

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-03-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-03-2026 12:30:00
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	4
वस्तु श्रेणी /Item Category	Bleeder pipe for coke oven batteries
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	BLEEDER PIPE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Steel Pipes for Water and Sewage as per IS 3589, Pipe Clamps (V2), Pipe Clips, Steel Pipe Flanges as per IS 6392, Pipe Cutter, Cross - Over Pipe for Line Pipe Casing Pipe (Petroleum Industry), Pipe Vice as per IS 2587, Parallel Bar - Outdoor Gym Equipment, Threaded Pipe Adapter, Hand Operated Hydraulic Pipe Bender
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Pipe saddles
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),Additional Doc 2 (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

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	3
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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

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. 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.

2. 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

Bleeder Pipe For Coke Oven Batteries (4 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	4	45

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. Generic

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

3. Generic

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

4. 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.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS)

1. Items Required: PROCUREMENT OF BLEEDER PIPE
2. Technical Specification: The tendered item should be manufactured and supplied strictly as per the Technical Specification mentioned as under.

PART NAME : BLEEDER PIPE
MATERIAL : ST42W,IS:2062-1969
DRAWING REFERENCE : 1512-09-090-A0,R-1
EQUIPMENT NAME : GAS COLLECTING MAIN BATTERY

MATERIAL OF FLANGE : ST42W,IS : 2062/1969 FOR HYDRAULIC SEAL

3. Test Certificate: TC from Govt/Govt approved Lab OR NABL accredited Lab OR Manufacturers own Lab in case of ISO certified Company.

4. Inspection: Pre-Dispatch inspection. I call to be raised online on VSP portal.

5. Delivery Schedule: As per Bid Document. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP's production requirements and storage capacity, without any change in price, terms and conditions of PO.

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

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

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

7.2 As per the declaration bidder may be debarred for a period of 3 years, for the reasons as mentioned in the declaration, from the date of issue of order for debarment.

8. Number of Source: 1

The intended Number of Sources is 'One'. The bid quantity may be split in two sources as per the MII and MSE policy of buyer; subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking. If none of the L2 tenderers onwards matches the L1 price, then full tendered quantity may be ordered on the L1 tenderer.

9. Public Procurement (Preference to Make in India): PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS:

Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/guidelines. Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as at 8.3 below, subject to submission of documents as stipulated vide clause 11.0 below. Further, the tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs. Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer. The quantity distribution shall be done among the L-1 tenderer and other eligible tenderers (Who are in the range of purchase preference and match the L

-1 price), as per Clause herein below.

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

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

Illustrative Example for Quantity Distribution (in case of divisible items, and where No. of Sources as per NIT is Two) is given at Annexure-9 of "Detailed Terms & Conditions of Invitation to supply tender" under "TENDERS" -> "MM" in RINL-VSP's website www.vizagsteel.com Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible local SSI.

Quantity reserved for SC/ST / WOMEN owned MSEs:

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

The above Purchase Preference clauses are to be read with OM No.F.1/4/2021-PPD dated 18.05.2023 and subsequent amendments

if any for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public

Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated as MSE by Buyer after evaluation of documents submitted.

10. PURCHASE PREFERENCE AND OTHER BENEFITS TO MSEs

CONDITION FOR AVAILING BENEFIT

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

- (i) Self-certified copy of Udyam Registration Certificate;
 - (ii) the concerned MSE is registered in the MSME databank and
 - (iii) MSE is registered for the given scope of job/ procurement
- MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/ item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

a) For all MSEs:

- i. District Industries Centre, (Acknowledgement of Entrepreneur Memorandum - EM Part -II)
- ii) Khadi & Village Industries Commission
- iii) Khadi & Village Industries Board
- iv) Coir Board
- v) National Small Industries Corporation (NSIC)
- vi) Directorate of Handicraft & Handloom
- vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) For Local MSEs:

- i) District Industries Centre of Visakhapatnam
 - ii) District Industries Centre of Srikakulam / Vizianagaram / East Godavari district i.e. units located within 100kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.
 - iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e., in (i) or (ii).
- MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government au

thorized department. MSEs owned by Women are required to submit supporting documentary evidence.

11. CONDITIONS FOR AVAILING MSE BENEFITS :

a) The stipulated MSE benefits like EMD exemption, Purchase Preference and shorter credit Payment term s can be availed only by Manufacturers of tendered item (or) item category, and not by Traders Dealers. Documents as prescribed by Govt of India from time-to-time are to be submitted by the eligible MSEs for availing MSE benefits.

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

c) The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o. MSME and submit Notary attested copy of valid SSI / MSE Registration Certificate / Udyam Registration for the tendered item / item category for which they are registered, for availing the relevant benefits as stipulated.

d) Documents to be submitted from the following to avail benefits by Local MSEs near RINL:

i) District Industries Centre of Visakhapatnam

ii) District Industries Centre of Srikakulam Vizianagaram East Godavari district i.e. units located within 100 kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre.

iii) NSIC registered units and other MSEs falling within the above jurisdictions i.e. in (i) or (ii) above. 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.

12. Quoting of Prices: Price shall be quoted for supply on "FOR VSP Stores" basis (inclusive of Material Price, Freight, Transit Insurance, Taxes / GST, etc.).

"GST shall be applicable on all penalties (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."

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

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

b) To accept any tender in full or in part quantity;

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

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

e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

14. PRICE FIRMNESS: The price finalized shall remain firm till completion of supplies. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actual 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.

15. Terms of Payment:

100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN/CRAC (Goods Acceptance / Rejection Note). Payment shall be released on 60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN/CRAC date).

Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database. Commercial invoice to be submitted to Finance - Purchase Bills Section, VSP (Either signed and stamped hard copies or Digitally signed soft copy). Copy of Invoice, LR, packing

g list /Challan, Manufacturer's Test Certificate to be submitted to Central Stores, VSP.

16. Right to accept/reject offers:

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

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

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

18. Documents to be uploaded: by the bidder/seller during bid participation in GeM:

i) This Bid Document, Specification/Technical Sheet, Annexure attached/linked with the bid document, Bid Corrigendum, if any, duly signed and stamped by bidder on all pages, confirming acceptance.

ii) Bidders must select the MSE option to claim MSE benefits while submitting the offer on GeM itself and upload their Udyam Registration for same/similar category of item(s) as per terms & conditions of this Bid.

iii) Self-declaration for Local Content as per Make In India (MII) policy. (Refer Annexure-III for format)

iv) Self-declaration as per format at Annexure-IV inter alia that the bidder is not from a country which shares a land border with India or, if from such a country, has been registered with the Competent Authority.

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

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

21. Recovery of Sums Due:

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

22. Revenue Policy of Gem: Transaction charges shall be levied by GeM as per Revenue Policy of GeM available in GeM website under “Terms and Conditions >> Sellers >> Revenue policy of GeM”.

23. Input Tax Credit: The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable

e Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

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

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

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

25. Validity of offer: Tenderers shall keep their offer valid for acceptance by RINL/VSP for a period of at least 60 days from the actual date of tender opening i.e. scheduled due date or extended due date, whichever is later.

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

27. 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.

28. The tenderers should refer to GeM portal regularly for any corrigendum.

29. This Bid ATC supplements/supersedes GeM GTC.

ANNEXURE-I

BID SECURITY DECLARATION
(in lieu of EMD)

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

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 it 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-III

(To be printed on Bidder's letterhead)

MII Declaration

To
Rashtriya Ispat Nigam Limited/ Visakhapatnam Steel Plant

Visakhapatnam.

With reference to Public Procurement (Preference to Make in India), order dtd 04.06.2020-revision dated 16th Sept 2020 issued by GOI, we hereby certify that ,we M/s are Class#..... supplier having local content..... For the material against your tender.

Details of location at which local value addition will be made is as follows: -

.....

* We understand that any false declaration in this regard will be breach of the code of conduct of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successor can be debarred for up to 2 years as per rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

For,

M/s.....

(Authorised Signatory)

**ANNEXURE IV
ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER**

To

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

Dear Sir,

Sub: Acceptance Of the Terms And Conditions

Ref: 1) Your ITT / Bid No. _____
2) Our Offer No. _____

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

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

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

STATEMENT OF DEVIATIONS

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

..... Signature and Seal of the Tenderer

ANNEXURE V

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

GeM Bid No:

BIDDER CODE/NAME

Serial No Commercial Term Response

- 1 Confirm the price quoted for supply on "FOR VSP Stores" basis (inclusive of Material Price, Freight, Transit Insurance, Taxes / GST, etc.).
- 2 Confirm submission of Bid Securing Declaration (duly signed on letter head) in the Offer, as per the RIN L's prescribed format, without any deviations
- 3 Accept vsp's payment terms as per gem tender.
- 4 CONFIRM SUBMISSION OF BID SECURITY DECLARATION, and other required UNDERTAKINGS IN THE OFFER IN PRESCRIBED formats
- 5 PLEASE CONFIRM ACCEPTANCE OF LD AS PER THE CLAUSE NO.22 of vsps' GCC FOR SUPPLY ?
- 6 Please confirm acceptance of guarantee as per clause no:7 of detailed terms & conditions of invitation to supply tender
- 7 PLEASE CONFIRM ACCEPTANCE OF vsps GCC FOR SUPPLY IN TOTO

.....
Signature and Seal of the Tenderer

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---