

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
ADMINISTRATION BUILDING (3rd FLOOR)
VISAKHAPATNAM STEEL PLANT
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OPEN TENDER NOTIFICATION

Invitation To Tender (ITT) / RFX no. 2100008044 dtd. 18.08.2018
Sealed tenders/Offeres are invited for supply of 10000 MT of
Quartzite Fines

Last date & time for receipt of Sealed Offers is extended upto 07/09/2018 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 to participate in this tender can download the tender document from our Website: www.vizagsteel.com (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) on last date** as per the instructions given in the tender document. In case of difficulty in downloading the tender document, the same shall be sent free of cost by email on written request from the tenderer.

The tenderers should visit our website regularly for Corrigendum(s), if any, issued by RINL/VSP to this Open Tender.

- EXECUTIVE DIRECTOR (MM)

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

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Invitation to Tender RFX no. 2100008044 dtd. 18.08.2018 for supply of Quartzite Fines

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

TENDER NOTICE FOR SUPPLY OF QUARTZITE FINES.

INVITATION TO TENDER RFX no. 2100008044 dtd. 18.08.2018.

General:

1.0 NOTICE INVITING TENDERS FOR SUPPLY OF QUARTZITE FINES.

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites sealed tenders only from Indigenous suppliers for supply of **QUARTZITE FINES**, confirming to Technical specifications at Annexure -I of tender documents.

1.2 **QUANTITY:** The PURCHASER intends to purchase **10000 Tons** of **QUARTZITE FINES**, conforming to Technical specifications as at **Annexure-I** of tender documents.

1.3 **DELIVERY:** The tentative monthly requirement of RINL-VSP is 1500 MT/month. Therefore, the total quantity of 10000 MT is to be delivered by two sources together in seven months from PO date @ 1500 MT/month i.e. tentatively from Oct'2018 onwards till completion of supplies, as per Clause 1.8 (No. of Sources) of this Open Tender notice. The Suppliers should adhere to the monthly delivery schedules commencing from date of Purchase Order (PO)/ LOA. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP's production requirements and storage capacity, without any change in price, terms and conditions of PO.

1.3.1 The successful tenderers should commence delivery of material within 7 – 10 days from the date of placement of LOA/ A/T and complete delivery of the offered monthly scheduled quantity in an evenly spread manner in the month.

1.3.2 VSP Reserves the right to reject offers not meeting VSP's Schedule /to consider offer with best delivery schedule(s).

1.3.3 In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.

1.3.4 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

1.4.0 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 07.09.2018
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 07.09.2018

Date & Time of opening of Offers: After 10:30 AM on 07.09.018.

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.

- 1.4.1 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-II** 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).
- 1.4.3 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 **LNITC (Landed Net of Input Tax Credit) basis. Lowest LNITC 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.
- 1.4.4 **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 (LNITC) so arrived.
- 1.5.0 **EARNEST MONEY DEPOSIT (EMD) / BID BOND – VITAL** : Each tender shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam in favour of RINL for an amount of **Rs. 75000/- (Indian Rupees Seventy Five Thousand only)** is submitted along with or prior to opening of Techno-Commercial Bid.
- 1.6.1 Last date & time for receipt of Offers (in two parts): **10:30 Hrs. (IST) on 07.09.2018**. 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.
- 1.6.2 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)

1.6.3 All the Offers shall be evaluated on Landed Net of Input Tax Credit (LNITC) basis to arrive at L1 price.

1.7.0 **Condition for availing benefit under purchase preference to local SSIs(MSEs) & clause no.1.9(e) of tender notice & payment terms as per clause no. 4.0 of Annx-II of ITT by local micro & small entrepreneurs (local SSIs):** shall be subject to submission of documents as stipulated at clause 8.3 of annexure II.

1.8.0 **No of Source : 2 (Two)** The tendered total quantity and monthly quantity mentioned at 1.2 and 1.3 above shall be tied-up from two Techno-Commercially acceptable tenderers subject to matching L1 LNIP price by the 2nd source from L2 onwards in the order of ranking. The tendered quantity shall be distributed to the two sources in the ratio 2/3 : 1/3. That means, the L1 bidder shall supply 2/3rd quantity i.e. 6666.67 MT in seven months from PO date @ 1000 MT/month from Oct 2018 to March 2019 and 666.67 in April 2019 and L2 bidder shall supply 1/3rd quantity i.e. 3333.36 MT in seven months from PO date @ 500 MT/month from Oct 2018 to March 2019 and 333.33 in April 2019, subject to matching L1 LNIP. In case none of the tenderers from L2 onwards agree to match the L1 LNIP, the total tendered quantity (i.e. 10000 MT @ 1500 MT/month) shall be supplied by the L1 tenderer, provided the L1 tenderer offers full quantity as per NIT. In case the tendered quantity is not tied-up with two sources, RINL-VSP reserves the right to increase the number of sources to tie-up the tendered monthly quantity and total quantity.

1.9 **Notwithstanding anything specified in this Tender Documents, RINL, in his sole discretion, unconditionally and without having to assign any reason, reserves to himself the rights:**

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines of RINL, subject to submission of documents as stipulated at clause 8.3 of Annexure II .

EXECUTIVE DIRECTOR (MM)

TECHNICAL SPECIFICATION OF QUARTZITE FINES

TECHNICAL SPECIFICATIONS & PENALTY STRUCTURE OF QUARTZITE FINES

1) TECHNICAL SPECIFICATIONS:

SiO₂: 96 % Min. (Acceptable upto 90 % with pro-rata penalty)

Al₂O₃ : 2.0 % Max. (Acceptable upto 3.0 % with pro-rata penalty)

Moisture: 7 % Max. (Weight Adjustment beyond 7 %)

Size: (-3 mm) : 95 % Min.

2) PENALTY STRUCTURE FOR PARAMETERS SiO₂ & Al₂O₃:

PARAMETER	DESIRED SPEC	CUT-OFF FOR REJECTION	PENALTY
SiO₂	96 % Min	Below 90%	If SiO ₂ below 96 % & upto 94 % -- Prorata penalty per ton of landed cost basis
			If SiO ₂ below 94 % & upto 92 % -- Double prorata penalty per ton of landed cost basis
			If SiO ₂ below 92 % & upto 90 % -- Triple prorata penalty per ton of landed cost basis
			If SiO ₂ below 90% -- material not acceptable
Al₂O₃	2.0 % Max	Above 3.0 %	If Al ₂ O ₃ above 2.0 % & upto 3.0 % -- For every 0.1 % increase beyond 2.0 % & upto maximum of 3.0% (fractions prorata). A penalty of 1% of landed cost.
			If Al ₂ O ₃ above 3% -- material not acceptable. Rejection

3) ILLUSTRATION OF PENALTY CALCULATIONS :

If landed cost of the material(including GST) is Rs.1000 per tonne

a) Maximum applicable penalty, if SiO₂ is 94% = $2 \times \text{Rs.}1000 / 96 = \text{Rs.}20.8$ (Prorata basis)

b) Maximum applicable penalty, if SiO₂ is 92% = $\text{Rs.}20.8 + 2 \times \text{Rs.}20.8$ (Double prorata) = Rs.62.4

c) Maximum applicable penalty, if SiO₂ is 90% = $\text{Rs.}62.4 + 3 \times \text{Rs.}20.8$ (Triple prorata) = Rs.124.8

d) Maximum applicable penalty, if Al₂O₃ is 3.0% = 1% of $(\text{Rs}1000 \times (3.0 - 2.0) / 0.1) = \text{Rs.}100$

INSTRUCTIONS TO TENDERERS

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

1. **ESTABLISHMENT OF CREDIBILITY OF UN-ENLISTED VENDORS:** If a tenderer who responds to this tender is **not presently enlisted with RINL / VSP as an approved Vendor for Quartzite Fines**, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing “**CREDENTIALS**” and our RFX no. & date”, along with Techno-Commercial Bid (Part-A):
 - (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., EM-Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.

(Or)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer/ Agent/Trader etc.

(Or)

Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited companies.
 - (ii) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms
 - (iii) Notarised copy of GST and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of Proprietary firms.
 - (iv) Self-certified Financial worth and audited financial statements for the last three (3) years.
 - (v) Self-certified Purchase orders / contracts copies for the same or similar tendered item/s.
 - (vi) Self-certified ISO certificate if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL/VSP. The tender of un-enlisted vendor may be rejected in case of non submission or incomplete submission of the above documents except (vi) of (1.0) 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.

Note : In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from concerned Govt Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.to iv to vi above. The above is subject to the condition that the firm has the required manufacturing, testing & inspection facilities and the following documents to be submitted:

- a. Details of Manpower & Machinery (Self Certified).
- b. Details of Testing & Inspection facilities available (Self certified).

However, for the items related to public safety, health, critical security operation and equipments, etc., relaxation shall not be applicable.

- 1.1 Tenderers who may be QUARTZITE FINES Mine Owners or Suppliers shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:
- a) Detailed information of the Mine Owner or Supplier along with a copy of the valid lease Agreement granted by State Government or a Lease Agreement with a lease holder, in support of their claim to supply Material.
 - b) Detailed information of the Manufacturer/Supplier in the prescribed format at **Annexure-VIII**.
 - c) A recent Test Report / Inspection Certificate issued for the material by a reputed International test house / Government approved test house, in case the tenderer is a new Supplier to RINL / VSP
- 1.2 Tenderers who may be suppliers of QUARTZITE FINES offering on behalf of a Mine Owner, shall furnish in original the Letter of Authority of the concerned Mine Owner, as per the proforma at **Annexure - V** of the Tender document, specifically authorizing the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Part - A: Techno-commercial bid.
- 1.3 The tenderers are requested to fill up and submit the signed Check List for commercial T&C as at **Annexure - IV** of ITT, along with Techno-Commercial bid. VSP after opening of tender/bid document may seek, in writing, documents/ clarifications which are necessary for evaluation of tender/bid document from the tenderer/bidders or issuing authority for confirmation of eligibility/pre-qualifications stipulated in the NIT.
- 1.4 In case where RINL/VSP decides to procure the material from one or more sources (only one offer shall be submitted by companies using same equipments / Facilities /Address) and if it comes to notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by the companies using same equipment/facilities/address then such offers orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 years. Bid money/EMD/Security deposit etc if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding

3.0 User Manual 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 yvsomaraju@vizagsteel.com

3.1 SUBMISSION OF OFFERS

3.1.1 The price to be quoted per metric ton of Quartzite Fines in online should be on FOR RMHP Ground Hoppers of Visakhapatnam Steel Plant, Visakhapatnam basis inclusive of all Cess ,Royalty & Freight. However, the rate of taxes, to be indicated in 'Item Conditions' & also to be mentioned in the 'Questions' under 'RFX Information' separately. The prices shall remain firm and fixed during the period of the contract and till completion of supplies and shall not be subject to any variation on any account. 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

3.1.2 GOODS & SERVICE TAX (GST): Tenderers should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Also, the tenderers shall indicate the GSTIN Number in the Invoice. Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST.

GST shall be applicable on all penalties (like Liquidated Damages, **penalties for variation in material specification**, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of **EMD / PG Bond/ Security Deposit** etc) if levied by the **Purchaser** on the **Seller/Supplier** and Shall be recovered along with GST applicable thereon. The **Purchaser** shall issue Tax Invoice in favour of the **Seller/Supplier** for such recoveries.

Tenderer's **GSTIN** number and PAN number are to be necessarily indicated in the Offer.

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

3.1.4 Any revised bids received after tender (Techno-Commercial bid in two bid case) opening shall be rejected, unless it has been furnished in response to a specific request from VSP.

3.1.5 Tenderer's GST. no. etc are to be necessarily indicated in the Offer.

3.1.6 Wherever the tenderers quote GST as NIL or at concessional rates (being SSI/MSE Unit or due to some other privilege available on the date of Offer) but reserves the right to charge at actuals on the date of dispatch, suitable loading would be done with maximum GST Rates as applicable.

3.1.7 Tenderers are requested to submit a **Blank Price Bid Proforma** prescribed at **Annexure-III** of tender document, duly mentioning the Royalty, applicable Cess, percentage GST and Freight amount per Ton from supplier Loading Station To VSP, along with Techno-Commercial Offer (Part-A). **However, the Basic Price, and Landed Cost are to be left blank, as the prices will be submitted online through our SRM portal.**

4 **TERMS OF PAYMENT:**

Payment of 100% value of each consignment shall be made on 60th day (21st day for local micro and small enterprises and 45th day for non-local MSEs subject to submission of documents as stipulated vide clause No.8.3 of Annexure II) from the date of receipt and acceptance of material at VSP Stores against submission of following documents.

- i) Invoice in Triplicate.
- ii) Receipted delivery challan.
- iii) Royalty paid way bills for major minerals. In case this document is not submitted, the royalty amount prevailing on the date of supply per Ton shall be deducted from the supplier's bills.
- iv) Documents required for availing set of Statutory levies, if any.

Payment terms other than the above shall be suitably loaded for evaluation.

4.1 Payment shall be made 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 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.

4.2 The price bid should only contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

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

4.4.1 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	100% against L/C with 60 days interest free period from the date of receipt and acceptance at VSP (All bank charges to VSP's a/c)
Landed cost per Ton on FOR VSP Stores basis / CIF basis	Landed cost: Rs.10,000/-	

Loading per Ton due to deviation in payment terms	L/c charges on landed / CIF value	L/C charges upto Rs. 1 crore shall be Rs 5,618/-.Loading on a/c of increase in L/C value above Rs. 1 crore or part thereof shall be Rs. 5,618 for each 1 crore i.e, Rs. 5,618 for first one crore or part thereof and additional Rs. 5,618 each for each additional one crore or part thereof.
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Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	100% against L/C at sight. (All bank charges to VSP's a/c)
Landed cost per Ton on FOR VSP Stores basis / CIF basis	Landed cost: Rs.10,000/-	
Loading per Ton due to deviation in payment terms	(i) 20% interest for 60 days on landed / CIF value (ii) L/c charges on landed / CIF value	0.20*60*10,000/365 = Rs.328.77 Rs.5,618 for each one crore or part thereof

4.4.2 Illustration for calculation of landed Net of Input Tax credit.(prices given are for example)

GST LNITC Calculation		
A	Basic price FOR VSP Stores (Rs./MT)	1000.00
B	Royalty	75
C	Cess (DMF/NMET on Royalty) as applicable	0
D	Sub total (A+B+C)	1075.00
E	GST @ 5% on 'D' (Rs./MT)	53.75
F	Landed Cost (D+E) Rs./MT	1128.75
G	Loading Towards payment terms	0
H	Total Landed (F+G)	1128.75
I	Less Input Tax Credit (ITC) on GST(100%) Rs./MT	53.75
J	Landed Net of ITC (H-I) Rs./MT	1075.00

5.0 **CURRENCY AND UNIT OF WEIGHT:** The price of QUARTZITE FINES offered per metric ton should be quoted in Indian Rupees only.

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

7.0 **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 **actual** date of openings of tenders. **Offer comprises of Techno-Commercial Bid, online sealed E-Price Bid submitted in VSP's SRM portal, subsequent technical and commercial clarifications/ confirmations, if any, and the Bids submitted in Reverse e-auction (SRM Live Auction).**

8.0 **EARNEST MONEY DEPOSIT (EMD) / BID BOND EXEMPTION-**

8.1 The EMD/ Bid bond must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A) as per clause 1.5 of NIT . Tenders received without the EMD / Bid bond of requisite value will not be considered by RINL.

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

(i) Central/State/Govt.Public Sector undertakings of India.

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

(iii) Units registered with RINL for the tendered item(s).

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

8.3 **PURCHASE PREFERENCE AND OTHER BENEFITS TO MSEs:**

8.3.1 Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/ guidelines.

8.3.2 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as at 8.3.3 below, subject to subject to submission of documents as stipulated vide clause 8.3.5 below. Further, the tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.

8.3.3 Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer.

The quantity shall be divided into N+1 shares, where N is the no.of sources. The distribution shall be done among the L-1 tenderer and other eligible tenderers (Who are in the range of purchase preference and match the L-1 price), as below:

i. The L1 shall be awarded 2 shares of quantity, except in cases where l1 is not a Local MSE and there is/are eligible Local MSE/s. In such cases, the lowest eligible Local MSE shall be awarded 2 shares of quantity and the L1 shall be awarded 1 share from any balance shares of quantity.

ii. One each of any balance shares shall be awarded to the other eligible tenderers in the order of preference given below (in the order of ranking within each preference category):

- a) Local MSEs – Till the total quantity on Local MSEs equals or exceeds 50%
- b) MSEs – Till the total quantity on MSEs (including Local MSEs) equals or exceeds 20%
- c) Others

Illustrative distribution based on the above principle is given in Annexure-9 of detail terms conditions of supply in VSP website.

Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible local SSI.

8.3.4 Quantity reserved for SC/ST MSEs:

“20% from the 20% quantity (i.e 4% of the tendered quantity) offered to the eligible MSEs shall be reserved for MSEs owned by SC/STs, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs”.

8.3.5 CONDITION FOR AVAILING BENEFIT UNDER CLAUSE 4.0 AND 8.3 BY MSEs

The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit Notary attested copy of valid SSI / MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part-II / Udyog Aadhar Memorandum issued by any of the following for the items/item category for which they are registered for availing the relevant benefits as stipulated at Clause No.4.0 & 8.3.

MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

a) For all MSEs:

- i. District Industries Centre, (Acknowledgement of Entrepreneur Memorandum - EM Part –II)
- ii) Khadi& Village Industries Commission
- iii) Khadi& Village Industries Board
- iv) Coir Board
- v) National Small Industries Corporation (NSIC)
- vi) Directorate of Handicraft & Handloom
- vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) For Local MSEs:

i. District Industries Centre of Visakhapatnam

ii) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e. units located within 100kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.

iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e., in (i) or (ii).

8.4 MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government authorized department.

8.5 The EMD / Bid Bond shall be forfeited:

- a) If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or
- b) In case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause **9.0** (below) of Annexure - II of the Tender document.

9.0 **PERFORMANCE GUARANTEE BOND:**

9.1 The successful tenderer should submit Performance Guarantee Bond so as to be received in the office of Dy.General Manager (MM-Purchase), RINL/VSP **within 30 (Thirty) days** from the date of Purchase Order / Acceptance to Tender/ Letter of Acceptance (LOA). The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure-VII** of the tender document, for an amount covering 5% (Five percent) of the value of total PO quantity on Landed Cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with Performance Guarantee. The check list format is enclosed at **Annexure – VII- A** of the tender document.

9.2 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 nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

9.3 The 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.

9.4 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 & conditions and specifications and all other documents referred to in the Acceptance to Tender.

- 9.5 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 delivery of the last consignment.**
- 9.6 **In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.**
- 9.7 The Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender.
10. **STATEMENT OF DEVIATIONS:**
- 10.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation 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 / GCC, except for the deletions / deviations specifically proposed by them in their offer. (Refer Annexure-VI for General Conditions of Acceptance to Tender).**
- 10.2 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:
- a) Specification, b) Price firmness, c) Liquidated damages, d) Weighment, e) Risk Purchase, f) Submission of EMD / Bid Money, g) Consent for opening Performance Guarantee Bond, h) Sampling and Analysis, i) Penalty, j) Quality deviation, k) Arbitration and Jurisdiction and l) Default.
- 11.0 **INSTRUCTIONS FOR SUBMISSION OF OFFERS:**
- 11.1 The detailed Offer together with its enclosures should be submitted as Part-A: Techno-Commercial Bid in a sealed envelope. Part-A should contain all details on technical specifications, commercial terms & conditions, other documents/credentials, EMD/ Bid Bond, confirmations and deviations, if any.
- Part-B: Price Bid to be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time.**
- 11.2 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.
- 11.3 Each page of the Offer (Techno-Commercial Bid) should be signed by the authorised officer(s) of the Tenderer.
- 11.4 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. 2100008044 dtd. 18.08.2018".**

11.5 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.

11.6 Last date for receipt of Sealed Techno-Commercial Offers as well as online Price Bids is **10:30 Hrs (IST), on 07.09.2018.** The physical Techno-Commercial bids 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.

11.7.0 Evaluation of Offers:

11.7.1 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 **LNITC (Landed Net of Input Tax Credit) basis. Lowest LNITC 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.

11.7.2 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 (LNITC) so arrived.

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

- a) **Variable price being quoted against requirement of Firm prices.**
- b) **Non submission of complete offers.**
- c) **Receipt of Offers after due date & time and or by e-mail/ fax**
- d) **Receipt of offers in open condition**
- e) **Non receipt of EMD**
- f) **Non acceptance of PBG Clause**

11.8 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.

12 COMPLETENESS OF THE TENDER:

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

12.2 **In case any discrepancy/omission/incompleteness is observed in the Price Bid submitted, a strict view shall be taken by RINL-VSP without any relaxation. Such Offers shall not be considered for evaluation and shall be summarily rejected. Hence, Price Bids are to be submitted with due care and attention.**

- 13 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP.**
- 13.1 If it comes to the notice of VSP at any stage 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.
- 13.2 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and **business dealings with such Firms/ Contractors shall be banned for a period of 2 years.** Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 13.3 If any tenderer backs out after opening of the techno commercial bids within the offer validity period, 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 one tender or three months, whichever is later.
- 13.4 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 two bid cases within the validity period, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months, whichever is later, including barring participation in open tenders.
- 13.5 If the tenderer(s) back out after award of contract, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s).
- 14.0 **Right to reject tenders:**
- 14.1 RINL/VSP does not pledge itself to accept the lowest or any other tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tendered and tenderes shall supply the same at the rate quoted.
- 15.0 **Authorisation**
- 15.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender opening / price bid opening.

(ANNEXURE-III TO TENDER NO. RFX no. 2100008044 dtd. 18.08.2018.)

BLANK PRICE BID PROFORMA

1. Name of the Tenderer :
2. Address :
3. Basic Price/MT Rs. _____
4. Royalty Duty/T Rs. _____
5. Cess1 (.....)/T Rs. _____
- 6 Cess2 (.....)/T Rs. _____
7. GST (@ ___%) Rs. _____
8. Freight/T Rs. _____
9. Landed Cost Rs. _____

10. * Quantity offered for supply Tons :

11. Total value of the quantity offered :

GST Number :

Name and Signature of the Tenderer

Note: 1) Blank Price bid should not contain any 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.

2) This Price Bid proforma with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, percentage of applicable Taxes and Duties, freight are to be mentioned. **Prices are to submitted online in the RFX Response through VSP's SRM portal only.**

**(ANNEXURE-IV TO TENDER NO RFX no. 2100008044 dtd. 18.08.2018.)
SEE PARA 2.3 OF ANNEX-II**

**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -
COMMERCIAL BID – PART-A OF YOUR OFFER**

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS , IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 1.2 of ITT		
3	Technical specification	To be confirmed as per Annx-I of tender document		
4	Delivery schedule	To be confirmed as per Para 1.3 of ITT		
5	Payment terms	To be confirmed as per Cl.4.0 of Annx-II of ITT		
6	Price Basis	To be confirmed as per Cl.3.1.1 of Annx-II of ITT		
7	Price firmness	To be confirmed as per Cl.7 of Annx-VI of ITT		
8	Insurance	To party's a/c (for indigenous supply)		
9	Validity of offer	To be confirmed as per Cl.7.0 of Annx-II of ITT		
10	Sampling & Analysis	To be confirmed as per Cl.1 of Annx-VI of ITT		
11	Penalty	To be confirmed as Annx-I of tender document		
12	Weighment	To be confirmed as per Cl.4 of Annx-VI of ITT		
13	Liquidated damages	To be confirmed as per Cl.9 of Annx-VI of ITT		
14	Default	To be confirmed as per Cl.10 of Annx-VI of ITT		
15	Risk Purchase	To be confirmed as per Cl.11 of Annx-VI of ITT		
16	Arbitration & Jurisdiction	To be confirmed as per Cl.18 of Annx-VI of ITT		
17	Force Majeure	To be confirmed as per Cl.17 of Annx-VI of ITT		
18	Performance Guarantee Bond	To be confirmed as per Cl.9 of Annx-II of ITT		
19	Commencement of supplies	To be confirmed as per Cl.1.3.1 of ITT		
20	Other terms and condition of ITT / GCC	To confirm acceptance.		
21	Submission of GST Tax Invoice documents	To confirm acceptance as per Cl. 3.1.2 of Annx-II of ITT		

.....
Signature and Name of the Tenderer

(ANNEXURE-V TO TENDER NO RFX no. 2100008044 dtd. 18.08.2018)

**LETTER OF AUTHORITY FROM THE MINE OWNER OF QUARTZITE FINES
(SEE 2.2 OF ANNEXURE -II OF THE TENDER DOCUMENTS)**

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

Dear Sir,

Sub: Your Tender Notice No. **RFX no. 2100008044 dtd. 18.08.2018.**

We, a principal Mine Owner of QUARTZITE FINES of (place).....do hereby authorize M/s.....(Name and address of Seller) to make an offer in response to this invitation to tender.

We, a principal Mine Owner of QUARTZITE FINES do hereby convey our consent to supply QUARTZITE FINES to the tendered specification through M/s.....(Name and address of Supplier) as per the terms and conditions of the tender.

No Company/Firm or individual other than M/s.....is authorized to represent us in regard to this business against this specific tender.

In the event, the offer made by M/s.....being considered by RINL for acceptance both M/sand ourselves shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender.

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully
(NAME)

for & on behalf of M/s.....
(Signature and Name of QUARTZITE FINES Mine Owner with seal)

Note: This letter of authority should be on the Letter-Head of the QUARTZITE FINES Mine Owner and should be signed by a person competent and having the power of attorney to bind the QUARTZITE FINES Mine Owner.

This letter of authority should be submitted in original along with Part- A: Techno-commercial bid.

GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

1.0 SAMPLING AND ANALYSIS:

- i) Sampling & Analysis (Physical & Chemical) of the material shall be conducted at the loading station by Public Analyst (PA). The cost of the sampling & analysis shall be borne by the SELLER. The BUYER, however, reserves the right to conduct checks of the sampling & analysis being done at the loading station.
- ii) Sampling shall be done as per IS standard. IS standards wherever referred to will be the latest version.
- iii) Sampling & Analysis is to be done truck wise and analysis report to be furnished.
- iv) The results of Sampling and Analysis (both Chemical & Physical) carried out at loading point by Public Analyst shall be final for payment, penalty, etc.

2.0 QUALITY DEVIATION: Purchaser's QA&TD Lab shall take samples from the stock point of RINL on random basis for analysis as a part of process control measure to cross check the quality. If there are any deviations as per QA&TD analysis, the SELLER will be intimated & the BUYER will advise the SELLER for taking corrective action to control the quality.

3.0 PENALTY: Penalty shall be as per Annexure I of ITT.

4.0 WEIGHMENT: The material will be delivered directly to the ground hoppers of RMHS.

Weighment at RINL's Road weigh bridge is final. In case of non functioning of Weigh Bridge at RINL, weight shall be estimated based on volumetric measurement of loaded truck & periodical bulk density reported by QA&TD. In case of non-functioning of VSP Weigh bridge (Stores shall certify on the backside of challan) a representative of DGM (RMD), VSP will ascertain the volume of materials. In case of late receipt after 10.00 P.M. the time of receipt, shall be recorded by the unloading personnel on the delivery challan which shall be certified by an authorized representative of DGM (RMD) who shall also ascertain the volume of materials. Payment will be made based on tonnage estimated by multiplication of volume ascertained with periodical bulk density reported by QA&TD. The weight so determined shall be applicable in case weigh bridge is not functioning. Along with each truck the supplier shall submit delivery challan in 2 copies. The original challan will be retained by VSP's representative and the other copy shall be returned to the supplier with acknowledgement of receipt of truck.

5.0 APPOINTMENT OF PUBLIC ANALYST

The bidder shall submit a panel of minimum 3 nos. of Public Analysts to RINL for approval of the BUYER. This is to be submitted along with the Techno-commercial bid. Out of the approved panel of Public Analysts, the consignee will select two Public Analysts in rotation on quarterly basis & inform the SELLER before commencement of supplies. RINL shall have the right to change the PA at any given point of time.

6.0 **REJECTION CLAUSE**

Only material conforming to the specifications mentioned in the order should be loaded. The materials, which do not conform to order specifications/ or the tolerance provision as per the Loading Point analysis results furnished by the Public Analyst shall stand rejected. The rejected material shall be not be returned to SELLER due to operational difficulties as the same is dumped in the common stack and in the process may get consumed. The seller shall have no claim on this material.

7.0 **PRICE VARIATION:** Price shall remain firm till completion of supplies.

8.0 **TERMS OF PAYMENT:**

8.1 Payment of 100% value of each consignment shall be made on 60th day (21st **day for local micro and small enterprises and 45th day for non-local MSEs subject to submission of documents as stipulated vide clause No.8.3 of Annexure II of tender**) from the date of receipt and acceptance of material at VSP Stores against submission of despatch documents to Raw Materials Dept RMD viz., Invoice / Receipted Delivery Challan, Royalty Paid Way Bills (in case this document is not submitted an amount at actuals per Ton shall be deducted from the Seller's bill), Sampling & Analysis Report issued by Public Analyst at load point and Lorry Receipt.

Payment terms other than the above shall be suitably loaded for evaluation. The loading would be @ **19% per annum** in case tenderer quotes less credit period than **60** days.

8.1 Payment shall be made direct 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 in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database

9.0 **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 Excluding Taxes (GST). However, this is subject to the condition that delayed quantity in a month is either 10 Tons or more out of the monthly projected quantity. The liquidated damages for delayed supplies (if any) as mentioned above shall be calculated once in every three months and recovered from the bills of the Seller.

10.0 **DEFAULT:** Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 17.0 herein below.

- 11.0 **RISK PURCHASE:** The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 10 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.
- 12.0 **RECOVERY OF SUMS DUE:** 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.
- 13.0 **RESPONSIBILITY:** 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.
- 14.0 **TRANSFER AND SUB-LETTING:** 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.
- 15.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION:** 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.
- 16.0 **WAIVER:** Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.
- 17.0 **FORCE MAJEURE:** If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof,

neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Seller may with the concurrence of the Purchaser, elect to retain.

- 18.0 **ARBITRATION AND JURISDICTION:** 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.
- 19.0 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.
- 20.0 All other terms and conditions shall be as per VSP's G.C.C for supply of Material.

ANNEXURE-VII TO TENDER NO. RFX no. 2100008044 dtd. 18.08.2018)

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
Rashtriya Ispat 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 _____ (_____) metric tons of **QUARTZITE FINES** (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) four months after the date of 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).

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

FOR AND ON BEHALF OF
(name of bank & branch)
Signature:
Name:
DULY CONSTITUTED ATTORNEY
& AUTHORISED SIGNATORY
Designation
(name of bank & branch)

ANNEXURE-VII –A 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 signing 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

Date:

ANNEXURE-VIII to Open Tender ITT / RFX no. 2100008044 dtd. 18.08.2018

FORMAT FOR FURNISHING SUPPLIER DATA		
1	Supplier Code	
2	Name of the Unit	
3	Communication Address:	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	Registered Office Address:	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	Works Address: street / city	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organization only)	
7	Constitution of the Firm	Private Ltd. / Public Ltd./ Partnership/ Prop.
8	Status of the Firm	Micro / Small / Medium / Large Scale Manufacturer / Dealer / Trader
9	Name & Designation of CEO / Director/ Proprietor	
10	GST Registration:	
	a) GSTIN Number	
	b) Regn. No. & Date	
11	Income Tax Registration:	
	a) PAN / GIR No. :	
12	Details of Plant & Equipment	
	a) Product Mix & Product Capacity	
	Present Annual Production Capacity for tendered item	
	Actual production in last three years:	
	2015 - 2016:	
	2016 - 2017:	
	2017 - 2018 :	

	b) Turnover	
	2015 - 2016:	
	2016 - 2017:	
	2017 - 2018 :	
13	Industry Registration validity Date	
14	Any Group Company / Sister Concern registered with RINL/VSP	Yes M/s No

Signature :
Designation :
Office Seal :