

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-04-2026 12:30:00
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	BF HOT METAL LADLE REFRACTORIES SET ON SUPPLY CUM APPLICATION BASIS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	HOT METAL LADLE REFRACTORIES
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Commercial Dosa Hot Plate, Hot Rolled Strips Flats
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• High Alumina bricks (RINL)</li> <li>• Mullite bricks (RINL)</li> <li>• High Alumina Bricks-IS: 14313</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	4
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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).	19

(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 :**

RINL

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

**विभाजन/Splitting**

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	70%:30%

**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 MSE purchase preference	70
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### Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	***** , ***** , ***** , ***** , ***** , ***** , ***** , *****

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 70% (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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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

v. 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

**BF HOT METAL LADLE REFRACTORIES SET ON SUPPLY CUM APPLICATION BASIS ( 20 set )**

(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	<a href="#">Download</a>
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

DrawingDocument1	<a href="#">View</a>
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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)
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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	Kondeti Pullayya	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	<table border="1"> <thead> <tr> <th>मात्रा /Quantity</th> <th>प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after</th> <th>डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by</th> </tr> </thead> <tbody> <tr><td>2</td><td>1</td><td>60</td></tr> <tr><td>2</td><td>61</td><td>90</td></tr> <tr><td>2</td><td>91</td><td>120</td></tr> <tr><td>2</td><td>121</td><td>150</td></tr> <tr><td>2</td><td>151</td><td>180</td></tr> <tr><td>2</td><td>181</td><td>210</td></tr> <tr><td>2</td><td>211</td><td>240</td></tr> <tr><td>2</td><td>241</td><td>270</td></tr> <tr><td>1</td><td>271</td><td>300</td></tr> <tr><td>1</td><td>301</td><td>330</td></tr> <tr><td>1</td><td>331</td><td>360</td></tr> <tr><td>1</td><td>361</td><td>390</td></tr> </tbody> </table>	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by	2	1	60	2	61	90	2	91	120	2	121	150	2	151	180	2	181	210	2	211	240	2	241	270	1	271	300	1	301	330	1	331	360	1	361	390
मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by																																								
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## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

FOR "SUPPLY & APPLICATION OF BF HOT METAL LADLE REFRACTORY SET"

1.0 BID SECURITY :

1.1. 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 as Annexure-I to ATC of Bid document. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.

1.2. 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.

1.3. 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.

1.4. 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).

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

However, they would be required to establish Performance Guarantee Bond in case they are successful in the tender.

1.5. Evaluation in GeM shall be made on Landed cost basis including supply and application. Tenderer to submit their prices for both material supply and application separately post REA. Offers received from the VSP registered vendors of Material Group/Subgroup 67033 (REFRACTORIES FOR HOT METAL LADLES) will only be considered for evaluation. This Bid ATC supplements/supersedes GeM GTC.

1.6. The price of the Material offered (Total Price for Supply and Application together) should be quoted in Indian Rupees i.e. all inclusive unit price on Landed basis as per GEM terms and conditions. The price should be quoted for FOR VSP Stores.

1.7. The Bids received from common IP address shall be summarily rejected, without any further notice

1.8. Bidder shall have minimum 20% Domestic Value Addition (Class-I or Class-II Local Supplier as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI) and shall submit declaration as per Format at Annexure-II of this ATC along with their Techno-Commercial bid.

1.9. 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. Refer Annexure-III for complete details in this regard. Bidder shall submit the self-declaration as per format at Annexure-IIIA of ATC inter alia that the bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

1.10. Tenderers who may be a Supplier offering on behalf of a principal Manufacturer, shall furnish in original the Letter of Authority of the concerned Manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such Tenderers shall, in addition, furnish all the data as called for in Cl.No.2.0 above. The Letter of Authority should be as per the format enclosed at ANNEXURE-IV of this ATC of Bid Document and this should be submitted along with their Techno-Commercial bid.

1.11. Only one offer should be received from each principal Manufacturer either directly or through their agents. In case more than one offer is received from the same principal Manufacturer, then, all the offers of the same principal manufacturer will be rejected including the direct offer, if any.

1.12. 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 (two) years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

## 2.0 PERFORMANCE GUARANTEE:

2.1. Guarantee Life: 475 heats/Set i.e. supplier shall stand guarantee for the performance of 475 heats life per Set.

2.2. Cut-off Life: 318 heats/Set.

3.0 Basis of payment for BF HOT METAL LADLE REFRACTORY SET shall be as mentioned in SCOPE OF WORK FOR SUPPLY & APPLICATION OF BLAST FURNACE HOT METAL LADLE (BF HML) REFRACTORIES which is attached in BID.

## 4.0 SPECIFICATIONS:

4.1. RINL/VSP requires Refractory for BF HOT METAL LADLE REFRACTORY SET on Supply & Application basis as per the Technical Specifications / Scope of Work mentioned in the "SPECIFICATION" Document of this Tender.

4.2. Specifications / Scope of Work offered in a manner superior to those desired by RINL/VSP will not receive

ve any extra credit / weightage.

4.3. In the event of an order materializing, the supplies should be as per the Specifications Guaranteed by the Bidder and included in the Acceptance to Tender. The quality of the material to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications of the Acceptance to Tender

5.0 QUANTITY: The PURCHASER intends to purchase 20 SETS of Refractory for BF hot metal ladle refractory set conforming to Technical Specifications/Scope of Work mentioned in the "SPECIFICATION" Document.

6.0 NO. OF SOURCES: (TWO-2): The tendered quantity shall be taken from Two Techno-Commercially acceptable (TA & CA) Tenderers subject to matching of the TA L1 Landed Net of Input Tax Credit Price (LNIP) per Set by TA L2, TA L3 Tenderers, etc. in the order of ranking and the tendered quantity will be distributed in the ratio 70:30 approx. RINL/VSP reserves the right to place order on single / multiple sources

7.0 QUOTING OF PRICES:

7.1. The price of the Material offered (Total Price for Supply and Application together) should be quoted in Indian Rupees on per Set basis i.e. all inclusive unit price on Landed basis as per GEM terms and conditions. The price should be quoted for FOR VSP Stores, Visakhapatnam. After the Reverse e-auction is conducted, the lowest bid Tenderer shall submit the break - up of Landed Price as per Annexure-IX.

7.2. The prices quoted by the Tenderer should be firm till completion / execution of order.

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

8.0 Price Firmness : Prices quoted by the tenderer shall be firm and fixed for the entire period of Tenderer's performance of the Purchase Order and shall not be subject to any variation on any account (VITAL). The payment shall not exceed the LNIP so arrived in INR.

9.0 EVALUATION OF THE OFFERS Evaluation shall be done on overall basis for the BF HOT METAL LADLE REFRACTORY SET (including supply & application) on Landed Value basis.

9.1. The Technically and Commercially Acceptable offers submitted shall be evaluated on Landed Value for Supply and Application basis together at Visakhapatnam Steel Plant, Visakhapatnam and the decision of the RINL,VSP in this regard shall be final and binding.

9.2. In case of supply of Goods or Services on which, RINL,VSP is eligible to avail GST Input Tax Credit, evaluation of the Tender shall be done on the basis of Landed Cost excluding GST i.e., Landed Net of Input Tax Credit Price (LNIP) basis.

In case supply of Goods or Services on which RINL,VSP is not eligible to avail GST Input Tax Credit, the applicable GST payable by RINL,VSP (in case of Unregistered Taxable Supplies) or GST to be charged by the Registered Taxable Tenderer as applicable, shall be added to the Landed Cost for evaluation purposes.

9.3. The Tenderer shall decide whether the Services for supply of the Tendered item(s) on Set basis is to be treated as 'Composite Supply' (or) 'Mixed Supply' and indicate the same in their Offer.

9.3.1. In case the Tendered item(s) on Set basis is treated as Composite Supply, the Tenderer shall identify the predominant item in the BOM and indicate in their offer. The % of GST applicable for the predominant item shall be applicable for all the Items of BOM for evaluation. If Freight Rate and Application Charges are separate items, the GST rate would be the applicable rates for Service. If the Application Charges are part of the total rate for Set then, GST rate applicable for the predominant item shall apply for the Application Charges also and accordingly, the evaluation shall be carried out.

9.3.2. In case the Tendered item(s) on Set basis is treated as Mixed Supply, the highest % of GST applicable for any of the item in the BOM shall be applicable for all the Items of BOM, Freight Rate and Application Charges. The Tenderer shall indicate the same in their offer.

9.3.3. The Tenderer shall indicate the HSN Code and % GST applicable against each Item of the BOM.

10.0 DELIVERY: As per Bid.

10.1. The delivery schedule indicated below for 20 Sets of "BF HOT METAL LADLE REFRACTORY SET" is tentative. The Tenderers shall confirm delivery schedule as per tender.

However, the actual delivery would be regulated by RINL, VSP as per the site / plant production requirement from time to time. RINL/VSP reserves the right to revise / prepone / postpone the delivery schedule depending upon its requirements, without any additional financial implication to RINL,VSP.

10.2. The period of delivery is the essence of the PO. The date of receipt of material at PURCHASER's stores shall be the date of delivery in respect of each consignment.

11.0 PAYMENT TERMS:

11.1. Supply part:

i) Initial 80% of Basic Price of Set along with 100% GST and Freight shall be released Set-wise within 60 days (21st day for Local Micro and Small Enterprises (MSEs) and 45th day for Non local MSEs subject to submission of documents as stipulated vide Clause: 17.2.1 below) of receipt and acceptance of Material against GARN. However, 80% payment shall be payable only after receipt of complete material of a Set at VSP Stores.

ii) Balance 20% of Basic Price of Set shall be released within 21 days of submission of bills supported by the Performance Report duly certified by HOD(REDE) (or) his authorized representative and GARN, after adjusting bonus/penalties, if any, as per the Scope of Work.

The Supplier shall raise invoice for 100% of the Basic Price of the Set material along with 100% GST and submit an undertaking/consent as per the Format at Annexure - X authorising RINL,VSP to withhold payment of balance 20% of Basic Price of Set as 'Performance Retention Deposit' which shall be payable on fulfilme

nt of contractual obligations like Performance/achievement of Guaranteed life, etc (as applicable) as per the payment terms indicated in the PO.

#### 11.2. Application part:

a) Initial 90% of Application Charges along with applicable GST i.e.90% of the GST on the Application Charges shall be released within 21 days of submission of bills duly supported by satisfactory Performance Report of Application certified by HOD (RED) (or) his authorized representative after handing over of each lined ladle.

The Supplier shall submit the bills to Finance dept. at least 15 (fifteen) days before due date of payment.

b) Balance 10% of Application charges along with applicable GST i.e. 10% of the GST on the Application Charges shall be released within 7 (seven) days of submission of bills supported by clearance certificate from Contract Labour Cell (CLC) of RINL,VSP.

Basis of payment for BF HOT METAL LADLE REFRACTORY SET shall be as mentioned in SCOPE OF WORK FOR SUPPLY & APPLICATION OF BLAST FURNACE HOT METAL LADLE (BF HML) REFRACTORIES which as attached in BID

12.0 RINL, VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from GEM website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on GEM website.

13.0 Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the right:

a) To accept or reject the lowest tender or any other tender or all the tenders;

b) To accept any tender 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 as per Clause 16.0 of ATC below and subject to submission of documents as stipulated therein.

14.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS: At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments Or Corrigendum will be notified on GEM website at regular intervals. Therefore the Tenderers should refer to GEM website regularly for any corrigendum.

15.0 Specifications/Scope of Work and Drawing for the Tendered Item are placed in Specification document of this Tender.

16.0 LETTER OF ACCEPTANCE OF TERMS & CONDITIONS OF TENDER:

16.1. Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at ANNEXURE-V of Open Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions.

16.2. No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

17.0 PURCHASE PREFERENCE:

17.1. Purchase Preference will be accorded to Micro & Small Entrepreneurs (MSEs/SSIs) and Make in India Class-1 Local Suppliers (MII Class-1) as per the prevailing Orders / procedure of Govt. / RINL. Purchase preference is accorded to Micro & Small Entrepreneurs (MSEs/SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide Cl.No. 17.2.1 below.

17.2. Condition for availing benefit is detailed under Cl.No. 8.0 of Detailed Terms and conditions of Invitation to Supply Tender (Ref VSP's web site: [www.vizagsteel.com](http://www.vizagsteel.com)) and Cl. No.11.0 above by Micro & Small Entrepreneurs (SSIs):

17.2.1. The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits as stipulated at Cl.No.17.2 above.

a) District Industries Centre of Visakhapatnam.

b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.

c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

17.3. Purchase preference is accorded to Class-I local supplier, subject to their quoted price falling within 20% of L1 price, as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI. In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020, then they have to submit affidavit in stamp paper as per the format in Annexure-IIA within 15 days from the date of LOA / Acceptance to Tender (PO), whichever is earlier.

17.4. For the purpose of this tender, 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.

**18.0 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. The successful Tenderer shall ensure submission of GST bills on complete set/Unit (as per ITT) basis linking with the corresponding documents without fail. 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. 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. 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.

#### 19.0 PLACEMENT OF ORDER:

19.1. When the offer of a Tenderer is found Technically and Commercially acceptable, RINL will issue a Letter of Acceptance (LOA) followed by Purchase Order / Acceptance of Tender to the successful Tenderer, indicating the following:

- a) The quantity and price of material intended to be purchased.
- b) The desired delivery schedule.
- c) The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
- d) And other Terms and Conditions

19.2. It may be noted that all post order activities (that is regularizing SAP order with individual BOM, material receipts & GRN, Bill processing and any other post order activity) shall be done outside GEM over RINL VSP's SAP or SRM platform. Separate Orders shall be placed for Supply and Application in RINL's SAP.

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

1. This Bid document along with ATC, duly signed and stamped by bidder on all pages, confirming acceptance & all requisite Annexures.
2. Specification document, duly signed and stamped by bidder
3. Bid Security Declaration as specified at Para 1.0 above as per ANNEXURE-I of ATC.
4. Documents in support of eligibility of un-enlisted vendors of VSP as specified at Para 2.0 above
5. Documents for credentials of un-enlisted vendors of VSP as specified at Para 3.0 above
6. Letter of Authority from the Manufacturer as per ANNEXURE-IV of ATC
7. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at ANNEXURE-V of the ATC.
8. Declaration of particulars as sought at ANNEXURE-VI of the ATC.
9. CHECK LIST as at ANNEXURE-VII of ATC
10. Integrity Pact (as per the Format provided in this Bid) duly signed & stamped on all pages
11. Certificate issued by Statutory / Cost Auditor as per ANNEXURE-II of ATC.
12. Self-Declaration by bidder as per ANNEXURE-IIIA of ATC.

20.1. Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

20.2. Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.

21.0 LANGUAGE OF THE BID: The offer and complete correspondence must be effected only in English language. The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the tenderer and RINL/VSP, shall be written only in the English language, provided that any printed literature furnished by the tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

22.0 Offers which deviate from the vital conditions (as illustrated below) of the tender shall be rejected.

- a) Non-Submission of Bid documents as per Para 27 above duly signed and stamped.
- b) Incomplete offers, without appending signature on the offer and the prescribed formats.
- b) Variable price being quoted against requirement of firm and fixed price
- d) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this Tender Document.

e) Offers not confirming the acceptance of Integrity Pact.

23.0 In case any Tenderer is silent on any clauses mentioned in this tender document, RINL/VSP shall consider that the tenderer had accepted the clauses as per this Invitation to Tender. There shall be no indication of the prices in the Techno-Commercial Bid. If prices are indicated there, such offer are liable to be rejected.

#### 24.0 COMPLETENESS OF THE TENDER:

Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable for rejection.

#### 25.0 ETHICS:

25.1. If it comes to the notice of RINL/VSP 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/VSP tenders for a period of 5 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 VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.

25.2. The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for the purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

25.3. In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened or after finalization of contract punitive action shall be taken as per prevailing guidelines.

#### 26.0 TDS CERTIFICATE:

26.1. The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the contract. The certificate shall be valid on the date of credit/payments whichever is earlier.

26.2. The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.

26.3. In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.

26.4. However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.

#### 27.0 PAYMENT OF ALLOWANCES TO CONTRACT LABOUR:

27.1. It is assumed that the bidders/Contractors have familiarised themselves about all the payments to be made to the contract workers, whether statutory or otherwise and considered the same in their offer before submitting their quote.

27.2. The successful Tenderer shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract labour cell and Safety engineering dept of VSP which are subject to changes from time to time. The successful Tenderer should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to successful Tenderer's account. Successful Tenderer to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the successful Tenderer of any responsibility, liability or obligations under the contract and the successful Tenderer shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the successful Tenderer or his agents and workmen. The Penalties in case of Safety violation is given at ANNEXURE-XII of Open Tender Document.

28.0 INSPECTION TYPE: Not Required.

#### 29.0 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.

29.1. 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.

#### 30.0 PERFORMANCE GUARANTEE BOND:

30.1. The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Dy. General Manager (MM-Purchase), RINL, VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOA / Acceptance to Tender(PO), whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at ANNEXURE-VIII of the ATC, for an amount covering 5% (Five percent) of Landed cost of the order. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is accepted.

able. Further, the SUPPLIER is required to submit the duly filled in check list for BG along with the BG. The check list format is given at Cl.No.30.8 below. Guidelines for handling Bank Guarantees received through Structured Financial Messaging System (SFMS) mode are also available in ANNEXURE-VIII.

30.2. The Performance Guarantee Bond should be established in favour of PURCHASER 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 their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

30.3. This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender.

30.4. The SUPPLIER 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.

30.5. 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.

30.6. The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of at least 180 (one hundred and eighty) days from the date of receipt of the last consignment of the MATERIAL. The BG should be signed on all pages by the concerned Officer(s) of the Bank whose Name, Designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the SUPPLIER, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

30.7. Performance Guarantee Bond shall be released after 120 days from the date of receipt of last consignment (or) 30 days after consumption of the total material supplied, whichever is later, subject to clearance from the User Department and settlement of claims on account of demurrage/despatch relating to loadport and disport for all shipments (on account of overloading/demurrage, in case of rail/road despatches) under the Purchase Order.

30.8. The following checklist shall also be submitted, while submitting PG Bond:

#### CHECK LIST FOR BANK GUARANTEES (BG)

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No/PO No. / (MOU or Sale Agmt):

Name of the Bank issuing BG:

Branch issuing the BG:

BG Internal No.

BG No.:      BG Date:

BG Value:      BG Validity/Expiry Date:

Sl.No. CHECK POINT YES / NO

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?

2 Is Scanned Copy of Signed Original BG received from Issuing Bank E-mail?

3 Is content of Original BG and Scanned Copy BG received as above are verified and ensured both are same in Toto.

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?

5 Is the BG executed on E-Stamp/ Stamp Paper of adequate value?

6 Is the stamp paper/E-Stamp obtained in the name of the Bank issuing the BG?

7 Is the date of sale of stamp paper prior to the date of the BG?

8 Does the BG refer to the concerned agreement/tender/(MOU or Sale Agreement), as per approved format of VSP any, with reference to which the BG issued?

9 Does the BG bear the number, date and seal of the issuing Bank ?

10 Does BG Contains the clause for Enforceability of the same at Visakhapatnam?

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

12 Is the BG signed on all pages ?

13 Whether the name, designation & code number of the officers signing the BG are mentioned against the signatures of respective officers ?

14 Whether the BG validity period is as per the concerned contract ?

15 Whether confirmation from Encashing/Enforceability Branch is received by Contract Dept. in case BG Issuing Branch and Encashing / Enforcing Branch are different?

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

Signature and Seal of the Supplier

Date: .....

31.0 "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."

#### 32.0 LIQUIDATED DAMAGES:

To recover from the SUPPLIER /CONTRACTOR, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores exclusive of Taxes & Duties which the SUPPLIER /CONTRACTOR has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores /item(s).

#### 33.0 DEFAULT:

Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER 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 suspended 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 SUPPLIER in every way. In such a case, the SUPPLIER 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 SUPPLIER's default. This Clause is however subject to Force Majeure Cl.No.43.0 herein below.

#### 34.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in Cl.No. 33.0 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender 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 SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

#### 35.0 RECOVERY OF SUMS DUE:

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

#### 36.0 RESPONSIBILITY:

The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

#### 37.0 PAYMENT OF ALLOWANCES TO CONTRACT LABOUR

37.1. It is assumed that the Bidders/Contractors have familiarized themselves about all the payments to be made to the contract workers, whether statutory or otherwise and considered the same in their offer before submitting their quote.

37.2. The successful Tenderer shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract labour cell and Safety engineering dept of VSP which are subject to changes from time to time. The successful Tenderer should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to successful Tenderer's account. Successful Tenderer to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the successful Tenderer of any responsibility, liability or obligations under the contract and the successful Tenderer shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the successful Tenderer or his agents and workmen.

37.3. It is assumed that the Bidders/Contractors have familiarized themselves about all the payments to be made to the contract workers, whether statutory or otherwise and considered the same in their offer before submitting their quote.

37.4. The successful Tenderer shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract labour cell and Safety engineering dept of VSP which are subject to changes from time to time. The successful Tenderer should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to successful Tenderer's account. Successful Tenderer to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the successful Tenderer of any responsibility, liability or obligations under the contract and the successful Tenderer shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the successful Tenderer or his agents and workmen. The Penalties in case of Safety violation is given at Annex-XI of the tender document.

37.5. Penalty for delayed payment / non-payment of wages: If the contractor fails to pay wages within the stipulated time i.e. by 7th of the subsequent month, a penalty of 1% of the gross wages (Basic, DA & Overtime (if any) except any other allowance) of the workers will be levied for every day of lapse subject to a maximum of 10% in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual / habitual default.

37.6. Payment of wages through banks: The contractor shall pay wages not less than the minimum wages notified by the appropriate Government from time to time to the workers deployed by him. The payments shall be made on the due dates either by way of crossed cheques or crediting the wages to be bank accounts of the concerned contract workers. Proof of such payment shall be submitted by the contractor to the Engineer-in-charge by 10th of the subsequent calendar month.

#### 38.0 TRANSFER AND SUB-LETTING:

38.1. The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Supplier

contravening this condition, the Purchaser shall be entitled to cancel the Order and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.

38.2. In case of sub-letting, it shall not relieve the Supplier of any responsibility, liability or obligations under the contract and the Supplier shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the supplier or his agents and workmen.

38.3. The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.

38.4. Supplier has to fulfill the conditions laid down by Safety Engineering Department (SED) of PURCHASER for carrying out application job. For non-compliance of Safety Appliances penalty shall be levied as per the norms fixed by SED of VSP and which is subject to change from time to time.

38.5. The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Engg. Dept of PURCHASER which are subject to changes from time to time.

38.6. In case the supplier is required to sublet the application work to a sub-agency, then in such cases the responsibility of fulfillment of statutory requirements of CLC & SED of PURCHASER as mentioned above, fulfillment of performance guarantee, ensuring supervision during relining and while in circulation, payment of wages to workers in case of failure to do so by the sub-agency etc. shall be with the supplier.

#### 39.0 CLEARANCES:

It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export/sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL,VSP.

#### 40.0 TAXES AND DUTIES:

40.1. The prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date of submission of tender. The prices shall remain firm and fixed during the period of the contract. 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. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit. 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.

#### 41.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Order supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

#### 42.0 WAIVER:

Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the PURCHASER may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the PURCHASER will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the SUPPLIER or receiving of or payment by the PURCHASER for the MATERIAL under this Contract, will not be deemed a waiver of any rights for any prior failure by the SUPPLIER to comply with any of the provisions of the Contract.

#### 43.0 FORCE MAJEURE:

If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times 60 days, during which production, loading or discharge is prevented by any such causes as herein above mentioned. Provided further that if the performance in whole or in part of any obligations under this Acceptance to Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, non-affected party may at its option terminate the contract.

The party (Affected Party) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (Non-Affected Party) on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party / Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

#### 44.0 ARBITRATION:

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act,1996.

#### 45.0 LEGAL INTERPRETATIONS:

45.1. The Order and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

45.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2020" shall be applied.

46.0 In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2 017-PP (BE-II) Dt. 04.06.2020, then the Supplier has to submit affidavit in stamp paper as per the format in Annexure-IIA within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.

#### 47.0 LIABILITY OF GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order and covenants not to sue the Govt. of India in any manner, claim, cause of action or thing whatsoever arising of or under this Order.

#### 48.0 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.

#### 49.0 VALIDITY OF OFFER:

Each tenderer shall keep his offer firm and valid for acceptance by RINL/VSP for a period of 90 (Ninety Days) days from the actual date of opening of tender.

50.0 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](http://www.vizagsteel.com) (Both are available at [www.vizagsteel.com](http://www.vizagsteel.com) > Tenders > MM Tenders >Detailed terms and conditions of Invitation to Tender (ITT) ).

Any Contradiction between the terms in this Tender document, GCC and Detailed Terms and Conditions Of Invitation To Supply Tender, the terms in this Tender document shall prevail to the extent of such contradiction.

51.0 INTEGRITY PACT: The tenderer is required to unconditionally accept the "Integrity Pact" which is enclosed with this Bid. Tenderers may therefore download the Integrity Pact and submit the same duly signed and stamped on all pages as a token of acceptance. The details of Nodal Officer and Independent External Monitors (IEMs) for Integrity pact for RINL are available at our website [www.vizagsteel.com](http://www.vizagsteel.com) under "tenders" menu and "MM" sub menu and "Click here to read Integrity Pact" sub menu.

52.0 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".

53.0 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.

54.0 This Bid ATC supplements/supersedes GeM GTC.

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ANNEXURE-I OF ATC

PRO-FORMA for BID SECURITY DECLARATION

(in lieu of EMD)

(unless exempted)

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.

ANNEXURE-II OF ATC

FORMAT OF CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR

Certificate for M/s. Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant, Visakhapatnam

In reference to GeM Bid No. \_\_\_\_\_ DATED: \_\_\_\_\_

To whomsoever it may concern

We have verified the records & documents produced before us by the management of M/s. .... having regd. Office at..... & having their manufacturing facility at .....and we hereby certify that in the event of placement of order, M/s..... shall supply the Tendered item with domestic value addition of more than .....(more than 20% or more than 50%, mention whichever is relevant).

Domestic value addition for Tendered item has been calculated as below:

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

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

Statutory/ Cost Auditor of M/s. ....

Sign & Stamp

ANNEXURE-IIA OF ATC

Format for Affidavit of Self Certification regarding Domestic Value Addition to be provided on Rs.100/- Stamp Paper Date:

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the Materials (BF hot metal ladle refractory set) has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India wherein preference to domestically manufactured capital products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to take suitable action as per policy. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document (ITT No./GeM Bid No.----- DATED:-----) and Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed- PLEASE MENTION THE DETAILS ACCORDINGLY
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of inputs (imported) used to manufacture the Materials (LD CONVERTER refractory set)- PLEASE MENTION THE DETAILS ACCORDINGLY
- x. List and total cost of inputs which are domestically sourced- PLEASE MENTION THE DETAILS ACCORDINGLY.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house- PLEASE MENTION THE DETAILS ACCORDINGLY AND ATTACH RELEVANT DOCUMENTS.
- xii. For imported inputs, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost- PLEASE MENTION THE DETAILS ACCORDINGLY.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

#### ANNEXURE-III OF ATC

Terms related to Eligibility of a Bidder sharing land border with India or otherwise

I. Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person of firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Tender / RFX means :-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary or an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or poli

cy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note : Competent Authority for Registration, Procedure for Registration and Validity of registration shall be as per Office Memorandum No. F.No.6/18/2019-PPD Dated 23.07.2020 of Ministry of Finance, Govt. of India read with subsequent amendments (if any).

ANNEXURE-IIIA OF ATC

FORMAT OF SELF-DECLARATION FROM "BIDDER"

To

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

Dear Sir,

Sub: Your GeM Bid No. .... DATED: .....

-----

I have read the clause regarding restrictions on procurement from a bidder and on sub-contracting to contractors of a country which shares a land border with India;

I certify that we, M/s.....<Name of Tenderer> in the capacity of Bidder submit our Offer for supply of Materials .....(Name of Tendered Item) is not from such a country or, if from such a country, has been registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Further, I certify that we, M/s.....<Name of Tenderer> will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be submitted with the request for sub-letting).

I hereby certify that we, M/s.....<Name of Tenderer> fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully

(NAME)

for & on behalf of M/s.....

(Signature and Name of the Bidder)

Note: This declaration should be on the Letter-Head of the Bidder and should be signed by an authorized person duly furnishing the authorization from the Director / Proprietor (in case of Proprietary firm) / All Partners (in case of Partnership firm) of the Bidder.

ANNEXURE -IV OF ATC

LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

To

General Manager(MM) I/c

Block 'A' Purchase Department,

Administrative Building,

Rashtriya Ispat Nigam Limited,

Visakhapatnam Steel Plant,

Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No \_\_\_\_\_ dtd. \_\_\_\_\_.

1. We ..... an established and reputed .....(material) producer of ..... (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.

2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific tender.

3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Order.

4. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully

(NAME)

for & on behalf of M/s.....

(Signature and Name of the Material Producer with seal)

Note: This letter of authority should be on the Letter-Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE-V OF ATC

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

General Manager(MM) I/c,  
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 GeM Bid No.. \_\_\_\_\_ dtd. \_\_\_\_\_

2) Our Offer No. \_\_\_\_\_ dtd. \_\_\_\_\_

With reference to your Tender Notice No. \_\_\_\_\_ dtd. \_\_\_\_\_ for supply and application of BF hot metal ladle refractory set, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

DECLARATION OF PARTICULARS TO BE FILLED UP AND UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

1 a) Name and addresses (Registered and Correspondence) of the Tenderer:

b) Name of Contact Person:

c) Phone Nos, Fax Nos, Mobile:

d) E-mail ids and Web addresses.

2 Quantity offered in Sets ( Full Quantity Only )

3 Name and addresses of Producer (in case Tenderer is not Producer)

4 Place of production Unit

(please mention the name of

Village, District and State)

5 Place of Despatch

6 delivery from the date of Order / LOA (As per GeM schedule)

7 Statutory Registrations:

a) GST Registration No. and Date

b) IT/PAN No.

c) Industrial/Trade License

8 SAP Vendor Code of the Tenderer in RINL/VSP

9 Nature of Contract (refer Cl.8.6 of NIT)

10 HSN Codes & GST

a) HSN Code (s) & % GST Applicable for Supply:

11 Whether accepted and Signed Integrity Pact is uploaded:

(Signature and Seal of the Tenderer)

ANNEXURE-VII OF ATC

CHECK LIST TO BE UPLOADED ALONG WITH TECHNO -COMMERCIAL BID

SL.No. TENDER TERMS AS REQUIRED BY RINL/VSP TO BE CONFIRMED BY TENDERER

- 1 Name & address of the Tenderer
- 2 Certificate from Statutory / Cost Auditor To submit as per Cl.2.0 of ATC
- 3 Letter of Authority from Manufacturer To confirm as per Cl.2.10 of ATC
- 4 Documents for Eligibility To confirm as per Cl.2.0 of ATC
- 5 Credentials of the Tenderer To confirm as per Cl.3.0 of ATC
- 6 Quantity offered To confirm as per Cl. 11.0 of ATC
- 7 Technical specification To confirm as per SPECIFICATIONS Document & upload
- 8 Quoting of Prices To confirm as per Cl.13.0 of ATC
- 9 Price firmness To confirm as per Cl.14.0 of ATC
- 10 Delivery schedule To confirm as per Cl.16.0 of ATC
- 11 Payment terms To confirm as per Cl.17.0 of ATC
- 12 Letter of Acceptance of Terms & Conditions of this Tender To confirm as per ANNEXURE-V of ATC
- 13 Validity of offer To confirm as per Cl.55.0 of ATC
- 14 Bid Security Declaration To confirm as per Cl.1.0 of ATC
- 15 Submission of Cenvat / GST / ITC documents To confirm as per Cl.24.0 of ATC
- 16 Other terms and conditions of ITT To confirm acceptance.Cl.56.0 of ATC
- 17 Insurance To Supplier's a/c
- 18 Declaration of Particulars As per of ANNEXURE-VI of ATC
- 19 Performance Guarantee To confirm as per Cl.4.0 of ATC
- 20 Performance Guarantee Bond To confirm as per Cl.36.0 of ATC
- 21 Liquidated damages To confirm as per Cl.38.0 of ATC
- 22 Default To confirm as per Cl.39.0 of ATC
- 23 Risk Purchase To confirm as per Cl.40.0 of ATC
- 24 Payment of Allowance to Contract Labour and Transfer & Subletting To confirm as per Cl.43.0 & 44.0 of ATC
- 25 Force Majeure To confirm as per Cl.49.0 of ATC
- 26 Arbitration To confirm as per Cl.50.0 of ATC
- 27 Benefit under Make in India policy (in case applicable) Acceptance to submit affidavit as per Annexure-I IA within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.
- 28 Non Collusive Tendre Documents To confirm as per Annexure-XII of ATC
- 29 The power of Attorney for Authorised Signatory of the Bidder To confirm as per Annexure-XIII of ATC

.....

Signature and Seal of the Tenderer

ANNEXURE - VIII OF ATC

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-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 ACCEPTANCE TO TENDER No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said A/T) for the supply and application of BF hot metal ladle refractory set (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, \_\_\_\_\_ (name of bank & branch) 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 A/T 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 A/T 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 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

r (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 A/T or to extend the time of performance of the said A/T 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 A/T 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 \_\_\_\_\_, IFSC Code..... (Address of local branch at Visakhapatnam).

FOR AND ON BEHALF OF

(Name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY

& AUTHORISED SIGNATORY

Designation

(name of bank & branch)

IFSC Code.....

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)

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)

1.0 Details of BG:

1.1 Vendor/Supplier/Tenderer shall obtain Bank Guarantee from Branches of Banks (Scheduled Commercial Bank/ Nationalized Bank etc. as specified in the tender) which are having SFMS Facility.

1.2 The Details of BG Advising Bank for sending confirmation of BGs in SFMS mode are given below:

Bank : State Bank of India ,Commercial Branch

IFSC Code : SBIN0014407

Address : 43-29-54/8, Balaji Metro Chambers,  
Dondaparty, Visakhapatnam - 530016.

SWIFT : SBININBB745

1.3 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".

1.4 Details of RINL executive to whom the SFMS advice shall be sent by the Bank:

• Saroj Kumar Dey

Manager (MM - Purchase)

Administration Building - 3rd Floor

Rashtriya Ispat Nigam Limited (RINL),

Visakhapatnam Steel Plant (VSP),

Visakhapatnam - 530031

Andhra Pradesh, India Tel / Ph : +91 8331019105

email: sarojkumar@vizagsteel.com

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

1.6 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to Email id specified in the tender document.

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

1.8 Tenderer should ensure compliance of the checklist for BGs enclosed to Format of PBG.

2.0 Receipt of BG:

2.1 Issuing Bank should submit the BGs to concerned department of RINL along with

(i). SFMS Message of issuing Branch.

(ii). Scanned copy of signed Original BG is to be sent to concerned E-mail address of Tendering / Operating Dept. as mentioned above.

2.2 Bank Guarantee shall be received in original on Stamp paper from Issuing Bank as per the prescribed format of RINL by Speed Post / Registered Post / Courier.

#### ANNEXURE-IX OF ATC

#### FORMAT FOR SUBMITTING PRICE BREAK-UP

Landed Net of Input Tax Credit Price (LNIP) is as given below:

S.No.	Price Component	Price Break-up (Rs.)
1	Basic Price per Set for Supply #	1000.00
2	Freight Charges per Set for Supply #	0.00
3	GST @ 18% Extra (or as applicable) on Basic Price & Freight *	180.00
4	Landed Cost per Set for Supply	S.Nos.(1+2+3) 1180.00
5	Application Charges per Set #	100.00
6	GST @ 18% Extra (or as applicable) on Application Charges *	18.00
7	Landed Cost for Application Charges per Set	S.Nos.(5+6) 118.00
8	Total Landed Cost for Supply and Application per Set	S.Nos.(4+7) 1298.00
9	Total Landed Net of Input tax credit Price (LNIP) for Supply cum Application per Set	S.Nos.(8 -3 -6) 1100.00

Note :

Taxes & Duties shall be applicable as per actuals.

Break-up in terms of IGST, CGST, SGST needs to be provided.

ANNEXURE-X OF ATC

UNDERTAKING FROM THE SUPPLIER FOR PAYMENT TOWARDS SUPPLY

To

AGM (F&A),  
Purchase Bills-1, F&A Department,  
2nd Floor, Administrative Building,  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant,  
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Purchase Order (PO) No.

Dt.

-----

With reference to the above referred Purchase Order, We \_\_\_\_\_ (Name of the Supplier) hereby give our consent to the following.

We authorize RINL/VSP to withhold payment of 20% value of the Material as 'Performance Retention Deposit' which shall be payable on fulfilment of contractual obligations like Performance/achievement of Guaranteed life, etc, (as applicable) against the subject PO and Initial payment of \_\_\_\_\_% value of Material along with the above retention amount shall be regarded as fully discharged liability of RINL against the suppliers.

Yours faithfully

(NAME)

for & on behalf of M/s.....

(Signature and Name of the Supplier with seal)

Note: This Letter of Authority should be on the Letter-Head of the Supplier and should be signed by authorized person.

## ANNEXURE-XI OF ATC

### LIST OF SAFETY VIOLATIONS CATEGORY-WISE

#### Category Safety Violations Fine

##### Works /Non-Works Projects

I Not wearing crash helmet while riding Two- Wheeler in plant Premises First offence : Rs. 1,000.00  
Second or subsequent Offence : Rs:2,000.00 First offence : Rs. 1,000.00 Second or subsequent Offence : Rs:2,000.00

#### II Minor Violations

A . Height 1.Height Pass not made / not available Rs.3,000/- Rs.5,000/-

2.Unauthorized entry at height / hazardous locations.

3.Fall arrester not provided / used.

4.Horizontal life line / guide rope not provided for anchoring full body safety harness.

B. Excavation 1.Proper ladder / steps not provided for descending / ascending.

2.Shuttering not done (below 2 mtrs level) of excavation.

3.Overhanging burden in pit not removed in excavation.

4.Excavated materials left near the edge of the pit.

C. Electrical 1.Power Cable clamped with G.I. wires to post / pillar.

2.Power cables tied on reinforce rod / structure without proper insulation.

3.Loose connection taken from sockets without proper plug.

4.Taking shelter behind electrical panel.

5.Power cables/electrical wires lying on ground in hap-hazard manner.

6.Source of supply / danger board not displayed on the electrical equipment.

7.Electrical Control Post not provided with Barrication / Shelter / Canopy.

8.Cables used having many joints.

9.Earthing not provided on Electrical equipments.

10.ELCB not installed.

#### D. Material

Handling 1.Use of damaged slings / tools / ropes.

2.Fitness certificate of cranes / hydras / heavy vehicles not available.

3..Crane rope conditions not ok.

4.Rope of crane not clamped properly.

5.Guy ropes not used during shifting of materials.

E. Gas Cutting 1.Rolling / lifting of cylinders(without cage).

2.Gas cutting without required PPEs.

3.Gas hose pipe clamping done by wires.

4.Usage of LPG cylinder beyond date of expiry.

5.Wet bags / covers not put on gas cylinder.

6.Loading /unloading of cylinder – cushion not given.

II 7.Condition of hose pipe not good. Rs.3,000/- Rs.5,000/-

8.Working with leaking cylinder.

9.Flash Back Arrester not provided at Torch / Cylinder ends.

10.Colour coding of gas cutting of hoses not followed.

F.Arc Welding 1.Welding with non-standard holder.

2.Welding machine earthing not done. (Double body earthing).

3.Using improper welding cable.

4.Welding cables used with many joints.

5.Lugs not provided for connecting cables to Welding machines.

6.Local isolation switch not provided on welding machines.

G.PPEs 1.Non usage of PPE's at site such as Safety Helmet, Shoes, Goggles, Hand gloves, Face Shields etc  
., as per requirement.

H.Vehicle 1.Driving of heavy vehicles on the main road during restricted hours & restricted routes

2.Parking at unauthorized place.

3.Using of truck with damaged body.

4.Dropping / Spillage of material on the road.

5.No number plate on vehicle.

6.No head light / signal lights / brake light / horn /reverse horn on the vehicle.

7.Tyres of vehicle having patching / bolting.

8.Violation of approved speed limits during plying on the road.

9.No front / rear wheel guards on Hydra.

10.Un-authorized dumping of material.

11.Driving license not available / in-valid

12.Driving of two wheeler carrying more than one pillion rider.

13.Driving dangerously.

II 14.Overloading of vehicles.

15.Talking on cell phone while driving.

16.Vehicles transporting loads without tying/securing of loads/ stock protruding out of the truck body/wit  
hout red flags/red lights, side guards, donnage.

17.Drunk & driving

18.Non availability of reverse horn of moving equipment.

19.Using hydra for material transportation on roads.

20.Marching of hydra without signal man & red flags.

21.Using trucks for transportation of persons.

II I. Permits 1.Working without work permit / shut down Rs.3,000/-

Rs.5,000/-

2.Not putting red flags / stopper.

3.Dismantling of structure without authorized plan.

4.Unauthorized oxygen tapping.

5.Working on VSP installations without permission.

6.Critical / heavy erection of structures without authorized plan

J.General 1.Not having proper gate passes / other area passes.

2.Not reporting of accident.

3.Hand grinders / mixer machines without guard.

4.Make-shift arrangement for job execution.

5.Engaging workers without safety training.

6.Using of defective tools.

7.Unauthorized operation of equipment.

II K. Statutory Records 1.Safe Working Load(SWL) Certificates of lifting machines / equipments not valid / not available / details not displayed on the equipment.

2.Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.

3.Eye examination records of vehicle/crane operators not available.

4.Electrical Authorization not available.

5.Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate

III Minor subsequent - Repetition of safety violations as detailed under Category-II above. First repetition of violation Rs.12,000/- For second repetition of violation onwards Rs.24,000/- First repetition on of violation Rs.15,000/- For second repetition of violation onwards Rs.25,000/-.

IV HEIGHT Major violations. Rs.20,000 Rs.40,000

1.Using bamboo / or other non-standard material for scaffolding.

2.Railing not given at platforms or opening of floor.

3.Scaffolding planks not tied.

4.Throwing / dropping of material from height.

5.Proper ladder / approach not given for working at height.

6.Full body harness (FBH) not wearing.

7.Lifeline of FBH not anchoring.

8.Floor opening left unguarded in the area of work.

9.Working at roof without daily permit.

10.Walkway / cross over path not provided.

Excavation 1.No barricading of excavated pits.

Electrical 2.Un authorized working on electrical equipment.

Vehicle 3.Sleeping under truck.

Arc welding 4.Welding screen not used.

General 5.Absence of Supervisor at work site.

6.Leaving loose sheets on the roof tops.

V Fatal Accidents/Permanent disability. 20% of

contract value

subject to Min.

Rs.1 lakh and

Maxi.Rs.5

lakhs or

banning of business

dealing or both. 10% of contract

value subject to

min. Rs.5 lakhs

and maxi. Rs.10

lakhs or banning

of business

dealing or both.

Note:

1) Any other violation which is not listed above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above.

2) Independent of the above , the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor.

3) The Safety Violations have been classified into five categories ( I to V). Without prejudice to the right conferred by the clause No.16(g) of Special conditions of contract for stoppage of work for violation of safety rules , the contractor shall be liable for penalty at the rates as indicated depending upon the category of violation.

4) The penalties mentioned above are in addition to those which are applicable as per the statutory acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses.

5) The above penalties related to the accidents mentioned at Category - V will be imposed on agency in case the reasons to the accidents are attributable to the agency.

Authority for imposing penalties :

I)Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Officer/Zonal /Project Safety Officer / Op

erating Authority, a copy of the penalty imposition advice will be endorsed to the In-charge, SED for his information.

II) Penalty for the violations falling under the Categories (IV) & (V) will be imposed by the Engineer I/c based on the recommendation of Head of SED in consultation with the Head of Operating Department.

III) The penalty amount shall be recoverable from any bill and /or EMD /SD of the contractor without any further reference to him.

IV) For violations falling under the Category (V), besides penalty, action for banning of business dealings with the contractor will be initiated, if recommended by the committee for enquiring into fatal cases.

(Signature of the Tenderer with seal)

ANNEXURE-XII OF ATC

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 "Tender").

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:

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.

\*\*\*\*\*

ANNEXURE-XIII OF ATC

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

\*\*\*\*\*

## 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[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---**