RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

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

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OPEN TENDER NOTIFICATION
RFx no 2100007894 dtd 04.08.2018

Sealed tenders are invited for appointment of Public Analyst for Sampling and Analysis and Supervision of Loading of minerals being procured by Visakhapatnam steel plant, Visakhapatnam from different sources located at different loading points at various regions in India

Last date & time for receipt of Sealed Offers: 20.08.2018 by 10:30 AM (IST)
Price Bids to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time mentioned above.

Tenderers who are interested in participating in the tender can download the tender documents from the Website: www.vizagsteel.com
Click > Tenders
Click > MM
Click > Tenders

and shall submit their offer before 1030 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. 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.

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

- EXECUTIVE DIRECTOR (MM)

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

OPEN TENDER NOTICE FOR APPOINTMENT OF PUBLIC ANALYST FOR SAMPLING AND ANALYSIS AND SUPERVISION OF LOADING OF MINERALS BEING PROCURED BY VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM FROM DIFFERENT SOURCES LOCATED AT DIFFERENT LOADING POINTS AT VARIOUS REGIONS IN INDIA.

INVITATION TO TENDER NO. RFx no 2100007894 dtd 04.08.2018

1. ***General:***

Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) hereinafter referred to as PURCHASER, hereby invites bids in two parts for appointment of Public Analyst for Sampling and Analysis and supervision of loading of minerals being procured by Visakhapatnam Steel Plant, Visakhapatnam from different sources located at different loading points at Various regions in India.

Offers should be submitted in two parts as follows:

	Form of submission	**Due date & time**
Part A: Techno-Commercial Bid along with EMD / Bid Bond in original	**In Physical Sealed form, as per the instructions given in this Tender document**	**10:30 AM on 20.08.2018**
Part B: Price Bid / Price RFX Response	**To be submitted online/ electronically through VSP's SRM portal: https://srm.vizagsteel.com/**	**10:30 AM on 20.08.2018**

Date & Time of opening of Offers: After 10:30 AM on 20.08.2018 .
Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

2. RINL is employing **SAP-SRM 7.0** for Electronic Tendering System. **E- Price Bid / Price RFx Response to be submitted online/electronically through VSP's SAP-SRM portal https://srm.vizagsteel.com/**. User Manual is available in our portal and the Key Steps for submitting RFX Response is given at **Annexure-III** of this tender document. All enlisted/registered vendors of RINL would be provided User ID and Password for participating in RINL E-Tenders. If any new Bidder who wish to participate is not presently enlisted with RINL or not having User ID & Password can obtain the same by clicking on **"**New Vendor? **Initial Registration"** available in the home page of our SRM portal, by providing requisite details, well before the due date (i.e. deadline for submission of RFx Response).

3. RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal https://srm.vizagsteel.com/ with the same User ID and Password**. User manual for participation in e-auction is available in our portal

mentioned above. In the e-auction, the bidders would be required to quote prices only on **LNIP (Landed Net of Input Tax Credit) basis**. **Lowest LNIP price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow automatically to Auction Cockpit as Start Bid Price** and will be visible in the system only after the Start time of SRM Live Auction.

4. **EVALUATION**: After the Live Auction is completed, composite price comparative statement is generated by the system considering the RFx Response Prices and Reverse Auction prices. Placement of order shall be considered on the TA & CA lowest L1 price (LNIP) so arrived.

5. **EARNEST MONEY DEPOSIT (EMD) / BID BOND – VITAL**

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 a either a Demand Draft or a Banker's Cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant for an amount of Rs 5,000/- (Rupees Five thousand only) **along with or prior to opening of Part-A: Techno-commercial Bid.**

The Bid Money must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without Bid Money of requisite value in the requisite form will summarily be rejected without further correspondence.

a. The Bid Money shall be forfeited:

- If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer after tender opening,

Or

- If the successful Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 8 (Annexure III) of the Tender documents.

6. Last date & time for receipt of Offers (in two parts): **10:30 Hrs. (IST) on 20.08.2018.** Techno-Commercial part of the Offer (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present. **E-RFX Response** submitted online through VSP's SRM Portal shall also be opened in SAP-SRM on the same day of opening of physical Techno-Commercial Bids. However, the E-Price Bids / Price RFX Responses shall be opened after technical and commercial evaluation of the Offers received. The date and time of E-Price bid opening and Live Auction in SAP-SRM (**likely on same day**) shall be intimated in advance to the tenderers whose Offers are found technically and commercially acceptable to VSP.

7. Offers received against this NIT / Open Tender shall not be returned in case the tender opening date is extended / postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended due date, by clearly stating the extent of updation done to their original offer. The employer reserves the right to open the original Offer along with revised Offer(s)

8. All the Offers shall be evaluated on Landed Net Input Tax Credit Price (LNIP) basis to arrive at L1 price.

9. ***Tenure and Quantity***:

The tenure of the contract shall be for 1 **year** from the date of issue of LOA/ Purchase order + 6 months optional period which shall be extended by VSP at its discretion on same price, terms and conditions, before completion of 1 year.

RINL VSP is having its own captive mines for dolomite at Madharam in Khammam District of Telangana State and Lime stone mines at Jaggayyapet in Krishna District of Andhra Pradesh state. In addition to its own captive mines, RINL VSP is procuring dolomite and Lime stone from different sources through published tenders**.**

The approximate annual purchase is about 430000 T of BF Grade Dolomite and 345000 T of SMS Grade dolomite. The above quantity is only indicative and is subject to wide variation depending on our production schedule and actual requirements at plant. Generally the dolomite is purchased from the sources located in the regions of Chhattisgarh, Andhra Pradesh, Orissa and Telangana state. However depending on the response received for the tenders VSP may place the order on parties located other than above mentioned states / source within India. The Technical specification of BF / SMS dolomite is placed at ***Annexure - I.***

The specification is indicative, and may change time to time or as per purchase order. The exact specification against the purchase order will be handed over to the public analyst appointed before the start of execution against any Purchase order. The services of public analyst may be extended to any other Raw material in the addition to BF Grade dolomite and SMS Grade Dolomite.

10. ***Scope of Work***:

10.1 To Carryout Sampling and analysis of BF/SMS grade dolomite offered by the suppliers of RINL -VSP before Loading of material. If the same confirms to the specification of the PO issued by RINL-VSP then issue clearance certificate for Loading of the material.

10.2 To Carryout supervision of loading to ensure that material cleared only is loaded and to carry out sampling and analysis of the material loaded once again.

10.3 Refer ***Annexure -II*** for detailed scope of work for Sampling Analysis and Loading supervision.

11. **Number of Source**: VSP intents / reserves the right to appoint more than one analyst for carrying out the tendered work subject to matching the lowest price obtained in the Tender.

12. ***Pre –requisite qualifications to the tenderers***:

RINL-VSP is looking for agencies, who can meet the following eligibility criteria, to take up the subject job. (Pre-Qualification Bid should contain the following).

a. Public Analysts shall be having valid accreditation from the ***National Accreditation Board for Testing & Calibration Laboratories (NABL)***. Self certified copy of the accreditation is to be submitted along with offer.

b. The tenderer has handled contracts of this nature valuing not less than Rs 5.00 Lakhs during each of 3 preceding years.

c. The tenderer had a turnover of Rs 10.00 Lakhs in at least any one year during the preceding 3 years.

d. Copies of Work Order of similar nature from at least two reputed Organizations during any one year of the preceding 3 years for a total value of Rs 5.00 Lakhs.

13. ***Note:***

i) The tenderers are requested to submit documentary evidence in support of the above along with the Pre-qualification Bid.

ii) VSP reserves the right to verify the certificates / inspect the premises of the tenderer in support of their eligibility criteria. In case any of the certificates are found to be not correct, the offer submitted by such tenderer shall be summarily rejected.

iii) If it comes to the notice of RINL at any stage from request for tender document that any of the certificates / documents submitted by applicants 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 5 (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 anywhere 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. RINL-VSP's decision in this regard shall be final.

14. **Not-withstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right**:

a) To accept or reject the lowest tender or any other tender or all the tenders;
b) To accept any tender in full or in part;
c) To reject the offers not conforming to the tender terms and
d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments Or Corrigendum will be notified on RINL's website at regular intervals. Therefore the tenderers should refer to RINL's website regularly for any corrigendum.

Executive Director (MM)

ANNEXURE- I

OPEN TENDER NOTICE FOR APPOINTMENT OF PUBLIC ANALYST FOR SAMPLING AND ANALYSIS AND SUPERVISION OF LOADING OF MINERALS BEING PROCURED BY VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM FROM DIFFERENT SOURCES LOCATED AT DIFFERENT LOADING POINTS AT VARIOUS REGIONS IN INDIA

INVITATION TO TENDER NO. RFx no 2100007894 dtd 04.08.2018

TECHNICAL SPECIFICATION OF B.F.GRADE DOLOMITE

SL. NO.	PARAMETER	DESIRED LIMIT	ABSOLUTE LIMIT
1	CaO	30% Min.	28% Min.(abs)
2	MgO	20% Min.	18% Min. (abs)
3	SiO2	2% Max.	4% Max. (abs)
4	Moisture	0.5% Max.	0.5% Max. (abs)
5	Size	6 - 80 mm	
6	(-) 6 mm size	2.5% Max.	2.5% Max. (abs)
7	(+) 100 mm size	Nil	Nil
8	(+) 80 mm	5% Max.	5% Max. (abs)

TECHNICAL SPECIFICATION OF S M S DOLOMITE FLUX GRADE

SL. NO.	PARAMETER	DESIRED LIMIT	ABSOLUTE LIMIT
1	CaO	29% Min.	29% Min.
2	MgO	21% Min.	19% Min.
3	SiO2	1% Max.	2% Max.
4	Al2O3	0.5% Max	1% Max.
5	Fe2O3	0.5%Max	1.5% Max.
4	Total Moisture	0.5% Max.	0.5% Max. .
5	Size	25-50mm	
6	(-) 25 mm size	5% Max.	5% Max. .
7	(+) 50 mm size	5% Max	5% Max.

ANNEXURE- II

OPEN TENDER NOTICE FOR APPOINTMENT OF PUBLIC ANALYST FOR SAMPLING AND ANALYSIS AND SUPERVISION OF LOADING OF MINERALS BEING PROCURED BY VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM FROM DIFFERENT SOURCES LOCATED AT DIFFERENT LOADING POINTS AT VARIOUS REGIONS IN INDIA

INVITATION TO TENDER NO. RFx no 2100007894 dtd 04.08.2018

Scope of work and terms & conditions

1. **Scope of work: Sampling Analysis and Loading supervision**

1.1 After placement of order by RINL-VSP for supply BF/SMS dolomite on the successful tenderers, the Public analysts appointed by VSP for sampling & analysis and loading supervision shall carryout the sampling & Analysis of the ordered material in accordance with the specification mentioned in the respective purchase order placed and shall give clearance to the supplier for indenting the rake and loading.

1.2 Material ready for dispatch will be intimated by supplier to the public analyst. Public analyst shall report and start collection of sampling within 24 Hrs from the time of intimation and submit analysis report to supplier within 48 Hrs from the time of collection of sample. Public Analyst shall ensure that the material cleared at 1.1 is only loaded which is confirming strictly to VSP‘s P.O specification.

1.3 After clearance for dispatch given by public analyst, supplier shall shift the material to the loading point railway siding and places the indent with Railways for placement of rake and inform public analyst for sampling and analysis during the course of loading.

1.4 Public analyst shall carry out the sampling during the course of loading and analyze the samples as per specification mentioned in work order. After analysis the public analyst shall certify that, the material cleared for dispatch has been loaded in their presence. This analysis will be final and binding on both seller and buyer. The sampling & analysis shall be carried out on rotation by the Public analysts so appointed i.e. one rake by first one and the next immediate rake by second public analyst.

1.5 The analyst appointed shall prepare four samples during the course of sampling at the time of loading. One sample shall be analyzed by Public Analyst. The second and third sample shall be sent to VSP after proper sealing, with both the signatures of public analyst and seller with dates. The samples shall reach HOD QATD (VSP) within 3 to 4 days from the date of sampling. Fourth sample shall be handed over to supplier.

1.6 The Public analyst will ensure the loading of same material cleared by them in sampling & analysis and indicate the same in the analysis report issued.

1.7 Out of the two samples received from the Public Analyst, QATD (VSP) shall analyze one sample for cross verification and the other sample shall be kept as reference / umpire sample at the safe

custody of QATD (VSP) till the payment for that particular consignment is cleared. VSP reserves the right to test the materials on receipt as mandatory check.

1.8 If results of analysis of the sample tested by QATD (VSP) are within the absolute limits, payment shall be released based on the analysis of the public analyst. If analysis results are beyond the absolute limits of the specification, the umpire sample will be tested in any neutral laboratory. *If the analysis certified by the neutral laboratory is within the absolute limits payment to the Public analyst shall be released accordingly, otherwise the payment of the public analyst will not be paid for that consignment. If this situation arises more than once with respect to any Public analyst, the services of that particular analyst shall be discontinued.*

1.9 VSP reserves the right to inspect the material by VSP personnel or personnel authorized by VSP before dispatch or during loading.

1.10 IS: 2109 (latest revision) for sampling and IS 1760 (latest revision) for testing of chemical analysis shall be followed.

1.11 The quality performance shall be closely monitored from time to time.

1.12 The Public Analyst shall be required to post qualified and competent representatives at the loading point for close coordination with the Suppliers for getting timely information of loading, & Sampling and Analysis.

1.13 The Public Analyst will be required to keep records of all rakes sampled and analysed containing the number of individual wagon numbers of the rakes, RR Nos., tonnage loaded, date of loading etc. Further the agency should inform Raw Material Dept about the details of Rake whenever loaded and dispatched to VSP from the respective loading point.

1.14 Rake-wise analysis results have to be furnished to the following executives of VSP, within seven days of analysis along with the relevant RR Nos., name of the loading point, Name of the supplier , period of loading, wagon numbers from which samples are drawn and the actual weight of all wagons to which these results pertain to DGM(RMD) I/C & DGM(MM) VSP

1.15 To inspect and ensure loading of quality & inspected material as per contract with suppliers. All rakes should be dispatched after weighment at loading point /nearest railway Weigh Bridge as per railway rules in vogue.

2. **BILLING PROCEDURE & PAYMENT TERMS :**

Monthly bills in **triplicate** complete in all respects along with dispatch particulars, shall be submitted to DGM (MM) –Purchase VSP. MM dept forward the bills to RMD. RMD shall scrutinize the bills and certify for quality and quantity. MM dept shall process the bills for payment. .

The payment shall be made for the actual quantity supervised by the Agent appointed for 'Sampling Analysis & Loading Supervision Job' and received by VSP.

The Bill amount shall be released on 60th day from the date of receipt of Bills complete in all respects. The payment shall be made to the credit of Party's Bank account by Electronic Fund transfer (EFT) / RTGS. The successful tenderer has to submit Bank account details in the prescribed proforma of the Company after receipt of LOA.

Statutory deductions like Income Tax etc. , deductable at source, if any, shall be made at source as per rules prevailing and certificate shall be issued to that effect.

3. GENERAL CONDITIONS OF CONTRACT :

a. The Agent shall not assign this contract or any part of it, if awarded to him, to any person / Organization or give sub-contract or sublet without the written consent from RINL - VSP.

b. RINL-VSP reserves the right to appoint more than one agency / agencies or Contractors for this very job during the currency of this contract and such an act shall not confer any right on the analyst for any compensation or alteration of the terms of this contract.

c. RINL-VSP reserves the right to terminate this contract, if the performance is found unsatisfactory without any prejudice to other remedies available under this contract.

d. In case there are any changes in the Agreement between VSP and suppliers which have a bearing on the terms and conditions of this Agreement, VSP has the right to change certain clauses of this agreement suitably.

4. LABOUR LEGISLATION & INDEMNITY :

4.1 The Public analyst shall be solely liable for any injury and / or damage that may be caused to his men or any person due to accident or otherwise. Agent shall be also liable for damages caused to any property by his men or materials while executing this contract. Agent shall indemnify and keep VSP indemnified and save VSP from the losses that VSP may be put to on account of any fault on the part of the Agent.

4.2 The Agent shall comply with all statutory rules and provisions as applicable to him to carry out this job.

5. DISPUTE, ARBITRATION AND JURISDICTION :

All matters relating to any dispute, which may arise during execution of this contract shall be referred to Arbitration. The Chief Executive of Visakhapatnam Steel Plant or his authorized nominee will act as the sole arbitrator and the decision of the arbitrator shall be final and binding.

That incase any legal proceedings are to be instituted against Rastriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted at the appropriate civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have jurisdiction.

ANNEXURE -III

INSTRUCTIONS TO TENDERERS
RFx no 2100007894 dtd 04.08.2018

TENDER FOR APPOINTMENT OF PUBLIC ANALYST FOR SAMPLING AND ANALYSIS AND SUPERVISION OF LOADING OF MINERALS BEING PROCURED BY VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM FROM DIFFERENT SOURCES LOCATED AT DIFFERENT LOADING POINTS AT VARIOUS REGIONS IN INDIA

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

1. **The tenderer should go through the *Scope & other terms & conditions*** (enclosed as Annexure-II) of the tender and submit their offer accordingly.

   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.

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

   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.

2. **INSTRUCTIONS FOR SUBMISSION OF OFFERs:**

   The detailed Offer together with its enclosures should be submitted as Part-A: Techno-Commercial Bid in a sealed envelope. Part-A should contain all details on Pre Qualification Criteria, technical specifications, commercial terms & conditions, other documents/credentials, EMD/ Bid Bond, confirmations and deviations, if any.

   Part-B: **Price Bid (i.e per ton rate of service) to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time**.

   Each page of the Offer (Techno-Commercial Bid) should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

   Each page of the Offer (Techno-Commercial Bid) should be signed by the authorised officer(s) of the Tenderer.

   The techno commercial bid together with its enclosures should be placed in an envelope which should bear the following superscription: **"Part-A: Techno-Commercial Bid in response to Open Tender ITT/ RFx no 2100007894 dtd 04.08.2018".**

   The Sealed envelope referred above should be addressed to the **Executive Director (MM), Administration Building – 3rd Floor, Material Management Dept. (Purchase), Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India.** The name and address of the Tenderer should be mentioned on all the sealed envelopes.

   Last date for receipt of Sealed Techno-Commercial Offers as well as online Price Bids is **10:30 Hrs (IST), on 20.08.2018.** The physical Techno-Commercial bids PART-A and the RFX

Responses submitted online in VSP's SRM portal shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. **The date and time of opening of E-Price bid opening and SRM Live Auction shall be intimated separately** at a later date to technically and commercially accepted tenderers.

3. **QUOTING OF PRICE(S)** (Remuneration)

Price Bid (i.e per ton rate of service) to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time. Taxes to be quoted extra.
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**.**

The rates quoted shall be firm during the currency of this contract

4. **Taxes and duties:**

Taxes and duties including GST prevailing on the date of scheduled tender opening shall be considered as exclusive of the rates quoted by the tenderer and any variation or new charges, duties and taxes shall be to the account of VSP.

5. **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.

6. **VALIDITY OF THE OFFER**:

Each tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **120** (One hundred and twenty) days from the date of opening of tenders.

7. **LANGUAGE OF BID**: The offer and complete correspondence must be effected only in English language. The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the tenderer and the Purchaser, shall be written only in the English language, provided that any printed literature furnished by the tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

8. **PERFORMANCE GUARANTEES BOND:**

8.1 The successful tenderer should submit Performance Guarantee in the form of an Account Payee Demand Draft / Fixed Deposit / Bank Guarantee for an amount covering **5% (Five percent) of the value of the contract (including service tax) awarded** so as to be received in the office of Deputy General Manager (MM-Purchase), RINL-VSP within 30 (Thirty) days from the date of LOA (Letter of acceptance) to Tender.

8.2 In case of failure to submit the Performance Guarantee by the successful tenderer within the stipulated period the same will be recovered from the bills payable to them for the services rendered under this contract.

8.3 The Performance Guarantee Bond in the form of Bank Guarantee is to be furnished as per proforma appended to this tender document as **Annexure –V**. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

8.4 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.

8.5 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 employer (RINL-VSP) under the terms & conditions of Acceptance to Tender i.e the Contract agreement.

8.6 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 all other documents referred to in the Acceptance to Tender / Letter of Appointment and the Contract.

8.7 The tenderer shall also ensure the following 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 form our controlling branch / office / higher authority (Name & Address)".

8.8 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 conclusion of contract.

8.9 **<u>Release of Performance Guarantee Bond</u>**:

Performance Guarantee Bond shall be released after 90 days from the date of conclusion of contract subject to clearance from actual user. The agency so appointed for Sampling & Analysis and loading Supervision Job shall submit a certificate to the effect that they have no claim(s) against the RINL / VSP under the Contract.

However, if any of the Bills submitted by the agency so appointed for Sampling & Analysis and loading Supervision Job for the works done / obligations discharged as per the contract, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner

" I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the Contract No. ……. for the work ....., except to the extent of the bills mentioned hereinafter".

9. STATEMENT OF DEVIATIONS:

If any tenderer is unable to accept any particular term(s) as incorporated in the tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. As a token of acceptance of the terms and conditions of the tender, the tenderer shall submit a letter as per the proforma at Annexure -V of the tender document along with the Pre-qualification bid.

10. TENDER OPENING:

The physical Techno-Commercial bids **Part –A**, and the RFX Responses submitted online in VSP's SRM portal shall be opened on Tender opening date (i.e. date specified for opening of the tender) in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. **The date and time of opening of E-Price bid opening and SRM Live Auction shall be intimated separately** at a later date to technically and commercially accepted tenderers.

11. EVALUATION OF TENDERS:

RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal https://srm.vizagsteel.com/ with the same User ID and Password**. User manual for participation in e-auction is available in our portal mentioned above. In the e-auction, the bidders would be required to quote prices only on **LNIP (Landed Net of Input Tax Credit) basis**. **The Lowest LNIP price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow automatically to Auction Cockpit as Start Bid Price** and will be visible in the system only after the Start time of SRM Live Auction.

After the Live Auction is completed, composite price comparative statement is generated by the system considering the RFx Response Prices and Reverse Auction prices. **Appointment of agency for the loading supervision job and awarding of contract there of shall be considered on the successful L1 tenderer so arrived**.

12. TERMS OF PAYMENT:

12.1 100% payment shall be made against submission of bills on the 60th day. Payment terms other than the above shall be suitably loaded for evaluation.

12.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the pro-forma for NEFT/RTGS in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database.

12.3 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of submission of Bills for ranking / evaluation purpose.

12.4 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final. Since the deviations that might be stipulated by the tenderer cannot be foreseen, RINL / VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.

13. <u>COMPLETENESS OF THE TENDER</u>:

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.

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

14.1 If it comes to the notice of RINL 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 RINL tenders for a period of 5 (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 anywhere 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.

14.2 In case the commercially and technically acceptable lowest price offered tenderer backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened ; or after finalization of contract punitive actions shall be as per prevailing guidelines which include:

14.3 If any tenderer backs out after opening of the Techno-commercial bids but, prior to Reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next `1' tender or `3' months whichever is later.

14.4 If the `L1' tenderer backs out after opening of the tenders in case of single bid cases ( or) after the Reverse e-auction / opening of the sealed price bids in case of 2-bid cases and within the validity period, they shall be kept under hold without issue of tender enquiries for the next `3' tenders or `6' months whichever is later including barring participation in open tenders.

14.5 If the `tenderer backs out after award of the Contract, they shall be kept under hold without issue of tender enquiries for the next `3' tenders or `6' months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk & cost of the defaulting supplier.

15. <u>Right to reject tenders:</u>

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.

All other terms & conditions not mentioned in the present tender document will be as per Invitation to Supply tender & General conditions of Contract for supply "which is available at RINL / VSP's website **www.vizagsteel.com**

16. Key steps for E-bidding & E-auction in SAP-SRM

Open VSP's SRM portal https://srm.vizagsteel.com

User Manual in the home page of VSP's SRM portal by clicking on "Awareness on e-tendering for Vendors", is in general applicable for all e-tenders of VSP. Bidders may please take help of the same.

Summary of the steps to be followed, in brief, for present Open Tender (RFX), is given below:

- Existing Users / Vendors may Login with their SAP Vendor Code as User ID & corresponding Password.
- New Users/ Vendors may register by clicking on **"New Vendor? Initial Registration"** available in the home page of our SRM portal, by providing requisite details.
- Please go through page nos. **51 to 55** of the User Manual (**Awareness on e-tendering for Vendors) in case of any log-in problems.**
- After logging in, Click on "RFX and Auctions" tab
- Click on 'All(1)' against 'e-RFXs' and Click on 'Refresh'. Refer page numbers **13 to 21** of the User Manual (**Awareness on e-tendering for Vendors)**
- It displays the RFX Published by RINL-VSP. Check the RFX no., date and Submission deadline.
- Alternative is: Click on 'Show quick criteria maintenance' and Enter the RFX number in the Event Number field and Click on Apply. Then the required RFX will be displayed below.
- Click on the RFX number to enter in to the RFX (Display RFX). Check the basic details like Submission deadline, item and quantity etc
- Click on 'Technical RFX' (yellow button) to open C-Folder (a new window)
- Click on 'Publisher Area' in the C-Folder and download all the tender documents uploaded by VSP.
- Please do not log-off the C-folder. Only close it all times.
- After going through VSP's Tender document, Vendor may decide whether to participate or not in this RFX.
- Please click on 'Register' in 'Display RFX' page and provide your email-id as required. After this step, 'Participate ' Button will be enabled.
- Please click on 'Participate' or 'Do not Participate' in 'Display RFX' page, as the case may be.
- After clicking on 'Participate', Click on 'Create Response'. Then 'RFX Response' (Offer) no. is generated by system and is displayed.
- Click on 'Save' to enter into your 'RFX Response' page.
- Click on Edit to enter / modify any data in your 'RFX Response' (frequently Use Edit, Check, Save and Refresh buttons while entering/modifying the data)
- Enter Offer Validity date against 'Quoted Validity Date' under 'Basic data' under 'RFX Information' tab.
- Enter Basic price after clicking on 'Details' button under 'Items' Tab, Taxes and duties in 'Item Conditions' & and also answer the 'Questions' under 'RFX Information'. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors)**
- Please upload the '**Technical Specification**' (**Annexure-I** of VSP's Open Tender document), duly signed and stamped by the tenderer, as a token of acceptance of same. Signed and scanned copy of this document is **to be uploaded in the C-Folder**, by clicking on 'Technical RFX

Response' (yellow button) available in your RFX Response screen. Refer Page nos. **38 to 43** of the user manual (**Awareness on e-tendering for Vendors).**

- Please go through page nos. **44 to 50** of the User Manual (**Awareness on e-tendering for Vendors) for submitting your RFX Response finally.**

SRM LIVE AUCTION (REVERSE E-AUCTION): User Manual available in the home page of VSP's SRM portal by clicking on "Awareness on e-tendering for Vendors" may please be followed (at page numbers 56 to 65) to participate in SRM Live Auction.
Please go through the 'Browser & Java Settings for E-auction' and comply with the same, before participating in the SRM Live Auction.

Help Desk for SRM E-Procurement and E-Auction

1. **System related Queries :**

a. First Contact: **0891-2518646**, Shift In-charge, IT-ERP System Support Group
b. Second Contact: **1801425421124**, In-charge, SRM (works only from BSNL Landline or Mobile)
c. First Escalation**: +919701347736**, ARUN KUMAR S, Asst. General Manager (ERP)
d. Second Escalation: **+918500669882**, D RAMESH, Asst. General Manager (ERP)

2. **You can also write to :** srm_support@vizagsteel.com

For tender related queries, contact

Manesh Bhagat (+91 9701523555) or VV Soma Raju (+91 9866009207)
mbhagat@vizagsteel.com or vvsomaraju@vizagsteel.com

ANNEXURE-IV

TENDER NO. RFx no 2100007894 dtd 04.08.2018

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.

To
RashtriyaIspat 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 PO) for Sampling and Analysis and Loading Supervision , of supplies at loading point (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 PO and/or in the performance of the said PO 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 PO 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 L/R 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), not withstanding 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 PO or to extend the time of performance of the said PO 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 PO 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).

"Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address……..)"

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
Designation
(name of bank & branch)

ANNEXURE-IV-A

TENDER NO. RFx no 2100007894 dtd 04.08.2018

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code:

Tender No:

Name of the Bank issuing BG:
Branch issuing the BG:
BG No.:

BG Date:

BG Value:

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

Note: The BGs can be accepted only when reply to all the above are 'Yes'

Signature of the Tenderer

Date: …….

ANNEXURE- V

TENDER NO RFx no 2100007894 dtd 04.08.2018

PROFORMA OF LETTER OF ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER (REFER CLAUSE 9.0 OF ANNNEXURE - III OF TENDER DOCUMENT)

To
THE GENERAL MANAGER (MM)
BLOCK - A, PURCHASE DEPARTMENT
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM-530031
Dear Sir,

Sub: Your Tender Notice No. RFx no 2100007894 dtd 04.08.2018

With reference to your Tender No. RFx no 2100007894 dtd 04.08.2018 , for appointment of Public Analyst for Sampling and Analysis and supervision of loading of minerals being procured by Visakhapatnam Steel Plant, Visakhapatnam from different sources located at different loading points at Various regions in India, we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

***** There are no other deviations to the above captioned tender / Statement of deviations in enclosed to this letter.**

The attached form is filled in and is duly signed for your ready reference in agreement with vital eligibility criteria

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

" * " : Strike off which ever is not applicable.**

Note**: If there is any deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with the offer.)**

Form attached with Annexure V of ITT

1.Name of Bidder :

2. Postal Address for Correspondence :

Telephone number :

FAX number :

Email Address :

3. Details of Bid Money :

4 . Pre-Requisite Qualifications: (Clause No.5.0 of Invitation to Tender)

Sl no.	**Particulars**	Confirm Yes/No
a)	Public Analysts shall be having valid accreditation from the ***National Accreditation Board for Testing & Calibration Laboratories (NABL)***. Self certified copy of the accreditation is to be submitted along with offer.	
b)	The tenderer has handled contracts of this nature valuing not less than Rs 5.00 Lakhs during each of 3 preceding years.	
c)	The tenderer had a turn over of Rs 10.00 Lakhs in at least any one year during the preceding 3 years.	
d)	Copies of Work Order of similar nature from atleast two reputed Organizations during any one year of the preceding 3 years for a total value of Rs 5.00 Lakhs	

5. Please submit the relevant documents and give the details in the form below.

Sl No	Name of work executed	Organization	Value of work	Volume of work	Period of contract	Performance certificate

(documents enclosed in support of your reply at 5) (Yes/No)

(Signature and Seal of Tenderer)