

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	150 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Rashtriya Ispat Nigam Limited
Organisation Name/संगठन का नाम	Rashtriya Ispat Nigam Limited
Office Name/कार्यालय का नाम	Visakhapatnam Steel Plant
Total Quantity/कुल मात्रा	30
Item Category/मद केटेगरी	RAILS 60R
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Rashtriya Ispat Nigam Limited
VISAKHAPATNAM STEEL PLANT, Rashtriya Ispat Nigam Limited, Rashtriya Ispat Nigam Limited, Ministry of Steel (Rinl-vsp)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 67%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

RAILS 60R (30 metric tonne)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Edarapalli Ravi Kumar	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	30	120

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS)

1.0 BID SECURITY (In Lieu of Earnest Money Deposit): The tender shall be considered only if "**Bid Security Declaration**" is submitted as per the stipulated format enclosed to **this Bid document**. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.

1.1 The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration. Offer received without **Bid Security Declaration** and / or **documentary proof** (viz. certified/true copy of board resolution / Power of Attorney etc.) **with respect to Legal capacity of person signing the Bid Security Declaration is liable for rejection.**

1.2 As per the declaration bidder may be debarred for a period of 3 years, for the reasons as mentioned in the declaration, from the date of issue of order for debarment. The order for debarment shall be issued within 30 days from the date of establishment of the default occurrence.

1.3 The following categories are exempted from submission of Bid Security:

- a) Central/State Government Public Sector Undertakings of India.
- b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
- c) Manufacturing Units registered with RINL for the tendered item (s).

SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of Bid SECURITY.

2.0 MATERIAL & SPECIFICATIONS: As per SPECIFICATION Document.

3.0 Bidder to specify Make/Model and upload Technical catalogue/brochures etc wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.

4.0 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS : If Tenderer who responds to this tender notice is not presently enlisted with RINL, he is requested to furnish copies of the following documents superscribing "CREDENTIALS" and the ITT REFERENCE or TENDER REFERENCE as the case may be, along with the tender.

- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.
(OR)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer / Agent / Trader etc.
(OR)

Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.

- (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms .
- (iii) Notarised copies of excise Sales Tax (GST), Service Tax Registration Certificate and PAN Card copy in the name of company in case of Limited Companies or In the name of individuals in case of Proprietary Firms.
- (iv) Self certified Financial worth and audited financial statements for the last three (3) years.
- (v) Self -Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
- (vi) Self-certified copies of Other Credentials like ISO Certificates etc, if any

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents or if RINL finds that the creditability of the un-enlisted vendor is not satisfactory on the basis of the documents furnished. The vendor shall produce originals of the above documents for verification, if RINL so desires. RINL's decision in this regard shall be final.

5.0 Quoting of PRICES: Price quoted shall be for supply on "FOR VSP Stores" basis (inclusive of Freight, Insurance and applicable GST). Applicable GST percentage to be mentioned in the Offer.

6.0 Delivery: Bidder shall complete the delivery of the Offered Quantity as per Delivery Schedule indicated in GEM Bid Document from the date of Letter of Acceptance (LOA) / GEM Contract / RINL SAP Purchaser Order, whichever is earlier.

7.0 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

8.0 TEST CUM GUARANTEE CERTIFICATE: The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

Replacement of defective MATERIALS shall be made free of cost at PURCHASER's site by the

SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIER's responsibility and shall be made at his expenses.

9.0 **Number of Sources: One**

Number of sources is intended One. However, in case of Purchase Preference to MSE / MII, the distribution pattern of 2 sources will be followed and quantity will be awarded on **Two sources**, subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers. *For the purpose of this Bid, the **Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:***

- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%.
- b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceeds 25%.
- c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%
- d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking

In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking

Illustration for Quantity Distribution:

Sl. No	No of sources required		If divisible between 2 (Two) owing to MII / MSE
1.1	Where L1 is Local MSE & MII Cls1		100% - L1 Local MSE&MII Cls1
1.2	Where L1 is Local MSE & Non MII Cls1		2/3 - L1 Local MSE
			1/3 - MII Cls1
2	Where L1 is AIMSE & MII Cls1		
	A	In case there is/are eligible Local MSE/s	2/3 - Local MSE
			1/3 - L1 AIMSE & MII Cls1
	B	In case there is no eligible Local MSE	100% - L1 AIMSE & MII Cls1

2.1	Where L1 is AIMSE & Non MII Cls1		
	A	In case there is/are eligible Local MSE/s	2/3 - Local MSE
			1/3 - L1 AIMSE
	B	In case there is no eligible Local MSE	1/2 -L1 AIMSE
1/2 - MII Cls1			
3	Where L1 is MII Cls1 & Non MSE		
	A	In case there is/are eligible Local MSE/s	2/3 - Local MSE
			1/3 - L1 MII Cls1 & Non MSE
	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 MII Cls1 & Non MSE
			1/3 - AIMSE
	C	In case there is no eligible Local MSE or AIMSE	100% - L1 MII Cls1 & Non MSE
	3.1	Where L1 is Non-MSE & Non MII Cls1	
A		In case there is/are eligible Local MSE/s	2/3 - Local MSE
			1/3 - L1 Non-MSE & Non MII Cls 1
B		In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 Non-MSE & Non MII Cls 1
			1/3 - AIMSE
C		In case there is no eligible Local MSE or AIMSE	1/2 -L1 Non-MSE & Non MII Cls 1
			1/2 - MII Cls1

Note: // MII Cls1 : Make in India Class-1 Local Supplier // AIMSE: All India MSE // Local MSE : MSEs of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of VSP and falling under the jurisdiction of respective DICs.//

10.0 Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest priced tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

11.0 TERMS OF PAYMENT:

- (i) 100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released on **60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).**
- (ii) Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.
- (iii) Original documents required to be submitted for payment i) Invoice in triplicate ii) LR / RR iii) Delivery challan/packing list iv) Test Certificate wherever applicable v) Guarantee certificate wherever applicable vi) (All these documents except the first are to be submitted to the Consignee(ALONG WITH THE STORES).
- (iv) One advance set of documents listed at (iii) above shall be sent to Finance Dept. Purchase Bills Section
- (v) As soon as the Stores are despatched the LR No. alongwith transporter name/ RR No., Item No., Material No. of the PO and quantity against each item despatched along with total value of the invoice should be intimated to the following:
 - i)Purchase Dept (with attention drawn to the signatory with name & designation) ii) Consignee iii) Finance Dept., (Purchase Bills).

12.0 PERFORMANCE GUARANTEE BOND:

As per GeM GTC with following additions:

To be submitted as per the Format given below in this ATC.

In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.

The Performance Guarantee Bond shall be released **after 120 days from the date of receipt of last consignment or "one month after consumption of the total material supplied, subject to clearance from user department"**, whichever is earlier, under the Purchase Order, and subject to completion of supplies of PO.

13.0 Right to accept/reject Offers:

RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

- 14.0 INSPECTION:** Inspection shall be carried out by Buyer (Receipt Inspection Cell-RIC) at VSP Stores after receipt of Material at VSP Stores. Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation

15.0 WEIGHMENT:

All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods acceptance and payment.

- 16.0 PRICE FIRMNESS:** The price finalized shall remain firm till completion of supplies. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer.

- 17.0** "GST shall be applicable on all penalties (like Liquidated Damages, **penalties for variation in material specification**, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of **EMD / PG Bond/ Security Deposit** etc) if levied by the **Purchaser** on the **Seller/Supplier** and Shall be recovered along with GST applicable thereon. The **Purchaser** shall issue Tax Invoice in favour of the **Seller/Supplier** for such recoveries."

18.0 LIQUIDATED DAMAGES:

Shall be as per GeM GTC clause no. **15. (iii)** with following addition/modification:

"subject to a maximum of **10% of value of such consignments, excluding Taxes**. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection:-"

19.0 DEFAULT:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

20.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered.

ered. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

21.0 RECOVERY OF SUMS DUE:

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Purchase Order.

22.0 REVENUE POLICY OF GEM: Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions >> Sellers >> Revenue policy of GeM".

23.0 DOCUMENTS TO BE UPLOADED: by the bidder/seller during bid participation in GeM:

- i) Duly filled, signed and stamped Bid Security declaration in the prescribed format.
- ii) This Bid ATC duly signed and stamped by bidder on all pages confirming acceptance OR as per Annexure-II provided in this bid confirming acceptance to all terms and conditions of this tender.
- iii) Documents required for PQC(Eligibility criteria)
- iv) Documents for claiming MSE benefits, in case of MSEs, as per terms & cond of this Bid.
- v) Documents for Establishment of Credentials of un-enlisted vendors with RINL (refer relevant clause above).
- vi) Duly signed and stamped Integrity Pact (if applicable) and requested in this GEM TENDER.

24.0 Input Tax Credit: The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL 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.

Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

25.0 Transportation: Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. Any transit breakage/damage shall be to supplier's account.

26.0 "OPTION CLAUSE: The Purchaser reserves the right to decrease the quantity to be ordered up to 25 percent at the time of placement of contract."

27.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT). Any Contradiction between the terms in this Bid ATC and ITT, the terms in this Bid ATC shall prevail to the extent of such contradiction.

28.0 Any revised bids / any revision in offered price, terms & conditions, received after tender opening i.e. after opening of Techno-Commercial unpriced bids shall be rejected unless it has been furnished in response to a specific request from RINL-VSP.

29.0 RINL will not take into cognizance any contradiction w.r.t the offer given by bidder or agreed to during technical evaluation, vis-à-vis contents of catalogue/ document(s) made available by the bidder elsewhere in the GeM portal (outside the Bid/tender under consideration). Bidder will be required to abide by their offer/ terms agreed to during the technical evaluation.

30.0 This Bid ATC supplements/supersedes GeM GTC.

Annexure-I

BID SECURITY DECLARATION

(in lieu of EMD)

(unless exempted as per Clause 1.3 of ATC)

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Tender no. / GEM Bid No.

Dated

..:

I / We have understood that, according to the conditions of the Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration" as follows:

I / We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case any of the following:

(a) If I / we withdraw / modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

(b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I / We

(i) Fail or refuse to execute the Contract (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document / Work Order/letter Of Acceptance / Purchase Order.

[Signature]

In the Capacity of :

[Legal Capacity of person signing the Bid Security Declaration]

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of Bidder and Address]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

Note: In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all partners to the Joint Venture / Consortium that submits the bid.

The Bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration.

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Annexure- II

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

General Manager (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance Of the Terms And Conditions

Ref: 1) Your ITT / Bid No. _____

2) Our Offer No. _____

1. With reference to your Tender Notice No. _____ for Supply of materials against above referred ITT, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

** There are no deviations to the above captioned tender / Statement of deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

Note: If there is any requirement of deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (Techno-Commercial Bid).

**** Strike off whichever is not applicable.**

-

STATEMENT OF DEVIATIONS

S.No.	Condition(s)	Clauses	Deviation
1			
2			
3			
4			
5			

-

.....
Signature and Seal of the Tenderer

-

Annexure- III

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To

Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam-530031

Bank Guarantee No

Dt

LETTER OF GUARANTEE

1. WHEREAS M/s _____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide Purchase Order No. _____ Dated _____ (hereinafter called the said PO) for the Supply of _____ (_____) Nos/MT of (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, _____ (name of bank & branch) (**IFSC Code :.....**) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T and/or in the performance of the said PO by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said PO or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, _____ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of L/R of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, _____ (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, _____ (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, _____ (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said PO or to extend the time of performance of the said PO by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said PO and We, _____ (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SELLER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, _____ (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above.

7. We, _____ (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SELLER and/ or the PURCHASER.

8. We, _____ (name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at _____ (Address of local branch at Visakhapatnam) (**IFSC Code :.....**).

FOR AND ON BEHALF OF

(Name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY

& AUTHORISED SIGNATORY

Designation

(name of bank & branch)

Note: Issuance of this Bank Guarantee may also be got confirmed from our Controlling branch/ office/ Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

-
-
-
-

CHECK LIST FOR BANK GUARANTEES

-

Name of the party submitting BG:

Party Code:

Tender No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / Tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank /Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

Note: The BGs can be accepted only when reply to all the above are 'Yes'

Signature of the Tenderer

-

Date:

**Guidelines for handling of Bank Guarantees including Extensions, Renewals and Amendments on receipt through Structured Financial Messaging System (SFMS)
(Applicable for Performance Guarantee Bonds only)**

-

- 1.1 Name and details of BG advising bank of RINL for sending SFMS to RINL's Banker, i.e. SBI are given below:
- Bank : State Bank of India
 - Branch : Commercial Branch
 - IFSC Code : SBIN0014407
 - Address : 43-29-54/8, Balaji Metro Chambers, Dondaparty, Visakhapatnam – 530016.
 - SWIFT : SBININBB745
- 1.2 Details of RINL executive to whom the SFMS advice shall be sent by the Bank:
- G Renuka
Dy.Manager (MM - Purchase)
Administration Building - 3rd Floor
Rashtriya Ispat Nigam Limited (RINL),
Visakhapatnam Steel Plant (VSP),
Visakhapatnam - 530031
Andhra Pradesh, India
- 1.3 Bank Guarantee shall be received in original on Stamp paper from Advising Bank as per the prescribed format of RINL by Speed Post / Registered Post / Courier.
- 1.4 In case, Bank Guarantee in original on stamp paper is received by Speed Post / Registered Post / Courier from the issuing bank directly to the above mentioned executive of RINL, then SFMS message shall be received by Speed Post/ Registered Post/ Courier from Advising Bank with complete details of the BG which enable RINL to verify its completeness with reference to the Original BG received.
- 1.5 In case of 1.3 & 1.4 above, confirmation from Advising Bank can be accepted and confirmation from the issuing branch as well as controlling branch can be dispensed with. However, confirmation from the Local Encashment Branch is required to be collected/received by RINL through Speed Post/ Registered Post/ Courier.
- 1.6 In case of any Bank charges or levies debited to RINL by bank towards the Bank Guarantee Advising charges, the same shall be collected/recovered from the Vendor / bidder / tenderer.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---