

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	24-10-2025 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	24-10-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Rashtriya Ispat Nigam Limited
संगठन का नाम / Organisation Name	Rashtriya Ispat Nigam Limited
कार्यालय का नाम / Office Name	Visakhapatnam Steel Plant
कुल मात्रा / Total Quantity	20
वस्तु श्रेणी / Item Category	ALUMINIUM INGOT 20KG (97% AL)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ALUMINIUM
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Aluminium nitrate, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Aluminium Oxide, Tower Ladder (V2), ALUMINIUM LUMPS, magnetic stirrers, ALUMINIUM SLIDE TRAY, Anodized Aluminium Frame, Wrought Aluminium and Aluminium Alloys Sheet and Strip (General Engineering Purposes) as per IS 737, Wrought Aluminium and Aluminium alloy Bars, Rods and Sections conforming to IS 733
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Wrought Aluminium and Aluminium alloy Bars, Rods and Sections conforming to IS 733
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	5

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

लाभार्थी /Beneficiary :

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

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	30

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 30% (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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

ALUMINIUM INGOT 20KG (97% AL) (20 metric tonne)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)		
1	Eluru Ratna Kumar	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	मात्रा /Quantity	प्रारम्भ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			20	0	30

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer added Additional terms and Conditions (ATC)

Technical Specification of Aluminium Ingot 20Kg (97%Al)

Item Text: Aluminium Ingot 20kg (97%Al)

- i. Purity of Aluminium: 97% Min
- ii. Zn: 0.50% (Max)
- iii. Tin: 0.20%(Max)
- iv. Arsenic: 0.20%(Max)
- v. Bismuth: 0.20%(Max)
- vi. Total of Copper, Zinc, Magnesium, Silicon, Iron, Tin, Arsenic & Bismuth: 3.0%(Max)
- vii. Average weight of Ingot: 20 Kg/piece +/- 0.5%
- viii. Dimensions of Ingot: As per IS1820:1979
- ix. Test certificate shall be submitted from government /government approved laboratories or own lab in case of ISO certified manufacturer.
- x. Quality assurance plan (QAP): to be submitted by the party along with the offer.
- xi. Packing : 50 pieces of ingots are to be strapped together to form a bundle of 1 ton (Approx.) and is to be packed in HDPE Jumbo bag for easy handling.
- xii. Pre-Qualification Criteria(PQC):

A. Technical:

- a. The tenderer must be an indigenous manufacturer of Aluminium products and tenderers {through themselves or through re-seller(s)} must have supplied a minimum 20% of the tendered quantity of Aluminium Ingot 97% Al (min) or Aluminium Notch bar 97% Al (min) in a single/multiple purchase orders during any 12 consecutive months during last three years starting from the date of issue of this bid to any of the steel plants/PSU/Central or State Government/ private organizations.
- b. The tenderer shall submit either of the following documentary evidences establishing them as manufacturer of Aluminium products : i.e., manufacturing license issued by Govt.authority indicating the installed capacity / Valid certificate issued by Pollution Control Board / Valid ISO certificate in support of being a manufacturer of Aluminium products.
- c. The tenderers shall substantiate execution of the above ordered quantity with self-attested copies of along with the corresponding Invoice copies.
- d. Enlisted vendors for the Aluminium ingots with RINL-VSP and the previous suppliers of Aluminium ingots to RINL-VSP who had successfully executed the Purchase Orders are exempted from the submission of PQC documents as stipulated above.

B. Financial:

- a. Bidder should have an average annual turnover of Rs.0.13 crores during the last 3 financial years
- b. Bidder shall furnish relevant documents in support of (i) above , namely CA certified turnover certificate of the last three financial years and copies of audited Annual reports (Balance sheet and Profit and Loss account) duly certified by Chartered accountant.

1. DELIVERY SCHEDULE:

- a. The tentative schedule at which the supplies should be affected should be as indicated by RINL-VSP in Purchase Order (PO)/LOA. However, RINL-VSP reserves the right to revise the delivery schedules depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.
- b. The successful tenderers should commence delivery of material within 7 days from the date of Purchase Order (Acceptance to Tender) and complete delivery of the offered monthly quantity, as per schedule, in an evenly spread manner through-out the month.
- c. Liquidated Damages as per GeM GTC shall apply for late supplies if any without prejudice to the other terms and conditions of Contract/PO. The quantity against each delivery schedule of Contract/PO must be

supplied in an evenly spread manner through-out each schedule. However, during the course of supplies, the Purchaser reserves the right to revise the delivery schedules depending on VSP's production requirements and storage capacity without any change in prices and other terms & conditions of Contract.

d. In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.

e. VSP Reserves the right to reject Offers not meeting VSP's Schedule or to consider Offer with best delivery schedule(s).

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

2. RIGHT TO REVISE THE TENDER QUANTITY:

RINL-VSP reserves the right to review and revise the tendered qty. at the time of placement of Letter of Acceptance/Purchase Order (s)/Contract.

3. NUMBER OF SOURCES: 01

The tendered quantity shall be taken from 01 Techno-Commercially Acceptable Bidder. In case the quantity offered by L1 Bidder is less than the tendered quantity then RINL at its sole discretion shall opt to increase the number of sources to tie-up the balance quantity subject to matching of TA L1 Price by the Bidders in the order of Ranking.

4. INSPECTION :

a. The Inspection and Analysis for Physical and Chemical parameters shall be carried out by mutually agreed third party independent inspection agency.

b. After receipt of material at VSP Stores, Samples shall be collected by mutually agreed third party independent inspection agency at VSP premises in the presence of VSP's inspection committee and Supplier's representative.

c. Sample thus collected shall be handed over to mutually agreed third party independent inspection agency at VSP premises (sample shall be collected from each Consignment/Day Book for testing Physical and Chemical parameters).

d. Sample shall be analysed in Optical Emission Spectrometer /Inductively Coupled Plasma(ICP) spectroscopy.

e. Supplier should ensure that the Sample is drawn by any mechanical method so as to get a true representative sample by mutually agreed third party independent inspection agency within 48 Hrs from receipt of material at VSP Stores, and the elements like Al, Zn, Tin, Arsenic, Bismuth, Copper, Zinc, Magnesium, Silicon, Iron are to be analysed by Optical Emission Spectroscopy (OES) / Inductively Coupled Plasma(ICP) spectroscopy and analysis report should be submitted to RINL/VSP within 5 days from the date of collection of sample. Cost of inspection and testing of above material shall be borne by supplier. The test results for quality of the material carried out by mutually agreed third party independent inspection agency shall be final and binding on both the parties for the purpose of payment.

f. Cutting machine for the sample cutting and manpower for the same to be provided by the supplier.

g. The quality performance shall be closely monitored from time to time. RINL reserves the right to suspend / cancel / divert the order if the seller is found to be supplying material not conforming to the purchase order specification.

5. TOTAL REJECTION:

Any lot deviating beyond the limits specified shall be rejected and shall not be paid for. All deviations / rejections shall be informed to the Seller. The Seller has to ensure lifting of the materials within 15 days from the date of issue of such notice to the Seller or otherwise 1% of basic material value rejected quantity per month or part thereof as storage cost will be leviable by VSP till such time the material is lying at VSP stores at Seller risk. Payment, if any, made by RINL-VSP for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant.

5.1 MATERIAL REVIEW BOARD

In case the material is required at plant for meeting its urgent production requirements, the rejected material will be consumed and the payment for such rejected quantity which is used shall be decided by the Material Review Board (MRB) of RINL/VSP. The decision of MRB shall be final and binding on both the parties.

6. **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 payment.

7. GENERAL INFORMATION/DOCUMENTS TO BE FURNISHED BY TENDERERS

a. One bid per bidder:

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company/ Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) Individual or proprietorship format and/or
- b) A partnership or association of persons format and/or
- c) A company format

8. QUOTING OF PRICES: On LANDED Cost basis only.

The price to be quoted On LANDED Cost per Metric Ton basis in online should be & FOR Visakhapatnam Steel Plant Stores basis. During the auction, the quoted Lowest LANDED Cost per MT shall flow as start bid price in the Rev E-Auction.

9. PAYMENT TERMS: 100% 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 vide Clause No.11 below) of issue of CRAC/SAP GARN and submission of original bills, Test certificate and other relevant documents to RINL-F&A Dept.

10.1 There shall be no indication of your offer price in the Techno-commercial bid documents. If prices are indicated there, such offers are liable to be rejected.

10. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability in tenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government Of India.

11. Notwithstanding anything specified in this Tender, 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 Offer or any other Offer or all the Offers;
- b) To accept any tender/Offer in full or in part;
- c) To reject the Offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend Purchase Preference to SSIs/MSEs (Micro and Small Enterprises), subject to submission of documents as per prevailing guidelines of Govt. of India.

12. CONDITIONS FOR AVAILING MSE BENEFITS

a. The stipulated MSE benefits like, Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item / 'item category', and not by Traders / Dealers. Documents as prescribed by Govt. of India from time to time are to be submitted by the eligible MSEs for availing MSE benefits.

b. The criteria for classification of Micro, Small and Medium enterprises shall be as per the Gazette Notification dtd.26.06.2020 from Ministry of MSME, Govt. of India, as may be amended from time to time.

c. The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit the following documents for the items/item category for which they are registered for availing the relevant benefits as stipulated herein above.

- (i) Self-certified copy of Udyam Registration Certificate;
- (ii) The concerned MSE is registered in the MSME databank and
- (iii) MSE is registered for the given scope of job/ procurement

d. MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/ item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

e. For all MSEs: i) District Industries Centre, (Acknowledgement of Entrepreneur Memorandum- EM Part-II)

- ii) Khadi & Village Industries Commission
- iii) Khadi & Village Industries Board
- iv) Coir Board
- v) National Small Industries Corporation (NSIC)
- vi) Directorate of Handicraft & Handloom
- vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.
- f. For Local MSEs:
 - i) District Industries Centre of Visakhapatnam
 - ii) District Industries Centre of Srikakulam / Vizianagaram / East Godavari district i.e. units located within 100 kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.
 - iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e., in (i) or (ii).

g. MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government authorized department. MSEs owned by Women are required to submit supporting documentary evidence.

13. PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS:

- a. Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/ guidelines.
- b. Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local MSEs) and non-local MSEs as below, subject to submission of documents as stipulated vide clause above. Further, the tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.
- c. Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer.
- d. The quantity distribution shall be done among the L-1 tenderer and other eligible tenderers (who are in the range of purchase preference and match the L-1 price), as below:
The allocation will be in the descending order with L-1 getting the highest share. Further, Purchase Preference to eligible MSEs & MII tenderers shall be followed as per Clause above. The distribution pattern for splitting the order into 2 / 3 / 4 parties will be broadly as indicated below:
In case of distribution for Ratio for Original Ranking L-1 L-2 L-3 L-4 L-5 L-6 L-7 L-8
Two parties : 70:30 ; Three parties : 60:25:15 ; Four parties : 50:25:15:10
Five parties : 40:25:15:10:10 ; Six parties : 35:20:15:10:10:10
Seven parties : 30:20:10:10:10:10:10; Eight parties : 25:15:10:10:10:10:10:10

However, capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources. In addition to the above, in case more than one party has the same rank, then their share will be added and equally distributed. For example, if distribution is to be made among six parties and two parties have the same ranking of L-2 i.e. the original rankings are L-1, L-2, L-2, L-3, L-4, L-5, then from the above table, the distribution shall be:

L-1 : 35 %; L-2 : 17.5 % i.e. $(20 + 15)/2 = 17.5$ %; L-2 : 17.5 %; L-3 : 10 %; L-4 : 10 %; L-5 : 10 %

Similarly, if three parties have the same ranking, viz. L-1, L-1, L-1, L-2, L-3, L-4, then the distribution shall be:-

L-1 : 23.33%, L-2 : 23.33% $(35 + 20+15)/3 = 23.33$ %, L-2 : 23.33%, L-3 : 10 %
L-4 : 10 %, L-5 : 10 %

However, in case of tie among the same ranking parties i.e. in a situation where ranking is L-1, L-1, L-2, L-3, L-3, L-3, L-4, and only four parties are to be considered for placement of order, the distribution shall be L-3 10% and only one party among the three L-3 parties to be selected through draw of lot in the presence of their representatives.

L-1 : 37.5 %, L-1 : 37.5 % $(50 + 25)/2 = 37.50$ %, L-2 : 15 %, L-3 : 10 %

e. MSE Purchase Preference to eligible tenderers in the order of preference given below (in the order of ranking within each preference category):

- a) Local MSEs – Till the total quantity on Local MSEs equals or exceeds 50%
- b) MSEs – Till the total quantity on MSEs (including Local MSEs) equals or exceeds 25%.
- c) Others

f. Illustrative distribution for quantity distribution based on the above principle is given in our official website, www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT)

g. Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible local SSI.

h. Quantity reserved for SC/ST /WOMEN owned MSEs: "Within the 25% of the tendered quantity reserved for MSEs, 4% shall be reserved for MSEs owned by SC/STs and 3% shall be reserved for MSEs owned by WOMEN, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs".

i. The above Purchase Preference clauses are to be read with OM No. F.1/4/2021-PPD dated 18.05.2023 and subsequent amendments if any 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. Benefits of MSE will be allowed only if seller is validated as MSE by Buyer after evaluation of documents submitted.

14. EMD/BID SECURITY:

In lieu of EMD/Bid Bond, the bidders are required to submit/upload Bid Security Declaration along with their Offer documents with an undertaking as follows on bidder's letter head duly signed mentioning the Bid No. and date:

BID SECURITY DECLARATION

(In Lieu of EMD)

Tender No.

Dt: MM-DD-YYYY

I/We have understood that, according to the conditions of 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 of 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. (or)

iii) Fail or refuse to comply with any other aspect of the tender which otherwise would have involved forfeiture of EMD.

(Signature)

In the capacity of:

(Legal capacity of person signing the Bid Security Declaration)

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 BSD"

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)

15. PERFORMANCE GUARANTEE BOND (VITAL):

a. The SELLER shall establish a Performance Guarantee (PG) Bond within 15 days of the issue of the Purchase Order (PO)/Letter of Acceptance (LOA), whichever is earlier The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per pro-forma at Annexure-1 of the ATC, for 5% (five percent) of the value of the total PO quantity on Landed Cost basis. No change in the prescribed pro-forma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with Performance Guarantee. The check list format is enclosed at Annexure-1 of the ATC.

b. The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation with a clause to enforce the same on their local branch at Visakhapatnam. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

c. The Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall

all remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful Bidder and the Buyer under the terms & conditions of Purchase Order(Acceptance to Tender)/ Contract.

d. The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.

e. The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of delivery of the last consignment.

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

g. The Performance Guarantee Bond shall be released after 90 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.

16. 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.

17. TEST cum GUARANTEE CERTIFICATE: The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly covering the relevant physical and chemical parameters, batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects. Test certificate shall be submitted from Government / 'Govt. approved' laboratory or own lab in case of ISO certified manufacturers.

18. LIQUIDATED DAMAGES: LD shall be as per GeM GTC. 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. ESTABLISHMENT OF CREDIBILITY OF NON-ENLISTED/NON-ASSESSED VENDORS:

If a tenderer who responds to this bid is presently not enlisted with RINL-VSP as an approved Vendor for the tendered item/ MGP in which the tender is issued, and/or those tenderers for whom Vendor Assessment is not done by GeM for the category of the tendered item, has to upload the following documents in the Offer/Bid in GeM:

i) Self-certified UDYAM registration certificate for the same/similar tendered item(s) for MSMEs.
(or)

Notarized Statutory manufacturing / service industry registration certificate, i.e. EM-Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.

ii) Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private/Public Limited companies.

(or)

Notarized Copy of Partnership deeds in case of Partnership firms and GST in case of proprietor firm

iii) Notarized copy of GST registration certificate and PAN card copy in the name of company in case of Limited companies and Partnership firms or in the name of individuals in case of Proprietary firms.

iv) Self-certified Financial worth and Audited Financial statements (Balance sheet and profit and loss statements) for the last three (3) years.

v) Self-certified copies of Purchase Orders/Contracts for the same or similar tendered item/s.

vi) Self-certified ISO Certificate, if any.

Vendor Assessment Report has to be submitted by the bidders for whom Vendor Assessment is already done by GeM for the category of tendered item.

Note: In case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from concerned Govt. Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.to iv) to vi) above. The above is subject to the condition that the firm has the required manufacturing, testing and inspection facilities and the following documents to be submitted:

a) Details of Manpower and Machinery (Self Certified).

b) Details of Testing and Inspection facilities available (Self certified).

However, for the items related to public safety, health, critical security operation and equipment, etc., relaxation shall not be applicable

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL/VSP as approved vendor for the tendered item/ MGP in which the tender is issued, and/or those tenderers for whom Vendor Assessment is not done by GeM for the Category of tendered item. The tender/Offer of non-enlisted/non-assessed vendor shall be rejected in case of non-submission or in

complete submission of the above documents except (vi) or RINL/VSP finds that the credibility 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 / VSP so desires. RINL / VSP's decision in this regard is final.

20. **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 Contract / Purchase Order 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 Contract / Purchase Order 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.

21. **RISK PURCHASE:**The PURCHASER reserves the right to take Risk Purchase action at the risk and cost of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfill the contractual obligation.

In the event of the PURCHASER terminating the Contract / 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 and/or any loss which the Purchaser may sustain on account of risk purchase, but the Contractor shall not be entitled to any gain on such purchase made against such default. However, in case of part termination of Contract/Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Contract/Purchase Order to the extent it is not terminated under the provisions of this Clause.

22. **RECOVERY OF SUMS DUE:**Whenever under this Contract / Purchase Order 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 Contract / 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 Contract / Purchase Order.

23. **GENERAL:** The Seller/Contractor shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the Contract/Purchase Order. Any approval which the Inspector may have given in respect of the Stores (whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.

24. **TRANSFER AND SUB-LETTING:**The SELLER shall not sublet, transfer, assign or otherwise part with the Contract/ Purchase Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor's account and at his risk and cost.

25. **WAIVER:**Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

26. **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".

27. **DOCUMENTS TO BE UPLOADED:** Bidder/Seller during bid participation in GeM:

- i) In place of EMD/Bid Bond, the bidders are required to submit/upload "Bid Security Declaration" as mentioned above, maintaining the verbatim, on firm letter head- VITAL and also 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 BSD"
- ii) Bid Document along with ATC duly signed and stamped on all the pages-VITAL.
- iii) PQC documents- VITAL
- iv) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- v) Credentials of the bidder/seller (who are not enlisted in RINL and not assessed by QCI/GeM for the tendered item as mentioned above) viz., Self-certified Udyam in case of MSME manufacturer, in case of Lar

ge scale manufacturer-self declaration of the same, notarized GST, notarized PAN, notarized COI&MOA/Partnership/Proprietorship deed, self-certified PO copies for tendered item, self-certified audited financial statements for the last 3 years.

vi) Authorization Certificate from original manufacturer, duly signed, to be submitted by Resellers/Traders in prescribed format as mentioned above.

vii) MII Certificate indicating the percentage of local content and the details of location at which local value addition made as per Order No.P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from DPIIT, Govt. of India. GeM Vendor Assessment report for the tendered item, if available.

viii) Filled in format for Non-Collusive Tendering Certificate and format for undertaking to be submitted/uploaded by bidder along with the tender documents

The offers of the bidders who fail to submit 'Vital documents' are liable for rejection.

28. Punitive Actions:

i. If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL tenders for a period of 5 (five) years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.

ii. In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

29. Force Majeure: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities") and provided notice of the happenings of any such eventuality (duly certified by

International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought Out components and stores as the Contractor may, with the concurrence of the Purchaser, elect to retain.

30. BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED SUPPLIER / CONTRACTORS:

A. RINL may ban/ suspend the Business Dealing with the agency / remove the agency from the list of registered supplier/ contractors (with / without inter connected agencies) at any stage of the contract viz. Tendering, Awarding, Execution and during or even after expiry of Defect Liability Period/ Warranty/ Guarantee Period on the following grounds:

(a) If the Agency has been convicted of an offence under:

i) The Prevention of Corruption Act, 1988; or

ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

The Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt

. of India;

(b) If it is determined that the Agency has breached the code of Integrity, the Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;

(c) In case of violation/ transgression of Integrity Pact (IP);

(d) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

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

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

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

(h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

(i) If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

(j) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and or forging / forging / tampering of documents;

(k) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RINL) or its official in acceptance / performances of the job under the contract;

(l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

(m) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (RINL) or not;

(n) Based on the findings of the investigation report of CBI/ Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RINL) or even otherwise;

(o) Established litigant nature of the Agency to derive undue benefit;

(p) Continued poor performance of the Agency in several contracts;

(q) If the Agency misuses the premises or facilities of the Company (RINL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. RINL may decide to ban/suspend business dealing for any good and sufficient reason. Any other banning clauses mentioned elsewhere in the Tender Documents shall also be considered as a ground for banning/suspension of business dealing.)

B. 'Inter-connected Agency' shall mean two or more agencies having any of the following features:

(a) If one is a subsidiary of the other.

(b) If the Director(s), Partner(s) Manager(s) or Representative(s) are common;

(c) If management is common.

(d) If one owns or controls the other in any manner.

C. Any allegation(s) against an agency with good and sufficient reasons for banning business dealings with the agency, except for banning of business dealings with foreign suppliers of coal/ coke, shall be put up to Standing Banning Committee (SBC) of RINL for investigation.

D. In case of removal of the agency from the list of registered vendors/ contractors of RINL, the agency shall not be disqualified from competing in Global/ Open Tender Enquiries (GTE/OTE) but Limited Tender Enquiry (LTE)/ Single Tender Enquiry (STE)/ Short Open Tender (SOT) may not be given to the agency concerned.

E. If the allegations against any agency are of a serious nature, RINL may suspend business dealings with the agency (with / without inter connected agencies) pending investigation, with/ without any show cause notice. The suspension shall be for a maximum period of nine months (six months initial extendable by three months in case investigations are not completed) or till the decision of SBC, whichever is earlier. In case of suspension of the agency, RINL may consider to discontinue all the existing contract(s) with the agency. During the period of suspension, no further business dealing including placement of orders against tenders under finalization shall be made with the agency w.e.f. the date of suspension.

F. After issue of suspension order, till the conduct of the agency is under investigation, RINL will not entertain any correspondence / argument from the agency (except receiving reply to the show cause notice).

G. If the agency desires some information / clarification or desires to see any document before replying to the show-cause notice, the agency may appear in person in the Standing Banning Committee meeting on the stipulated date and time wherein the agency will be furnished the desired information including sharing of relevant document. If the agency requests for inspection of any relevant document in possession of RINL, necessary facility for inspection of documents will be provided. The agency may correspond only with the SBC.

H. Convener SBC shall issue notice to the agency asking him/her to attend the meeting in person or informing him/her that he/she may send his/her representative. The date, time and venue of the meeting shall be clearly mentioned in the notice. To meet the ends of 'Natural Justice', two opportunities will be given to the agency to send their representative. In case of failure, SBC can proceed ex parte.

I. Opportunity will be given to the agency to submit any documents or evidence in his defense to SBC. Cross examination of the agency if required shall also be done by SBC.

J. The Banning Order based on the investigation by SBC shall be issued to the agency. In case of Banning of Inter -connected agencies the copy of the Banning Order shall be sent to known inter- connected agencies also.

K. Banned/Suspended agencies are not eligible for submission of quotations/offers against any type of tender (GTE/OTE/LTE/STE/SOT) during the period for which they have been suspended/banned for business dealings with RINL and if submitted, those quotations/ offers will be treated as unsolicited and shall not be considered.

L. The agency may file an appeal against the Banning Order to CMD-RINL within 30 days from the date of issue of the Banning Order.

M. Agency, may seek review of the banning order passed originally by RINL, either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, upon disclosure of new facts / circumstances or subsequent development necessitating such review.

N. RINL may decide to circulate the name of agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

O. If business dealing with any agency has been banned by the Central or State Government or any other Public Sector Enterprise, RINL may, without any further enquiry or investigation, issue an order banning business dealing with the agency and its inter-connected agencies.

Note: 'Party / Contractor / Consultant/ Supplier / Purchaser / Customer/ Bidder/ Tenderer' is indicated as 'Agency'.

31. **ARBITRATION CLAUSE:** All disputes or differences whatsoever arising between the parties out of or re

relating to the construction, meaning and operation or effect of this contractor breach thereof shall be settled

by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

32. In case there is delay in release of GeM contract from Buyer's end, suitable Letter of Acceptance/SAP Purchase Order shall be issued prior to release of GeM contract. Bidders are bound to accept the same and commence the supplies as per delivery schedules indicated therein.

33. All internal transactions and accounting at Buyer's end like Daybook, GARN, GST payment etc. shall be done in SAP PO only.

34. Offer Validity Required: Offer that is valid for shorter period other than mentioned in the bid document shall be rejected as non-responsive.

35. 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 Tenders MM 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.

36. The terms & conditions of this Buyer added Bid Specific ATC supplements/supersedes those of GeM GTC.

Annexure-1

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 OUTSTATION) 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-530 031

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 in

forceable 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	(n
ame 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 Hard copy of Original BG received in sealed cover and as per approved format of VSP from issuing bank along with SFMS message? Yes/No
2. Is Scanned Copy of Signed Original BG received from Issuing Bank E-mail? Yes/No
3. Is content of Original BG and Scanned Copy BG received as above are verified and ensured both are same in Toto. Yes/No
4. Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) who are having SFMS facility ? Yes/No
5. Is the BG executed on stamp paper of adequate value under the relevant state rules ? Yes/No
6. Is the stamp paper obtained in the name of the bank issuing the BG ? Yes/No
7. Is the date of sale of stamp paper prior to the date of the BG ? Yes/No
8. Does the BG refer to the concerned agreement / Tender(MOU or sale agreement) with reference to which the BG is issued ? Yes/No
9. Does the BG bear the number, date and seal of the issuing Bank ? Yes/No
10. Does BG Contains the clause for Enforceability of the same at Visakhapatnam or respective place of R

INL BSO? Yes/No

11. Does the BG bear the details (Address, Email, Phone No. of Branch etc.) of Issuing Bank / Branch, Enforceability Branch & Advising Branch? Yes/No

12. Is the BG signed on all pages ? Yes/No

13. Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ? Yes/No

14. Whether the BG validity period is as per the concerned contractual requirement ? Yes/No

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

Signature of the Tenderer

Guidelines for handling of Bank Guarantees (Other than EMD-Bank Guarantees)

1.1 The Details of BG Advising Bank for sending confirmation of BGs in Structured Financial Messaging System (SFMS) mode is 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

In case of New BG, SFMS Message type (MT) should be "760" and in case of Extension or Amendment SFMS Message type (MT) should be "767"

1.2 The email address of issuing bank and local enforcing bank to be indicated along with their addresses in the BG format.

1.3 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to concerned Tender / Contract Dept.'s Email id specified in the tender document.

Details of RINL Tendering Executive:

psaisree@vizagsteel.com

P.Sai Sree

Dy.Manager (MM - Purchase)
Administration Building - 3rd Floor
Rashtriya Ispat Nigam Limited (RINL),
Visakhapatnam Steel Plant (VSP),
Visakhapatnam - 530031
Andhra Pradesh, India

1.4 All Bank Charges levied by Advising Bank for confirmation of BGs in SFMS mode relating to Vendor/Supplier/Customer are to RINL Account.

1.5 All vendors are informed that Issuing Bank should submit the BGs to concerned department of RINL along with

1. SFMS Message of issuing Branch.

2. Scanned copy of signed Original BG is to be sent to concerned E-mail address of Tendering / Operating Dept. as mentioned in the Tender Document / Contract.

Annexure-2

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorized person on the Tenderer's behalf)

To

RINL-VSP.

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. () Date ()}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "T

ender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

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

i) Prices;

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

iii) An intention or decision to submit a bid;

iv) An intention or decision to withdraw a bid;

v) The submission of bid that does not conform with the requirements of the tender;

vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and

vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded.

We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place -----.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:

Name: Position:

Annexure-3

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 (RINL), 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 RINL and initiating any legal action as deemed fit by RINL. 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 RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

(a) RINL, Place;

(b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ----- ;

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

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

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

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

अस्वीकरण/Disclaimer

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---