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OPEN TENDER NOTIFICATION

Invitation to Tender No.Pur.4.20.0060/0484 Dated 22.05.2015

Sealed tenders are invited for PLANTE LEAD ACID BATTERIES

Last date & time for receipt of Tenders **by 1030 Hrs (IST) on 06.07.2015**

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Tenderers who are interested in participating in the tender can download the tender document from our website: www.vizagsteel.com and submit their offer before 1030 hours (IST) on last date of receipt of tender as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

Tenderers are required to visit our website regularly for any corrigendum/addendum.

ED (MM)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Government of India Enterprise)

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Invitation for Tender No. Pur.**4.20.0060/0484 Dt.22.05.2015** for PLANTE LEAD ACID
BATTERIES

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OPEN TENDER NOTICE FOR SUPPLY OF PLANTE LEAD ACID BATTERIES

INVITATION TO TENDER NO. PUR. 4.20.0060/0484 Dt.22.05.2015.

1.0 NOTICE INVITING TENDERS FOR PLANTE LEAD ACID BATTERIES.

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders from **Indigenous Manufacturers/suppliers** only for **PLANTE LEAD ACID BATTERIES** conforming to Technical specifications at **Annexure -I** of tender documents.

1.2 **QUANTITY:** The PURCHASER intends to procure the **PLANTE LEAD ACID BATTERIES** of 7 types from single source. Item-wise quantities are mentioned in the technical specification (**Annexure-I**).

1.3 **PREQUALIFICATION CRITERIA:** Pre-qualification criteria is as per **Annexure-IA** enclosed. Tenderers shall enclose Annexure-IA along with all the supporting documents for the same and place this inside the Techno Commercial Bid cover. Technical Bids of only those tenderers who qualify w.r.t. the requirements in the Annexure-IA, will be considered for technical evaluation

1.4 **DELIVERY:** The delivery requirement for all the 7 items by RINL/VSP is within 8 to 12 weeks from date of order (approx.). The supplier is requested to indicate their best possible delivery schedule item-wise.

1.5 RINL, VSP reserves the right to negotiate with the tenderers without prejudice to their quoted prices.

1.6 Tenderers should submit their tenders in two parts:

**Part-A : Techno-Commercial Bid and
Part-B : Price Bid**

in separate sealed envelopes indicating clearly on the cover whether it contains Part A: Techno- Commercial Bid or Part B : Price Bid.

1.6.1 A Proforma as given in **Annexure -III** of the Tender Documents is prescribed for Part-B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed proforma. *The details of Prices if mentioned in both the Techno commercial as well as price bid, the price bid details shall be considered as final for evaluation.* Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration

1.6.2 RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 1.6.3 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis

of landed net of cenvat price at VSP stores. The bidders shall register themselves and give USER ID details positively in the Techno Commercial bid.

1.6.3 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the following steps:

- Go to www.vizagsteel.com
- Click on auctions link.
- Click on MM Reverse e-auctions
- Click on "new user!!! Click to register" for generating user ID and fixing corresponding password.

1.6.4 Definition of key terms for reverse auction and RINL's reverse e-auction user manual is uploaded on our web site www.vizagsteel.com under auctions menu and MM reverse auctions sub menu. TA & CA tenderers would be authorized to quote their LNCP prices on only e-reverse auction engine on a fixed time and date.

After the completion of the reverse e-auction at the end of price delivery process, the purchase order would be placed in the normal mode.

In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat considering the buy back price also. Modalities of evaluation of landed net of cenvat price is given below.

Illustration for calculation of landed Net of VAT/CENVAT:

I. PLANTE LEAD ACID BATTERIES			Rs.	Rs.
1.	MATERIAL COST PER UNIT	A	1000	1000
2.	EXCISE DUTY @ 12.36%	B	125	125
3	SALES TAX	C	CST @2% 22.47	VAT @ 5%* 56.18
4	LANDED COST	D	1146.07	1179.78
5	VAT INPUT CREDIT (@ 1.58%)	E	0	17.75
6	LANDED NET OF CENVAT COST (LNCP)	F=D-B-E	1022.47	1034.83
II FOR SERVICE RENDERED				
7	SERVICE COST PER UNIT	G	100	100
8	SERVICE TAX@12.36%	H	12.36	12.36
9	LANDED VALUE	I	112.36	112.36
10	LANDED NET OF CENVAT	J=I-H	100.00	100.00
11	Buyback price per unit	K	100	100
12	TOTAL LNCP	L=F+J-K	1022.47	1134.83

1.6.5 **EVALUATION:** In case of the reverse e-auction is conducted the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received in the physical mode of tender, a composite comparative statement shall be made considering the lower of prices (i.e sealed price bid prices and reverse e-auction prices) of all the parties. Placement of orders shall be considered on the L1 price(LNCP) so arrived.

1.7 **BID MONEY/EMD:**

- 1.7.1 Tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers Cheque (both subject to realization) drawn on any Scheduled commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount of Rs 1,75,000/- (Rupees One Lakh Seventy Five thousand only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid
- 1.7.2 Tenders received without the EMD / bid Money of requisite value will be summarily rejected. Bid money shall not accrue interest.
- 1.8.0 Tenders will be accepted upto **1030 Hrs (IST) on 06.07.2015**. Techno-Commercial part of the Tender (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised 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 Authorised Representatives of the Tenderers who may choose to be present in case reverse e auction option is not exercised by RINL/VSP
- 1.8.1 Tenders submitted against NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. The employer reserves the right to open the original offer along with revised offer(s).
- 1.9 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT basis.
- 2.0 Notwithstanding anything specified in this Tender Documents, RINL, in their sole discretion, unconditionally and without having to assign any reason, reserves to themselves 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 reject the offers not conforming to the tender terms and
 - d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
 - e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) subject to submission of documents as stipulated at 9.3 of Annx-II. In case Local MSE becomes TAL1 tenderer purchase preference will not be extended to another Local MSE in that tender.
- 3.0 VSP after opening the tender/bid document may seek in writing documents/clarifications which are necessary for evaluation of the tender/bid document from tenders/bidders or issuing authority for confirmation of eligibility/pre qualification stipulated in the NIT.

ED (MM)

Item Serial No: 001

Catalog Number: 84 /E8810103009

Description: PLANTE LEAD ACID BATTERIES OF CAPACITY :110V, 40 AH. QTY. - 3 SETS.

A.Specification:

SI No.	Parameter	Required	Quoted By Party
1	ITEM	PLANTE TYPE LEAD ACID BATTERY	AS PER IS1652-1991
2	VOLTAGE	110 V	
3	CAPACITY	40 AH	
4	DISCHARGE DUTY	10 HR	
5	CELL DESIGNATION AS PER IS	P40P-HDP	
6	NUMBER OF CELLS	55	
7	POSITIVE PLATES	PURE LEAD PLANTE PLATES OF LAMELLE TYPE	
8	NEGATIVE PLATES	PASTED TYPE NEGATIVE PLATES	
9	CONTAINER	TRANSPARENT & OF TOUGH PLASTIC (SAN)	
10	COMPLETE WITH	CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS,SUFFICIENT ELECTROLYTE FOR FIRST	
11	.	FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF	
12	.	PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND CELL	
13	.	INSULATORS ETC.	
14	LOCATION	ELECTRICAL SUBSTATION	
15	OVERALL CONSTRUCTION & OTHER FEATURES	AS PER IS:1652-1991	
16	WHETHER STANDS OR STILLAGES	SINGLE ROW, TWO TIER. REQUIRED AND IF SO, DETAILS OF LAYOUT OR SPACE AVAILABLE	
17	THE LAYOUT ACCESSORIES SHALL	A) DIGITAL MULTIMETER, B) SYRINGE TYPE HYDROMETER- INCLUDE,BUT NOT BE LIMITED TO FOLLOWING	
18	.	02 NOS ,C) INSULATED SPANNERS OF REQUIRED SIZE	
19	.	D) GLASS TYPE THERMOMETER, E) RUBBER SYRINGE,	
20	.	F) RUBBER APRONS, HAND GLOVES AND GUM BOOTS	
21	.	(SIZE-8) SUITABLE FOR ACID HANDLING, G) INTER TIER AND	
22	.	INTER ROW CONNECTORS, H) ACID POURING JUG	
23	.	I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED	
24	.	NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.	
25	THE PROPOSED METHOD OF WORKING, THAT IS CHARGE-DISCHARGE, FLOAT WORKING, OR STAND-BY WITH OR WITHOUT	FLOAT WORING (130 V)	
26	TRICKLE CHARGING (IN CASE OF -DO- FLOAT WORKING, THE FLOATING VOLTAGE,THE LIMITS OF REGULATION ARE TO BE		
27	INDICATED.	-DO-	

- 28 TEST CERTIFICATES AS PER ANNEXURE-A
 29 . CERTIFICATE SHALL BE FOR THE BATTERY OF SAME RATING
 OR OF HIGHER CAPACITY.
 30 INFORMATION TO BE FURNISHED BY AS PER ANNEXURE-C OF IS 1652-1991.
 SUPPLIERS (ALONG WITH
 MATERIAL)

B. Special Instruction:

 As Required

Confirmed by Party

1. The scope of work shall include:

a) Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers, with suitable vent plug for reducing evaporation of water while allowing gas to escape. The scope of work shall also include supply of electrolyte, conducting initial charge and discharge cycles and handing over the battery bank ready for use by VSP. All consumables and other necessary items like the Standard accessories, Inter Row & Inter tier connectors etc shall be included in the offer

b) Supply and installation of teak wood structure painted with acid proof paint, lead link plates, stainless steel bolts and nuts with washer, support insulators and other necessary accessories.

c) Supervision of decommissioning and removal of old battery bank and stand.
 The party shall take back the removed old batteries and stands with them.

2. Buy back cost of removed battery bank shall be indicated in the offer.

3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.

4. All consumables and other items necessary shall be included in the offer.

5. The performance guarantee shall cover proper performance, leakage, short circuit, open circuit of cells etc for a minimum of 12 months from the date of handing over the system to VSP after commissioning

Item Serial No: 002

Catalog Number: 84 /E8810105004

Description: PLANTE LEAD ACID BATTERIES OF VOLTAGE :384V,40AH. QTY. - 1 SET

A. Specification:

 SIno. Parameter

Required

Quoted By Party

1	ITEM	PLANTE TYPE LEAD ACID BATTERY AS PER IS1652-1991
2	VOLTAGE	384 VOLTS
3	CAPACITY	40 AH
4	DISCHARGE DUTY	1 HR
5	CELL DESIGNATION AS PER IS	P40P-HDP
6	NUMBER OF CELLS	192

- 7 POSITIVE PLATES PURE LEAD PLANTE PLATES OF LAMELLE TYPE
- 8 NEGATIVE PLATES PASTED TYPE NEGATIVE PLATES
- 9 CONTAINER TRANSPARENT & OF TOUGH PLASTIC (SAN)
- 10 COMPLETE WITH CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS,CONNECTORS , SUFFICIENT ELECTROLYTE FOR
- 11 . FIRSTFILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID
- 12 . PROOF PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND
- 13 . CELL INSULATORS etc.
- 14 APPLICATION FOR UPS
- 15 OVERALL CONSTRUCTION & OTHER AS PER IS:1652-1991 FEATURES
- 16 THE LAYOUT ACCESSORIES SHALL A) DIGITAL MULTIMETER, B) SYRINGE TYPE HYDROMETER- INCLUDE,BUT NOT BE LIMITED TO 02NOS ,C) INSULATED SPANNERS OF REQUIRED SIZE FOLLOWING
- 17 . D) GLASS TYPE THERMOMETER, E) RUBBER SYRINGE, F) RUBBER APRONS, HAND GLOVES AND GUM BOOTS (SIZE-8)
- 18 . SUITABLE FOR ACID HANDLING, G) INTER TIER AND INTER ROW CONNECTORS, H) ACID POURING JUG
- 19 . I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.
- 20 PROPOSED METHOD OF WORKING FLOAT WORKING (422V)
- 21 TEST CERTIFICATE AS PER ANNEXURE-A
- 22 INFORMATION TO BE FURNISHED BY AS PER ANNEXURE-C OF IS 1652-1991. SUPPLIERS (ALONG WITH MATERIAL)

B. Special Instruction:

As Required

Confirmed by Party

1)The scope of work shall include:-

- a)Supply and, Supervision of erection and commissioning of stationary lead acid batterieswith PLANTE positive plates in transparent tough plastic containers, with suitable vent plug for reducing evaporation of water while allowing gas to escape. The scope of work shall also include supply of electrolyte,conducting initial charge and discharge cycles and handing over the battery bank ready for use by VSP. Acceptance tests as per IS1652 shall be carried out in the presence of the user Dept.
 - b)Supply and installation of teak wood structure painted with acid proof paint,lead coated copper or Aluminium connectors, lead coated bolts and nuts with washers ,support insulators and other necessary accessories.
 - c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.
2. Buy back cost of removed battery bank shall be indicated in the offer.
 3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.
 4. Catalogues shall be submitted by the tenderer.
 5. The performance guarantee shall cover proper performance , leakage, short circuit, open circuit ofcells etc for a minimum of 12 months from the date of handing over the system to

VSP after commissioning.

Item Serial No: 003

Catalog Number: 84 /E8810109005

Description: PLANTE LEAD ACID BATTERIES OF CAPACITY :220V,150AH. QTY. - 5 SETS

A.Specification:

SINo.	Parameter	Required	Quoted By Party
1	ITEM	PLANTE TYPE LEAD ACID BATTERY	AS PER IS1652-1991
2	VOLTAGE	220 VOLTS	
3	CAPACITY	150AH	
4	DISCHARGE DUTY	10 HOURS	
5	CELL DESIGNATION AS PER IS	P 150P-HDP	
6	NUMBER OF CELLS	105	
7	CONTAINER	TRANSPARENT & OF TOUGH PLASTIC (SAN)	
8	COMPLETE WITH	CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS,SUFFICIENT ELECTROLYTE FOR FIRST	
9	.	FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF	
10	.	PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND CELL	
11	.	INSULATORS ETC.	
12	APPLICATION	FOR ELECTRICAL SUBSTATION	
13	OVERALL CONSTRUCTION & OTHER AS PER IS:1652-1991	FEATURES	
14	DETAILS OF LAYOUT	TWO TIER, DOUBLE ROW	
15	THE ACCESSORIES SHALL	A) DIGITAL MULTIMETER, B) SYRINGE TYPE HYDROMETER- INCLUDE,BUT NOT BE LIMITED TO	
16	.	02 NOS ,C) INSULATED SPANNERS OF REQUIRED SIZE	
17	.	D) GLASS TYPE THERMOMETER, E) RUBBER SYRINGE,	
18	.	F) RUBBER APRONS, HAND GLOVES AND GUM BOOTS	
19	.	(SIZE-8) SUITABLE FOR ACID HANDLING, G) INTER TIER AND	
20	.	INTER ROW CONNECTORS, H) ACID POURING JUG	
21	.	I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED	
22	.	NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.	
23	THE PROPOSED METHOD OF WORKING	FLOAT WORKING (242 V)	
24	TEST CERTIFICATES	AS PER ANNEXURE-A	
25	.	SHALL BE SUBMITTED ALONG WITH THE OFFER. THE CERTIFICATE SHALL BE FOR THE BATTERY OF SAME OR	
26	.	OF HIGHER CAPACITY IN THE RANGE USING PLATES OF SAME AMPERE HOUR.	
27	INFORMATION TO BE FURNISHED BY AS PER ANNEXURE -C OF IS 1652-1991	SUPPLIERS (ALONG WITH MATERIAL)	

B. Special Instruction:

As Required	Confirmed by Party
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1)The scope of work shall include:-

a)Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers, with

suitable vent plug for reducing evaporation of water while allowing gas to escape. The scope of work shall also include supply of electrolyte, conducting initial charge and discharge cycles and handing over the battery bank ready for use by VSP. Acceptance tests as per IS1652 shall be carried out in the presence of the user Dept.

b) Supply and installation of teak wood structure painted with acid proof paint, lead coated copper or Aluminium connectors, lead coated bolts and nuts with washers, support insulators and other necessary accessories.

c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.

2. Buy back cost of removed battery bank shall be indicated in the offer.
3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.
4. All consumables and other items necessary shall be included in the offer.
5. Catalogues shall be submitted by the tenderer.
6. The performance guarantee shall cover proper performance, leakage, short circuit, open circuit of cells etc for a minimum of 12 months from the date of handing over the system to VSP after commissioning.
7. All parameters in the "SMCS" & The "special instructions" shall be confirmed point wise and required details shall be submitted, failing which the offer is liable for rejection.

Item Serial No: 004

Catalog Number: 84 /E8810113002

Description: PLANTE LEAD ACID BATTERIES OF VOLTAGE :220V,250AH. QTY. - 11 NOS.

A. Specification:

SINo.	Parameter	Required	Quoted By Party
1	ITEM	PLANTE TYPE LEAD ACID BATTERIES AS PER IS 1652-1991	
2	VOLTAGE	220 V	
3	CAPACITY	250 AH	
4	DISCHARGE DUTY	10 HOURS	
5	CELL DESIGNATION AS PER IS	P 250P-HDP	
6	NUMBER OF CELLS	105	
7	CONTAINER	TRANSPARENT & OF TOUGH PLASTIC (SAN)	
8	COMPLETE WITH	CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS, SUFFICIENT ELECTROLYTE FOR FIRST	
9	.	FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF	
10	.	PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS, STAND INSULATORS AND CELL	
11	.	INSULATORS ETC.	
12	APPLICATION	FOR ELECTRICAL SUBSTATION	
13	OVERALL CONSTRUCTION & OTHER AS PER IS:1652-1991		
	FEATURES		
14	DETAILS OF LAYOUT	TWO TIER, DOUBLE ROW	
15	THE ACCESSORIES SHALL INCLUDE, BUT NOT BE LIMITED TO FOLLOWING	A) DIGITAL MULTIMETER, B) SYRINGE TYPE HYDROMETER-	
16	.	02 NOS ,C) INSULATED SPANNERS OF REQUIRED SIZE	
17	.	D) GLASS TYPE THERMOMETER, E) RUBBER SYRINGE,	
18	.	F) RUBBER APRONS, HAND GLOVES AND GUM BOOTS	
19	.	(SIZE-8) SUITABLE FOR ACID HANDLING, G) INTER TIER	

- AND
- 20 . INTER ROW CONNECTORS, H) ACID POURING JUG
- 21 . I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED
- 22 . NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.
- 23 THE PROPOSED METHOD OF FLOAT WORKING (242 V)
WORKING,
- 24 TEST CERTIFICATES AS PER ANNEXURE-A
- 25 . SHALL BE SUBMITTED ALONG WITH THE OFFER. THE
CERTIFICATE SHALL BE FOR THE BATTERY OF SAME OR
- 26 . OF HIGHER CAPACITY IN THE RANGE USING PLATES OF SAME
AMPERE-HOUR.
- 27 INFORMATION TO BE FURNISHED BY AS PER ANNEXURE-C OF IS 1652-1991.
SUPPLIERS (ALONG WITH
MATERIAL)

B. Special Instruction:

As Required

Confirmed by Party

1)The scope of work shall include:-

a)Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers, with suitable vent plug for reducing evaporation of water while allowing gas to escape. The scope of work shall also include supply of electrolyte,conducting initial charge and discharge cycles and handing over the battery bank ready for use by VSP. Acceptance tests as per IS1652 shall be carried out in the presence of the user Dept.

b)Supply and installation of teak wood structure painted with acid proof paint,leadcoated copper or Aluminium connectors, lead coated bolts and nuts with washers , support insulators and other necessary accessories.

c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.

2. Buy back cost of removed battery bank shall be indicated in the offer.

3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.

4. All consumables and other items necessary shall be included in the offer.

5. Catalogues shall be submitted by the tenderer.

6. The performance guarantee shall cover proper performance , leakage, short circuit, open circuit of cells etc for a minimum of 12 months from the date of handing over the system to VSP after commissioning.

7. All parameters in the "SMCS" & The "special instructions" shall be confirmed point wise and required details shall be submitted, failing which the offer is liable for rejection.

Item Serial No: 005

DETAILED SPECIFICATION (REF:BTRY-PLANTE,RC,LEAD ACID, 24 V, 250AH.PDF) MATERIAL CODE: 3015957. QTY. - 2 SETS

1. ITEM : PLANTE TYPE LEAD ACID BATTERY AS PER IS:1652-1991
2. VOLTAGE : 24 VOLTS
3. CAPACITY : 250 AH
4. DISCHARGE DUTY : 1 HR
5. CELL DESIGNATION AS PER IS : P250P-HDP

6. NUMBER OF CELLS : 12
7. POSITIVE PLATES : PURE LEAD PLANTE PLATES OF LAMELLE TYPE
8. NEGATIVE PLATES : PASTED TYPE NEGATIVE PLATES
9. CONTAINER : TRANSPARENT & OF TOUGH PLASTIC (SAN)
10. COMPLETE WITH : CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS,SUFFICIENT ELECTROLYTE FOR FIRST FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND CELL INSULATORS ETC.
11. APPLICATION FOR : FIRE DETECTION AND ALARM
12. OVERALL CONSTRUCTION & OTHER FEATURES : AS PER IS:1652-1991
13. THE LAYOUT ACCESSORIES SHALL INCLUDE, BUT NOT BE LIMITED TO FOLLOWING : A) DIGITAL MULTIMETER, B) SYRINGE TYPE
 . : HYDROMETER-02NOS. C) INSULATED SPANNERS OF REQUIRED SIZE,
 . : D) GLASS TYPE THERMOMETER,E) RUBBER SYRINGE,F) RUBBER APRONS,
 . : HAND GLOVES AND GUM BOOTS(SIZE-8) SUITABLE FOR ACID HANDLING,
 . : G)INTER TIER AND INTER ROW CONNECTORS, H) ACID POURING JUG
 . : I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED
 . : MS NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.
14. THE PROPOSED METHOD OF WORKING : FLOAT WORKING (26.4 V)
15. INFORMATION TO BE FURNISHED BY SUPPLIERS (ALONG WITH MATERIAL)
 . : AS PER ANNEXURE-C OF IS:1652-1991.

Scope of work :-

The scope of work shall include:-

- 1.a) Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers,with suitable vent plug for reducing evaporation of water while allowing gas to escape.The scope of work shall also include supply of electrolyte,conducting initial charge and discharge cycles and handling over the battery bank ready for use by VSP. Acceptance tests as per IS:1652 shall be carried out in the presence of the user Dept.
- 1.b) Supply and installation of teak wood structure painted with acid proof paint,lead coated copper or Aluminium connectors,lead coated MS bolts and nuts with washers ,support insulators and other necessary accessories
- 1.c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.
2. Buy back cost of removed battery bank shall be indicated in the offer.
3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.
4. Catalogues shall be submitted by the tenderer.
5. The performance guarantee shall cover proper performance, leakage, short circuit, open circuit of cells etc for a minimum of 12 months from the date of handing over the system to VSP after commissioning.

Item Serial No: 006

DETAILED SPECIFICATION (REF:BTRY-PLANTE,RC,LEAD ACID, 220 V, 350AH.PDF) MATERIAL CODE: 3015960. - QTY. - 1 SET

1. ITEM : PLANTE TYPE LEAD ACID BATTERY AS PER IS:1652-1991
2. VOLTAGE : 220 VOLTS
3. CAPACITY : 350 AH , 35 AMP FOR 10 Hrs.
4. DISCHARGE DUTY : 10 Hrs
5. CELL DESIGNATION AS PER IS : P350P- HDP
6. NUMBER OF CELLS : 110
7. POSITIVE PLATES : PURE LEAD PLANTE PLATES OF LAMELLE TYPE
8. NEGATIVE PLATES : PASTED TYPE NEGATIVE PLATES
9. CONTAINER : TRANSPARENT & OF TOUGH PLASTIC (SAN)
10. COMPLETE WITH : CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS,SUFFICIENT ELECTROLYTE FOR FIRST FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND CELL INSULATORS ETC.
11. APPLICATION FOR : 220 VDC LOADS OF GSB-1,2,3 PUMP HOUSE, LBSS-5(220 KV SWITCH YARD) AND DC EMERGENCY LIGHTING OF TPP
12. OVERALL CONSTRUCTION & OTHER FEATURES : AS PER IS:1652-1991
13. THE LAYOUT ACCESSORIES SHALL INCLUDE, BUT NOT BE LIMITED TO FOLLOWING : A) DIGITAL MULTIMETER, B) SYRINGE TYPE
 . : HYDROMETER-02NOS. C) INSULATED SPANNERS OF REQUIRED SIZE,
 . : D) GLASS TYPE THERMOMETER,E) RUBBER SYRINGE,F) RUBBER APRONS,
 . : HAND GLOVES AND GUM BOOTS(SIZE-8) SUITABLE FOR ACID HANDLING,
 . : G) INTER TIER AND INTER ROW CONNECTORS, H) ACID POURING JUG
 . : I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED
 . : MS NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.
14. THE PROPOSED METHOD OF WORKING :
 . : FLOAT VOLTAGE 240 V+1%, MAX.FLOAT CURRENT 50 AMP,
 . : BOOST VOLTAGE 198 V TO 292 V, MAX. BOOST CURRENT 53 AMP+2 AMP.
15. WHETHER STANDS OR STILLAGES REQUIRED AND IF SO, DETAILS OF LAYOUT
 . : OR SPACE AVAILABLE:-ALL 110 CELLS HAVE TO BE PROVIDED IN TWO ROWS
 . : SINGLE TIER OF 1 MT. WIDTH X 6 METRE LENGTH (W X L) STANDS. TOTAL
 . : LENGTH 12 METERS FOR ALL 110 CELLS, STAND TO STAND DISTANCE-1 METER.

Scope of work:-

The scope of work shall include:-

- 1.a) Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers,with suitable vent plug for reducing evaporation of water while allowing gas to escape.The scope of work shall also include supply of electrolyte,conducting initial charge and discharge cycles and handling over the battery bank ready for use by VSP. Acceptance tests as per IS:1652 shall be carried out in the presence of the user Dept.
- 1.b) Supply and installation of teak wood structure painted with acid proof paint,lead coated copper or Aluminium connectors,lead coated MS bolts and nuts with washers ,support insulators and other necessary accessories
- 1.c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.
2. Buy back cost of removed battery bank shall be indicated in the offer.
3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.
4. Catalogues shall be submitted by the tenderer.
5. The performance guarantee shall cover proper performance, leakage, short circuit, open circuit of cells etc for a minimum of 12 months

from the date of handing over the system to VSP after commissioning.

Item Serial No: 007

DETAILED SPECIFICATION (REF:BTRY-PLANTE,RC,LEAD ACID, 220 V, 200AH.PDF) MATERIAL CODE: 3015954. - QTY. - 2 SETS

1. ITEM : PLANTE TYPE LEAD ACID BATTERY AS PER IS:1652-1991
2. VOLTAGE : 220 VOLTS
3. CAPACITY : 200 AH
4. DISCHARGE DUTY : 10 HR
5. CELL DESIGNATION AS PER IS : P200P-HDP
6. NUMBER OF CELLS : 105
7. POSITIVE PLATES : PURE LEAD PLANTE PLATES OF LAMELLE TYPE
8. NEGATIVE PLATES : PASTED TYPE NEGATIVE PLATES
9. CONTAINER : TRANSPARENT & OF TOUGH PLASTIC (SAN)
10. COMPLETE WITH : CELL LIDS, VENTING DEVICE, SEPARATORS, FASTENERS, CONNECTORS,SUFFICIENT ELECTROLYTE FOR FIRST FILLING DOUBLE ROW SINGLE TIER BATTERY STANDS OF TEAKWOOD FINISHED WITH THREE COATS OF ACID PROOF PAINT AND COMPLETE WITH CELL NUMBER PLATES & FIXING NAILS,STAND INSULATORS AND CELL INSULATORS ETC.
11. APPLICATION FOR : ELETRICAL SUBSTATION
12. OVERALL CONSTRUCTION & OTHER FEATURES : AS PER IS:1652-1991
13. WHETHER STANDS OR STILLAGES REQUIRED AND IF SO, DETAILS OF LAYOUT . : OR SPACE AVAILABLE:- DOUBLE ROW, TWO TIER
14. THE LAYOUT ACCESSORIES SHALL INCLUDE, BUT NOT BE LIMITED TO FOLLOWING : A) DIGITAL MULTIMETER, B) SYRINGE TYPE . : HYDROMETER-02NOS. C) INSULATED SPANNERS OF REQUIRED SIZE, . : D) GLASS TYPE THERMOMETER,E) RUBBER SYRINGE,F) RUBBER APRONS, . : HAND GLOVES AND GUM BOOTS(SIZE-8) SUITABLE FOR ACID HANDLING, . : G) INTER TIER AND INTER ROW CONNECTORS, H) ACID POURING JUG . : I) ONE NUMBER SPARE CELL AND 10% EXTRA LEAD COATED . : MS NUTS & BOLTS TO BE SUPPLIED WITH THE BATTERY.
15. THE PROPOSED METHOD OF WORKING : FLOAT WORKING (242V)
16. INFORMATION TO BE FURNISHED BY SUPPLIERS (ALONG WITH MATERIAL) . : AS PER ANNEXURE-C OF IS:1652-1991.

Scope of work:-

The scope of work shall include:-

- 1.a) Supply and, Supervision of erection and commissioning of stationary lead acid batteries with PLANTE positive plates in transparent tough plastic containers,with suitable vent plug for reducing evaporation of water while allowing gas to escape.The scope of work shall also include supply of electrolyte,conducting initial charge and discharge cycles and handling over the battery bank ready for use by VSP. Acceptance tests as per IS:1652 shall be carried out in the presence of the user Dept.
- 1.b) Supply and installation of teak wood structure painted with acid proof paint,lead coated copper or Aluminium connectors,lead coated MS bolts and nuts with washers ,support insulators and other necessary accessories
- 1.c) Supervision of decommissioning and removal of old battery bank and stand. The party shall take back the removed old batteries and stands with them.

2. Buy back cost of removed battery bank shall be indicated in the offer.
3. The spacing between the cells shall be sufficient to allow approach from all sides of the cells for cleaning etc.
4. Catalogues shall be submitted by the tenderer.
5. The performance guarantee shall cover proper performance, leakage, short circuit, open circuit of cells etc for a minimum of 12 months from the date of handing over the system to VSP after commissioning.

NOTE:- Deviation if any shall be brought out specifically by the tenderer in the absence of which it will be considered that all terms will be acceptable to the tenderer.

PRE QUALIFICATION CRITERIA FOR PLANTE LEAD ACID BATTERIES:-

- i) Offer shall be submitted by manufacturer only or by their authorized dealer/distributor along with the due authorization as per the specified format. However the responsibility lies with OEM.
- ii) Tenderers shall submit performance certificate issued by the customer for batter(ies) of capacity atleast 70% of the rating of the battery(ies) tendered out . The performance certificate shall clearly state the date of commissioning and the period of performance. Satisfactory performance less than 05 years will not be considered.
- iii) The name and contact details of the person issuing the performance certificate are to be clearly specified for verification by VSP if necessary.
- iv) Tenderers whose battery(ies) of capacity(ies) equal to (or) more than 70% of the tendered ones are working in VSP and do not have any quality complaint are exempted from submission of performance certificate as above.
- v) Type test certificates from Govt / Govt approved labs / NABL accredited Lab covering all tests as per IS:1652 shall be submitted along with the material for the highest rating of battery in the order or of higher rating and the same will be considered for all other ratings.

(ANNEXURE -II TO TENDER NO.PUR.4.20.0060/0484 Dt.22.05.2015)
INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:

Quote 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 *ADVERTISED TENDER REFERENCE* as the case may be, along with the tender.

(i) Notarised Statutory manufacturing / service industry registration certificate, i.e., EM-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 copy of Excise, Sales Tax (CST, VAT), Service tax registration certificates 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.

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-listed vendor shall be rejected in case of non-submission or incomplete submission of the above documents except vi or RINL/VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished. The Vendor shall furnish copies of above documents duly attested by notary and produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP’s decision in this regard is final.

2.0 GENERAL INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS:

2.1.1 Tenderers who may be MANUFACTURER FOR **PLANTE LEAD ACID BATTERIES** shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

a) Detailed information of the Manufacturer along with the latest copies of the executed / ongoing orders (during the last 1 year) with different clients.

b) Documents showing the exact nature of ownership.

c) Production capacity of the subject item i.e **PLANTE LEAD ACID BATTERIES**

d) A recent Test and Inspection Certificate (dated not earlier than one year from the date of tender) issued for the material by a reputed International test house / Government approved test house in case the tenderer is a new Supplier to RINL / VSP.

2.1.2 Tenderers who may be suppliers of **PLANTE LEAD ACID BATTERIES** offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - V** of the Tender document, specifically authorising the said supplier to make an offer in response to

this Invitation to Tender. This Letter of Authority should be submitted along with Part - A: Techno-commercial bid

2.2 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.

2.3 The tenderers are requested to fill up the check list as at **Annexure - IV** of the Tender document.

2.4 **Integrity Pact:** The Tenderer is required to unconditionally accept the "Integrity Pact" enclosed at **Annexure - VIII** to the tender document and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder.

Nodal Officer	IEM
Sri.S K Gupta ED(MM), Rashtriya Ispat Nigam Limited Visakhapatnam – 530031 Phone No : 0891-2518683 Fax No : 0891-25183753/756. E-mail: guptask@vizagsteel.com	Sri.Velayudham, Ex.DG(RD) & SS Flat No.:4, Nalanda Apartments, "D" block, Vikaspuri, New Delhi-110018 Contact numbers: 011-28530407 e-mail: vtham26@yahoo.co.in
	Shri Venugopal K Nair IPS (Retd.) P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. Contact numbers : 91-484-2664223 09447500010 (Mobile) E-mail : vgknair@gmail.com

2.4 In case where RINL/VSP decides to procure the material from one or more sources (only one offer shall be submitted by companies using same equipment/Facilities/Address) and if it comes to notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by the companies using same equipment/facilities/address then such offers/orders shall be rejected/cancelled forthwith and the party(s) shall be blacklisted from all further dealings with RINL/VSP for a period of 2 years. Bid money/EMD/Security deposit etc if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding

3.0 **SUBMISSION OF OFFERS:**

3.1.1 **QUOTING OF PRICE(S):** The price quoted should be on FOR VSP SITE basis inclusive of freight and insurance. Taxes and duties and other statutory levies if any, to be indicated clearly. The prices shall remain firm and fixed during the period 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. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure-III**. In case of any discrepancy between the two, the price indicated in words shall only be considered. Item-wise Buy back price per unit to be mentioned clearly in the price bid.

4.0 **TAXES, DUTIES AND LEVIES :**

- 4.1 Tenderers must furnish complete details w.r.t each of the quoted items about the Tariff number, applicable Excise duty rate, Education cess, Higher education cess, other Taxes, Duties, Levies, like Service Tax (ST) etc., as per the Commercial Format placed at **Annexure- 2**.
- 4.2 Tenderers must indicate Excise Assessable value w.r.t each of the quoted items in the Price bid (format is at Annexure – III). In case Excise Assessable value is not mentioned in the price bid, basic unit price quoted for such item(s) shall be considered as Excise Assessable value and the offer shall be evaluated accordingly.
- 4.2.1 If it comes to the notice of RINL/VSP at any point of time that Excise Assessable value of any item supplied by the successful tenderer against the Purchase order placed against this ITT is less than the value indicated in the price bid, payment shall be released taking such lower Excise Assessable value into consideration and no claims whatsoever on this account shall be entertained.
- 4.3 Wherever the tenderers quote excise duty and sales tax as `NIL' or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch, suitable loading would be done with maximum ED & ST rates as applicable.
- 4.3.1 Tenderer`s Central & State Sales Tax VAT Reg. No. etc. are to be necessarily indicated in the offer (Material cum Specification sheet).
- 4.4 In case of supervision for erection, testing & commissioning, the existing applicable service tax & income-tax percentage are to be stated separately.
- 4.5 The Indian Income Tax relating to rendering of supervision services at site which the employer may require by law to deduct , shall be deducted at source as per provision of Indian Income Tax Act 1961 with subsequent revision. The employer shall provide to the contractor with official tax receipt, evidence of such tax payment.
- 4.6 **VALUE ADDED TAX (VAT)**: VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. 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 credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.
- 4.7 However, in case tenderers quote any other term than mentioned in this tender, the same shall be loaded as per VSP norms while evaluating their offer.
- 4.8 Any revised bids received after tender (techno commercial bid in two bid case) opening shall be rejected unless it has been furnished in response to a specific request from VSP.
- 5.0 **TERMS OF PAYMENT:**
- 5.1 Payment Terms should be as per our ITT. i.e. : (i) 90% of payment towards supply along with 100% taxes and duties shall be released within 60 days (21 days in case of Local SSI Units) from the date of acceptance of the material at VSP Stores after deducting the buyback value and (ii) balance 10% of payment towards supply along with 100% charges towards supervision of erection, decommissioning and commissioning charges along with service tax if any, shall be released against certificate duly issued

by user department within 15 days from the date of decommissioning & commissioning certificate.

- 5.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the proforma for NEFT/RTGS in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database.
- 5.3 The price bid should only contain the price quoted for **PLANTE LEAD ACID BATTERIES** 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.
- 5.4 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principle 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. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustration given below are not exhaustive. RINL / VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.
- 6.0 **CURRENCY** : The price of **PLANTE LEAD ACID BATTERIES** offered should be quoted in Indian Rupees only.
- 7.0 **LANGUAGE OF BID**: The offer and complete correspondence must be effected only in English language. The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the tenderer and the Purchaser, shall be written only in the English language, provided that any printed literature furnished by the tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 8.0 **VALIDITY OF THE OFFER**:
- 8.1 Each tenderer shall keep his offer firm and valid for acceptance by RINL till 120 days from the date of techno-commercial bid opening/reverse e-auction.
- 9.0 **BID MONEY/EMD**:
- 9.1 Each tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers Cheque (both subject to realization) drawn on any Scheduled commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount of Rs 1,75,000/- (Rupees One Lakh Seventy Five thousand only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid
- 9.2 Tenders received without the EMD / Bid Money of requisite value will be summarily rejected. Bid money shall not accrue interest.
- 9.3 The following categories are exempted from submission of EMD/Bid Money
- (i) Central/State/Govt.Public Sector undertakings of India.

- (ii) SSI Units/ Micro and Small Scale enterprises (MSEs) registered with NSIC/District Industries Centre of the state government concerned for the item(s)/item category of tendered item(s) for which the tenderer is registered with the respective authority.
- (iii) Units registered with RINL for the tendered item(s).

SSIs/MSEs and units registered with RINL needs to submit notarized copies of the relevant valid registrations certificates for claiming exemption of EMD along with Techno Commercial bid.

9.4 Condition for availing benefit under purchase preference to local SSIs (MSEs) clause no.2(e) of tender notice & payment terms as per clause no. 5.0 above by local micro & small entrepreneurs (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/Entrepreneur memorandum acknowledgement part-II issued by any of the following for the items/ item category for which they are registered for availing the relevant benefits.

- (a) District Industries Centre of Visakhapatnam.
- (b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e units located within 100 Km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centres.
- (c) NSIC registered units falling within the above jurisdictions i.e in (a) or (b) above.

9.5 The EMD / Bid money shall be forfeited:

- a) if a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or
- b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 9 of Annexure - II of the Tender documents.

10.0 **STATEMENT OF DEVIATIONS:**

10.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation therefrom, 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 / GCC, except for the deletions / deviations specifically proposed by them in their offer. (Refer Annexure-VI for General Conditions of Acceptance to Tender).**

10.2 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) Price firmness, c) Submission of Bid Money, d)Liquidated damage
- e) Risk Purchase & f) Integrity Pact.

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

11.1 The detailed offer together with its enclosures should be submitted as Part-A - Techno-Commercial Bid in a sealed envelope. Part-A should contain all details on technical specifications, other information/ data/ documents/ confirmations/ deviations, if any. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0 and 2.0 above are also to be enclosed in Part-A. The techno Commercial offer will be applicable for entire one year Quantity. This should be sealed in a cover and super scribed as "part A Techno Commercial offer for empanelment for supply of **PLANTE LEAD ACID BATTERIES**.

Part-B: It will consist of price and quantity for procurement .It will consist of sealed covers which should consist of quantity offered against our requirement submitted separately in the prescribed proforma at **Annexure-III** to the Tender Documents and the cover should be superscribed as Price Bid.

11.2 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.

11.3 Each page of the offer should be signed by the authorised officer(s) of the Tenderer.

11.4 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 Tender No. 4.20.0060/0484 Dt.22.05.2015 PLANTE LEAD ACID BATTERIES**" and should also bear superscription:

Part-A: Techno Commercial offer for **PLANTE LEAD ACID BATTERIES**.

Part-B: The price and quantity for **PLANTE LEAD ACID BATTERIES**
The two envelopes should then be sealed separately. The name and address of the tenderer should be mentioned on this envelope.

11.5 The envelopes referred to in para 12.4 above should be placed in another envelope which should be addressed to the ED(MM), **Administration Building, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription "**OFFER IN RESPONSE TO TENDER NO. PUR.4.20.0060/0484 Dt.22.05.2015**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

11.6 **Evaluation and rejection of offers**

11.6.1 RINL evaluates technical and commercial acceptable offers on Landed net of cenvat price (LNCP/VAT) basis.

11.6.2 After the reverse e-auction is conducted, the sealed price bids of all TA& CA tenderers irrespective of whether they have participated in the reverse e-auction or not, shall be opened within 2 days. Based on the prices so received through reverse e-auction and the sealed price bids received along with the Techno Commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e Sealed prices and reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNCP) so arrived. Refer our "**detailed terms and conditions of invitation to supply**" in the web site www.vizagsteel.com for details.

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

- a. Variable price being quoted against requirement of Firm prices.
- b. Non submission of complete offers, appending signature on the offer and the prescribed formats.
- c. Receipt of Offers after due date & time and or by e-mail/ fax
- d. Receipt of offers in open condition
- e. Non-submission of Bid Money.
- f. Acceptance of Integrity Pact.

11.7 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.

11.8 The price quotations should be given in only in the price format and not in any other accompanying documents or statement. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

12.0 COMPLETENESS OF THE TENDER:

12.1 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 to rejection.

13.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP.

13.1 If it comes to the notice of VSP at any stage after 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. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in 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.

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

14.0 Right to reject tenders

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

15.0 Authorisation

15.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender/price bid opening.

16.0 **Application Job:**

- a) Supplier may carry out the application job through their sub-agency by sub-letting the work. The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Engg. Dept. of VSP which are subject to changes from time to time.
- b) In case of sub- letting the supplier is responsible for fulfillment of statutory requirements of CLC & SED of VSP as mentioned above, fulfillment of performance guarantee, ensuring supervision during relining and while in circulation, payment of wages to workers in case of failure to do so by the sub-agency etc.
- (c) The party shall note that all the labour employed for the job shall be paid minimum wages as prescribed by the central government and also party shall note that they shall revise the minimum wages as and when Government revises. Party shall note that it is a statutory requirement which cannot be violated.

(ANNEXURE-III TO TENDER NO.PUR.4.20.0060/0484 Dt.22.05.2015)

PROFORMA FOR PRICE BID

III TO TENDER NO.PUR.4.20.0060/0484 Date 22.05.2015								
ITEM S.NO.		1	2	3	4	5	6	7
ITEM DESCRIPTION								
Catalogue No.								
Quantity Accounting Units (Nos./Set etc.)								
PRICE DETAILS								
Basic Price / Unit (in figures)	(Rs.)							
Basic Price / Unit (in words)	(Rs.)							
Packing & Forwarding Charges, if quoted extra	(Rs.)							
Excise Assessable Value	(Rs.)							
Excise Duty incl. Edn. Cess & Hedn.Cess / CVD & Addl. Duty as applicable	(Rs.)							
Freight Charges, if quoted extra	(Rs.)							
Sales Tax (i.e VAT/CST)	(Rs.)							
Buy Back price per unit	(Rs.)							
Total Supervision of Erection , Decommissioning &Commissioning Charges	(Rs.)							

Service Tax incl. Cess (%) : Extra / Included

Note: Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation

Specify APVAT and TIN No. if supplies are from Andhra Pradesh

Station :

Date:

SIGNATURE OF THE TENDERER /
THEIR AUTHORISED REPRESENTATIVE WITH **SEAL**

(ANNEXURE-IV TO TENDER NO PUR.4.20.0060/ 0484 Dt.22.05.2015)
SEE PARA 2.3 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 1.2 of ITT		
3	Technical specification	To be confirmed as per Annx-I of tender document		
4	Delivery schedule	To be confirmed as per Para 1.4 of ITT		
5	Payment terms	To be confirmed as per Cl.5.0 of Annx-II of ITT		
6	Bid Money	To be confirmed as per Cl.9.0 of Annx-II of ITT		
7	Submission of Quality Assurance plan	To be confirmed		
8	Price Basis	To be confirmed as per Cl.3.1.1 of Annx-II of ITT		
9	Price firmness	To be confirmed as per Cl.3.1.1 of Annx-II of ITT		
10	Insurance	To party's a/c (for indigenous supply)		
11	Packing	To be confirmed		
12	Validity of offer	To be confirmed as per Cl.8.0 of Annx-II of ITT		
13	Inspection	To be confirmed as per Cl.1.0 of Annx-VI of ITT		
14	Test cum Guarantee certificate	To be confirmed		
15	Liquidated damages	To be confirmed as per Cl.4.0 of Annx-VI of ITT		
16	Default	To be confirmed as per Cl.5.0 of Annx-VI of ITT		
17	Risk Purchase	To be confirmed as per Cl.5.2 of Annx-VI of ITT		
18	Arbitration & Jurisdiction	To be confirmed as per Cl.7.0 of Annx-VI of ITT		
19	Force Majeure	To be confirmed as per Cl.6.0 of Annx-VI of ITT		
20	Evaluation of offers	To be confirmed as per Cl.12.6 of Annx-II of ITT		
21	Other terms and condition of ITT / GCC	To confirm acceptance.		
22	Submission of Modvatable documents	To confirm acceptance		
23	Acceptance of Assessable Value clause	To confirm acceptance as per Cl. No.4.2.1 of Annx.-II of ITT		

.....
Signature and Name of the Tenderer

(ANNEXURE-V TO TENDER NO PUR.4.20.0060/0484 Dt.22.05.2015)
LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER
(See 2.1.2 of Annexure -II of the Tender Documents)

To

THE ED(MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031 (A.P).

Dear Sir,

Sub:Your Tender Notice No.PUR. **4.20.0060/0484 Dt.22.05.2015.**

We, a principal manufacturer of PLANTE LEAD ACID BATTERIES (place).....do hereby authorise M/s.....(Name and address of Seller) to make an offer in response to this invitation to tender.

We, a principal manufacturer of PLANTE LEAD ACID BATTERIES do hereby convey our consent FOR manufacturer of PLANTE LEAD ACID BATTERIES to the tendered specification through M/s.....(Name and address of Supplier) as per the terms and conditions of the tender.

No Company/Firm or individual other than M/s.....is authorised 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/sand 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 Party)

Note: This letter of authority should be on the Letter-Head of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. **This letter of authority should be submitted in original along with Part- A: Techno-commercial bid.**

(ANNEXURE-VI TO TENDER NO.PUR.4.20.0060/0484 Dt.22.05.2015)

GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

1.0 **INSPECTION:** Inspection at VSP shall be final.

2.0 **PRICE VARIATION:** The price shall remain firm till completion of supplies(ref cl 8.1 of Annexure-II)

3.0 **TERMS OF PAYMENT:**

3.1 Payment Terms should be as per our ITT. i.e. : (i) 90% of payment towards supply along with 100% taxes and duties shall be released within 60 days (21 days in case of Local SSI Units) from the date of acceptance of the material at VSP Stores after deducting the buyback value and (ii) balance 10% of payment towards supply along with 100% charges towards supervision of erection, decommissioning and commissioning charges along with service tax if any, shall be released against certificate duly issued by user department within 15 days from the date of decommissioning & commissioning certificate.

4.0 **LIQUIDATED DAMAGES**

4.1 Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of the total order value. However, this is subject to the condition that delayed quantity. The liquidated damages for delayed supplies (if any) as mentioned above shall be calculated once in every three months and recovered from the bills of the Seller.

5.0 **DEFAULT:**

5.1 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 vide 17.0 herein below.

5.2 **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 Tender as stated in para 10 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the 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.

6.0 **FORCE MAJEURE:**

6.1 If either the SELLER or the PURCHASER be prevented from discharging his or their obligation under this Acceptance to Tender by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

6.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in para 17.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the offtake by the PURCHASER and/or delivery of the MATERIAL by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for normalization of shipments.

7.0 **ARBITRATION AND JURISDICTION:**

7.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

7.2 In case of any legal proceedings are instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted in the appropriate Civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have Jurisdiction.

8.0 **RECOVERY OF SUMS DUE:**

8.1 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 Acceptance to Tender 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 Acceptance to Tender.

9.0 **RESPONSIBILITY:**

9.1 The PURCHASER on the one hand and the SELLER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender.

10.0 **TRANSFER AND SUB-LETTING:**

10.1 The SELLER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER.

11.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION:**

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

12.0 **LEGAL INTERPRETATIONS:**

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

13.0 **LIABILITY OF GOVT. OF INDIA:**

13.1 It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Acceptance to Tender and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to

Tender. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Acceptance to Tender.

14.0 All other terms and conditions shall be as per VSP's G.C.C for supply of Material.

(ANNEXURE- VIII TO TENDER NO. PUR.4.20.0060/0484 Dt.22.05.2015)
(Refer Para 2.5of Annexure-II instruction to tenderers)

INTEGRITY PACT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as "The Principal",

And

..... hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **(nature of contract, in brief)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor(IEM) by name, from the panel of IEMs, at the tender stage, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

Section 2 - Commitments of the Bidder(s)/contractor(s):

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
 - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
 - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
 - c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
 - e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2)The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3)

Section 3 - Disqualification from tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security

Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 - Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors:

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ subcontractor(s) :

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the CVO of RINL.

Section 8 - Independent External Monitor(s)(IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM

for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
 - (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
 - (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
 - (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
 - (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 - Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the

contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 - Other provisions:

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

(For & On behalf of the Principal)

(For & On behalf of Bidder/
Contractor)
(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreignsupplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
- 2.1 **Bidders of Foreign nationality shall furnish the following details in their quotation/bid:**
- 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 **DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
- 3.1 **Bidders of Indian Nationality shall furnish the following details/certificates in/alongwith their offers:**
- 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

- 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
- 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.
- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.