

RASHTRIYA ISPAT NIGAM LIMITED
MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, III FLOOR, ADMINISTRATIVE BUILDING
VSAKHAPATNAM STEEL PLANT
VSAKHAPATNAM-530 031 (A.P) INDIA

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OPEN TENDER NOTIFICATION

Invitation to Tender (I T T) No. Pur. 4.62.0045/0282, Dtd. 24/11/2014

Sealed tenders in two bids i.e., Techno-Commercial and Price bid are invited for the **supply of 180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993**

Last date & time for receipt of Tenders : 19TH DECEMBER, 2014 By 10.30 HRS (IST)

Tender Details can be downloaded from our

Website: www.Vizagsteel.com<MM> < M M Tenders> <Tenders>

Note: The bidder should refer to RINL's website regularly for any corrigendum/addendum

- EXECUTIVE DIRECTOR (MM)

RASHTRIYA ISPAT NIGAM LIMITED
VSAKHAPATNAM STEEL PLANT
VSAKHAPATNAM

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Invitation to Tender (I TT) No. Pur.4.62.0045/0282, Dtd. 24/11/2014
for supply of 180000 LITERS OF TRANSFORMER OIL GRADE-II
AS PER IS:335:1993

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**RASHTRIYA ISPAT NIGAM LIMITED
VSAKHAPATNAM STEEL PLANT
VSAKHAPATNAM - 530 031, INDIA**

**OPEN TENDER NOTICE FOR SUPPLY OF 180000 LITERS OF TRANSFORMER
OIL GRADE-II AS PER IS:335:1993**

INVITATION TO TENDER (ITT) NO Pur.4.62.0045/0282 Dtd. 24/11/2014

**1.0 NOTICE INVITING TENDERS FOR SUPPLY OF 180000 LITERS OF
TRANSFORMER OIL GRADE-II AS PER IS:335:1993.**

1.1 Rashtriya Ispat Nigam Limited (RINL), Vsakhapatnam Steel Plant (VSP), herein after referred to as PURCHASER, hereby invites tenders from manufacturers only for supply of **180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993 conforming** to Technical specifications at **Annexure -I** of tender documents.

2.0 **QUANTITY:** The PURCHASER intends to purchase of 180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993 conforming to Technical specifications as at **Annexure-I** of tender documents.

2.1 **No. of sources:** ONE (ON 100% BASIS)

2.3 **DELIVERY:** The Tenderers should confirm the delivery schedule given at Annexure 6 I of the tender documents. In case a tenderer cannot confirm the above delivery schedule due to any reason, the possible delivery schedule shall be quoted. VSP has the sole discretion to accept or reject such offers deviating from the delivery schedules given in the tender documents.

2.4 The successful tenderers should commence delivery of material as per PO.

3.0 Tenderers should submit their tenders in accordance with the instructions given and the detailed terms of this Invitation to Tender and the formats, which are available for free downloading on our website :www.vizagsteel.com <MM> < MM Tenders> **1) Detailed terms and conditions of Invitation to tender (ITT) 2) G C C etc.,**

3.1 The Tenderer shall submit their offer in two bid for the supply of 180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993 in separate sealed envelopes super scribing ITT No. and Due Date clearly on the envelopes stating **Part A: Techno-Commercial Bid** or **Part B : Price Bid** as the case may be. Both these covers are to be placed in a Third Sealed outer cover super scribing the ITT No. & Date.

Part-A : Techno-Commercial Bid should contain 1) Annexure.1 (Schedule cum material specification) 2) Commercial format (Annexure II of Detailed terms and conditions page. no. 8 & 9. 3) EMD (if applicable pl. refer clause no:5) 4) Credentials (if applicable) 5) Blanked price bid.
(Sl.no.2 above can be downloaded from VSP website www.vizagsteel.com <MM> MM Tenders> <Detailed terms & conditions of ITT>

Part-B : Price Bid (Price bid should contain prices only)

A Proforma as given in **Annexure –IV** of the Tender Documents is prescribed for Part- B : Price Bid. The tenderers should submit their Part-B: Price Bid only in the prescribed proforma. Price bid should contain no caveat conditions. **Offers received to the contrary stands rejected.**

- 4.0 **Reverse-e-auction :** RINL/VSP may go in for Reverse-e-auction for this item. Hence tenderers are requested to indicate their **user ID** in the commercial format for participation in reverse-e-auction as per **Clause no: 2.0 g, h and 16.0 of** Detailed terms & conditions of Invitation to supply tender available in our website www.vizagsteel.com. <MM> <M M Tenders> < Detailed terms & conditions of Invitation to Tender(ITT)>.

- 4.1 All technically/commercially acceptable Tenderers are requested to **go through the MM Reverse-e-auction User Manual “** available on our Website : www.vizagsteel.com before participating in the MM Reverse-e-auction. Kindly note that in the Reverse-e-auction, tenderers have to bid their prices on-line on Landed net of Cenvat(LNCP) basis. For this purpose, you may go through the process of arriving at LNCP which is also available at VSP's website in the following path :

Click: www.vizagsteel.com Click: MM Click: M M Tenders
Click: Detailed terms & conditions of Invitation to Tender (ITT)
Click: Detailed terms & conditions of Invitation to supply tender

- 4.2 The lowest tenderer in the reverse e-auction is required to submit the break-up for arriving at the quoted LNCP Price which is to be given immediately after Reverse-e-auction.
- 4.3 Tenders are required to keep their offers valid for a minimum of 30 days from the actual date of Reverse-e-auction.
- 4.4 The date and time of Reverse-e-auction shall be intimated separately to technically and commercially acceptable tenderers.
- 4.5 After the reverse e-auction is conducted, the physical sealed price bids of all the Technically/commercially acceptable tenderers shall be opened within 2 working days. Based on the prices so received through reverse e-auction and physical sealed bids received through tender, a composite comparative statement shall be made on LNCP basis. **Order shall be placed on the lowest price so arrived through sealed bid prices and reverse e-auction prices.**

5.0 **BID MONEY/ EMD (VTAL)**

An amount of Rs.1,25,000/- (**Rupees One Lakh Twenty Five thousand only**) shall be paid towards EMD/Bid Money. Tenders can remit EMD in the form of bankers cheque or demand draft (both subject to realisation) or in electronic mode (Separate arrangements are being made for electronic mode). In case of banker,s cheque/DD, the same shall be drawn on any Scheduled Commercial Banks and payable to Rashtriya Ispat Nigam Ltd . at Vsakhapatnam . The EMD/Bid money for an amount of Rs. 1,25,000/- (**Rupees One Lakh Twenty Five thousand only**) is to be submitted along with or prior to Opening of **Part-A: Techno-commercial Bid.**

Tenders received without the EMD/ BID MONEY of requisite value will be rejected. BID MONEY if paid in cash, shall not accrue any interest.

NOTE : The following are exempted from submission of EMD/BID MONEY

- 1) Central/State Public Sector Enterprises of India
 - 2) Vendors registered with VSP for the tendered items.
 - 3) SSI Units/Micro and Small scale enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the items(s)/item category of tendered items(s) for which the tenderer is registered with the respective authority. SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.
- 5.1 Tenders will be accepted up to **10.30 Hrs. (IST) on the tender opening date.** Techno-Commercial part of the Tender (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present. The date and time of price bid opening shall be intimated separately to technically and commercially acceptable tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the presence of the Tenderers or Authorized Representatives of the Tenderers who may choose to be present after conducting reverse e-auction.
- 5.2 **TENDER DOCUMENTS:** Tenderers who are interested to participate in the tender can download the tender documents from our website: www.vizagsteel.com. **and submit their offer before 10.30 (IST) on last date of receipt of tender as per the instructions given in the tender documents.**
- 5.3 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT..
- 6.0 **Not withstanding anything specified in these Tender Documents, RINL, in its sole discretion and without having to assign any reason reserves to itself the rights:**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
 - b) To accept any tender in full or in part;
 - c) To procure the tender quantity from more than one tenderer;
 - d) To reject the offers not conforming to the tender terms and
 - e) To give Purchase preference to Central Public Sector Enterprises (CPSE) as per Government of India guidelines.
- 6.1 **Notwithstanding anything that is stated in the various documents specified in the tender notice, in case of contradiction, the interpretation shall be in accordance with the statements contained in the OPEN tender notice for supply of 180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993 and instructions to tenderers (Annexure-III).**

GENERAL MANAGER(MM)

**SCHEDULE CUM MATERIAL SPECIFICATION OF 180000 LITERS OF
TRANSFORMER OIL GRADE-II AS PER IS:335:1993**

<u>ANNEXURE –I TO TENDER NO.</u>	Pur. 4.62.0045/0282, Dtd. 24/11/2014
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1 Catalogue no: 3009149 QUANTITY : 180000 Ltrs To be confirmed by the tender

2. DELIVERY SCHEDULE: 10.01.2015 - 100000 liters
31.01.2015 - 80000 liters

ITEM: TRANSFORMER OIL

TYPE:NAPHTHENE BASED TRANSFORMER OIL GRADE-II

THE OIL SHALL BE CLEAR &TRANSPARENT AND FREE FROM SUSPENDED
MATTER OR SEDIMENTS

A REPRESENTATIVE SAMPLE OF THE OIL SHALL BE EXAMINED
IN A 100MM THICK LAYER AT 27 DEGREE CELSIUS

DENSITY AT 29.5 DEG. C (MAX.):0.89GM/CM³ ;IS 1448 [P:16]:1990

KINEMATIC VISCOSITY AT 27 DEG. C (MAX.):27 CST. ;IS 1448 [P:25]:1976

INTER FACIAL TENSION AT 27 DEG. C (MIN.):0.04 N/M ;IS 6104 : 1971

FLASH POINT PMARTEN (CLOSED), (MIN):140 deg C ;IS 1448 [P : 21] : 1992

POUR POINT (MAX.):Minus 6 deg C ;IS 1448 [P : 10] : 1970

NEUTRALISATION(MAX) TOT ACIDITY,(MAX):0.03MG KOH/GM ;IS 1448 [P:2]:1967

NEUTRALISATION VALUE INORGANIC ACIDTY/ALKALNITY:NIL ;IS 1448 [P:2]:1967

CORROSIVE SULPHUR :NON CORROSIVE ;IS: 335 : 1993 ANNEX B

IN TERMS OF CLASSIFICATION OF COPPER STRIP: ;

ELECTRIC STRENGTH OF TREATED OIL (MIN.):60KV(RMS) ;IS 6792 : 1972

BREAK-DOWN VOLTAGE: ;

DIELECTRIC DISSIPATION FACTOR AT 90 DEG. C (MAX):0.002 ;IS 6262 : 1971
(TAN-DELTA VALUE):

RESISTIVITY (MIN.) (OHM-CM):

RESISTIVITY (MIN.) (OHM-CM) AT 90 DEG. C:35X10¹² OHM.CM ;IS 6103 :1971

RESISTIVITY (MIN.) (OHM-CM) 27 DEG.C:1500X10¹² OHM.CM ;IS 6103 : 1971

OXIDATION STABILITY:

A) NEUTRALISATION VALUE(MAX.):0.40 MG KOH/GM ;IS: 335:1993 ANNEX C

B) TOTAL SLUDGE (MAX.):0.10 PERCENT BY WEIGHT ;IS: 335:1993 ANNEX C

AGING CHARATERISTICS AFTER 96 HRS.: ;IS 12177 : 1987

METHOD-A

AS PER ASTM-D-1934 / IS-12177 WITH CATALYST (COPPER): ;

A) RESISTIVITY (MIN.) (OHM-CM):

1) AT 90° C.:0.2X10¹² OHM.CM ;IS 6103:1971

2) AT 27° C.:2.5X10¹² OHM.CM ;IS 6103:1971

B) TAN-DELTA (MAX.) AT 90° C.:0.2 ;IS 6262:1971

C) TOTAL ACIDITY (MAX.):0.05 MG KOH/GM ;IS 1448 [P : 2] : 1967

D) TOTAL SLUDGE (MAX.):0.05% (BY WEIGHT) ;ANNEX A OF IS 12177

PRESENCE OF OXIDATION INHIBITOR, PERCENT BY WEIGHT: IS 13631:1992

THE OIL SHALL NOT CONTAIN ANTIOXIDANT ADDITIVES ;IS 13631:1992

WATER CONTENT AFTER TREATMENT (MAX.):10 PPM ;IS 13567 : 1992

SK VALUE MAX:0.04 ;IS 335 :1993 ANNEX D

PCB CONTENT:BELOW DETECTION LIMIT

(SCH-5 OF THE HAZARDOUS WASTES RULES 2008, MOE&F,GOI.)

PACKING: IS1783

1.OIL SHALL BE SUPPLIED IN CLEAN STEEL DRUM OF 210 LITRES
NOMINAL CAPACITY CONFIRMING TO TYPE A OR B OF IS-1783.
2.OIL DRUM SHALL BE NITROGEN PRESSURISED AND
EFFECTIVELY SEALED TO AVOID INGRESS OF MOISTURE.
SPECIAL INSTRUCTIONS:
THE TENDERER SHOULD SUBMIT THE MSDS ALONG WITH THEIR OFFER

VENDOR SHOULD MENTION EXCISE DUTY, TARIFF NUMBER, ESTIMATED ASSESSABLE PRICE AND APPLICABLE EXCISE DUTY PERCENTAGE(RATE) FOR EACH ITEM QUOTED, IF EXCISE DUTY IS APPLICABLE, IN THE OFFER, FAILING WHICH THE OFFER SHALL BECOME LIABLE FOR REJECTION.

IF THE VENDOR IS DEALER/STOCKIST/TRADER, THE ESTIMATED ASSESSABLE PRICE OF THE PRODUCT OBTAINED BY THEM FROM THE MANUFACTURER (WHEREVER APPLICABLE) AND/OR MRP WITH ABATEMENT, IF ANY, EXCISE DUTY TARIFF NUMBER AND APPLICABLE EXCISE DUTY PERCENTAGE (RATE) SHOULD BE MENTIONED IN THE OFFER, FOR EACH ITEM QUOTED, IF EXCISE DUTY IS APPLICABLE, WHICH THE OFFER SHALL BECOME LIABLE FOR REJECTION.

a) CST/SST Regn No. _____

b) TIN/GRN No. _____

" The supplier shall furnish the inspection call along with all internal test reports sufficiently in advance to enable VSP to examine the same and issue dispatch clearance/carry out inspection at the suppliers premises. Inspection shall be carried out at VSP Stores for all items covered under operational consumables etc. VSP reserves its right to alter the place of inspection at its sole discretion. The dispatch of stores by the suppliers shall be only after receipt of dispatch clearance or accepted inspection note as applicable."

Vendors can know the status of their ITTs, A/Ts , Supplies through "Vendor Information System" .
Please Visit www.vizagsteel.com and MM to access the system or
http://cis.vizagsteel.com/forms/frmservlet?form=MATS_VIS_LOGIN.fmx

'Quality, Environment & Occupational Health and Safety policy' of VSP is available at VSP site www.vizagsteel.com. It is expected that all concerned also adopt and evolve their own policies on Safety, Health and Environment in conformity with ISO 14001: 2004.

No. of sources : 100%.

Signature of the tenderer

COMMERCIAL FORMAT FOR INDIGENEOUS SUPPLIES

(Tenderers shall submit the same along with their Techno-commercial offer failing which, the offer shall be evaluated as per procedure in vogue.)

QUOTATION No. & Date :

ITT No. & Date : Pur.

Date:

Tender Opening Date due on :

S.No	Clause	To be filled in by the Tenderer Please put Tick (/) mark in the appropriate places
1	User- ID for participation in the Reverse e-auction (Please refer Clause No. 16 of Detailed Terms & conditions of Invitation to supply tender)	
2	Price Basis (Please refer Clause:2 of ITT)	F O R VSP Stores _____ F O R Visakhapatnam _____ F O R JLM Mines _____ F O R MDM Mines _____ Ex-Works _____ F O R Despatching Station _____ (Please indicate the place of Ex-works / Despatching Station)
3	Packing & Forwarding Charges	Included _____ Extra _____
4	Freight Charges (Please refer Clause:2.1 of ITT) Insurance	Included _____ Extra _____ Included ----- Extra í í ..
5	Excise Duty / CVD / Additional Duty (Please refer Clause:4.0 of ITT)	Excise Duty Applicable : Yes _____ / No _____ % Excise Tariff Rate : _____ Extra / _____ Included (incl. Edn. Cess & HEdn.C) Excise Tariff No. _____ : CVD / Addl. Duty applicable : Yes _____ / No _____ CVD / Addl. Duty applicable (Rs.) : _____ Extra / _____ Included Whether Excise Assessable Value is mentioned in the Price Bid, Confirm: Yes ..í / No í í Cenvat documents shall be submitted : Yes ____ / No ____
6	Sales Tax / VAT	% CST applicable : _____ Extra / _____ Included `Cøform : Required / Not Required % VAT applicable : _____ Extra / _____ Included %TOT applicable : _____ Extra / _____ Included

7	Terms of Payment (Please refer Clause:3.1 of ITT)	<u>Acceptance of VSP's Payment Terms :</u> 100% payment against receipt & acceptance of the Materials at VSP stores with a credit period of 60 days ____ (OR) Please enter offered terms in case of deviation. Suitable loading i.e., interest @ 20% per annum for on LNCP Price shall be loaded as per norms of the company in case tenderer quotes less credit period than 60days.
8	(a) Mode of Payment (b) Details of Bank Account furnished (Please refer Clause:3.2 of ITT)	NEFT / RTGS / Any other Mode of Electronic Fund Transfer. Yes ____ / No ____
9	DGS & D Rate contract (if available, willing to contract with VSP at same price & terms but with VSP's payment terms.	Available and willing to accept along with VSP's payment terms ____ (OR) Available but, NOT willing to accept VSP's payment terms (deviations, if any to be separately mentioned) : (OR) Not available. Hence not applicable ____
10	Delivery Schedule (refer to our schedule of material cum specification sheet)	
11	Validity period from the date of tender opening	90 days ____ 120 days ____
12	L/ D Clause acceptance as per the Clause No.22 of VSP's GCC for Supply	Yes ____ / No ____
13	Guarantee clause acceptance as per Clause 67 of Detailed Terms & conditions of Invitation to supply tender	Yes ____ / No ____

N B : All other terms and conditions shall be as per Detailed Terms and Conditions to Invitation to Supply Tender and VSP's GCC for supply. The same can be downloaded from VSP's website : www.vizagsteel.com

- 1) The tenderers may kindly note that VSP shall be conducting `Reverse e-auction` prior to opening of the `sealed price bids` of all the Technically & Commercially acceptable tenderers and lower of the prices obtained through above modes shall be considered for arriving at `L1` price. For more details, the tenderers may kindly refer our detailed terms and conditions of Invitation to supply Tender available on our website: www.vizagsteel.com. The path is as follows: www.vizagsteel.com → Tenders → Materials Mgmt. Dept. → Detailed terms and conditions of Invitation to Tender → Detailed terms and conditions of Invitation to supply tender (**Refer Clause: 2.0 PRICES**)
- 2) In the event of failure to clearly indicate their option against any of the above commercial terms, RINL/VSP would consider that the tenderer has accepted either the respective ITT terms or the option that is beneficial to RINL; and the offer shall be processed accordingly.
- 3) Any ambiguity or lack of clarity is liable to result in the offer being evaluated with suitable loading or even rejection of offer.

Station :
Date :

Signature of the Tenderer (or) their authorized Representative with Seal

ANNEXURE III TO TENDER NO. Pur. 4.62.0045/0282, Dtd. 24/11/2014

INSTRUCTIONS TO TENDERERS

- 1.0 **Establishment of Credentials of Un-enlisted Vendors:** If tenderer who responds to this tender notice is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the ITT REFERENCE or ADVERTISEMENT TENDER REFERENCE as the case may be, along with the tender.

a) In respect of Indigenous Firms :

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

(OR)

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

(OR)

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

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

b) In respect of Overseas Tenderers :

Copies of the following documents shall be furnished in lieu of the documents (i) to (vi) listed at 2(a) above.

- (i) Notarised registration certificate from chamber of commerce / their respective designated Govt., Agency in English Version.
- (ii) Self Certified financial worth and audited financial statements for the last three (3) years.
- (iii) Self-certified Purchase Orders / contracts copies for the same or similar tendered item/s.
- (iv) Self-certified ISO certificate, if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents except (vi) of (a) and (iv) of (b) or if RINL / VSP finds that the creditability of the un-enlisted vendor is not satisfactory on the basis of the documents furnished. The vendor

shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard shall be final.

2.0 **PRE QUALIFICATION CRITERIA REQUIRED**

The parties other than the enlisted parties with RINL(VSP) for tendered item shall submit copy of purchase orders of Transformer Oil. The tenderer other than those registered with VSP for tendered items shall also submit copy of Certificate from the Competent Authority that they are the Manufacturer of Transformer Oil. The Offers shall be accepted only from the Manufacturers.

- 2.1 In case the Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.
- 2.2 The tenderers are requested to fill up the check list as at **Annexure – V** of the Tender document.
- 2.3 ***Integrity Pact***: REQUIRED

3.0 **SUBMISSION OF OFFERS:**

3.1 **QUOTING OF PRICE(S):**

- 3.2 **PRICE BASIS** : The price quoted should be on FOR VSP Site basis inclusive of applicable taxes, duties, levies, insurance and freight. However, the rate of taxes, duties, levies, Insurance and freight considered are to be indicated separately. **The prices shall remain firm and fixed during the tenure of the contract.** However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier. **Offer with variable price shall not be considered.**

- 3.3 **VALUE ADDED TAX (VAT)**: Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input tax credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. For the purpose of evaluation of tenders/bids floated by RINL/VSP, the rate of ITC that would be available to RINL/VSP shall be as under as on date:

- i) Item with 5% VAT qualifies for Input Tax Credit @ 1.77%
- ii) Item with 14.5% VAT qualifies for Input Tax Credit @ 11.26% as on date for evaluation purpose.

- 3.4 **However, in case tenderers quote any other terms, other than those mentioned in these tender documents, the same shall be loaded as per VSP norms while evaluating their offer.**

4.0 **TERMS OF PAYMENT:**

- 4.1 100% payment shall be released against submission of Tax invoice/commercial invoice in duplicate to Manager F&A, P.B.I. The payment shall be released within 60 days from the date of receipt of material at stores and GARN. Payment terms other than the above shall be suitably loaded for evaluation. The loading would be @ 20% per annum in case tenderer quotes less credit period than 60 days.

- 4.2 In case of indigenous offers, PURCHASER encourages Electronic Fund Transfer for payment direct to Seller's Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Payment through cheque will not be made.
Any other mode of payment term will be suitably loaded while evaluating the tender other than credit payment as per VSP's procedure.
- 4.3 The price bid should only contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.
- 4.4 In case an offer with deviations to payment terms is considered by RINL/VSP, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final and binding.

5.0 VALIDITY OF THE OFFER:

The offer shall be firm and valid for a period of **120 (One hundred twenty only)** days from the date of opening of tenders or extended tender opening date.

6.0 The EMD/BID MONEY shall be forfeited:

If a Tenderer withdraws or modifies their BID/offer during the period of BID validity specified by the Tenderer, or backed out from the offered terms and conditions which were agreed in their offer.

7.0 STATEMENT OF DEVIATIONS:

- 7.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the **evaluation of his offer or rejection by RINL**. Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms and conditions of the Tender document, except for the deletions / deviations specifically proposed by them in their offer.

7.2 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:

- (a) Specification (b) Validity of offer (c) Price firmness (d) Liquidated damages,
(e) Weightment (f) Risk Purchase (g) Submission of EMD/BID MONEY
(h) Inspection (i) Penalty and total rejection (j) Arbitration and Jurisdiction (k) Default and (l) offers received by cable, e-mail, telex, fax or Telegram (s) late / delayed offers .

8.0 OTHER GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:

- 8.1 Each page of the offer should be numbered consecutively, referring to the total number of

pages comprising the entire offer, at the top right-hand corner of each page.

- 8.2 Each page of the offer should be signed by the authorizing officer(s) of the Tenderer.

The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear, in Block capital letters, superscription **“Tender for supply of 180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993 against Tender No. Pur. 4.62.0045/0282, Dtd. 24/11/2014** should also bear superscription:

Part-A: Techno-Commercial Bid or

Part-B: Price Bid.

The two envelopes should then be sealed separately. The name and address of the tenderer should be mentioned on each of this envelope.

- 8.3 The envelopes referred to in para 8.2 above should be placed in another envelope which should be addressed to the **GENERAL MANAGER(MM), Administration Building, Block-A, Purchase Dept, Vsakhapatnam Steel Plant, Vsakhapatnam 530 031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription **“OFFER IN RESPONSE TO TENDER NO. Pur. 4.62.0045/0282, Dtd. 24/11/2014** . This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

- 8.4 Tenders will be accepted upto **10.30 Hrs (IST), on the tender opening date.** The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present. The date and time of opening of price bid shall be intimated separately to technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorized representatives of the Tenderers who may choose to be present.

- 8.5 **In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.**

- 8.6 **The price quotations should be given in the Part – B : Price bid and not in any other accompanying documents or statement. No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.**

- 8.7 **Offers received by VSP by cable, e-mail, telex, fax or telegrams and tenders received late / delayed will not be considered under any circumstances.**

9 COMPLETENESS OF THE TENDER:

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

10.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:

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

VSP website links for downloading the required formats.

Website: www.vizagsteel.com

1) DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY TENDER

Link: www.vizagsteel.com <MM> <MM Tenders><Detailed terms and conditions to Invitation to Tender (ITT)> <Detailed terms and conditions to Invitation to supply tender>

- 2) General Conditions of contract for supply(G C C).. Same as above.
- 3) Annexure.II (Commercial format) .. page no: 9 & 10 of sl.no.1 above.
- 4) Authorisation letter from Manufacturer to trader. .. Available at sl.1 above.

SPECIAL ATTENTION: At any time prior to the deadline for submission of the bids, MM dept of VSP may , for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's website at regular intervals

The bidder should refer to RINL's website regularly for any corrigendum.

NOTE: DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID

PART-A Techno-commercial bid (In a separate sealed cover)

- 1) Annexure.I -Technical Specification
- 2) Commercial format (annexure.II of Terms and conditions)
- 3) Check list of Annexure-V
- 4) Blank price bid (by blanking all figures and words of Annexure - IV.
- 5) Integrity Pact duly signed and stamped on all the pages.
- 6) EMD.**

PART-B PRICE BID. (In a separate sealed cover)

ANNEXURE-IV -A TO TENDER NO. Pur . 4.62.0045/0282, Dtd. 24/11/2014

PROFORMA FOR PRICE BID FOR INDIGENOUS OFFER

1.* Name of the Tenderer :

2.* Address :

Sl No	Item Description	Qty. (in Ltrs)	Basic Unit Price (Rs.)	E.D & Cess (Rs.)	Sales Tax (Rs.)	Freight (Rs.) (If any)	Insurance (Rs.)	Landed cost (Rs.)
1	180000 LITERS OF TRANSFORMER OIL GRADE-II AS PER IS:335:1993	180000						

EXCISE ASSESSABLE VALUE : Rs. per ltr.

Entry Tax (if any) :

(* - Also to be indicated in “Part-A: TECHNO COMMERCIAL BID” by blocking the price part)

Note: (i) Specify APVAT and TIN No. if supplies are from Andhra Pradesh, India**SIGNATURE OF THE PARTY**

P.S. The tenderer shall enclose the blank format of price bid along with Techno-Commercial offers except indicating the percentage of taxes and duties levied and shall give specific confirmation that except the data asked for in the price bid, no other information or condition is given in the price bid. Price bid should contain no caveat conditions. In case any other data not relevant is noted in the price bid, offer shall be summarily rejected.

ANNEXURE-IV TO TENDER NO Pur . 4.62.0045/0282, Dtd. 24/11/2014
SEE PARA 2.4 OF INSTRUCTIONS TO TENDERERS CHECK LIST TO BE FILLED UP
AND SENT ALONG WITH
TECHNO -COMMERCIAL BID – PART-A OF YOUR OFFER

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 2.0 of OPEN Tender notice		
3	Technical specifications	To be confirmed as per Annex-I of tender document		
4	Commercial format (Annexure.II)	To be submitted duly signed & stamped		
5	Delivery schedule	To be confirmed as per Para . 2 of Annexure-I		
6	Payment terms	To be confirmed as per Cl.4.0 of Annx-III of ITT		
7	BID BOND/BID MONEY	To be confirmed as per Cl. 5.0 of tender notice		
8	Price Basis	To be confirmed as per Cl.3.2 of Annx-III of ITT		
9	Price firmness	To be confirmed as per Cl. 3.0 of Annx-VI of ITT		
10	Insurance	To Tenderer's a/c		
11	Packing & Marking	To be confirmed as per Cl.6.O of Annx-IV of ITT		
12	Weighment	--		
13	Submission of CENVAT documents for indigenous supplies	To be confirmed as per Cl.5.0 of Annex-IV of ITT		
14	Validity of offer	To be confirmed as per Cl.5.0 of Annx-III of ITT		
15	Inspection	To be confirmed as per Cl.1.1 of Annex-VI of ITT		
16	Test certificate	To be confirmed as per Cl.7.0 of Annex-VI of ITT		
17	Liquidated damages	To be confirmed as per Cl. 8 of Annx-VI of ITT		
18	Total Rejection Clause	To be confirmed as per Cl.No.1.2 of Annexure-VI		
19	Default	To be confirmed as per Cl.9.0 of Annx-VI of ITT		
20	Other general conditions of contract for supply	To be confirmed as uploaded & available in VSP's Website:www.vizagsteel.com		

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Signature and Name of the Tenderer with Seal

ANNEXURE-VI TO TENDER NO. Pur . 4.62.0045/0282, Dtd. 24/11/2014

SPECIAL TERMS & CONDITIONS:

1 INSPECTION:

- 1.1 The material shall be inspected at Supplier's premises before dispatch. The supplier has to give Inspection Call for conducting Inspection at "Supplier's Premises" by third party. The technical parameters are at Annexure-I. The material has to be dispatched after getting the Inspection Certificate from Inspection Agency.
- 1.2 **TOTAL REJECTION :** All deviations/rejections shall be informed to the Seller. The Seller is to ensure lifting of the rejected material immediately from the date of issue of such notice to the Seller. Payment, if any, made by the Company for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediately supply of equivalent quantity of material as per order specifications to maintain material availability at plant.

2.0 WEIGHMENT: N.A.

- 3.0 **PRICE FIRMNESS :** The price shall remain firm during the period of contract. Offer with variable price shall not be considered.

4.0 TERMS OF PAYMENT: .

- 4.1 100% payment shall be released against submission of Tax invoice/commercial invoice in duplicate to Manager F&A, PB-I. The payment shall be released within 60 days from the date of receipt of material at VSP stores & GARN.
- 4.2 In case of Indigenous i.e., Indian offers, PURCHASER encourages Electronic Fund Transfer for payment direct to Seller's Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Cheque date will be considered for arriving at 60th day wherever payment is made by Cheque. Any other mode of payment term will be suitably loaded while evaluating the tender.
- 5.0 The Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass (duplicate copy) for the transporter (for availing CENVAT) and "Tax Invoice" (for availing VAT) is handed over by the transporter to VSP. In case of non-submission of this document, the amount equivalent to the loss of CENVAT / VAT shall be recovered from the amount due.
- 6.0 **PACKING & FORWARDING:** The material shall be supplied by the supplier in new non-returnable steel barrels as specified in Annexure-I.

7.0 TEST CERTIFICATE:

- 7.1 Material test certificate shall be submitted along with each consignment as per ordered specification.

- 7.2 Replacement of defective materials shall be made free of cost (including duties in India to Seller's account) at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at their expenses.

8.0 LIQUIDATED DAMAGES:

- 8.1 Delivery is the essence of the Contract. To recover from the supplier /contractor, liquidated damages not by way of penalty, a sum of 0.5% of the price of any stores which the supplier/contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores/item/s.

9.0 DEFAULT :

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER IN ANY MANNER OR OTHERWISE FAIL TO PERFORM THE ACCEPTANCE TO Tender should a receiver be appointed on its assets or make or enter in 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, SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by any reason of or in connection with SELLER'S DEFAULT. This Clause is however subject to Force Majeure, as specified in the General Conditions of Contract, available in VSP's website.

10.0 Tenderers shall fill up and confirm their acceptance with signature and stamp to our schedule of material cum specification format(Annexure-i) and submit the same along with the Techno commercial bid Part-A else the offer shall not be considered

- 11.0 All other terms and conditions shall be as per Detailed terms and conditions of ITT and G.C.C for Supply of Material. The same is available at RINL/VSP website: www.vizagsteel.com

VIGILANCE TOLL FREE NO:18004258878