

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-01-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-01-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (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	120000
वस्तु श्रेणी /Item Category	Coke - Blast Furnace (RINL) (In Metric tonne) (Q3)
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) *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
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	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
क्या पार्ट क्वांटिटी बोली लगाने की अनुमति है? / Is Part Quantity Bidding Allowed?	Yes
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).	7

(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 :

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

#### विभाजन/Splitting

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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	AS PER BID ATC

#### 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

#### 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	25

1. Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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 25% (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.

## पार्ट क्वांटिटी बोली लगाना / Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. ward of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

5. 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

### विक्रेता से आवश्यक मदवार न्यूनतम क्षमता / Itemwise Minimum Capacity Required From Seller

क्र.सं. / S.No.	वस्तु श्रेणी / Item Category	मात्रा / Item Quantity	न्यूनतम क्षमता / Minimum Capacity
1	Coke - Blast Furnace (RINL) (In Metric tonne)	120000	35000

### Coke - Blast Furnace (RINL) (In Metric Tonne) ( 120000 metric tonne )

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

**तकनीकी विशिष्टियाँ /Technical Specifications**

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	<b>Governing Technical Specifications of Blast Furnace Coke</b>	As per attached technical specifications document of Rashtriya Isapat Nigam Limited

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

Applicable Specification Document	<a href="#">View</a>
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**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में /((In number of days from contract start days)		
			मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
1	Purna Chandra Pal	530031,VISAKHAPATNAM STEEL PLANT,	2500	1	10
			15000	11	17
			15000	18	24
			15000	25	31
			15000	32	38
			15000	39	45
			15000	46	52
			15000	53	59
			12500	60	66

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

1. **Generic**

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

2. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**BUYER SPECIFIC ADDITIONAL TERMS AND CONDITIONS (ATC)**

**PRODUCT (BF COKE) TO BE OFFERED BY THE BIDDERS IN RESPONSE TO THE BID SHOULD BE IN CONFORMITY TO THE FOLLOWING RINL ADDITIONAL TERMS AND CONDITIONS.**

1.0 **Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP)**, hereinafter referred to as **BUYER/RINL**, hereby invites Offers for supply of BF COKE, conforming to Technical specifications as given in **Annexure-IX to ATC**. The supplies are to be made through Railway rakes to RINL ( **Rly Siding Code : VSPS**).

**2.0 QUANTITY:** RINL intends to purchase a quantity of **1,20,000 MT (i.e. approx. 48 Rakes, considering approx. 2500 MT per rake)** of BF COKE as per the specification given in Annexure-IX to ATC, hereinafter referred to as the MATERIAL. The terms and conditions of purchase order are **as per Annexure-I to ATC**.

**2.1 Minimum Offer Quantity:** A bidder who intends to offer/quote part quantity less than Tender Quantity, may offer quantity in multiples of rake quantity of 2,500MT. **Offers received with quantity less than 35,000 MT (14 Rakes) of BF COKE shall not be considered for evaluation. (VITAL)**

2.2 Delivery Schedule shall be as per clause 1.0 of Annexure-I to this ATC. **Offers which are not conforming to the said delivery schedule would be liable for rejection.**

**3.0 PRE-QUALIFICATION CRITERIA FOR PARTICIPATING IN THE BID (VITAL):**

3.1 In case the Tenderer is Producer of BF Coke having own operational plant:

a) The Tenderer / Producer of BF Coke should have production capacity of **minimum 50,000 MT / year** of BF Coke. In this regard, a certificate certifying the production capacity, issued by statutory Auditor should be submitted by Bidder.

b) The Tenderer / Producer should have successfully supplied BF Coke of **minimum 30,000MT** during last 5 years (i.e. during Dec 2020 to Nov 2025).

The Tenderer should submit self certified copies of "Purchase Orders along with Invoice copies" (or) "Purch

ase Orders along with completion certificate issued by respective Purchaser”, in support of execution of the order.

c) The Tenderer should submit a single Test Certificate covering all the parameters in line with Technical specifications of this tender document from a NABL accredited Test house. The Tenderer should also submit a valid accreditation certificate of the Test house from where the submitted Test Certificate is issued.

3.2 In case the Tenderer is Supplier of BF Coke :

(a) BF Coke suppliers offering BF Coke produced on behalf of the Manufacturing unit/BF Coke producer, should submit Letter of Authority of the concerned Manufacturing unit/BF Coke producer specifically authorizing (as per **Annexure-V to ATC**) the said BF Coke supplier to make an offer in response to this NIT. The Producer of BF Coke (authorizing the Bidder for this Tender), should have production capacity of **minimum 50,000 MT / year** of BF Coke .

In this regard, a certificate certifying the production capacity, issued by statutory Auditor should be submitted by Bidder on behalf of the of the Manufacturing unit/BF Coke producer.

(b) The Tenderer should have successfully supplied BF Coke of minimum 30,000MT during last 5 years (i.e. during Dec 2020 to Nov 2025).

The Tenderer should submit self-certified copies of “Purchase Orders along with Invoice copies” (or) “Purchase Orders along with completion certificate issued by respective Purchaser”, in support of execution of the order.

(c) The Tenderer should submit a single Test Certificate covering all the parameters in line with Technical specifications of this tender document from a NABL accredited Test house. The Tenderer should also submit a valid accreditation certificate of the Test house from where the submitted Test Certificate is issued.

(d) The Tenderer shall furnish the documents referred at (b) and (c) above pertaining to the Producer in proof of the Pre-Qualification Criteria, in case the Tenderer on his own does not have the said documents. In this regard, the Tenderer himself should have been associated, as the authorised Tenderer of the same or other Principal Manufacturer for supplies of "BF Coke" for past three years ending on the last day of month to the one in which NIT is issued; and submit documentary proof w.r.t authorisation of Tenderer from the same or other Principal Manufacturer of BF Coke for the period Dec.2022 to Nov.2025 for supplies of BF Coke .

3.3 The Bidders shall confirm to supply BF Coke as per the Technical specification furnished in the tender.

3.4 (a) Bidder should have Average annual financial turnover of minimum **Rs.117.70 Crores (Rupees One Hundred Seventeen Crore and Seventy Lakh)** during the last 3 financial years i.e. FY2022-23, FY2023-24 & FY2024-25.

(b) Bidder shall furnish Relevant documents in support of 3.4(a) above i.e. copies of Audited Financial Statements (Balance Sheet, Profit & Loss account etc) or Audited Annual reports of last 3 financial years, duly certified by statutory Auditor / Chartered Accountant. The Turnover Certificate and audited Profit & Loss account certified by a Chartered Accountant (CA) shall contain the Unique Document Identification Number (UDIN) and the membership number of the CA. On online verification, the UDIN must display the name of the Firm / PAN no. of the bidder as applicable.

3.5 If the bidder is a past supplier of the tendered item to the Purchaser, they shall not be considered eligible for evaluation in the subject tender, if as on the Originally scheduled due date for submission of the offer, the bidder has a default (supplies beyond delivery schedules / on proportionate basis in case due date of submission of offer falls in between of delivery schedule dates) against any Purchase Order placed on them by the Purchaser, for a quantity exceeding "20% of the Purchaser order quantity" (or) "7,500MT" whichever is higher.

3.6 The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

3.7 Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No. 4) dated 23.02.2023 (as amended from time to time) Restrictions on procurement from a bidder of a country which shares a land border with India:

The bidder shall submit a declaration in this regard as per the format placed **at Annexure-VIII**.

Note: Competent Authority for Registration, Procedure for Registration and Validity of registration shall be as per Office Memorandum No. F.No.7/10/2021-PPD(1) Dated 23.02.2023 of Ministry of Finance, Govt. of India read with subsequent amendments (if any).

#### **4.0 QUOTING OF PRICES and EVALUATION:**

4.1 The price should be quoted in Indian Rupees per Metric Ton (MT).

4.2 The price of the MATERIAL quoted in this Tender should be on the **basis of delivery on FOR VSP RM HP on Landed Cost basis i.e., inclusive of all Taxes, Duties, etc, Freight & Insurance and inclusive of GST**. The evaluation of offer shall be on Landed Cost basis.

4.3 The prices quoted by the Tenderer should be firm and fixed for the entire quantity offered and till execution of the Order quantity (**VITAL**).

4.4 Bidders are requested to submit a Blank Price Bid (**Annexure-IV**) duly mentioning percentage of GST, name of Loading Siding, etc. along with Techno-Commercial Offer. However, the Prices are to be left blank in the "Blank Price Bid" to be submitted with Techno-Commercial Offer, as the price is to be submitted in GEM bidding screen.

**5.0 Number of Sources: Two (2).** The tendered quantity shall be sourced from Two Techno-commercially acceptable tenderers, subject to matching the L1 price and the tendered quantity shall be distributed in the ratio 85,000 MT (34 rakes) : 35,000 MT (14 Rakes). In case the tendered quantity is not tied-up with two sources, RINL-VSP reserves the right to increase the number of sources to tie-up the tendered quantity. In case none of the tenderers from L2 onwards agree to match the L1 price, RINL / VSP reserves the option to take the total tendered quantity from the L1 tenderer, subject to offering full tendered quantity. In case, there is further left over quantity, RINL-VSP reserves the right to Offer the same as additional quantity at L1 price to the bidders in the order of ranking.

**6.0 ESTABLISHMENT OF CREDIBILITY OF NON-ENLISTED/NON-ASSESSED VENDORS:** If a Bidder who responds to this Bid is presently not enlisted with RINL-VSP as an approved Vendor for BF Coke, and/or those Bidders for whom Vendor Assessment Report from GeM is not available for BF Coke, has to upload the following documents along with the Offer/Bid in GeM:

i) Notarized Statutory manufacturing/service industry registration certificate, i.e., EM-Part-II issued by DIC/NSIC registration certificate/ Udyam Registration Certificate for the same/similar tendered item(s) for MSEs

(or)

Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer/Agent/Trader etc.

(or)

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

ii) Notarized Copy of Proprietary/Partnership deeds in case of Proprietary/Partnership firms.

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

iv) Self-attested Financial worth and audited Financial statements for the last three (3) years.

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

vi) Self-certified ISO Certificate, if any.

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL/VSP as approved vendor and/or those Bidders for whom Vendor Assessment Report from GeM is not available for BF Coke. The tender/Offer of non-enlisted/non-assessed vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) or RINL finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. Decision of RINL in this regard is final.

## **7.0 Submission of other Documents:**

7.1 TRADERS/RESELLERS who are offering to supply BF Coke of a Principal manufacturer shall indicate the following on their Letter Head along with Credentials mentioned at Clause No.6 above:

a) To give an undertaking that the Bidder shall comply with the Indian Govt., Laws while supplying BF Coke to RINL.

**7.2 DOCUMENTS TO BE UPLOADED:** Bidder/Seller during bid participation in GeM shall upload the following documents:

i) PQC documents as mentioned at Clause No. 3.0 above.

ii) Integrity Pact, in prescribed format available in RINL portal (www.vizagsteel.com) duly mentioning the GeM Bid No. and duly signed on all pages, along with witness signatures.

iii) In place of EMD/Bid Bond, the bidders are required to submit/upload "Bid Security Declaration" as per **Annexure-II**.

iv) Bid document with ATC, duly signed and stamped by bidder on all pages, confirming acceptance.

v) Credentials of the bidder/seller as mentioned at Clause No. 6.0 above.

vi) Declaration / "Non-Collusive Tendering Certificate" as per the format at **Annexure-VI**

vii) Undertaking regarding authenticity of documents as per the format at **Annexure-VII**

viii) Blank Price Bid (**Annexure-IV**) duly mentioning percentage of GST and blanking the prices.

ix) Declaration related to land border sharing as per the format at **Annexure-VIII**

**8.0 OFFER VALIDITY REQUIRED :** Offer should be valid for a period of **60 (Sixty)** days from Bid opening date. Offer that is valid for a shorter period shall be rejected as non-responsive. In case, the day upto which the Bids are to remain valid falls on or is subsequently declared a holiday / closed day for RINL - VSP, the Bid Validity shall automatically be deemed to be extended upto the next working day.

9.0 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.

**10.0 The offers received by RINL / VSP, which deviate from the vital conditions of the Tender,** as specified below, will not be considered:

**a. Incomplete offers, not appending signature on the offer and the prescribed formats.**

**b. Variable Price being quoted against requirement of firm price as stipulated in clause 4.3 above.**

**c. Offers not submitting Bid Security Declaration.**

**d. Offers not meeting the PQC Criterion stipulated in clause 3.0 above.**

**e. Offers not confirming to submit Performance Guarantee Bond in line with the requirement of this Tender Document.**

**f. Offered quantity less than 35,000 MT (14 Rakes).**

**g. Bidders not confirming to supply RINL BF Coke specification as per tender.**

**h. Offers not confirming the Integrity Pact exactly in line with the RINL format.**

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

a) To accept or reject the lowest Bid or any other Bid or all the Bids;

b) To accept any Bid in full or in part;

c) To reject the offers not conforming to the tender terms and conditions.

d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

e) To extend purchase preference to Local and Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents, as per VSP's prevailing guidelines.

## **Annexure-I to ATC**

### **TERMS AND CONDITIONS OF PURCHASE ORDER**

#### **1.0 DELIVERY SCHEDULES:**

1.1 Material shall be delivered as per delivery schedules indicated below, from date of issue of LOA/Contract, whichever is earlier:

#### **1st rake within 10 days from date of LOA & thereafter six rakes per week i.e.**

- a) 1 rake i.e. 2,500 MT: within 10 days of LOA.
- b) 6 rakes i.e. 15,000 MT : from 11th day to 17th day
- c) 6 rakes i.e. 15,000 MT : from 18th day to 24th day
- d) 6 rakes i.e. 15,000 MT : from 25th day to 31st day
- e) 6 rakes i.e. 15,000 MT : from 32nd day to 38th day
- f) 6 rakes i.e. 15,000 MT : from 39th day to 45th day
- g) 6 rakes i.e. 15,000 MT : from 46th day to 52nd day
- h) 6 rakes i.e. 15,000 MT : from 53rd day to 59th day
- i) 5 rakes i.e. 12,500 MT : from 60th day to 66th day

Depending on the number of sources to be tied up (refer No. of Sources clause at 5.0 above of Bid ATC), the above weekly delivery schedules shall also be distributed proportionately. Decision of RINL in this regard shall be final and binding.

1.2 The supplies are to be made through Railway Rakes and for the purpose of scheduling, a quantity of 2500 MT is considered as one rake load. In case the balance quantity left out (after delivery of the total ordered quantity) is less than 50% of a full rake load (i.e. <1250 MT), the order shall be deemed to have been completed and the Contract / Purchase Order will be suitably amended to the total receipt quantity. In case the balance quantity left out is more than 50% of full rake load, the Seller shall supply additional quantity, at RINL's sole discretion, to make up for full rake load at the same price, terms and conditions of the Contract and the PO quantity shall be suitably amended for the additional quantity.

1.3 Bidder shall complete the delivery of the Offered Quantity as per Delivery Schedules indicated above at para 1.1 from the date of issue of Letter of Acceptance (LOA) / Contract / Purchase Order, whichever is earlier. The date of RR (Railway Receipt) shall be considered as date of delivery for the purpose of this Order. However, RINL / VSP reserves the right to postpone the deliveries up to a period of 30 days beyond the contracted delivery period without any additional financial implication to RINL/VSP.

1.4 Further, failure to adhere to the delivery schedules committed in the Bid shall attract contractual remedies as contained herein.

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

#### **2.0 SAMPLING AND ANALYSIS:**

2.1 The Seller shall arrange for Sampling of the material while loading of the rakes at Railway Loading Point only and Analysis for all the parameters as indicated in the Technical Specifications in accordance with the relevant Indian Standards/ASTM/British Standard Specifications (BS Specifications)/ Specifications of the International Organization for Standardization (ISO Specifications) at Seller's cost by any NABL accredited Inspection agency. The Seller has to submit valid NABL certificates of the test house.

2.2 The sample shall be drawn by the Inspection agency at the Railway Loading Point while loading of the rakes and shall be divided into three parts. First part will be for analysis by the Independent Inspection agency (Loading Point analysis sample), 2nd part i.e. Purchaser's Sample will be sent to the Purchaser by the Seller within 05 days from the date of completion of loading of the rake, addressing the sample to HOD (QATD)/c, Visakhapatnam Steel Plant, Visakhapatnam and 3rd Part i.e Referee Sample will be kept in safe custody of the Independent Inspection Agency for 90 days from the date of completion of loading of the rake. The quantity of "Purchaser's Sample" and "Referee Sample" should be adequate (100 - 125 kgs) for analysing all parameters in line with Tender Spec. The Inspection Agency Shall ensure that the lot from which the sample is drawn is loaded into the rake. The representative(s) of the Purchaser may randomly visit the Railway Loading Point during the sampling & loading of the rake to witness the sampling carried out by the Inspection agency for any rake. RINL reserves the right to reject the Coke for the respective rake which is loaded or is under loading, based on the visual inspection done at the Railway loading point by the representative(s) of the Purchaser.

2.3 The Seller shall furnish to the Purchaser the certificate of Sampling and Analysis issued by the Inspection agency at the Load port within 05 days from the date of completion of loading of the rake indicating all the parameters mentioned in the Technical Specifications. The certificate of Sampling and Analysis should be sent directly to HOD (RMD) I/c, Visakhapatnam Steel Plant, Visakhapatnam.

2.4 For the purpose of this Bid/Contract the results of analysis of the MATERIALS carried out by the Independent Inspection Agency at the Loading Point shall be final for ascertaining the quality of material and shall form the basis for payment.

2.5 The Supplier shall ensure that the material being loaded into the rakes shall be in line with Technical Specification of the contract.

### 3.0 PENALTY:

a) TOTAL MOISTURE(ARB): Weight adjustment @ 1.30% for every 1% (fractions prorata) increase in Total Moisture in excess of the Guaranteed specification of 5.0% Max upto Absolute limit of 10.0% Max.

b) Ash (DB): A Penalty of 0.15% of contracted price FOR VSP RMHP on Landed Cost basis is applicable for every 0.1% (fractions prorata) increase in Ash beyond the Guaranteed specification of 12.5% Max upto Absolute limit of 14.0%Max.

c) Sulphur(DB): A Penalty of 0.145% of contracted price FOR VSP RMHP on Landed Cost basis is applicable for every 0.01% (fractions prorata) increase in Sulphur beyond the Guaranteed specification of 0.60% Max upto Absolute limit of 0.80%Max.

d) Coke Strength after Reaction (CSR): A Penalty of 0.75% of contracted price FOR VSP RMHP on Landed Cost basis is applicable for every 1 unit (fractions prorata) decrease in CSR below 64.0 upto Absolute limit of 62.0 Min.

A) Where the Total Moisture (on "as received" basis) in the MATERIALS as disclosed in the Certificate of Sampling and Analysis at Loading point exceeds the Guaranteed Limit, the Chargeable Weight at Loading point for arriving at the estimated value of the material shall be calculated by reducing the Weight @ 1.3% for every 1.0% increase (fractions prorata) of Total Moisture over Guaranteed Limit subject to the Absolute Maximum Limit of 10.0% for Invoice Weight. However, in case of exceptional circumstances, the consignments loaded / unloaded during winter or heavy rains, as per the certification of Meteorological Department / Independent Inspection Agency, the Absolute limit will be 11%. In such cases, the Invoice Weight shall be reduced by the excess percentage of Total Moisture over 10% @ 1.45% for every 1.0% increase over 10% (fraction prorata) up to 11%.

B) The Absolute Maximum / Minimum limits specified in the Technical Specifications are provided for deviations from the Guaranteed Specifications in exceptional cases only. For such deviations from Guaranteed Specifications in exceptional cases subject to the Absolute Maximum / Minimum Limits, the Supplier shall allow the rebates in price to RINL on the delivery of such material. In no case the material shall be supplied with specifications beyond these Absolute Maximum / Minimum limits.

C) Loading point (Rail Dispatches) analysis shall be final for dispatch, acceptance of the material, payment and for calculation of rebate/diminution.

### 4.0 Mode of Despatch and Weighment:

4.1 Material has to be supplied through Railway rakes containing BOST or BOXN group wagons only (i.e. BOXN, BOXNHS, BOXNHSM1, BOXNHA, BOXNHL, BOXNEL, BOXNLW, BOXNM1, BOXNR etc.) except BOXNS wagons. No other mode of transportation of BF Coke is acceptable. Necessary Railways approval (EDRM cl

earance) for transport of material through BOXN Group rakes and its timely arrangement at loading points shall be the Seller's responsibility. The wagons shall have to be covered with tarpaulin and the tarpaulin cover secured properly.

4.2 Materials should be dispatched by Rail to Visakhapatnam Steel Plant (RMHP) in full train Loads under Pre-Paid system only. Payment of Railway freight shall be made by the Seller directly to the Railways. However, any deduction at RINL end towards freight for any rake shall be recovered from the supplier.

**4.3 The weight at RINL weighbridges or the actual weight in the RR, whichever is less will be final and will be considered for the basis of payment on individual rake basis.**

4.4 Due to unavoidable circumstances, if some/all wagons are not weighed at the weigh bridge of Purchaser (RINL), then the weighted average of weighed wagons (minimum 30% of the total loaded wagons in a rake) will be the basis for payment for the unweighed wagons. In case none of the wagons are weighed at RINL weighbridge, the weight mentioned in the RR shall be considered for the basis of payment for the particular rake.

4.5 RR should not be made out on #SELF# failing which demurrage/wharfage shall be on seller's account (Consignor : Seller and Consignee HOD(RMD), Visakhapatnam Steel Plant siding, Visakhapatnam).

4.6 The supplier should ensure that wagon numbers are correctly mentioned in the RR in order to avoid mismatch between received wagons and dispatched wagons.

4.7 Demurrage and wharfage incurred by the Purchaser on account of Seller's violation of advice suspending or restricting supplies shall be entirely to Seller's account.

4.8 The Seller shall inform the Purchaser regarding the readiness of the material to be loaded into railway wagons, 5 days in advance for making necessary arrangements. Rake Indenting and loading in to the wagons is the responsibility of the Seller.

4.9 The Seller should inform dispatch details immediately after loading the rake (wagon numbers, no of wagons etc).

4.10 The eT-RR should be transferred through Railways - FOIS immediately by the Consignor (Seller) to the Consignee (RINL-VSP concerned).

**5.0 QUALITY VARIATIONS, MATERIAL DIFFERENCES :**

5.1 The quality of supplied BF Coke shall be tested from time to time by QA&TD of RINL to guide the process parameters. During these testings, if repeated inconsistency in any of the parameter mentioned in the Technical Specification w.r.t to Loading Point analysis is observed, then "Purchaser's sample " will be tested (for the deviated parameter(s) only) at any NABL accredited Independent Inspection agency or Govt Labs, preferably at Visakhapatnam. In case any of the parameter falls beyond the Absolute Limits for the Purchaser's sample, the Purchaser reserves the right to ask for Testing of the Referee sample (for the deviated parameter(s) only) at Government Test House mutually agreed by Purchaser & Supplier. The Referee sample analysis shall be final and binding on both the parties. The expenditure for sending & testing of the sample shall be borne by the losing party. Any quality complaint by the Purchaser shall be intimated to the Seller within 21 days from the date of unloading of the rake.

**6.0 TOTAL REJECTION CLAUSE:**

If any of the parameter falls beyond Absolute Limits at the Loading Point analysis or in Referee Sample analysis, RINL has the right to reject the material in which case the price will be renegotiated. In no case rejected material shall be returned.

**7.0 TERMS OF PAYMENT:**

7.1 100% value of the material of each rake shall be made against Irrevocable Usance LC (Letter of Credit) with 45 days credit period. LC will be established on receipt of Performance Guarantee Bond as per clause 8.0 below, and Usance period will be from the date of receipt of rake at VSP. Payment shall be subject to deductions for Penalties, Liquidated damages (if any).

All bank charges at the SUPPLIER's end shall be borne and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be borne and paid for by the PURCHASER.

7.2 The negotiable documents for payment through Usance LC shall be :

(i) Tax Invoice.

(ii) Credit/Debit note, if any, with respect to applicable Penalties/actual weightment as per clause 3.0 & 4.0 respectively.

(iii) RR (Railway Receipt)

(iv) Inspection Agency report at loading point for quality, endorsed by RMD, RINL towards the inspection agency assigned to the said rake.

(v) Copy of Invoice for the rake under payment, duly endorsed by Raw Materials Department, RINL, Visakhapatnam Steel Plant towards the Quantity delivered at RINL for the purpose of payment towards Quantity as per clause 4.0 above.

7.3 The negotiable documents at 7.2(iv) & (v) above shall be submitted to HOD, Raw Materials Department (RMD), RINL, Visakhapatnam Steel Plant, Visakhapatnam 530031 for each rake, for certification of the RMD department. After their certification, the same shall be presented by Seller to Bank, for processing of payment.

**7.4 No deviations to payment terms and for the credit period of 45 days usance LC is acceptable and if any deviation is mentioned in the Offer, the same is liable for rejection.**

7.5 GOODS & SERVICE TAX (GST): Bidders should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Also, the Bidders shall indicate the HSN

code of the item offered and GSTIN Number in the Techno-Commercial Bid and also in the Invoice, in the event of order placement.

#### 8.0 PERFORMANCE GUARANTEE BOND:

8.1 The successful Bidder should submit Performance Guarantee Bond so as to be received in the office of DGM(MM-Purchase), Indigenous Raw Materials section, Administrative Building, RINL/VSP, Visakhapatnam-530031 within 7 days from the date of Letter of Acceptance (LOA)/ GEM Contract/ Purchase Order. The Performance Guarantee Bond may be furnished by way of a Demand Draft or Bankers Cheque in favour of RINL, payable at Visakhapatnam (subject to realization) or through electronic transfer (RTGS/NEFT) or in the form of Bank Guarantee as per proforma at **Annexure III of the ATC**, for an amount covering 5% (Five percent) of the total value of Contract on Landed Cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in Check List (**Annexure-IIIA**) for **BGs** along with Performance Guarantee Bond.

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

8.3 The 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 successful Bidder and the Purchaser under the terms & conditions of Acceptance to Bidder.

8.4 The successful Bidder 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 Bid.

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

8.6 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 .

8.7 The Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Contract / Purchase Order (Acceptance to Tender).

8.8 The Seller shall obtain Bank Guarantee from Branches of Banks (Scheduled Commercial Bank/ Nationalized Bank etc. as specified in the tender) which are having SFMS Facility.

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

Bank : State Bank of India ,Commercial Branch

IFSC Code : SBIN0014407

Address : 43-29-54/8, Balaji Metro Chambers,

Dondaparty, Visakhapatnam - 530016.

SWIFT : SBININBB745

In case of New BG, SFMS Message type (MT) should be "760" and in case of Extension or Amendment SFMS Message type (MT) should be "767" (In case, another Bank is identified by Management as Advising Bank either for HQ or for Branches for confirmation of Bank Guarantee through SFMS mode that bank details will be informed.)

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

8.11 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to the following email Ids: kbalaji@vizagsteel.com, chandu@vizagsteel.com

8.12 All Bank Charges levied by Advising Bank for confirmation of BGs in SFMS mode relating to Seller are to RINL Account.

#### 9.0 LIQUIDATED DAMAGES:

9.1 In the event of the SELLER'S failure to deliver the MATERIAL within the time(s) as agreed to, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to half percent of the price (excluding GST) of any MATERIAL which the SELLER has failed to deliver, as aforesaid, for each and every week (part of a week being treated as a full week) during which the MATERIALS are not delivered after the contracted delivery period provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any rake will be 10% of the value of the MATERIAL excluding Taxes (GST) in that rake. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

9.2 The approximate quantity per rake is 2,500 MT. Hence, the delivery schedule mentioned in the Bid document is in terms of quantity per rake. Therefore, the criteria for levying LD shall be based on the number of rakes delivered against the scheduled number of rakes due as per delivery schedule.

10.0 RISK PURCHASE: The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Bidder 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 SELLER 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 SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

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

12.0 RECOVERY OF SUMS DUE: Whenever under this Contract / Purchase Order any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Contract / Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay t

o the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Contract / Purchase Order.

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

14.0 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 Bid/Offer or portion of the quantity tendered and the bidders shall supply the same at the rate quoted.

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

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

17.0 PUNITIVE ACTIONS: If it comes to the notice of VSP at any stage from request for enlistment / Bid document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ forged/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. Performance Bank Guarantee 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 VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

17.1 If there is default exceeding (i) 1/3rd of the total order quantity or (ii) 10,000 MT, whichever is higher, in delivery of the Material as per Order schedules and such default continues for more than two weeks, their Offer (if any) in the next tender issued by RINL for subject item will not be considered for evaluation.

18.0 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>Detailed terms and conditions of Invitation to Tender (ITT). Any Contradiction between the terms in this Bid ATC, 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.

19.0 Terms and conditions stipulated in this Buyer Specific Additional Terms and Conditions will supersede those in GTC of GEM in case of any conflicting provisions.

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## **Annexure II to ATC**

### **BID SECURITY DECLARATION (In Lieu of EMD)**

BID NO.GEM/ Dated:

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

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

a) If I/we withdraw/modify our Bid after tender opening and during the period of bid validity stipulated in th

e tender document or any extension thereof.

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)

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

Name:

(Complete name of person signing the Bid Security Declaration)

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

Date 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.

### **Annexure-III to ATC**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND** (To be submitted on Non-judicial stamp paper of value of INR One Hundred drawn on the name of the issuing Bank)

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 Bank Guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

#### LETTER OF GUARANTEE

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 / PURCHASE ORDER No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said A/T) for the supply of \_\_\_\_\_ Metric Tons of B F Coke (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein. 2. We, \_\_\_\_\_ (name of bank and 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 and 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 delivery 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 and 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 and branch), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

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

5. We, \_\_\_\_\_ (name of bank and 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 and 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 and branch) hereby further agree that the Guarantee herein contained is initially valid up to \_\_\_\_\_ and that the same shall be extended further according to the provisions contained herein above.

7. We, \_\_\_\_\_ (name of bank and 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 and branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at \_\_\_\_\_ (Address of local branch at Visakhapatnam).

9. The email address of the \_\_\_\_\_ (name of the bank and branch) is as follows: \_\_\_\_\_

The email address of the \_\_\_\_\_ (name of the Enforceable bank and branch in Visakhapatnam) is as follows \_\_\_\_\_

Issuance of this bank guarantee may also be got confirmed from our Controlling Office / Higher Authority:

\_\_\_\_\_ (Name and Address).

Note: The expression SELLER wherever appearing in this Performance Guarantee Bond shall also include the PRODUCER. FOR AND ON BEHALF OF (Name of Bank and Branch)

Signature:

Name and Designation:

DULY CONSTITUTED ATTORNEY AND AUTHORISED SIGNATORY

**ANNEXURE III (A) to ATC**

## CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code: Tender No. / PO no. & Date :

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.: BG Date:

BG Value:

1 Is the Hard copy of Original BG received in sealed cover and as per approved format of VSP from issuing bank along with SFMS message? Yes / No

2 Is Scanned Copy of Signed Original BG received from Issuing Bank E-mail? Yes / No

3 Is content of Original BG and Scanned Copy BG received as above are verified and ensured both are same in Toto. Yes / No

4 Is the BG issued by the specified category of Banks (Scheduled Commercial Bank/Nationalized Bank etc. as specified in the contract) who are having SFMS facility? Yes / No

5 Is the BG executed on E- Stamp/ Stamp Paper of adequate value? Yes / No

6 Is the stamp paper/E-Stamp obtained in the name of Bank issuing the BG? Yes / No

7 Is the date of sale of stamp paper prior to the date of the BG? Yes / No

8 Does the BG refer to the concerned agreement/tender/(MOU or Sale Agreement), as per approved format of VSP any, with reference to which the BG issued? Yes / No

9 Does the BG bear the number, date and seal of the issuing Bank? Yes / No

10 Does BG Contains the clause for Enforceability of the same at Visakhapatnam or respective place of RINL BSO? Yes / No

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

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

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

14 Whether the BG validity period is as per the concerned contract? Yes / No

15 Whether confirmation from Encashing/Enforceability Branch is received by RINL in case BG Issuing Branch and Encashing / Enforcing Branch are different? Yes / No

Note: The BGs shall be accepted only when reply to all the above are Yes.

Signature of the Tenderer

Date: .....

## Annexure-IV to ATC

### BLANK PRICE BID PROFORMA

for Procurement of BF Coke

1. Name of the Tenderer : \_\_\_\_\_ To be filled \_\_\_\_\_

2. Email Address : \_\_\_\_\_ To be filled \_\_\_\_\_

3.1 Price break up :

A) **Basic Price (FOR RMHP-VSPS) basis** (Rs. PMT) **inclusive of all duties, taxes, royalties, Railway freight, insurance etc but exclusive of GST: To be left blank**

B) **GST % on A : To be filled (%)**

C) Amount of GST in Rs/MT : **To be left blank**

D) **Landed Cost (A + C), Price quoted in GEM Bid** (Unit Price in Rs./ MT): **To be left blank**

4. GSTIN of the Bidder : \_\_\_\_\_ **To be filled** \_\_\_\_\_

5. HSN code of the item offered: \_\_\_\_\_ **To be filled** \_\_\_\_\_

6. Quantity offered for supply: \_\_\_\_\_ **To be filled** \_\_\_\_\_ Metric Tons

7. Name of load-point Railway siding & Code: \_\_\_\_\_ **To be filled** \_\_\_\_\_

Note : After the Reverse e-auction, the L1 tenderer shall submit the break-up of the quoted price (i.e. "D" ) as per format given above.

Note:

a. Blank Price bid should not contain any caveat conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

b. This Price Bid proforma with blank prices is to be submitted in the Techno-Commercial Offer.

c. Price to be submitted in the GEM Bid only. The techno-commercial bid should not contain any indication of prices. If prices are indicated there, such offers are liable to be rejected.

Name and Signature of the Tenderer

#### **Annexure-V to ATC**

#### **LETTER OF AUTHORITY FROM PRODUCER OF BF COKE**

To

GENERAL MANAGER (MM),  
RASHTRIYA ISPAT NIGAM LTD.,  
VISAKHAPATNAM STEEL PLANT,

Dear Sir,

Sub: Your Tender No. GEM ....

We..... (name & address) an established and reputed BF COKE Producer of ..... (name and address of Production Unit) do hereby authorize M/s.....(Name and address of Seller) to make a offer in response to this invitation to Tender.

No Company/firm or individual other than M/s.....is authorized to represent us in regard to this business against this specific Tender.

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 Acceptance to Tender.

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 PRODUCER OF BF COKE with seal)

\*\*\*\*\*

(Note: This letter of Authority should be on the Letter Head of PRODUCER OF BF COKE and should be signed by a person competent and having the power of attorney to bind the PRODUCER OF BF COKE)

**Annexure- VI to 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- VII to 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:

2. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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:

**Annexure- VIII to ATC**

**FORMAT OF SELF-DECLARATION FROM "BIDDER"**

To

HOD(MM)

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 of a country which shares a land border with India;

I certify that we, M/s.....<Name of the bidder> 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 the bidder> fulfils all requirements in this regard and is eligible to be considered for procurement in GeM.

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- IX to ATC**

**TECHNICAL SPECIFICATION OF BF COKE**

Description// Guaranteed // Absolute

Total Moisture (ARB) // 5.0% Max // 10.0% Max

Ash (DB) // 12.5% Max // 14.0% Max

Volatile Matter (DB) // 1.0% Max // 1.5% Max

Sulphur (DB) // 0.60% Max // 0.80% Max

Phosphorous (DB) // 0.030% Max // 0.06% Max

M10 // 7.0 Max // 8.0 Max

M40 // 82.0 Min // 80.0 Min

Coke Strength after Reaction (CSR) // 64.0 Min. // 62.0 Min

Coke Reactivity Index (CRI) // 22.0 to 24.0 // 22.0 to 26.0

Mean Size // 50mm Min. // 50mm Min.

Size +90mm // 5.0% Max // 8.0% Max

Size -30mm // 5.0% Max // 8.0% Max

## 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---