

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031**

**MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, III Floor, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA**

OPEN TENDER NOTIFICATION

Invitation to Tender (ITT) No.Pur.7.19.0001/0021 Dt. 02.03.2017

**Sealed tenders are invited from reputed Manufacturers for
SUPPLY OF SIDE WALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110
Last Date and time for receipt of Tenders : **17.03.2017** by 10.30 HRS(IST)**

**Tender Document can be downloaded from our
Website: www.vizagsteel.com > MM > MM TENDERS > TENDERS.**

NOTE: THE BIDDER SHOULD REFER TO RINL'S WEBSITE REGULARLY FOR ANY CORRIGENDUM /ADDENDUM

- EXECUTIVE DIRECTOR (MM)

For Details Contact:

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RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530 031, INDIA

*OPEN TENDER NOTICE
FOR SUPPLY OF*

SIDE WALL CONVEYOR BELT OF 1800MM WIDTH. GRADE HR-110

INVITATION TO TENDER (ITT) NO. Pur. 7.19.0001/0021 Dt.02.03.2017

General:

This tender is governed by "The Detailed Terms & Conditions of Invitation to Supply tender& General conditions of Contract for supply "which is available at RINL / VSP's website www.vizagsteel.com.The tenderer is requested to submit their tender in accordance with the instructions given in the tender document and in accordance with "The Detailed terms and conditions of Invitation to Supply"& "General Conditions of Contract for supply"placed on our website: www.vizagsteel.com.

Visit www.vizagsteel.com , Open Vizagsteel Home page.

Click > MM.

Click > MM Tenders

Click > Detailed Terms and Conditions of Invitation to Tender.

Click > Detailed Terms and Conditions of Invitation to Supply Tender.

Note: Please Ignore the clauses 1.5.0, 1.5.1 and 13.0(13.1&13.2) of the "Detailed Terms and Conditions of Invitation to Supply Tender" as the same are not applicable for this Open Invitation to Tender.

Also Click > General Conditions of Contract for Supply.

Also Click > Bank account Data for RTGS / NEFT mode of Payment and submit the same along with the tender.

Scope & other terms & conditions

- 1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders from **Indigenous manufacturers** only for supply of **SIDE WALL CONVEYOR BELT OF 1800MM WIDTH. GRADE HR-110**, conforming to Technical specifications at **Annexure -I** of tender documents.
- 2.0 **QUANTITY:**
The PURCHASER intends to procure **85 Meters of Side wall conveyor belt of 1800mm width** as per the details mentioned at **Annexure-I** of tender documents.

2.1 **NUMBER OF SOURCES:**It is intended to procure the material from *Single Source only*. However VSP/RINL reserves the right to procure the material from more than one source at its sole discretion.

3.0 **DELIVERY:**

DELIVERY PERIOD SHOULD BE THREE (03) MONTHS FROM THE DATE OF PLACEMENT OF PURCHASE ORDER.OFFERS WITH DELIVERY SCHEDULE MORE THAN THREE (03) MONTHS SHALL NOT BE CONSIDERED FOR EVALUATION- VITAL CONDITION.

4.0 **PRE-QUALIFICATION CRITERIA (PQC) FOR SUPPLY OF SIDE WALL CONVEYOR BELT:**

4.1 The bidder should have manufacturing Capacity of Side wall Conveyor belt width 1400mm Minimum

4.2 The bidder should submit the documentary evidence for supply of the Side wall conveyor belt and should also furnish at least one performance certificate, for SIDE WALL CONVEYORS of belt width 1400 MM or more supplied in last five years along with name, mobile number & e-mail ID of the contact person.

4.3 However, the bidder, who has already supplied the side wall Conveyor belt to Visakhapatnam Steel Plant Previously is eligible.

The PQC Condition mentioned at 4.1 and 4.2 are **fatal Conditions**.The offers not fulfilling the fatal Conditions shall not be considered.

5.0 **TENDER DOCUMENTS:**

Tender document will be available on VSP website www.vizagsteel.com and Tenderers who are interested in participating in the tender can download from the website: www.vizagsteel.com. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

6.0 **SUBMISSION OF TENDERS:**

6.1 Tenderers should submit their tenders in two parts:

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

in separate sealed envelopes indicating clearly on the cover whether it contains **Part A: Techno- Commercial Bid& Part B : Price Bid**. A Proforma as given in **Annexure -II** of the Tender Documents is prescribed for Part- B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed proforma. Price bid should contain no caveat conditions. Offers to the contrary will stand the risk of getting rejected. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

6.2 QUOTING OF PRICE(S):

The prices quoted should be firm unless otherwise allowed specifically till completion of delivery. -- VITAL

The price quoted should be on FOR VSP Stores basis exclusive of applicable taxes, duties, levies. However, the rate of taxes, duties, levies, Insurance and freight considered are to be indicated separately. The rates of Taxes/Duties/Levies currently applicable should be indicated in the techno commercial bid. Break up of Packing & Forwarding Freight and Insurance must also be furnished for facilitating evaluation. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure-II**. In case of any discrepancy between the two, the price indicated in words shall only be considered.

Tenderer's Central & State Sales Tax, VAT Reg no, TIN (Tax Identification Number) etc are to be necessarily indicated in the offer.

Wherever the tenderers quote Excise duty and Sales tax as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch suitable loading would be done with maximum ED& ST Rates as applicable

General

However, in case tenderers quote any term other than mentioned in this tender, the same shall be loaded as per VSP norms while evaluating their offer.

Any revised bids received after tender i.e. Techno commercial bid opening shall not be considered unless it has been furnished in response to a specific request from VSP.

6.3 CURRENCY AND UNIT RATE:

The **price of** the present tendered material/item i.e. **Side wall Conveyor belt of 1800mm width, Grade HR-110** offered per meter should be quoted in INR only.

6.4 **PRICE FIRMNESS:** Price shall remain firm till completion of supplies.

6.5 **LIQUIDATED DAMAGES:**

Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or

part thereof shall be levied and recovered subject to a maximum of 10% of the total order value.

6.6 TERMS OF PAYMENT:

- 6.6.1 100% payment shall be made against receipt and acceptance (GARN) of material on the 60th day (21st day for local micro and small enterprises subject to submission of documents as stipulated vide clause No.8.5 below). Payment terms other than the above shall be suitably loaded for evaluation. The interest loading would be @ 19% per annum if credit for 60 days (21 days in case of local micro and small enterprises) is not given.
- 6.6.2 In case of Indigenous offers, Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks/ Letter of credit. In case you have not already furnished the required details, you may download the pro-forma in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database
- 6.6.3 Payment through L/C will be considered. However **interest loading @19% per annum** shall be made for the purpose of comparison with other offers if credit for 60 days is not given.
- 6.6.4 In case of L/C payment, the loading on L/C charges up to Rs. 1Crore shall be Rs.5,618/-. Loading on a/c of increase in the L/C value above Rs 1Crore or part thereof shall be Rs.5618/- for each 1 Crore i.e. Rs.5618/- for first one crore or part thereof and additional Rs.5618/- for each additional one crore or part thereof. L/C payment shall be made for 100% value of the material supplied upon presentation of documents specified. All bank charges at the SUPPLIER's end shall be born and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be born and paid for by the PURCHASER. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.
- 6.7 Tenders will be accepted up to 10.30 Hrs (IST) on 17.03.2017& the same shall be opened after 10.30Hrs on the same day. *The tenders should be addressed to,***

The Executive Director (MM),
Purchase Department,
III Floor, Block-A,
Main Administration Building,
Visakhapatnam Steel Plant,
Visakhapatnam 530 031,
Andhra Pradesh, India

And should bear in Block Capital Letters the superscription "**OFFER RESPONSE TO TENDER NO. PUR. 7.19.0001/0021 Dt.02.03.2017 FOR THE SUPPLY OF Side wall Conveyor belt of 1800mm width ,Grade HR-110** and should be deposited in the tender box provided in the Room NO. 423.

7.0 Validity of the Offer:

Tenderer shall keep his Techno commercial bid and the **price** bid valid for acceptance by RINL-VSP for a period of **120 (One hundred twenty)** days from the date of opening

of the Techno commercial bid and reverse –e-auction price for a period of 30days from the date of reverse e-auction. The price bid is also to be validated accordingly so as RINL /VSP can have valid reverse –e-auction price & price bid price for its evaluation and process for approval for placement of the Purchase order.

RINL-VSP reserves the right to seek extension of the validity of the offer beyond the specified period.

8.0 **BID MONEY/EMD:**

8.1 Each tender should be accompanied by a deposit of an Earnest money Deposit (**VITAL**) i.e. Bid Money prescribed.

Tender shall be considered only if ,

Bid Money is submitted in Indian Rupees by means of either a Demand Draft or a Banker's Cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to Rashtriyalspat Nigam Ltd at Visakhapatnam Steel Plant for an amount of Rs.75,000/- (Rupees Seventy five Thousand only) **along with or prior to opening of Part-A: Techno-commercial Bid at Visakhapatnam.**

8.2 The following categories are exempted from submission of Bid Money / EMD:

- a) **Central / State Government Public Sector Undertakings of India.**
- b) **Vendors registered with the Purchaser for supply of the Tendered items.**
- c) **SSI units / Micro and Small Scale Enterprise (MSEs) registered with National Small Industries Corpn. (NSIC) / District Industries Centre of the State Government concerned for the item(s) / item category of tendered item(s) for which the tenderer is registered with the respective authority. Documentary evidence with regard to proof of registration shall be submitted along with the tender document.**
- d) **SSIs/ MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption for submission of Bid Money / EMD.**

In case any of the registered vendors of RINL is unable to submit registration certificate, the same shall be referred to Vendor Development Cell of Vishakhapatnam Steel Plant and based on the confirmation received regarding registration of the said bidder, exemption for submission of Bid Money / EMD shall be considered.

8.3 The Bid Money / EMD shall be forfeited:

- a) If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer after tender opening, or
- b) If the successful Tenderer fails to furnish Performance Guarantee Bond in accordance with clause **13.0** of the Tender documents.

8.4 **The Bid Money / EMD must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without Bid Money / EMD of requisite value in the requisite form will summarily be rejected without further correspondence. Bid Money if paid in cash, shall not accrue interest. - VITAL.**

8.5 Condition for availing benefit under purchase preference to local SSIs(MSEs) clause no.33.0 (f) of tender notice & payment terms as per clause no. 6.6.1 above by local micro & small enterprenures (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/Enterpreneur memorandum acknowledgement part-II issued by any of the following for the items/ item category for which they are registered for availing the relevant benefits.

(a) District Industries Centre of Visakhapatnam.

(b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e units located within 100 Km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centres.

(c) NSIC registered units falling within the above jurisdictions i.e in (a) or (b) above.

9.0 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:**

9.1 If a tenderer who responds to this tender is not presently enlisted with RINL / VSP for supply of **Side Wall Conveyor belt of 1800mm width, , Grade HR-110** he is requested to furnish copies of the following documents separately in a sealed envelope, super scribing "**CREDENTIALS**" and the **TENDER (I.T.T) REFERENCE** along with the tender:

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

(Or)

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

b) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms

c) Notarised copy of Excise, Sales Tax (CST, VAT), Service tax registration certificates and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of Proprietary firms.

d) Self-certified **financial worth and audited financial statements** for the last three (3) years.

e) Self-certified Purchase orders / contracts copies for the same or similar tendered item/s.

f) Self-certified ISO certificate if any.

Note:The tenderers other than those already registered with RINL –VSP shall submit PO copies for supply of **Side Wall Conveyor belt of 1800mm width, Grade HR-110** along with performance certificate if any.

Kindly note that the above information is required to assess the credibility of the vendor not registered with RINL - VSP.

The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents except (f) of 9.1 or if RINL/VSP finds that the creditability of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The vendor shall produce originals of the above documents for verification, if RINL/VSP so desires. RINL/VSP's decision in this regard shall be final.

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

10.1 Manufacturers of **Side Wall Conveyor belt of 1800mm width, Grade HR-110** shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

- a) Documents showing the exact nature of ownership.
- b) Production capacity of **Side Wall Conveyor belt of 1800mm width, Grade HR-110** production during the last 3 years.

10.2 **Offers from Indigenous manufacturers ONLY will be accepted.**

10.3 In case the Principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.

10.4 The tenderers are requested to fill up the check list appended to this tender document as **Annexure – III**.

11.0 TENDER OPENING:

Techno-Commercial bid of the tenders shall be opened on the scheduled date (i.e. date specified for opening of the tender) of tender opening in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present.

The date and time of Price bid opening and reverse –e-auction shall be intimated separately to the 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.

12.0 **EVALUATION OF TENDERS:**

All the tenderers shall be **evaluated on the basis of Landed Net of Cenvat / VAT price.**

12.1 RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 12.3 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat at the specified VSP stores.

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

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

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

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

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

ILLUSTRATION FOR EVALUATION OF OFFERS FOR DETERMINING LANDED NET OF CENVAT PRICE

INDEGENOUS OFFER WITH CST

I	Basic Price (BP)	100
II	Packing Charges if any	0
III	Excise Duty (B P + packing) *	12.5
IV	Sales tax (BP+Packing+ED)x2% *	2.25
V	Freight (Ft) #	10
VI	Entry Tax (If applicable) (I + II + III) X % of Entry tax *	0
VII	Sub total (I+II+III+ IV+V+VI)	124.75
VIII	Insurance (value depend on the company policy)0.09% #	0.11
IX	Landed cost (VII+VIII)	124.86
X	Landed net of Cenvat (IX-III)	112.36

INDEGENOUS OFFER WITHAP VAT

I	Basic Price (BP)	100
II	Packing Charges if any	0
III	Excise Duty (B P + packing) *	12.5
IV	Sales tax (BP+Packing+ED)x14.5% *	16.3
V	Freight (Ft) #	10
VI	Entry Tax (If applicable) (I + II + III) X % of Entry tax *	0
VII	Sub total (I+II+III+ IV+V+VI)	138.8
VIII	Insurance (value depend on the company policy)0.09% #	0.12
IX	Landed cost (VII+VIII)	138.92
X	Net CenVAT Cost(IX-III)	126.42
XI	Less input credit on AT (Input credit as applicable to VSP)(I+III)*11.23/14.5	12.44
XII	Landed net of Cenvat(X-XI)	

* Statutory levy (Ruling at the time of offer)

Assumption

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

13.0 PERFORMANCE GUARANTEE BOND:

13.1 The successful tenderer should submit Performance Guarantee so as to be received in the office of Deputy General Manager (MM-Purchase), RINL-VSP within 30 (Thirty) days from the date of LOI / Acceptance to Tender.

The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma appended to this tender document as Annexure **-IV**, for an amount covering **5% (Five percent) of the value of the quantity of material on landed cost basis in case of indigenous source covered by the afore said Acceptance to Tender.** No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

13.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam. *If the bond is issued by any scheduled bank (other than Indian nationalized bank), bond is to be issued by the branch located in Visakhapatnam only.*** Bonds from Co-operative banks are not accepted.

13.3 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or

extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.

13.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender.

13.5 The supplier shall ensure the following also while submitting the PG Bond:

Stamp paper shall be obtained in the name of the bank issuing PG.

Date of sale of Stamp paper shall be prior to date of PG.

PG shall bear the Number, date and seal of the Issuing bank.

PG shall be signed by the Officers on all pages with name, designation & code.

PG shall contain a foot note "Issuance of this bank guarantee may also be got confirmed from our controlling branch/office/higher authority (Name & Address)".

13.6 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of dispatch of the material.

13.7 **Performance Guarantee Bond shall be released after 90 days from the date of the last consignment or one month after consumption of the total material supplied, subject to clearance from actual user, whichever is earlier, under the Acceptance to Tender.**

14.0 **INSPECTION:**

Inspection of offered Material shall be carried out at manufacturer's Premises prior to dispatch by the designated inspection agency as specified in the Acceptance to Tender by the Purchaser against the readiness of the Material.

The manufacturer shall submit Test Certificates and Internal Inspection Reports for all parameters stated in the specification along with the Inspection Call **at least 15(fifteen) days in advance of the scheduled delivery date**, to enable RINL / VSP to carry out the inspection at the manufacturer premises.

Article - 8 .1 of General Conditions of Contract for Supply is applicable in this regard.

14.1 **GUARANTEE :**

Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.

15.0 DEFAULT:

15.1 Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the

PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 21.0 herein below.

15.2 RISK PURCHASE:

15.3 The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 15.1 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

16.0 RECOVERY OF SUMS DUE:

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

17.0 RESPONSIBILITY:

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

18.0 TRANSFER AND SUB-LETTING:

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

19.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

19.1 This Acceptance to Tender cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or

written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Acceptance to Tender.

20.0 **WAIVER:**

20.1 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

21.0 **FORCE MAJEURE:**

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

22.0 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in para 21.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the offtake by the PURCHASER and/or delivery of the MATERIAL by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for normalization of shipments.

23.0 **ARBITRATION AND JURISDICTION:**

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

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

24.0 **LEGAL INTERPRETATIONS:**

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

25.0 **LIABILITY OF GOVT. OF INDIA:**

25.1 It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Acceptance to Tender and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to Tender. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Acceptance to Tender.

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

27.0 **STATEMENT OF DEVIATIONS:**

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

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

- a) Specification, b) Price firmness, c) Submission of Bid Money, d) Quality deviation e) Performance Guarantee Bond.f) Risk Purchase

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

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

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

28.1 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.

28.2 Each page of the offer should be signed by the authorized officer(s) of the Tenderer.

28.3 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 Side Wall Conveyor belt of 1800mm width against Tender No. Pur: 7.19.0001/0021 Dt.02.03.2017** and should also bear superscription: **Part-A: Techno-Commercial Bid & Part –B: Price Bid.**The name and address of the tenderer should be mentioned on this envelope.

28.4 The envelope referred to in para 28.3 above should be addressed to the Executive Director (MM), Purchase Department, III Floor, Block-A, Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "**OFFER IN RESPONSE TO TENDER NO. PUR. 7.19.0001/0021 Dt .02 .03 .2017.**" The name and address of the Tenderer should be mentioned on this envelope as well.

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

28.6 *The price quotations should be given in the price format available as Annexure-II. The unit price is to be quoted both in figure and words. In case of any discrepancy between the two, the price indicated in words shall only be considered. 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.*

29.0 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 to rejection.

BIDDERS ARE ADVISED TO VISIT THE WEBSITE www.vizagsteel.com AT REGULAR INTERVALS FOR UPDATES / AMENDMENTS/ CORRIGENDUM / ADDENDUM

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

30.1 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. EMD/ Security Deposit etc. if any will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with

attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

30.2 In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid/price bid is opened or after finalisation of contract punitive action shall be taken as per prevailing guidelines. Clause No.15.2 of **Detailed Terms & Conditions of Invitation to Supply tender** is applicable in this regard.

31.0 Right to reject tenders:

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

32.0 Authorisation

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

33.0 Notwithstanding anything specified in this Tender Document, RINL -VSP, on its sole discretion and without having to assign any reason reserves to itself the rights i.e.

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the tender on Non submission of EMD
- d) To reject the offers not conforming to the tender terms:
- e) Non-submission of complete offers, appending signature on the offer and the prescribed formats;
- f) To extend purchase preference to Local SSIs (Micro and Small Enterprises) subject to submission of documents as stipulated at 8.5, as given above. In case Local MSE becomes TAL1 tenderer purchase preference will not be extended to another Local MSE in that tender

- Executive Director (MM)

ANNEXURE -I

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

**OPEN TENDER NOTICE FOR SUPPLY OF SIDE WALL CONVEYOR BELT OF 1800MM
WIDTH. GRADE HR-110
Annexure to I.T.T. No. PUR. 7.19.0001/0021 Dt.02.03.2017**

SCHEDULE OF MATERIAL CUM SPECIFICATION:

1. Material Code : 3026497

Qty: 85 METERS

Delivery: 03 MONTHS FROM ORDER DATE

Material Long text:

BELT, CONVEYOR
MATERIAL : EP
GRADE, COVER : HR 110
WIDTH : 1800 mm
STRENGTH/PLY : 1600/5
THICKNESS, COVER, TOPXBOTTOM : 5 x 2 mm
TOTAL BASE BELT THICKNESS : 20 mm

Additional Parameters:

- 1) BELT CROSS SECTION : 310+100+980+100+310
 - 2) HEIGHT OF SIDE WALL : 400 MM (DIAGONAL FABRIC REINFORCED)
 - 3) TYPE OF SIDE WALL : EXTRA HEAVY DUTY MWSF400 OF MAXOFLEX OR IT'S EQUIVALENT CORRUGATED WITH DIAGONAL FABRIC REINFORCED
 - 4) HEIGHT OF CLEAT : 360 MM
 - 5) TYPE OF CLEAT : TCWD360 OF MAXOFLEX OR IT'S EQVT. CLEAT CUPS-2PLY FABRIC REINFORCED&CLEAT FT HAS STRENGTHING STIFFENER
 - 6) PITCH OF CLEAT : 320 MM
 - 7) GRADE COVER : HIGH BLACK ABRASION RESISTANT HR 110 STEEL CORD CROSS STABILIZED +2
 - 8) EDGE TYPE : MOULDED EDGE
- B) SPECIAL INSTRUCTIONS:**
- 1) BELT TO BE SUPPLIED AS PER THE ABOVE SPECIFICATION.
 - 2) CLEAT FOOT AND CLEAT CUP SHOULD BE PROVIDED WITH MATCHING PRE-DRILLED HOLES FOR EASY FIXING.
 - 3) 25 NUMBERS CLEAT-CUPS & 25 PAIRS OF CLEAT-FOOT ARE TO BE SUPPLIED ADDITIONALLY ALONG WITH THE BELT SUPPLY
 - 4) PARTY TO VISIT VSP SITE TO SEE THESE DETAILS IN THE ALREADY INSTALLED CONVEYORS BEFORE SUBMITTING THE OFFER.
 - 5) MTC TO BE SUBMITTED ALONG WITH THE SUPPLY.
 - 6) BELTS ARE TO BE SUPPLIED ALONG WITH SIDE WALLS AND CLEAT FOOT PAIR PASTED ON BASE BELT BY HOT VULCANIZING PROCESS. TOTAL CLEAT CUPS AND ALL THE REQUIRED FASTENERS (SCREWS, BOLTS AND, WASHERS AND POLYMER CANDLE ETC.) ARE TO BE DELIVERED ALONG WITH THE

SUPPLY .

- 7) THE MATERIALS CARRIED BY THIS CONVEYOR BELT ARE COKE AND SINTER.
COKE: GRAIN SIZE 25-60MM, DENSITY: 0.7 T/CU.M, FEED RATE: 350-380
T/HR. SINTER: GRAIN SIZE 5-50MM, DENSITY: 1.7 T/CU.M, FEED RATE:
800-900 T/HR.

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

a) CST/SST Regn No. _____

b) TIN/GRN No. _____

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

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

Signature of the Party with Seal

(ANNEXURE-II TO TENDER NO.PUR. 7.19.0001/0021 Dt.02.03.2017)
PROFORMA FOR PART B: PRICE BID

1. Name of the Tenderer :
2. Address :
3.1 **Price break up in case of CST:**

a	Basic Price,(Rs. per Meter)	
b	Excise Duty (a X12.5%),Rs./Meter	
c	CST (a+b)X2%,Rs./Meter	
d	Freight,Rs./Meter	
e	Landed Cost (a+b+c+d),Rs./Meter	
f	Quantity offered	

- 3.2 **Price break up in case of APVAT:**

a	Basic Price,(Rs. per Meter)	
b	Excise Duty (a X12.5%),Rs./Meter	
c	Freight,Rs./Meter	
d	VAT (a+b+c)X14.5%,Rs./Meter	
e	Landed Cost (a+b+c+d),Rs./Meter	
f	Quantity offered	

Total value of the quantity offered(**Landed Cost XQty. offered for supply**):Rs.

- 4 CST Number :
State Sales Tax Number :

Note: (i) Specify APVAT and TIN No. if supplies are from Andhra Pradesh

(ii) The price is to be indicated in words as well as in figures.

SIGNATURE OF THE PARTY

Note: In the techno commercial bid, the tenderer shall enclose the blank format of price bid 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 or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

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

***OPEN TENDER NOTICE FOR SUPPLY OF "SIDE WALL CONVEYOR BELT OF 1800MM WIDTH,
GRADE HR-110 "***

Annexure to I.T.T NO. PUR. 7.19.0001/0021 Dt.02.03.2017

**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -
COMMERCIALBID (See para10.4 of instructions to tenderers)**

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	Bid Money	To be confirmed as per Cl.8.0 of ITT		
3	Submission off documents by un-listed vendors of RINL / VSP.	To be confirmed as per Cl. 9.0 of ITT.		
4	Quantity offered	To be confirmed as per Cl. 2.0 of ITT		
5	Technical specifications	To be confirmed as per Annex-I of tender document (To sign and submit Annex-I)		
6	Delivery schedule	To be confirmed as per Cl.3.0of of I.T.T.		
7	Place of dispatch	To confirm by the firm		
8	Price Basis	To be confirmed as per Cl. 6.2 of ITT		
9	Price firmness	To be confirmed as per Cl. 6.4 of ITT		
10	Payment terms	To be confirmed as per Cl. No.6.6 of ITT		
11	Validity of offer	To be confirmed as per Clause 7.0 of ITT		
12	Performance Guarantee Bond	To be confirmed as per Cl.13.0 of ITT		
13	Inspection	To be confirmed as per Cl.14.0 of ITT		
14	Guarantee	To be confirmed as per Clause 14.1		

		of ITT		
15	Liquidated damages	To be confirmed as per Clause 6.5 of ITT.		
16	Risk Purchase	To be confirmed as per Cl.No.15.2 of ITT		
17	Force Majeure	To be confirmed as per Article 21.0 &22 of ITT		
18	Arbitration Jurisdiction	To be confirmed as per Article 23.0 of ITT		
19	Other terms and condition of ITT / GCC	To confirm acceptance.		

Signature and Name of the Tenderer with Seal

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

OPEN TENDER NOTICE FOR SUPPLY OF "***SIDE WALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110*** "

Annexure to I.T.T NO. I.T.T NO. PUR. 7.19.0001/0021 Dt.02.03.2017

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

To be established through any of the nationalised banks (whether situated at visakhapatnam or outsattion) with a clause to enforce the same on their local branch at visakhapatnam or any scheduled bank (other than nationalised bank) situated at visakhapatnam. Bonds issued by co-operative banks are not accepted.

ToRashtriyalspat Nigam Limited,Visakhapatnam Steel Plant,Administrative Building,Visakhapatnam-530031

Bank Guarantee No Dt

LETTER OF GUARANTEE

WHEREAS M/s_____hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No._____ Dated_____(hereinafter called the said A/T) for the supply of ***SIDE WALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110*** "

(hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, (name of bank branch) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____(Rupees_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T and/or in the performance of the said A/T by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said A/T or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, (name of bank branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of Bill of Lading / Lorry

Receipt of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us,(name of bank branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (name of bank branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, (name of bank branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.5. We, (name of bank branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said A/T and We, ... (name of bank branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SELLER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.6. We, (name of bank branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above.

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

8. We,(name of bank branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at (Address of local branch at Visakhapatnam).Note: The expression "SELLER" wherever appearing in this Performance Guarantee Bond shall also include the "PRODUCER".

FOR AND ON BEHALF OF
(name of bank branch)

Signature:

Name: DULY CONSTITUTED ATTORNEY
AUTHORISED SIGNATORY

