



**राष्ट्रिय [spat in] मिल लिमिटेड**  
**विशाखपटनम [spat s] लिमिटेड**  
(A Govt. of India Enterprise)

**RASHTRIYA ISPAT NIGAM LIMITED**  
**VISAKHAPATNAM STEEL PLANT**

PROJECTS DIVISION, CONTRACTS DEPARTMENT  
PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031

GLOBAL NOTICE INVITING TENDER (GNIT)

**GLOBAL OPEN TENDER NOTICE NO: VSP- 48 OF 2016-17, DATE: 04.02.2017**

Sealed tenders in the prescribed form are invited from experienced contractors for the following work:

**Name of the work:**

Design, Engineering, Manufacture, Assembly, Testing, Packing, Supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities on Total Turnkey basis (Technical Specification. No. VSP-RBM-07-PRR-001).

Last date & time for receipt of : Upto 16.30 hrs.(IST) on 09.03.2017  
requisitions for tender documents (by  
hand/post)

Last date & time for issue of tender : Upto 16.30 hrs.(IST) on 11.03.2017  
documents (by hand/ post)

Last Date & Time of receipt of tenders : Upto 15.00 hrs.(IST) on 18.03.2017

Date & Time of opening of tenders : After 15.00 hrs.(IST) on 18.03.2017

Contact person: Sri M.P. Gupta, Manager(Project Contracts),  
Ph. No. 0891 – 2518277, Mob. No.09866614000,  
Fax No. 0891 – 2518764  
E-mail Id : [hod\\_projcont@vizagsteel.com](mailto:hod_projcont@vizagsteel.com)/[projcont@vizagsteel.com](mailto:projcont@vizagsteel.com)

The detailed NIT & Tender document can be downloaded from [www.vizagsteel.com](http://www.vizagsteel.com).  
([www.vizagsteel.com](http://www.vizagsteel.com) →TENDERS → PROJECT CONTRACTS →**Register Now** →Log In→ TENDERS →  
PROJECT CONTRACTS→ View/save = Complete tender Document.)

The detailed NIT is also available at [www.tenders.gov.in](http://www.tenders.gov.in).

Sd/-  
GM (Project Contracts)

RINL VIGILANCE → TOLL FREE NUMBER: 1800 425 8878

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



**राष्ट्रिय इस्पात निगम लिमिटेड**  
**विशाखपट्टनम इस्पात संयंत्र**  
**विशाखपट्टनम**

**RASHTRIYA ISPAT NIGAM LIMITED**  
**VISAKHAPATNAM STEEL PLANT**  
**VISAKHAPATNAM**

(A Govt. of India Enterprises)

**PROJECTS DIVISION**

CONTRACTS DEPARTMENT, PROJECT OFFICE, A-BLOCK, VISAKHAPATNAM-530 031  
Phone: (+91) 891 – 2518277, Fax: (+91) 891– 2518764, CIN: U27109AP1982GOI003404

E-mail Id: [hod\\_projcont@vizagsteel.com](mailto:hod_projcont@vizagsteel.com), [projcont@vizagsteel.com](mailto:projcont@vizagsteel.com)

Web site: [www.vizagsteel.com](http://www.vizagsteel.com)

**NOTICE INVITING TENDER (NIT)**

**GLOBAL OPEN TENDER NOTICE NO. VSP-48 of 2016-17 DATED 04.02.2017**

**INVITATION FOR BIDS (IFB)**

1. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant (VSP), invites sealed bids from eligible Bidders for "***Design, engineering, manufacture, assembly, testing, packing, supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities as per Technical Spec. No. VSP-RBM-07-PRR-001***" on Divisible Turnkey Contract basis as per Technical Specification, Standard Bidding Document (SBD) and other documents enclosed herewith.
2. Interested Bidders may obtain further information from the office of GM (Project Contracts)., Project Office, A-Block, Room No. 9, Visakhapatnam Steel Plant, Visakhapatnam-530031, AP, Tel. No. (+91) 891 – 2518277, Fax No. (+91) 891– 2518764, E-mail: [hod\\_projcont@vizagsteel.com](mailto:hod_projcont@vizagsteel.com), [projcont@vizagsteel.com](mailto:projcont@vizagsteel.com).
3. A complete set of bidding documents may be purchased by any interested Bidder on submission of a written application to the above **on bidder's letter head and payment of tender cost.**
4. Bidders may download the bidding documents from VSP website at **[www.vizagsteel.com](http://www.vizagsteel.com) → TENDERS → PROJECT CONTRACTS → Register Now (New Users) → Log in → TENDERS → PROJECT CONTRACTS → View / Save =Complete Tender Document** and submit the bid along with cost of bidding documents.
5. Salient features of the of the bid :

A.	Tender No.	VSP-48 of 2016-17 DATED 04.02.2017
B.	Description	Design, engineering, manufacture, assembly, testing, packing, supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities as per Technical Specification No. VSP-RBM-07-PRR-001 on Total Turnkey Contract basis

C.	Cost of Bidding Document (Non - Refundable)	By hand/ By downloading	By Post	By Post to Destinations in Foreign Countries
		₹ 3,000/-	₹ 5,000/-	₹ 6,000/- or equivalent US\$/Euro
		Cost of Tender documents(s) shall be paid in the form of Demand Draft/Pay Order/Bankers Cheque obtained from any Nationalised or scheduled bank drawn in favour of "Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant" payable at Visakhapatnam. <b>No other mode of payment will be acceptable.</b>		
D.	Issue of Tender Documents	<b>Up to 16.30 hrs (IST) on 11.03.2017</b>		
E.	Tender Submission	<b>Up to 15.00 hrs (IST) on 18.03.2017</b>		
F.	Place of Submission of Bid	Office of GM (Project Contracts), <b>Room No.20</b> , "A" Block, Project Office, Visakhapatnam Steel Plant, Visakhapatnam – 530031, Andhra Pradesh, INDIA		
G.	Opening of Tender	<b>After 15.00 hrs (IST) on 18.03.2017</b>		
H.	Bid Security/EMD	₹ 1,00,00,000/- or equivalent US\$/Euro  Bid Security/EMD shall be paid in the form of Demand Draft (DD)/Pay Order (PO)/Bankers Cheque (BC)/ Bank Guarantee (BG).  EMD submitted in the form of DD/PO/ BC shall be drawn from any Nationalised or scheduled bank in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant payable at Visakhapatnam.  EMD submitted in the form of BG shall be as per the format given at Annexure-2 of Instructions to Bidders (ITB) and shall be kept valid for a period of <b>sixty (60) days</b> beyond the bid validity period.		
I.	Time For Completion	<b>24 Months</b> from Effective date of Contract i.e., the date of signing of Contract or 30 days from date of Letter of acceptance (LOA), whichever is earlier.		
J.	Validity of Bid	<b>Six (06) Months</b> from the deadline for submission of Bid.		

6. Offers submitted with following deficiencies in PQC documents/Financial instruments for EMD and CTD shall be rejected without seeking any clarifications/corrections for the same.
- If there is evidence of Tampering/Unauthorized correction.
  - If value of financial instrument(s)/document(s) is falling short of the value stipulated in the NIT.

- c) If validity of the BG(s) as on initial TOD is falling short of the minimum validity period stipulated in the tender.
- d) If discrepancy exists in the name of Payee/Beneficiary.
- e) If the bidder fails to submit CTD and/or EMD or in case of submission of a single instrument/document towards both CTD and EMD.

7. The tender document consists of:-

### **Section - I**

1. NIT
  - i) Invitation for Bid (IFB)
  - ii) Bid Data Sheet (BDS)
  - iii) Special conditions of contract (SCC)
2. Technical Specification No. VSP-RBM-07-PRP-001
3. General Specifications (GS)
4. Appendix -1 of SBD – Price Schedule
5. Appendix -5 of SBD – Performance Guarantees with LD
6. Appendix -6 of SBD – List of Approved Vendors

### **Section - II**

- 1) Instruction to Bidders (ITB)
  - 2) Form of Contract Agreement
  - 3) General Conditions of Contract (GCC)
8. The documents listed in Section-II can be downloaded from **Standard Document section** in VSP website [www.vizagsteel.com](http://www.vizagsteel.com) or hard copy can be obtained along with the tender documents.
9. The bid will consist of three parts, Part-I - "Cost of tender document & Bid Security", Part-II - "Eligibility Criteria Fulfillment (along with Integrity pact) & Techno-Commercial Bid" & Part-III - "Price Bids" only.
- 9.1 Bidders are requested to submitted the offer in **three** separately sealed envelopes as indicated below -
- a) The above three sealed envelopes to be kept in an **outer cover** (wherever possible), which shall also be sealed and superscribed with ***Name of the work, Tender notice number, due date & time, Name & Address of the Bidder.***
  - b) **First Envelope** (to be superscribed as **PART-I: "Cost of tender document & Bid Security/EMD"** with *Name of the work, Tender notice number, due date & time of submission, Self Address, Fax & Telephone nos.*) shall contain -
    - i) Cost of the tender document (only in case the tender is downloaded from website).

- ii) Bid Security/Earnest Money Deposit (EMD) in the form as indicated at point no. 5 (H) above.
- c) **Second Envelope** (to be superscribed as **PART-II: "Eligibility Criteria Fulfillment & Techno-Commercial Bid"** with *Name of the work, Tender notice number, due date & time of submission, Self Address, Fax & Telephone nos.*) shall contain –

One Original and Ten(10) copies of the following:

Originals and Copies shall be submitted in separate envelopes with marking as '**ORIGINAL**' & '**COPIES**'.

- (i) Eligibility Criteria Fulfillment:
- Valid documentary evidence in support of eligibility and Consortium requirements (in case Bidder is a Consortium) as stipulated in Bid Data Sheet (Refer ITB 8.3 (b)).
  - Duly signed "**Integrity Pact**" as indicated in Bid Data Sheet (Refer ITB 8.3 (g)).
- (ii) Commercial Part:
- Commercial offer in terms of requirements set forth in bidding documents along with an **un-priced** copy of Price Bid shall be submitted in Commercial Part with the word "**QUOTED**" in place of price data furnished in the Price bid.
  - Notarized copy of Power of Attorney in favour of Authorised signatory (Refer ITB 8.3 (a)).
  - Filled-in Bid Form (Refer ITB 9.1).
  - Details of Bidders as per the format enclosed at Annexure-I.
  - Bank Account details (**in original**) as per the format enclosed at Annexure-II.
  - Copies of Permanent Account Number (PAN), registration under Service tax, APVAT as applicable.
  - Filled-in **Check List** (Refer Annexure-6 of ITB).
- (iii) Technical Part:
- Technical offer in conformity to the Facilities given in the Bidding document.
- (iv) One (01) Complete set of **Bid document** duly signed on each page
- d) **Third Envelope** (to be superscribed as "**Part-III – Price bid**" with *name of the work, tender notice number, due date & time of submission, self address, fax & telephone nos.*) shall contain-
- Price Bid in **original only shall be submitted** in the format enclosed in the tender document as Appendix-1 of SBD (Price Schedule)
- No terms & conditions shall be written in the price bid.**

9.2 Bids shall be opened in the presence of Bidder's designated representatives who choose to attend on the date and the time of opening as below:

- i) The Envelopes containing Part-I (Cost of tender document & Bid Security/EMD) and Part-II (Eligibility Criteria Fulfillment & Techno-Commercial Bid) will be opened in sequence after the deadline for submission of Bid.
- However, Part-II will be opened only for those Bidders who would have furnished Cost of bidding document, Bid Security as per stipulations of the IFB.*

- ii) At the time of opening of Part-I and Part-II of the bids, Part-III (Price Bid) shall not be opened by the Employer and same shall be kept by the Employer unopened.

Time, date and venue of opening of Part-III (Price Bid) of the bid will be intimated to those Bidders whose offers are technically and commercially found to be acceptable.

- 10. Micro and Small Enterprises (MSEs) are exempted from submission of Cost of Tender Documents/ Tender Processing Fee (CTD), Earnest Money Deposit (EMD) and Security Deposit (SD), irrespective of whether the service is to be carried out within or outside their premises, subject to submission of Proof of enlistment/registration with any of the following agencies:
  - i) District Industries Centre (Acknowledgement of Entrepreneur Memorandum i.e. EM part-II)
  - ii) Khadi and Village Industries Commission
  - iii) Khadi and Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation (NSIC)
  - vi) Directorate of Handicrafts Handloom
  - vii) Any other body specified by Ministry of MSME

Note:

- a) Tender documents are uploaded in the website ([www.vizagsteel.com](http://www.vizagsteel.com), [www.pubtenders.gov.in](http://www.pubtenders.gov.in), <http://eprocure.gov.in>) and are to be down loaded from there only.
- b) The Micro and Small enterprises registered for the particular trade/item for which the tender is relevant, would only be eligible for exemption.

As regards Security Deposit (SD) exemption, the MSEs shall be required to submit a "Performance Guarantee Bond" of requisite value in the prescribed pro-forma in lieu of Security Deposit. It may be noted that waiver of SD is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered.

- 11. The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and Security Deposit. However, in case of Bid by Consortium not having all members as PSEs/Govt. Undertakings, they are required to submit stipulated EMD/Bid Security along with their bid.
- 12. The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in the web site is final. On verification, at any time, whether the Tenderer is successful or not, if any of the documents submitted by the Tenderer including the documents downloaded from our website/ issued are found tampered/altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.

13. It will be presumed that the Tenderers have gone through the entire tender document available in web site which shall be binding on them.
14. Successful Bidder should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with bid document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration / ESI Registration / experience / qualification / any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.
15. If it comes to the notice of RINL at any stage right from request for enlistment/tender document that any of the certificates/ documents submitted by applicant for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL tenders for a period of 05(Five) 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 RINL any loss or damage resulting from such termination. Contracts in operation any where in RINL 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 RINL Management will be final and binding.
16. Tender documents will be issued to bidders based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay/loss/any web site related problems in downloading the tender documents etc.
17. RINL reserves the right to (a) Issue or Refuse tender documents without assigning any reason, (b) Split and award the work to more than one agency, (c) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of and without being liable to refund the cost of tender documents thereupon.
18. One representative shall represent one firm only for collection of tender document.
19. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.
20. Interest free advance shall not be considered.
21. Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Bidders 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 and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).
22. RINL reserves the right to check the authenticity of the documents/certificates submitted, and/or verify performance of the bidders in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then the offer of the bidder is liable for rejection.

23. RINL reserves the right to open original price bid, if felt necessary, in case the bidder is allowed to submit revised price bid.
24. Successful Bidder shall submit PF & ESI registration codes before commencement of work.
25. Tender papers will not be issued to parties up to a maximum period of two years from the date of such communication, who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the Employer in this regard will be final & binding.
26. If a Bidder submits more than one tender, then all the tenders submitted by the said Bidder shall be rejected.
27. RINL, after opening of tender/bid document, may seek, in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the tenderers/bidders or issuing authority for confirmation of eligibility/ pre-qualifications stipulated in the NIT.
28. The Bidder shall be ready to furnish clarifications/informations and attend to discussions, as called for by the Employer, at short notices. While responding for the same, no change in the substances in the offer or price shall be permitted, unless otherwise asked by the Employer. In case of any unsolicited Price offer submitted by the Bidder at this stage, the same shall not be considered for Tender evaluation. However, in case such Bidder becomes L-1 by virtue of his original Price Bid, then such unsolicited Price offer will be opened and if it is advantageous to the Employer, such unsolicited Price offer will be considered or otherwise the same shall be ignored.
29. RINL shall not entertain any revised price/revision in price basing on the technical discussions unless RINL itself changes specifications/scope when compared to Tender Specifications/Scope, which calls for revision in the Estimate.
30. RINL reserves the right to reject the offers of the tenderers whose performance is poor in awarded/ongoing works if any.
31. The tenderer shall note that cenvat credit on Excise Duty, Service Tax and Krishi kalyan cess (KKC) can be availed by RINL for the above work. However cenvat credit can not be claimed on any works of:
  - a) Construction of a building or a civil structure or a part thereof, or
  - b) Laying of foundation or making of structures for support of capital goods.



32. Input Tax Credit (ITC) can be availed by RINL on the above work against tax invoices for the APVAT Purchases. However, as per Rule 20(2) of APVAT rules, ITC is not available on any inputs used in construction or maintenance of any buildings including factory and office buildings. It is recently held that any roads, compound walls, flyovers in the plant etc. are also part of factory building. Accordingly, ITC can not be availed on inputs used in construction and maintenance of buildings including railway tracks, roads, storm water drainage, sanitary sewer lines, shift offices, rest rooms, ablution blocks, all rooms and similar items.
33. At any time prior to the deadline for submission of the bids, the Projects Contracts dept. 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.

Signature: \_\_\_\_\_

Name and Designation: \_\_\_\_\_  
\_\_\_\_\_

RINL VIGILANCE → TOLL FREE NUMBER: 1800 425 8878
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**Annexure-I to IFB**

**Bidders are requested to furnish the details as mentioned below**

Company Name	:
Registration Number	:
Registered Address	:
Names of Partners/ Directors	:1.
	2.
	3.
Bidder Type	: Indian / Foreign
City	:
Postal Code	:
Company's Establishment Year	:
Company's Nature of Business	:
Company's Legal Status	: Limited Company/Under taking/Joint venture/ Partner Ship/ Others
Company Category	: Micro or Small or Medium Unit as per MSME/ Ancillary Unit/Project Affected Person of this Company/SSI/Others
Phone No	:
Fax No	:

**Contact Details:**

**Company's Contact Person details**

Contact Person Name	:
Date of Birth (DD/MM/YYYY)	:
Correspondence E-mail	:
Designation	:
Phone No	:
Mobile No	:
Fax No	:

(Signature of Contact person /Authorized Person with seal)

BANK ACCOUNT DATA FOR e-PAYMENT

1. Supplier's/ Contractor's Code :
2. Option : RTGS / NEFT
3. Beneficiary Details:
  - i) Name of Beneficiary :  
(maximum 35 characters)
  - ii) Bank Name :  
(maximum 35 characters)
  - iii) Branch Name :  
(maximum 35 characters)
  - iv) Account No. :  
(maximum 35 characters)
  - v) Account Type :  
Savings/Current/Over Draft  
(mention Code No. also)
  - vi) Beneficiary Bank's IFSC Code :  
(maximum 11 characters)

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(Signature of Supplier's / Service Providers)

Name:

Design:

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Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/--

Branch Manager  
Bank Seal

### **BID DATA SHEET**

The following bid-specific data for the Facilities including plant and equipment to be procured, installed & commissioned shall amend and/or supplement the provisions in the Invitation for Bids (IFB) and Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the IFB and ITB.

<b>Name of Facilities</b>	Rebar Mill
<b>Contract Name</b>	Design, Engineering, Manufacture, Assembly, Testing, Packing, supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities on Total Turnkey basis as per Technical Specification No. VSP-RBM-07-PRR-001, Standard Bidding Document and other documents enclosed herewith.
<b>Name of Employer</b>	Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant (VSP)
<b>Employer details</b>	GM (Project Contracts), Project Office, A-Block, Room No. 9, Visakhapatnam Steel Plant, VISA KHAPATNAM-530031, AP, INDIA Tel. No. (+91) 891 – 2518277, Fax No. (+91) 891– 2518764, E-mail: <a href="mailto:hod_projcont@vizagsteel.com">hod_projcont@vizagsteel.com</a> , <a href="mailto:projcont@vizagsteel.com">projcont@vizagsteel.com</a>
<b>Name of Consultant</b>	M/s. M.N.Dastur & Company (P) Ltd, P-17, Mission Row Extension, Kolkata-700013 West Bengal, India Telephone : +91-33-22250500, +91-33-22255420 Fax : +91-33-22251422
Language of bid ITB 7.1	English
Eligibility/ Qualification requirements for Bidders ITB 8.3 (b) & (c)	Refer <b>Annexure-1</b> to Bid Data Sheet
Bids on licensing arrangement ITB 8.3 (b)- (ix) Attachment-2, Bidder's eligibility	Not acceptable
Spares ITB 8.3 (c) (ii)	List of O&M Spares required for operation of 2 years following completion of the Facilities

Alternative Bids ITB 8.3 (f)	Not acceptable
Bid Currencies	In addition to Indian Rupees, the Bidders may use any freely convertible foreign currency.
Amount of Bid Security ITB 11.1	Rs. 1,00,00,000/- (Rupees One Crore only) or equivalent US \$ / Euros
Bid Validity Period ITB 12.1	Bid shall be valid for <b>Six (06) Months</b> from Deadline for submission of Bid.
Copies ITB 13.1, 17.2 (a)	Original and ten (10) copies along with soft copy in CD
Bid Submission ITB 14.2, 15.1	<u>Address of Employer for bid submission:</u> Office of GM (Project Contracts), <b>Room No.20</b> , "A" Block, Project Office, Visakhapatnam Steel Plant, Visakhapatnam – 530031, Andhra Pradesh, INDIA  Deadline for bid submission: <b>Up to 15.00 hrs (IST) on 18.03.2017</b>
Bid Opening ITB 14.2 (b) & 18.1	Bids shall be opened <b>After 15.00 hrs (IST) on 18.03.2017</b> in the office of - GM (Project Contracts), <b>Room No.20</b> , "A" Block, Project Office, Visakhapatnam Steel Plant, Visakhapatnam – 530031, Andhra Pradesh, INDIA
Deviations in Bid ITB 20.2	Generally no deviation is acceptable against the tender documents.
Technical evaluation of bid	Technical evaluation shall be carried out in accordance with the requirements set forth in Technical Specification included in the Bidding Document.
Conversion to single currency ITB 26.2	Currency chosen for the purpose of converting to a common currency shall be local currency, i.e. Rupees (INR). Source of exchange rate: <i>[As the common currency shall be the local currency, exchange TT Selling rates observed by the Reserve Bank of India (RBI) and notified by the State Bank of India (SBI), will be used for converting prices quoted in foreign currencies.]</i> Date of exchange rate: The closing TT Selling rate of exchange on the previous working day of the date of opening of Price bid shall be considered.

Price bid evaluation ITB 25.3	<p>The following criteria will be used in the evaluation in the manner stated below:</p> <p>i) The taxes &amp; duties, which are to be borne and paid by the Employer, shall be considered on the quoted price for imported supplies &amp; services for the purpose of price evaluation as follows.</p> <ul style="list-style-type: none"> <li>- <b>Basic custom duty (BCD) at the prevalent rate on Assessable value</b> on (FOB price + Ocean freight + Marine insurance + Landing charges)</li> <li>- <b>Countervailing duty (CVD)</b> at prevailing rate on (Assessable value + BCD)</li> <li>- <b>Education cess</b> at prevailing rate on BCD &amp; CVD</li> <li>- <b>Secondary &amp; Higher Education Cess</b> at prevailing rate on BCD &amp; CVD</li> <li>- <b>Additional Duty of Custom (ADC)</b> at prevailing rate on (Assessable value + BCD + CVD + Education cess + Secondary &amp; Higher Education Cess)</li> <li>- <b>Service tax + Swachh Bharat Cess and Krishi Kalyan Cess on the value of services.</b></li> <li>- <b>Landing Charges are 1% of (FOB price + Ocean freight + Marine insurance)</b></li> </ul> <p><b>Note:</b> Bidders to indicate the value of supplies on which Entry Tax are to be borne by them and not required to be loaded for the evaluation of their Price, failing which Entry Tax will be loaded for the full value of Supplies at the prevailing rates (Wherever Entry Tax is applicable).</p> <p>ii) The price evaluation will be done on the basis of “Net of CENVAT/ Input tax credit on VAT”. The CENVAT will constitute the CVD, ADC, services tax and Krishi Kalyan Cess component for the imported supplies and services as above and the amount of CENVAT credit on indigenous supplies &amp; services as quoted by the Bidder.</p> <p>iii) The contractor is to provide the VAT invoices for reimbursement of the VAT amount</p> <p>iv) The amount of eligible “Input Tax Credit(ITC)” on APVAT applicable to VSP is as below:</p> <table border="1" data-bbox="630 1656 1276 1864"> <thead> <tr> <th>% of APVAT</th><th>Rate of entitlement of ITC for VSP</th></tr> </thead> <tbody> <tr> <td>5%</td><td>1.74%</td></tr> <tr> <td>14.50%</td><td>11.23%</td></tr> </tbody> </table>	% of APVAT	Rate of entitlement of ITC for VSP	5%	1.74%	14.50%	11.23%
% of APVAT	Rate of entitlement of ITC for VSP						
5%	1.74%						
14.50%	11.23%						

Time Schedule ITB 25.5 (b)	<p>The successful bidder shall be required to complete the whole work within 24 months from the Effective Date of Contract as specified in Article-3 of the Contract Agreement.</p> <p>However, in the event the completion time offered by the bidder is beyond the period specified in this tender enquiry and if such deviation is acceptable to the Employer, then the bid price shall be subjected to loading @0.5% of the quoted price excluding taxes &amp; duties per completed week beyond 24 months.</p> <p>The bids having completion time beyond 27 months shall be liable for rejection.</p> <p>No credit shall be given for bids having completion time less than 24 months.</p>
Performance Guarantees ITB 25.5 (c)	The Bidder shall quote his price conforming to the Performance Guarantee parameters and the acceptable limits as specified in the in the Bidding Document.
Additional details on the evaluation ITB 25.5 (e)	Not Applicable
Amount of Performance Security (Performance Bank Guarantee) ITB 33.1	Performance Security amount shall be five percent (5%) of the Total Contract price in Rupees or any other freely convertible foreign currency.
Surrounding Value of Project to be Insured GCC clause 36.1.11	Not Applicable
Integrity Pact ITB 8.3(g) Attachment 7	<p>Integrity pact to be signed (Yes)</p> <p>Bidders are required to unconditionally accept the "Integrity Pact" enclosed as Annexure-2 to Bid Data Sheet and shall submit the same duly signed on all pages in Part-II of the bid. In case of consortium, same is to be signed by all consortium members.</p> <p>Offer of the Bidder received without Integrity Pact duly signed shall not be considered.</p> <p>The contact details of the Nodal Officer, Integrity Pact Programme are as follows:</p> <p>Shri. A.Bhattacharya, General Manager (MM), Main Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam- 530031. Mobile : +91-9866126149, Email ID: <a href="mailto:agnimitra@vizagsteel.com">agnimitra@vizagsteel.com</a></p>

Independent External Monitor(s)	<p>Names of the Independent External Monitors(IEMs) as under:</p> <ol style="list-style-type: none"><li>1. Sri Venugopal K.Nair</li><li>2. Sri Siva Prasad Rao</li></ol> <p>Bio-data and contact details of above IEMs are available at RINL website <a href="http://www.vizagsteel.com">www.vizagsteel.com</a></p>
Mobilisation Advance	No mobilization advance is payable.



**Annexure-1 to Bid Data Sheet.**

**Eligibility Criteria**



**RASHTRIYA ISPAT NIGAM LIMITED  
VISA KHAPATNAM STEEL PLANT  
VISA KHAPATNAM**

**SPECIFICATION NO. VSP-RBM-07-PRR-001**

**FOR**

**REBAR MILL**

**ELIGIBILITY CRITERIA**

**JANUARY 2017**



**M. N. DASTUR & COMPANY (P) LTD  
CONSULTING ENGINEERS**

## ELIGIBILITY CRITERIA FOR VSP-REBAR MILL

The bidder shall meet the following eligibility criteria and fill **“YES” or “NO”** in the box provided against each point:

1. a) The bidder must have technology/ know-how, experience in design, engineering, manufacturing/supply, erection/supervision of erection, testing & commissioning and established the performance guarantee of a Rebar/Bar Mill having capacity of at least 0.45 MTPA producing quenched rebars with slit technology in straight length. Bidder shall furnish a list of all such Rebar/Bar mills set-up by them in the last 10 years ending last day of the month previous to the one in which Invitation for Bid (IFB) is issued.

- b) At least one such Rebar/Bar Mill referred under 1(a) above should be in continuous operation for a minimum period of one (1) year in the preceding 10 years ending last day of the month previous to the one in which IFB is issued.

In support of 1(a) & 1 (b), the Bidder shall submit the details of such Rebar/Bar mills meeting the above stipulated eligibility criteria, as per the enclosed format at Annexure-A duly filled-in, along with relevant documentary evidences such as copies of following documents in support of the scope of the work carried out by him:

Certificate from the owners/clients for satisfactory operation for a minimum period of one year after successful commissioning, which should contain commissioning date and date of issue of certificate along with the details as stipulated at 1(a).

In case the above certificate does not contain the details as stipulated at 1(a), the following documents shall be furnished in support of the certificate submitted:

Extracts from Purchase Order/Letter of Award/Work order/Contract Agreement/Performance certificate which should contain the scope of work, technical parameters of the mill as per 1(a) above and handing over certificate/completion certificate indicating successful

Eligibility Criteria (cont'd)

commissioning date, issued by the owner/client for the reference plant.

2. The bidder shall have average annual turnover of at least Rs105.79 Crores or equivalent US Dollars/Euro during the last three (3) financial years i.e. 2013-14 to 2015-16.

Only gross sales income shall be considered for determination of annual turnover.

The bidder shall submit audited annual financial reports for the above three (3) financial years in support of their meeting the stipulated financial requirements. Annual financial turnover of entities participating in the tender on their own strength only shall be considered and not their related entities like holding company, parent company, subsidiaries or group companies etc. i.e. bidder shall be independent legal entities and shall have its own independent financial accounting system as per laws of the country.

In case of Consortium, one of its members or combination of members must meet requirements of points 1 & 2 above. The Consortium must fulfill the requirements as stipulated in clause no. 8.3 (b) of "Instructions to the bidder (ITB)".

**NOTE No. 1:**

- (a) In case the answer is "**YES**" for the above points from 1 to 2, the same shall be supported with valid documents.
- (b) In case the answer is "**NO**" against any of the above points, the offer shall be rejected and returned back to the bidder.
- (c) Bidder shall furnish the following information of the reference plants set up by him, for similar works executed as per following table:

Eligibility Criteria (cont'd)

Sl. No.	Description	Customer-1	Customer-2	Customer-3	Customer-4	Customer-5
1.	Name of the Customer					
2.	Address					
3.	Name & Designation of Contact person					
4.	Telephone No., Fax No. and E-mail ID					
5.	Brief description of the work					
6.	Value of work Order					
7.	Contractual time of completion					
8.	Actual time of completion					
9.	Reasons for delay, if any					
10.	Satisfactory Operation since Month & year					

**Annexure-A**

**Details of reference plant**

**A. Role of bidder in the reference plant**

	<b>Leader</b>	<b>Member-1</b>	<b>Member-2</b>
	<b>Yes/No</b>	<b>Yes/No</b>	<b>Yes/No</b>
Name of the agency			
technology & know-how			
Design & Engineering			
Manufacture/supply			
Erection			
Supervision of erection			
Testing & commissioning			
Demonstration of Performance Guarantee			

**B. Capacity of the plant :**

**C. Successful operation since :**



**Spec No.VSP-RBM-07-PRR-001**

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Eligibility Criteria (cont'd)

**D. Proof for award of work :**

**E. Proof for completion &  
Performance :**

Annexure-2 to BDSINTEGRITY 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 **"Design, engineering, manufacture, assembly, testing, packing, supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities on total turnkey basis as per Spec. No. VSP-RBM-07-PRR-001"**. 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.

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.

*Handwritten signature*



- (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 anti- corruption 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,

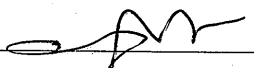
- c/29
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation 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)/Contractors(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 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.
- (6) A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

  
 (For & On behalf of the Principal)  
 (Office Seal) रंगनाथ-ए. RANGANADH  
 उपायुक्त प्रबंधक (परियोजना विभाग)  
 Place -- By: General Manager (Proj. Contracts)  
 परियोजना विभाग - Projects Division  
 Date -- 24.07.2018 विखोपाटनम स्टील संयंत्र  
 RINL, Visakhapatnam Steel Plant  
 Witness 1: विखोपाटनम-Visakhapatnam-530 021

(Name &amp; Address)

\_\_\_\_\_  
 (For & On behalf of Bidder/ Contractor)  
 (Office Seal)  
 Witness 2:

(Name &amp; 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 along with 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 foreign supplier/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.

\*\*\*\*\*

## **SPECIAL CONDITIONS OF CONTRACT**

**[Design, Engineering, Manufacture, Assembly, Testing, Packing, Supply of plant and equipment, storage at site, erection, start-up, testing, commissioning and demonstration of performance guarantee tests of the Rebar Mill complete with all accessories and auxiliary facilities on Total Turnkey basis (Technical Specification. No. VSP-RBM-07-PRR-001)]**

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Special Conditions of Contract given in Standard Bidding Document (SBD) is only for the purpose of reference. The Special Conditions of Contract (SCC) given herein below supersedes SCC given in enclosed SBD.

The following Special Conditions of Contract [**SCC**] shall supplement the General Conditions of Contract [**GCC**]. Whenever there is a conflict, the provisions herein shall prevail over those in the **GCC**. The corresponding clause number of the **GCC** is indicated in parentheses

### **1. Definitions [GCC Clause 1]**

#### **1.1 Employer**

Rashtriya Ispat Nigam Limited (RINL),  
Visakhapatnam Steel Plant,  
Administrative Building,  
Visakhapatnam-530031,  
Andhra Pradesh, INDIA

Other stipulations remain unchanged.

#### **1.2 Engineer**

Name: \_\_\_\_\_  
Designation of Engineer,  
Department,  
Visakhapatnam Steel Plant,  
Visakhapatnam-530031

Other stipulations remain unchanged.

#### **1.3 Contractor**

(To be furnished at the time of placement of order / signing of Contract)

M/s. \_\_\_\_\_

([Name and address])

Telephone No. \_\_\_\_\_

E-mail \_\_\_\_\_

Fax No. \_\_\_\_\_

Other stipulations remain unchanged.

#### 1.4 Consultant

M.N.Dastur & Company (P) Ltd,  
P-17, Mission Row Extension,  
Kolkata-700013,  
West Bengal, India  
Telephone : +91-33-22250500, +91-33-22255420  
Fax : +91-33-22251422

#### 2. Notices [GCC Clause 4]

##### 2.1 Employer's Address for Notice purposes

[Reference **GCC Sub-Clause 4.1**]

GM (Project Contracts),  
Project Office, A-Block,  
Visakhapatnam Steel Plant,  
Visakhapatnam-530031, AP,  
Tel. No. (+91) 891 – 2518277, Fax No. (+91) 891– 2518764,  
E-mail: [hod\\_projcont@vizagsteel.com](mailto:hod_projcont@vizagsteel.com), [projcont@vizagsteel.com](mailto:projcont@vizagsteel.com)

##### 2.2 Contractor's Address for Notice purposes

[Reference **GCC Sub-Clause 4.1**]

(To be furnished at the time of placement of order / signing of Contract)

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Name and address]

Telephone No. \_\_\_\_\_

E-mail \_\_\_\_\_

Fax No. \_\_\_\_\_

##### 3.0 Transportation by Ship/Air [Reference GCC Clause 21.4.1]

The consignee for road despatches shall be clearly marked as below:

*Designation of Engineer,*  
*Department,*  
Visakhapatnam Steel Plant,  
Visakhapatnam-530031

##### 3.1 Transportation by Road [Reference GCC Clause 21.4.3]

The consignee for road despatches shall be clearly marked as below:

*Designation of Engineer,*  
*Department,*  
Visakhapatnam Steel Plant,  
Visakhapatnam-530031

##### 4.0 Mobilisation Advance: Not Applicable



## 5.0 **Contractor's Equipment** [Reference GCC Clause 22.4.1]

The Contractor shall mobilise all construction equipment, tools, tackles & consumables to ensure timely completion of work and quality of workmanship. On request, the Employer may provide the Contractor any special handling / construction equipment needed in the interest of work subject to availability and on payment of hire charges and other conditions of Employer. However, overhead crane may be provided depending on availability, free of charge. *Hire charges for construction equipment is given below as Annexure-1.*

## 6.0 **E-Payments**

Payments under the contract shall be released through E-Payment system only. The successful Bidder is to submit Bank Account details for E-Payment as per the format enclosed as Annexure-II to NIT duly signed and certified by authorised signatory of Bank.

Once the successful bidder submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of E-Payment shall be permitted by the employer only if the request of the contractor for the same is accompanied by a written consent from the same branch from which the format for E-Payment, duly signed is initially submitted.

Payment shall be made through Electronic Payment System only. The supplier/ Contractor should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and no claims will be entertained after the said 10 days

## 7.0 **Bank Guarantee(s)**

Bank Guarantee(s) should be executed on a Non-judicial stamp paper of adequate value under the relevant state rules in the name of the executing Bank. All amendment/ extension should also be made on a Non-judicial stamp paper of same value.

In addition to the Bank Guarantee(s) formats available in the SBD, a clause regarding enforceability of BG shall be incorporated at the end of BG as mentioned below:

"We .....(name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name and address of the branch) at **Visakhapatnam** and they shall honour such demand in any case not later than next working day".

Bidder shall submit the duly filled-in CHECKLIST for BGs as per enclosed **Annexure-2**.

## 8.0 **List of Approved Vendors / Preferred Makes**

All bought out items shall be as per the list of acceptable makes mentioned in the tender document.

**Annexure-1 to SCC**

**APPROVED 'REVISED' HIRE CHARGES FOR THE FOLLOWING EQUIPMENTS OF CERC ARE GIVEN BELOW. SALES TAX, IF ANY, LEVIABLE OF THE HIRE CHARGES IS PAYABLE EXTRA.**

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Hire charges (Rs. Per hour)</b>
01.	35T Dumper	5,210/-
02.	15T Dumper	1,350/-
03.	Bull Dozer (55T Drawbar pull)	6,530/-
04.	Bull Dozer (20T Drawbar pull)	2,710/-
05.	Wheel Loader with 1.7 cu.mtr. Bucket	2,170/-
06.	Wheel Loader with 5 cu.mtr. Bucket	6,820/-
07.	Excavator with 0.9 – 1.0 cu.mtr. Bucket	2,670/-
08.	75T TATA 955 Crane	3,790/-
09.	25T TFC 075 Crane	2,650/-
10.	18T TATA 320 Crane	2,470/-
11.	15T Wheel Crane	2,340/-
12.	12T Wheel Crane	1,730/-
13.	8T Wheel Crane	1,030/-
14.	300T CC 2000 Crane	10,910/-
15.	30T Wheel Crane	3,300/-
16.	40T Wheel Crane	4,710/-
17.	30T Tractor Trailer	1,770/-
18.	20T Tractor Trailer	2,020/-
19.	160T hydraulic Crane	17,920/-
20.	Tower Crane 25T BK 300	3,050/-
21.	Boom Extension/Reduction TATA 320	1,979/- (Lumpsum charge)
22.	Boom Extension/Reduction TATA 955	3,956/- (Lumpsum charge)

**Notes:**

- 1) Employer shall provide the above Equipment subject to their availability on chargeable basis. Employer is neither bound to provide with such Equipment nor liable for any delays/ losses for not providing or delay in providing such Equipment.
- 2) The Employer hire out to the Contractor the available equipment on the basis that the Contractor shall be responsible for safe custody of the Equipment hired out to him during the period of hire and the Contractor shall make good any loss or damages to equipment caused due to negligence, inadequate watch and ward etc.
- 3) Hire charges shall be levied from the time the equipment is handed over to the Contractor up to the time the same is handed over to the Employer.
- 4) Prevailing Service Tax is applicable on above hire charges.

**Annexure-2 to SCC****CHECKLIST FOR BANK GUARANTEE(S)**

Name of the Facilities : \_\_\_\_\_  
 Tender No. & Date : \_\_\_\_\_  
 Name of the party submitting BG : \_\_\_\_\_  
 Name of the Bank issuing BG : \_\_\_\_\_  
 Branch issuing the BG : \_\_\_\_\_  
 BG No & date : \_\_\_\_\_  
 BG Value : \_\_\_\_\_  
 BG Valid Up to : \_\_\_\_\_

		Yes/No
1	Is the BG as per the approved format of VSP?	
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank/ Nationalised bank etc. as specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/tender with reference to which the BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11	Whether the BG format contains the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained	
12	BG contains the clause for "Enforceability of the same at Visakhapatnam and the address of the same is also specified in the BG.	

**NOTE:**

1. The BGs are to be submitted to VSP, only when reply to all the above are 'Yes'.
2. Successful Bidder shall ensure that the above aspects are taken care while submitting BGs.

Signature of the Contractor

Date: