

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

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OPEN TENDER NOTIFICATION

Invitation to Tender (I T T) No.Pur. 6.13.5813/0556 dt. 14/06/2016

Sealed tenders in two bids (i.e., Techno-Commercial and Price bid) are invited for the **SUPPLY OF SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION FROM THE SULPHURIC ACID MANUFACTURERS ONLY.**

Last date & time for receipt of Tenders : **20/07/2016 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 VSP's website regularly for any corrigendum/addendum.

- Executive Director (MM)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM

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Note: VSP website link for free down loading of the following formats.

- 1) **DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY**
(Contains Commercial format Annexure.II, Price bid format).
- 2) General Conditions of Contract (G C C)
- 3) INTEGRITY PACT

Link: www.vizagsteel.com, Click on "Tenders", Click on "Materials Management Tenders" and
Click on "Detailed terms and conditions of Invitation to Tender (ITT)"

**RASHTRIYA ISPAT NIGAM LIMITED
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**OPEN TENDER NOTICE FOR SUPPLY OF SULPHURIC ACID (TECH.GRADE)
CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION FROM
INDEGENOUS SULPHURIC ACID MANUFACTURERS ONLY.**

INVITATION TO TENDER (ITT) NO Pur. 6.13.5813/0556 dt. 14/06/2016
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- 1.0 **NOTICE INVITING TENDERS FOR SUPPLY OF SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION.**
- 1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), herein after referred to as PURCHASER, hereby invites tenders for supply of **SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION** from the Sulphuric acid manufacturers only conforming to Technical specifications at Annexure -I of tender documents.
- 2.0 **QUANTITY: 22,000 MT .**
- 2.1 **No. of sources: TWO**
- 2.2 **ORDER QUANTITIES:** The quantity / quantities shown in the ITT shall be ordered on 2 Tenderers in the ratio 60:40 on the basis of ranking from the lowest evaluated tender onwards subject to matching the rate / rates of the lowest evaluated Tender. However, VSP reserves the option to order full tender quantity on one tenderer or on more than one tenderer from the lowest evaluated tenderer onwards, based on the response. The tenderer should quote for the full tendered quantity and should accept to supply full quantity.
- 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 within 15 Days from the date of placement of LOI/A/T and continue supplies at the offered monthly scheduled quantity basis till completion of supplies.
- 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> < **Materials Management Tenders**> 1) Detailed terms and conditions of Invitation to tender (ITT) 2) G C C etc.,

- 3.1 The Tenderer shall submit their offer for the supply of SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION. 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. 9 & 10) 3) EMD (if applicable pl. refer clause no:5) 4) Credentials (if applicable, Cl.No.1 of Ann.-II) 5) Blanked price bid. 6) Integrity Pact (pl. refer clause no:4 of Annexure-II) 7) Check-List (Annexure-IV) (Sl.no.2 above can be downloaded from VSP website www.vizagsteel.com <MM> Materials Management> <Detailed terms & conditions of ITT>

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

A Proforma as given in Annexure –III 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.17.0 and Clause no: 2.0 g, h\)](#) of Detailed terms & conditions of Invitation to supply tender available in our website www.vizagsteel.com. <MM> <Materials Management Tenders> < Detailed terms & conditions of Invitation to Tender(ITT)>.

- 4.1 All technically/commercially acceptable Tenderers who are authorized to participate in reverse e-auction 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: Materials Management Tenders
Click: Detailed terms & conditions of Invitation to Tender (ITT) and
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 immediately after Reverse-e-auction.
- 4.3 Tenders are required to keep their Price(s) offered through Reverse-e-auction 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/ BID BOND**

A tender shall be considered only if BID MONEY in Indian Rupees by means of either a Demand Draft or Banker's Cheque (both subject to realization) drawn on any Scheduled Bank or in Electronic Mode and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam or BID Bond in the form of Bank Guarantee (as per the prescribed proforma at **Annexure –V** of the Tender Documents) established in favour of RINL for an amount of **Rs.17,50,000/- (Rupees Seventeen lacs and fifty thousand only) is to be submitted along with or prior to Opening of Part-A: Techno-commercial Bid.**

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.

The BID Bond as mentioned above should be established either in the form of Bank Guarantee issued by any of the Nationalized Bank or any standard scheduled Bank (whether situated at Visakhapatnam or outstation)) **with a clause to enforce the same on their local branch at Visakhapatnam** or by way of Account payee Demand Draft or Banker's Cheque (both subject to realization) payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Indian Nationalized Banks) should however be from the branch located in Visakhapatnam only. The Bond established through Co-operative Banks are not acceptable. The BID Bond should be valid for 180 (One hundred and eighty) days from the date of tender opening. **Tenders received without the BID BOND/ BID MONEY of requisite value will summarily be rejected. BID MONEY** if paid in cash, shall not accrue interest.

The BID BOND/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.

- 5.2 Tenders will be accepted up to **10.30 Hrs. (IST) on 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.

5.3 **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.

5.4 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT cost.

6.0 **Notwithstanding 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 SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION. and instructions to tenderers (Annexure-II).**

SPECIAL ATTENTION: At any time prior to the deadline for submission of the bids, the 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 (Schedule Material Cum Specification) duly signed and stamped.
- 2) Annexure.III part A and part óB duly singed on all pages
- 3) Commerical format (annexure.II) of Terms and conditions.
- 4) Integrity pact duly signed on all pages.
- 5) Check list
- 6) Blank price bid (by blanking all figures and words.
- 7) EMD/BID BOND if applicable.

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

SCHEDULE CUM MATERIAL SPECIFICATION OF SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION.IS:265-1993

ANNEXURE –I TO TENDER NO. Pur. 6.13.5813/0556 dt. 14/06/2016

Item Serial No: 001 Catalog Number: 3002509

Description: SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS: 266-1993 WITH A MINIMUM OF 98% CONCENTRATION.

Quantity : 22,000 MT.

A. SPECIFICATION:

<u>Parameter</u>	<u>Required</u>	<u>As Quoted by Party</u>
1) TOTAL ACIDITY (AS H2SO4) PERCENT BY MASS, MIN	98.00	
2) RESIDUE ON IGNITION PERCENT BY MASS, MAX	0.20	
3) IRON AS FE, PEERCENT BY MASS MAX.	0.05	
5) LEAD AS PB PERCENT BY MASS, MAX	0.005%	
6) ARCENIC AS PERCENT BY MASS, MAX	0.004%	
7) TEST CERTIFICATE	TO BE SUBMITTED	

B. SPECIAL INSTRUCTION:

- 1) MATERIAL SHALL BE PROCURED FROM SULPHURIC ACID MANUFACTURERS ONLY. THE OFFERS RECEIVED FROM OTHER THAN THE MANUFACTURERS WILL BE REJECTED. MATERIAL SHALL BE DELIVERED AT COCCP/WMD /TPP SITE (of VSP)BY THE SUPPLIER AT THEIR OWN RISK AND COST AS PER VSP's INSTRUCTIONS IN SUPPLIER'S OWN TANKERS. AS VSP DO NOT HAVE LOGISTIC FACILITY, THE OFFERS RECEIVED IN CONTRARY TO THE ABOVE SHALL BE REJECTED.
- 2) DETENTION CHARGES SHALL NOT BE PAID AS NORMALLY UNLOADING WILL BE DONE ON THE SAME DAY OF REPORTING AT SITE BEFORE 16.00 HRS.
- 3) TANKERS SHALL NOT BE ALLOWED INSIDE THE PLANT ON SUNDAYS AND NATIONAL HOLIDAYS. HOWEVER, ON SPECIFIC REQUIREMENT AT SITE, MATERIAL SHALL BE SUPPLIED ON THESE DAYS ALSO.

C. DELIVERY:

THE SUPPLY TENTATIVELY SHALL START FROM OCT'2016 / NOV'2016 ONWARDS TILL APRIL'2017 / MAY'2017 (IE. SIX MONTHS WITH AN OPTION OF ADDITIONAL TWO MONTHS GRACE PERIOD FROM THE DATE OF ACTUAL START OF SUPPLY). THE ACTUAL REQUIREMENT SHALL BE INFORMED IN ADVANCE AS PER PLANT'S REQUIREMENT FROM TIME TO TIME.

THE TENTATIVE DELIVLERY SHALL BE @ 3600 MT TO 3800 MT PER MONTH FROM OCT'2016 / NOV'2016 ONWARDS TILL APRIL'2017 / MAY'2017 IN THE RATIO OF 60: 40 (PLEASE REFER Clause no: 2.2 OF OPEN TENDER NOTICE). HOWEVER IF THE TWO LOWEST EVALUATED TENDERERS' OFFERED QUANTITIES THAT CAN NOT BE DISTRIBUTED IN THE ABOVE RATIO OR OTHERWISE, VSP RESERVES THE OPTION FOR PLACEMENT OF THE ORDER FOR ENTIRE TENDER QUANTITY ON ONE SUCCESSFUL TENDERER OR IN ANY OTHER RATIO OF DISTRIBUTION ON MORE THAN ONE TENDERER BASED ON THE RESPONSE.

TENDERERS SHALL FILL UP AND CONFIRM ACCEPTANCE OF SCHEDULE OF MATERIAL CUM SPECIFICATION FORMAT (ANNEXURE-I) BY DULY SIGNING BY AN AUTHORISED SIGNATORY AND AFFIXING THE SEAL OF THE FIRM AND SUBMIT ALONG WITH THE OFFER.
THE MATERIAL SHALL BE SUPPLIED IN THEIR OWN TANKERS.

ANNEXURE II TO TENDER NO.Pur. 6.13.5813/0556 dt. 14/06/2016

INSTRUCTIONS TO TENDERERS**1.0 ESTABLISHMENT OF CREDENTIALS OF VENDORS WHO ARE NOT PRESENTLY REGISTERED WITH RINL/VSP:**

If a tenderer who responds to this tender 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 as the case may be along with the tender:

A) **INDIGENOUS**: (Indian Manufacturers / Suppliers)

A) The following documents are to be submitted by the party:

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

(Or)

Notarized copy of Certificate of Registration of Shops and Establishments for a dealer / Agent /Trade etc.

(Or)

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

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

iii) Notarized 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 liable for rejection in case of non-submission or incomplete submission of the above documents except (vi) above 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 produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 **PRE QUALIFICATION CRITERIA REQUIRED FOR INDIGENOUS MANUFACTURERS OTHER THAN ENLISTED VENDORS OF VSP FOR THE SUPPLY OF SULPHURIC ACID(TECH. GRADE)**

Tenderers who are the Manufacturers of SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION, shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects failing which their offers shall be rejected.

- a) Detailed information of the Manufacturer along with latest copies of the executed / on going orders (during the last three years) of SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION. with at least order quantity in a single order of 10500 MT in a year or proportionate quantity for lesser period with different clients especially in India.
- b) The supplier should have production capacity of 1500 MT or more of SULPHURIC ACID as per IS:266- 1993 per month.. Documentary evidence for production capacity of 1500MT from statutory authorities shall be produced.

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-A) for supplying the material from different Works.

2.2 The tenderers are requested to fill up the check list as at Annexure – IV of the Tender document.

3.0 **Integrity Pact: REQUIRED. To be submitted along with techno-commercial bid duly signed on all pages with rubber stamp of the organization.**

4.0 **SUBMISSION OF OFFERS:**

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

4.1 **PRICE BASIS :** The price quoted should be on FOR VSP Site basis. The rate of taxes, duties, levies, Insurance and freight etc are to be indicated separately. **The prices shall be on variable prices as per PRICE VARIATION CLAUSE (PVC) as mentioned below.** Further, 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.

4.2 **PVC CLAUSE:**

PVC FOR SULPHURIC ACID			
			Rs.
1	X 1	Basic price of Sulphur as on 14/06/2016 is Rs.5,550/- per MT as per M/s. HPCL Notification(Fixed throughout the contract).	5,550
2	X-2	Price effective from dt. DD/MM/YYYY per MT as per HPCL Notification (Variable from time to time)	0.00
3	Y1	Basic price of sulphuric Acid as per A/T Rs. /- (ie. The quoted /finalised product basic price per MT in the tender)	0.00
4	Variation in Sulphur price per MT	(X2 -X1)	0.00

	Price variation formula :	$Y2 = Y1 + (X2 - X1) * 0.3283$
5	Y2	Price applicable w.e.f dt. 0.00

Note: The applicable variable basic price of Sulphuric acid shall be calculated based on the PVC formula above and the revised rate applicable on the 7th day preceding the date of revised prices. (Ex. If the prices notified by M/s. HPCL are effective from 08/01/2016 then the revised prices are applicable w.e.f dt. 15/01/2016).

Tenderers are requested to quote their prices based on the basic price of Rs. 9,650/- per MT of Sulphur which is fixed throughout the contract.

The successful tenderers to seek price revision for sulphuric acid based on the PVC clause stipulated in order based on M/s HPCL, Visakhapatnam's price revision notification on Sulphur from time to time. Such request(s) to accompany with a copy of HPCL's price revision Circular duly self-attested to be sent by mail / hard copy immediately to VSP on the revision i.e. upward / downward. In case the supplier fails to submit such request(s) leading to additional payments, if any, due to downward revision in the price of Sulphur, VSP reserves the right to recover from their (party's) pending bills without any further reference or party has to refund such additional payment to VSP, if any pending bills are not available, even after completion of deliveries and/ contract period.

Further, in case any amendment of downtrend price revision of sulphuric acid could not be issued by VSP in time due to M/s. HPCL missed / mis-communication or any reason whatsoever VSP reserves the right to recover from their (party's) pending bills without any further reference or party has to refund such additional payment to VSP, if any pending bills are not available, even after completion of deliveries and/ contract period.

4.3 **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 @ 1.74%
- ii) Item with 14.5% VAT qualifies for Input Tax Credit @ 11.23% as on date for evaluation purpose.

4.4 **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.**

5.0 **TERMS OF PAYMENT:**

100% payment shall be released against submission of Tax invoice/commercial invoice in duplicate to Manager F&A, PB.I along with accepted GARN (Goods Acceptance / Rejection Note). The payment shall be released within 60 days from the date of receipt of material at site as certified by zone.

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.

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 weight age 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.

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 (Refer Commercial Format). The decision of RINL / VSP in this regard shall be final and binding.

6.0 VALIDITY OF THE OFFER:

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

7.0 STATEMENT OF DEVIATIONS:

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.**

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) Liquidated damages (d) Weighment,
(e) Risk Purchase (f) Inspection (g) Arbitration and Jurisdiction (h) Penalty and total rejection and (i) Default

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

- a. Receipt of Offers after due date & time and or by e-mail/ fax
- b. Fulfillment of Pre-Qualification Criteria
- c. Non-submission of Bid Money.
- d. Acceptance of Integrity Pact.

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 SULPHURIC ACID (TECH.GRADE) against Tender No. Pur. 6.13.5813/0556 dt. 14/06/2016 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 **Executive Director (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. 6.13.5813/0556 dt. 14/06/2016.** 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 date of 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.

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.

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.

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

9.0 COMPLETENESS OF THE TENDER:

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

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. *****

ANNEXURE-III TO TENDER NO. 6.13.5813/0556 dt. 14/06/2016

PROFORMA FOR PRICE BID FOR INDIGENOUS OFFER

1.* Name of the Tenderer :

2.* Address :

Sl No	Item Description	Qty. (in MT)	Basic Unit Price (Rs.)	E.D& Cess (Rs.)	Sales Tax (Rs.)	Freight (Rs.)	Insurance (Rs.)	Landed cost (Rs.)
1	SULPHURIC ACID (TECH.GRADE) CONFIRMING TO IS:266-1993 WITH A MINIMUM OF 98% CONCENTRATION.	22,000						

BASIC PRICE PER MT (in Words) :

EXCISE ASSESSABLE VALUE per MT (pls refer Cl.10 of Annexure VI):

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.

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**ANNEXURE-IV TO TENDER NO. 6.13.5813/0556 dt. 14/06/2016
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 (page. 3 of 18)		
3	Technical specifications	To be confirmed as per Annex-I of tender document(page 7 of 18)		
4	Delivery schedule	To be confirmed as per Para . C of Annexure-I of OPEN Tender notice (page 7 of 18)		
5	Payment terms	To be confirmed as per Cl.5.0 of Annx-II of ITT(page 10 of 18)		
6	BID BOND/BID MONEY	To be confirmed as per Cl. 5.0 of of OPEN Tender notice (page. 5 of 18)		
7	Price Basis	To be confirmed as per Cl.4.2 of Annx-II of ITT (page 9 of 18)		
8	Insurance	To Tenderer's a/c		
9	Packing & Marking	To be confirmed as per Cl.6.O of Annx-VI of ITT (page 17 of 18)		
10	Weighment	To be confirmed as per Cl.No.2.0 of Annexure . VI (page 17 of 18)		
11	Submission of CENVAT documents for indigenous supplies	To be confirmed as per Cl.5.0 of Annex-VI of ITT (page 17 of 18)		
12	Validity of offer	To be confirmed as per Cl.6.0 of Annx-II of ITT (page 17 of 18)		
13	Inspection	To be confirmed as per Cl.1.1 of Annex-VI of ITT(page 10 of 18)		
14	Test certificate	To be confirmed as per Cl.7.0 of Annex-VI of ITT (page 17 of 18)		
15	Commercial format duly filled and signed	Annexure.II (page No: 9 & 10 of Detailed terms and conditions of tender (Available at VSP website)		
16	Liquidated damages	To be confirmed as per Cl. 8.0 of Annx-VI of ITT (page 18 of 18)		
17	Integrity pact`	To be submitted duly signed all pages		
18	Total Rejection Clause	To be confirmed as per Cl.No.1.2 of Annexure-VI (page 18 of 18)		
19	Integrity pact	To be submitted duly signed on all pages.		
20	Default	To be confirmed as per Cl.9.0 of Annx-VI of ITT (page 18 of 18)		
21	Other general conditions of contract for supply	To be confirmed as uploaded & available in VSP's Website:www.vizagsteel.com		

.í í í í í í í í í í í ..
Signature and Name of the Tenderer with Seal

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

We, ...í í í í í í (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer and/ or RINL.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at í í í í í í í í í í í í í í í .. (Address of local branch at Visakhapatnam).

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 180 days from the due date of Opening the tenders.

For and on behalf of

(Name of the Bank)

Signature

Name

()

Duly constituted attorney and
authorised signatory

Designation :

Name and Address of the Bank

** To be modified on the source of supply i.e. Indigenous or Import.

ANNEXURE-VI TO TENDER NO. 6.13.5813/0556 dt. 14/06/2016

SPECIAL TERMS & CONDITIONS:**1 INSPECTION:**

- 1.1 The material shall be inspected at VSP site by taking random samples from each tanker which is final and binding.
- 1.2 **TOTAL REJECTION :** All deviations/rejections shall be informed to the Seller. The Seller is to ensure lifting of the rejected material within 30 days 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:

- 2.1 The weight recorded at VSP Weigh bridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at VSP Weigh bridge or LR or the Invoice weight , whichever is lower. It is the responsibility of the supplier to take gross/tare/net weight of the material before leaving plant premises. If the supplier fails to submit documents duly certified by CISF (VSP) regarding entry at gate, such documents shall not be processed for payment. VSP decision in this regard shall be final.

3.0 TERMS OF PAYMENT:

- 3.1 100% payment shall be released against submission of Tax invoice/commercial invoice in duplicate to Manager F&A, PB.I .along with accepted GARNs (Goods Acceptance / Rejection Note). The payment shall be released within 60 days from the date of receipt of material at site as certified by zone / inspection certificate which ever later.
- 4.0 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 suppliers in their own tankers with valid explosive license. (VITAL)

7.0 TEST & GUARANTEE CERTIFICATE:

- 7.1 The Seller should submit Manufacturer's Test certificate along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.
- 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 EXCISE ASSESSABLE VALUE:

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 tender 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 & no claims whatsoever on this account shall be entertained.

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

12.0 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