted. If this declaration is not enclosed with the Tender, it's liable to rejection. If the Tender terms are accepted in SRM, it will be assumed that the Tenderer accepts the clauses in the declaration below. In case of any deviation to the declaration, the same is to be clearly indicated in the Special Terms Text Body of the online Bid Submission Form.

#### DECLARATION

I hereby declare that neither I am nor any of Partners/Directors of our Firm/Company is/are made prime accused in a prosecution before any Court of Law or involved in mal practice and/or theft of the property of SAIL. The above declaration is true to my knowledge and belief and if any part or all found untrue, I/our Firm/Partnership/Company shall be liable for an action for banning of business dealing with SAIL, RSP and/or our tender/contract shall be liable for cancellation.

30. The tenderer should declare whether the proprietor or any partner of the firm or director of their company, as the case may be, has any relation with any employee working in Rourkela Steel Plant, and if so, give the name of the employee and the relationship.

31. The tenderer shall also indicate whether any of them has relationship within the meaning of section 6 of the Company's act 1956 with any director of SAIL, and if so, give details.

Format of Non-Collusive certificate to be submitted along with Bids is given in Annexure E. If the Tenderer submits offer against this tender, it will be assumed that the Tenderer declares, accepts and certifies the conditions in Non-Collusive certificate. In case of deviation the tenderer should confirm in writing.

32. Payment of Wages to Contract Labour: Contractor shall be required to make payment of wages to their labour workmen through their bank account.

Payment of wages through bank shall be optional for the first month of execution period of the contract for those labour / workmen who do not have bank account. The contractor shall take steps to open the bank account for such labour / workmen and effect payment of wages through bank account from the subsequent month.

33. Conciliation Clause:

# Notwithstanding the provision for resolution of difference and disputes through Arbitration, the parties may refer the dispute/difference to conciliator to explore possibility of an amicable settlement before resorting to Arbitration. On request of either side, conciliator may be appointed in the same manner like that of Arbitrator. #

34. Arbitration Clause:

#In the event of any dispute or difference arising under or out of contract, the same shall be referred to the sole arbitration of any person nominated by the CEO, SAIL, Rourkela Steel Plant, Rourkela which expression shall mean and include the Chief Executive of RSP by whatever name designated. It is further agreed as a term of this agreement that in the event the appointed Arbitrator to whom the dispute and differences has been originally referred is transferred or becomes unwilling or is otherwise becoming unable to act or becomes incapable of acting as such, they said CEO shall be entitled to appoint any person afresh to act as Arbitrator in accordance with this Agreement and such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator. The award of such Arbitrator shall be final and binding on the parties to this Agreement.

It is also a term of the agreement that the Authority to appoint/nominate Arbitrator(s) under this agreement vests exclusively in the CEO and no person other than the Arbitrator nominated by the CEO would be competent to act as Arbitrator under this agreement.

Subject to the aforesaid, the provision of Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder or there to by statutory modification or modifications thereof shall govern all such arbitration proceedings and shall be deemed to have been incorporated in this Contract.

Supply of materials, chattels, etc., or any work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due to or payable by Purchaser/contractor shall be withheld on account of such proceedings. The cost of the Arbitration Proceeding shall be equally borne by the parties to the Agreement.

All sittings of the Arbitrator shall take place at Rourkela. It is a term of this agreement that notwithstanding the manner in which the agreement has been reached, this agreement shall be deemed to have been formed entirely at Rourkela. All kinds of Legal proceedings under the Indian Arbitration and conciliation Act and all other laws governing this agreement and matter/disputes arising thereunder, shall be cognizable and triable only in the appropriate Court exercising territorial jurisdiction over Rourkela Steel Plant.

35. Place for Legal Proceedings:

The Contract shall be deemed to have been entered into by RSP at Rourkela and all cause of action therefore be deemed to have been arisen at Rourkela irrespective of the location of the Head or Branch Offices of SAIL or the Supplier/Contractor. All kinds of legal proceedings against SAIL, RSP in any matter arising out of the contract shall be triable only by the appropriate Civil Court of Rourkela.

36. Instruction to bidders for compliance to Goods and Service Tax [GST].

I. For the purposes of this Clause the following expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods or services under GST Law.

(b) Cess - means any applicable cess, existing or future on the supply of Goods and Services.

(c) GST LAW - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST and SGST Act, 2016 and all related ancillary legislations.

You are requested to provide us the HSN and SAC code of the Goods / Services being supplied by you, as applicable. Please furnish any additional place of business, in any other State / States from where goods may be directly supplied to us. The Tenderer is advised to quote his GSTIN in all the duty

paying documents viz. Invoice, Challan and Consignment note / RR. SAIL-RSP's GSTIN has to be indicated in the above documents. RSP's GSTIN is 21AAACS7062F2ZP

II. The tenderer shall quote GST as extra only, if applicable. In case it is not specifically mentioned in the offer, the quoted rate shall still be considered as excluding GST and GST shall be considered extra only. If exempted, the same has to be specified in the Techno-Commercial Bid and evaluation shall be done accordingly. The firm who do not have GSTIN, cannot claim GST extra. SAIL-RSP will evaluate such offers considering liability of SAIL-RSP to pay reverse tax or any tax chargeable as per law for such GST unregistered Vendors / Suppliers / Contractors.

III. Vendor / Supplier / Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable SAIL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

V. In case the Input Tax Credit of GST is denied or demand is recovered from SAIL-RSP on account of any non-compliance by the Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor / Supplier / Contractor shall indemnify SAIL-RSP in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

VI. Vendor/ Supplier/ Contractor shall maintain high GST compliance rating track record at any given point of time.

VII. Vendor / Supplier / Contractor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax.

VIII. Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) by RSP as per GST Law. This shall be ensured by RSP before releasing any payment to the Supplier after verification of GSTR-2A / any other document / form specified under extant GST Law. However, for Micro & Small Enterprises (MSE), payment shall be made within a statutorily defined period as per extant GOI Rules".

37. In case SAIL-Rourkela Steel Plant is not able to avail ITC (Input Tax Credit) due to non-compliance of any of the provisions specified under GST Act/Rules 2017 by supplier, any interest, penalty, tax payable by RSP and loss of ITC to RSP, shall be recovered from any bill of the supplier, pending with RSP for payment.

38. In case of waive of LD, refund of LD will be made as per prevailing GST guidelines.

39. Clause related to new e-invoicing system for businesses with an aggregate turnover exceeding INR 500 crores except SEZ units is annexed at Annexure-D along with its legal provisions.

40. Integrity Pact: For Tender value of Rs 20 crores and above, the tenderer should submit the signed integrity pact along with the bids. (Available on portal / attached with such tenders)

41. Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will abide by the following clause:-

"This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we notice any such happening, we shall report it to SAIL vigilance."

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PLEASE VISIT SAIL's TENDER SITE <https://sailtenders.co.in> for OPEN TENDERS

**Annexure**

**TERMS AND CONDITIONS FOR PREFERENCE FOR MSE AND MAKE IN INDIA & RESTRICTION ON PROCUREMENT COUNTRIES SHARING LAND BORDER WITH INDIA**

***Any purchase preference to Make in India Suppliers, MSEs/ Local MSEs/ Ancillary Units/ Start-ups as recognised by Department of Industrial Policy & Promotion (DIPP)/ PSUs/ Govt. Organisations shall be based on the extant guidelines issued by Govt. of India from time to time***

**A. Clause w.r.t Micro and Small Enterprises (MSEs)**

The tenderer who is registered as Micro/small/Medium Enterprises with prescribed authority under Micro, Small and Medium Enterprises Development Act-2006 are required to submit a valid self-attested copy of Entrepreneurs Memorandum (Part-II)/ Udyog Aadhaar Registration Certificate or equivalent along with the Techno-commercial bid. Tenderer, should ensure that the category of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

Such document should be authenticated by the concerned DIC / MSME Development Institute (DI). Plants / units reserve the right to carry out physical verification.

In case such details are not provided, it will be presumed that the enterprise is not a Micro, Small and Medium Enterprise as per the provision of the above Act and consequently they are not eligible to the benefits admissible under the Act.

To avail the benefits, the Manufacturers are to fill up the relevant declaration form as per the following format, along with the Tender Documents.

**Declaration Form on Company letter head. Signed & Stamped**

**(To be made a part of Tender document)**

**DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES**

Sl No.	Particulars	Details
1.	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2.	Does your organization belong to Micro / Small scale Industry / others	
3.	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification.	
4.	In case you belong to Micro/ SmallScale Enterprises, whether you are registered under SC/ST/Women Category  (Please tick mark the appropriate)	Yes/No  If yes SC <input type="checkbox"/> ST <input type="checkbox"/> Women <input type="checkbox"/>

In addition to valid self attested registration certification the **MSE/SC-ST VENDORS** shall be responsible to furnish necessary valid documentary evidence for enabling SAIL Plants/ Units to ascertain that the MSE is owned by SC/ST entrepreneurs. MSE owned by SC/ST is defined as:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST
- b) In case of partnership MSE, the SC/ST partner(s) shall be holding at least 51% shares in the enterprise.
- c) In case of Public/Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.

For **MSE owned by Women entrepreneurs**, it shall mean:

- a) Proprietary MSE- Proprietor shall be a Woman.
- b) Partnership MSEs – Women partners to hold at least 51% share.
- c) Private limited company – Women promoter (s) to hold 51% share.

Women owned MSE bidder shall submit suitable documentary evidence as per above.

**In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under-**

- a) We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b) We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid documentary evidence for same is submitted.
- c) MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false/ untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions and SAIL may take necessary steps for suspension of business dealing as per extant guidelines of SAIL.

**Authorized Signatory**

**(With Company Seal & Signature)**



**B. Clause: Purchase Preference to Make in India suppliers: Order 2017**

1.0 Procurement against this tender will be governed by the provisions enumerated in Govt. of India order no. P-45021/2/2017-PP(BE-II) dt. 15.06.2017 duly modified dt 28.05.2018, 29.05.2019 and 04.06.2020. Any subsequent modification / guidelines issued further from time to time shall also be applicable.

Bidders shall provide self certificate / certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies), indicating whether they are class-I local supplier / class-II local supplier and the offered items meet the local content requirement of the same. They shall also indicate percentage of local content for the item and give details of the locations at which the local value addition is made.

Non-compliance of the above shall render the offer liable for rejection.

**(This is to be submitted along with Techno-commercial Bid by Make in India Bidder)**

Declaration by Statutory Auditor of the vendor for values above Rs 10 Crs OR Self declaration for values below Rs 10 crs.

Certificate for M/s. Steel Authority of India Ltd- Rourkela Steel Plant

In reference to SAIL-RSP RFQ No. .... and M/s. .... offer no. ....

To whomsoever it may concern

We have verified the records & documents produced before us by the management of M/s. .... having regd. Office ..... & having their manufacturing facility at ....., we hereby certify that the company has produced ..... during (6 months period – half of Financial year) with domestic value addition of 50% or more. Domestic value addition for ..... for the said period has been calculated as below:

“Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.”

Further we also certify that the company is eligible to avail the benefits as per Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

Statutory Auditor of M/s. ....

***Please Note: In case the vendor gets benefit under Make in India, then they shall have to submit this form duly filled every half of the financial year till they have completed supplies against the Order)***

**C. Clause w.r.t Restriction on procurement from a bidder of a country which shares a land border with India.**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - 
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or **registered** in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

**Certificate of Conformance to be submitted with the techno commercial bid**

a) *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that I fulfil all requirements in this regard and am eligible to be considered."*

b) *If subcontracting is applicable, certificate content will be as under:*

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfil all requirements in this regard and am eligible to be considered."*

b) *In case bidder is registered for this purpose, evidence of valid registration by the competent authority should be attached.*

**D. New e-invoicing system for businesses with an aggregate turnover exceeding INR 500 crores except SEZ units.**

The Central Board of Indirect taxes and Customs (CBIC) vide issue of various Notifications has notified **October 01, 2020** as the date of implementation of new e-invoicing system for businesses with an aggregate turnover exceeding INR 500 crores except SEZ units.

The new e-invoicing system would require the suppliers to generate a unique Invoice Reference Number (IRN) along with QR code from the Government portal for B2B supplies. This IRN/ QR code will need to be mentioned on the invoices, otherwise the invoice would not be considered as a valid invoice. For your reference we have provided a brief about the relevant legal provisions in **Annexure A**.

Given the above, we would request you to please evaluate the following:

- Whether your aggregate turnover for PAN India for the purposes of GST laws is exceeding INR 500 crores
  - If yes, whether you have taken necessary actions/ steps to ensure that you are fully compliant of this new requirement

Further, Government has already identified such taxpayers whose turnover in the previous financial year exceeds 500 crore and has enabled such taxpayers for e-invoicing in from GST portal "[einvoice1-trial-nic.in](http://einvoice1-trial-nic.in)".

The eligibility of input tax credit would be dependent on whether you have raised a valid GST compliant invoice containing a valid IRN and QR code. If invoice received by us is not GST compliant and does not contain an IRN and QR code, we will not be in a position to process your invoice for payment. If any amount of credit, refund or any other benefit is denied or delayed to **SAIL, Rourkela Steel Plant** or any penal charge is imposed on the **SAIL, Rourkela Steel Plant** due to any non-compliance by you, you shall be liable to reimburse the loss incurred by **SAIL, Rourkela Steel Plant** on the aforesaid account.

In case there is any change in applicability of this requirement on your business in future, we request you to duly communicate it to us.

**Relevant legal provisions and Notifications issued regarding new e-invoicing system have been discussed hereunder:**

- Section 16 of CGST Act, 2017 lays down the eligibility criteria and conditions for availing input tax with respect to supply of goods and services. The relevant extracts of the same is provided hereunder :

*"(1) Every registered person shall, subject to such **conditions and restrictions as may be prescribed and in the manner specified in section 49**, be entitled to take credit of input tax charged on any supply of goods or services or both to him which are used or intended to be used in the course or furtherance of his business and the said amount shall be credited to the electronic credit ledger of such person.*

*(2) Notwithstanding anything contained in this section, no registered person shall be entitled to the credit of any input tax in respect of any supply of goods or services or both to him unless-*

***(a) he is in possession of a tax invoice or debit note issued by a supplier registered under this Act, or such other tax paying documents as may be prescribed;***

- Rule 46 of CGST Rules, 2017 provides the list of particulars that a document should bear in order to qualify as “Tax Invoice” as referred in Section 16 above. Further, Rule 48 of CGST Rules, 2017 provides the manner of issuance of such a tax invoice.
- CBIC *vide* Notification No. 68/2019 dated 13 December 2019 inserted the following provisions in Rule 48 which specifies the manner for issuance of tax invoice:

***“(4) The invoice shall be prepared by such class of registered persons as may be notified by the Government, on the recommendations of the Council, by including such particulars contained in FORM GST INV-01 after obtaining an Invoice Reference Number by uploading information contained therein on the Common Goods and Services Tax Electronic Portal in such manner and subject to such conditions and restrictions as may be specified in the notification.***

***(5) Every invoice issued by a person to whom sub-rule (4) applies in any manner other than the manner specified in the said sub-rule shall not be treated as an invoice.***

***(6) The provisions of sub-rules (1) and (2) shall not apply to an invoice prepared in the manner specified in sub-rule (4).”***

- Also, Central Government *vide* Notification No. 61/2020 dated 30 July 2020 has introduced E-invoicing as the manner for generation of invoice for taxpayer whose aggregate turnover in a financial year exceeds INR 500 Crore.
- Further, Rule 49 provides the list of details that a supplier should mention for issuance of Bill of Supply in case of supply of exempted goods and services. In this regard, CBIC has also introduced QR Code as an additional field under Rule 46 and under Rule 49 for tax invoice and bill of supply respectively. The relevant extract of new provision reads as under:  
***“Provided also that the Government may, by notification, on the recommendations of the Council, and subject to such conditions and restrictions as mentioned therein, specify that the tax invoice shall have Quick Response (QR) code.”***

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- (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.

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**FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS**

I ..... (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s .....  
.....

(herein after called the bidder) for the purpose of the Tender Documents for

..... as per the tender No..... of ..... (SAIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. 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.
3. I/We also 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.
4. 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 information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, 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, 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, I/we ..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us 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 bySAIL.

SEAL AND SIGNATURE OF THE

BIDDER

Place :