

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME - I TO ITT NO.PUR 9.19.SW/0040 dated: 15.12.2018

Tender document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and seal of the Tenderer)

The Bid Money is remitted with the tender by

DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the Tenderer)

OPEN TENDER

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

ITT No. 9.19.SW/0040 dated: 15.12.2018

Sealed tenders are invited for Supply of “**120 Meters of “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”**”

Last Date & Time for receipt of Tenders : 18.01.2019 by 10: 30 HRS (IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 10:30 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender document. 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 tenderers should refer to RINL's website regularly for any corrigendum.**

- Executive Director (MM)

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

**OPEN TENDER FOR “SUPPLY OF “SIDEWALL CONVEYOR BELT OF 1800MM
WIDTH, GRADE HR-110”**

ITT No 9.19.SW/0040 dated: 15.12.2018

BROAD DESCRIPTION OF TENDER DOCUMENTS

Sl. No.		Description	No. of Pages	Page Nos.
VOLUME - I:				
1		Notice to Invitation to Tender	3	4 to 6
2	ANNEXURE-I	Instructions to Tenderers	13	7 to 19
3	ANNEXURE- II	Specifications/Scope of Work, Drawings	7	20 to 26
4	ANNEXURE-III	Pro-forma for Letter of Acceptance of RINL's terms and conditions of tender	2	29 to 30
5	ANNEXURE-V	Pro-forma for Declaration of Particulars	1	32
6	ANNEXURE-VI	Check List	1	33
7	ANNEXURE-VII	Terms and Conditions of draft Purchase Order	9	34 to 42
8	ANNEXURE-VIII	Pro-forma for Performance Guarantee Bond	2	43 to 44
VOLUME-II (to be submitted in a separate sealed cover):			1	47
		Price Schedule	1	49

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NOTICE TO INVITATION TO TENDER NO. 9.19.SW/0040 dated: 15.12.2018

FOR “SUPPLY OF “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”

(OPEN TENDER FOR PARTICIPATION OF DOMESTIC VENDORS)

- 1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites Sealed bids in Two parts (**Part-A:** Techno-Commercial Bid and **Part-B:** Price Bid in separate envelopes) for **Supply of “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”** in conformity with the Specifications/Scope of Work given in **ANNEXURE -II** of OPEN Tender Document. **Offers from Indigenous manufacturers ONLY will be considered**
Offers from traders/dealers will not be considered.
- 2.0 RINL/ VSP intends to purchase a quantity of 120 (One Hundred twenty) Meters of “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110” from the Lowest Techno-Commercially acceptable Tenderer.
- 3.0 Bids in a sealed envelope shall be received up to 10:30 Hours (IST) on **18.01.2019** and Techno-Commercial part of the bid (**Part-A**) shall be opened immediately thereafter in the presence of authorized representatives of the Tenderers who choose to be present. Price bids (**Part-B**) of Technically and Commercially Accepted Tenderers shall be opened, under separate intimation to them, in the presence of their authorized representatives who may choose to be present.
- 4.0 The offer should be submitted in sealed envelope clearly superscribing “Tender for Supply of “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110” against Tender No 9.19.SW/0040 dated: 15.12.2018 **due on 18.01.2019** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 5.0 Tenders submitted against NIT/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 TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).
- 6.0 Each tender shall be considered only if the Bid money in Indian Rupees is submitted for an amount of Rs.1,75,000.00 (Rupees One lakh seventy five Thousand only), along with or prior to opening of **Part-A:** Techno-Commercial Bid. **Tenders received without Bid Money of requisite value will not be considered by RINL/VSP.** Please refer **Cl.No.14.0 of ANNEXURE-I** of OPEN Tender Document
- 7.0 The successful tenderer has to execute a Performance Guarantee Bond in the form of a Bank Guarantee for 05% of the order value on Landed cost basis , to be received at RINL/VSP before commencement of supplies or 30 days from date of LOI or Acceptance to Tender whichever is earlier (Please refer **Cl.No.8.0 of ANNEXURE-VII** of OPEN Tender Document).
- 8.0 **EVALUATION:** The tenders shall be evaluated on the basis of Landed Net of Input tax Credit Price (LNIP) per meter.

- 8.1 RINL shall resort to reverse e-auction prior to opening of sealed price bids. Reverse e-auction shall be conducted in our SRM portal (<https://srm.vizagsteel.com/>). All Technically and Commercially Acceptable (TA & CA) Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at **Cl.No.8.3 below**. In reverse e-auction the Tenderers would be required to quote prices only on the basis of Landed net of Input tax Price per Meter at Visakhapatnam Steel Plant, Visakhapatnam. Only such Tenderers whose offers are Techno-Commercially accepted shall be permitted to participate in the Reverse e-Auction.
- 8.2 **After the reverse e-auction is conducted, the sealed price bids of all the TA & CA Tenderers, irrespective of whether they have participated in the reverse-auction or not shall be opened within a short duration I.e., within 2 (two) working days. Based on the prices so received through reverse e auction and the sealed price bids received along with the Techno-Commercial offers, a Composite Comparative Statement shall be made considering the lower of the prices (i.e., sealed price bid prices and reverse e-Auction prices) of all the TA & CA Tenderers. Placement of order shall be considered on the L1 price (LNIP) so arrived.** Tenderers shall mention their User Id for participating in the reverse e-auction in their techno- commercial bid.
- 8.3 RINL will inform the technically and commercially acceptable (TA & CA) Tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the steps mentioned at Cl.Nos.8.3.1.
- 8.3.1 Tenderers need to have SAP Vendor code (SAP Vendor code and User ID are same) and Password to participate in Reverse e-auction to be conducted in our SRM portal. All enlisted vendors of RINL would be having User ID and password for participating in reverse e-auction. If a Tenderer who is not presently enlisted with RINL or not having User ID and Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before reverse e-auction. Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.
- 8.4 Definition of key terms for reverse e-auction in our SRM Portal and User Manuals are available in our SRM Portal. TA & CA tenderers would be authorized to quote their Landed Net of Input Tax Credit Prices (LNIP) only on e-reverse auction engine on a fixed time and date. Modalities of evaluation of Landed Net of Input Tax Credit Price is given at **Cl.No. 9.0 of ANNEXURE-I** of OPEN Tender Document.
- 8.4.1 After logging into our SRM portal, kindly note that the help documents/User Manuals are available at 'Supplier Request' tab > Supplier Request Templates> Public Documents.
- 8.4.2 Help documents/User Manuals to be complied with are 'Browser and JAVA security settings for E-auction', 'Auction participation', 'Contact us', 'Legal Disclaimer', etc. Always check your system for proper settings, with mock auction before actual auction is started. There shall not be any Start bid price in the auction. In case of any technical problem regarding auction, for help, kindly contact us as per the details indicated at available at "Contact Us" link in our SRM portal atleast two days before the reverse e-auction date.
- 9.0 The tender quantity shall be taken from **the Lowest** Techno-Commercially acceptable Tenderer(s).
- 10.0 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website.
- 11.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 12.0 **Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves 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.
- e) To extend purchase preference to Local SSIs (Micro and Small Enterprises)/ non-local MSEs as per prevailing guidelines. In case a Local MSE/non-local MSE becomes TAL1 Tenderer, purchase preference will not be extended to another Local MSE/ non-local MSEs, in the tender.

13.0 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 OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

INSTRUCTIONS TO TENDERERS

- 1.0 Tenderers who have not supplied "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" to RINL/VSP earlier but who are Manufacturers of "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" to other integrated Steel Plants shall furnish information / data / documents / printed / illustrated literature / brochure covering the following aspects:
- a) Detailed information of the Manufacturer.
 - b) Documents showing the exact nature of ownership should be submitted.
 - c) Production capacity of SIDEWALL CONVEYOR BELT and average annual production in the last three years.
- 1.1 In case the principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender. They should also give clear price breakup and quantities (in Price Bid) for supplying the material from different Works.
- 1.2 Only one offer should be received from each principal Manufacturer. In case more than one offer is received from the same principal Manufacturer, then, all the offers of the same principal manufacturer will be rejected including the direct offer, if any.

1.3 PRE-QUALIFICATION CRITERIA(PQC) FOR SUPPLY OF STEEL CORD CONVEYOR BELT:

- 1.3.1
- a) The bidder should have manufacturing capacity of Sidewall conveyor belt of width 1400mm minimum.
 - b) The bidder should submit documentary evidence for supply of the Sidewall conveyor belt and should also furnish at least one performance certificate, for sidewall Side wall conveyor belt of width 1400mm or more supplied in last five(05) years along with name, mobile number & e-mail id of the contact person.
 - c) However, the bidder who has already supplied the sidewall conveyor belt to Visakhapatnam steel plant previously are eligible.
- 1.3.2 The PQC conditions mentioned at sl.no.1.3.1 a,b&c are fatal conditions. The offers not fulfilling the fatal conditions will not be considered.
- 1.4 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 (two) years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

- 2 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:** If Tenderer who responds to this tender notice is not presently enlisted with RINL/VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the ITT REFERENCE or ADVERTISEMENT TENDER REFERENCE as the case may be, along with the tender.

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

(OR)

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

- (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
- (iii) Notarised copies of Goods and Service Tax (GST Registration Certificate 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 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.

3.0 **SPECIFICATIONS/SCOPE OF WORK:**

- 3.1 RINL/VSP requires "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" as per the Technical Specifications/Scope of Work mentioned in **ANNEXURE-II** of OPEN Tender Document.
- 3.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit / weightage.
- 3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance to Tender.
- 4.0 **QUANTITY:** The PURCHASER intends to purchase RINL/VSP intends to purchase a quantity of 120 (One Hundred Twenty) Meters of "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" conforming to Technical Specifications as at **ANNEXURE-II** of OPEN Tender Document
- 5.0 **NO. OF SOURCES:** The tendered quantity shall be taken from the Lowest Techno-Commercially acceptable Tenderer.

6.0 **QUOTING OF PRICES:**

- 6.1 The price of the Material offered should be quoted in Indian Rupees on per Meter basis. The price should be quoted for FOR VSP Stores, Visakhapatnam.
- 6.2 All the offers shall be evaluated and compared based on Landed Net of Input tax Credit basis (LNIP) on per Meter basis at Visakhapatnam Steel Plant, Visakhapatnam.
- 6.3 **The prices quoted by the Tenderer for the quantity offered should be firm till execution of order.**
- 6.4 The prices quoted by the Tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.
- 6.6 **Tenderers are required to quote for the full tendered quantity.**

7.0 **DELIVERY (FATAL)**

- 7.1 **DELIVERY PERIOD OF THREE MONTHS AFTER PLACEMENT OF PURCHASE ORDER IS FATAL CONDITION. OFFERS WITH DELIVERY SCHEDULE BEYOND THREE MONTHS WILL NOT BE CONSIDERED FOR EVALUATION.**

8.0 PAYMENT TERMS:

- 8.1 100% Basic Price per Meter along with 100% GST and Freight shall be released within 60 days (21st day for local Micro and Small Enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated vide **Clause : 15.2.1 below**) receipt of material at VSP Stores against accepted GARN.
- 8.2 Note: a) PBG to be submitted as per Cl.No.8.0 of Annexure-VII of OPEN tender.
- 9.0 All the offers shall be evaluated on LNIP basis. The illustration for arriving at Landed Net of Input tax Credit Price (LNIP) is as given below:

Sl.No	Price Details	
1	Basic Price (Rs/Mtr)#	1,000.00
2	Freight (Rs/Mtr.)#	100.00
3	GST @ 18% Extra (or as applicable) on Basic Price & Freight*	198.00
4	Landed Cost (Rs/Mtr.) S.Nos.1 to 3	1,298.00
5	Landed Net of Input Tax Credit Price (LNIP) (Rs./Mtr.) (S.No.4-3)	1,100.00

* Statutory levy (Ruling at the time of offer)

Assumption

10.0 TAXES AND DUTIES:

- 10.1 The prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

11.0 STATEMENT OF DEVIATIONS:

- 11.1 Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at **ANNEXURE-III** of OPEN Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno-Commercial Bid: **Part-A**.
- 11.2 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as **ANNEXURE-IV** of OPEN Tender Document. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 11.3 No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

12.0 LOADING ON ACCOUNT OF DEVIATIONS:

12.1 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 above is on the presumption that the tenderer have confirmed acceptance of all the terms and conditions stipulated in the tender. 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. The decision of RINL/ VSP in this regard shall be final.

13.0 **VALIDITY OF OFFER:**

13.1 Each tenderer shall keep his offer firm and valid for acceptance by RINL/VSP for a period of **120 (One Hundred and Twenty)** days from the actual date of opening of tender.

14.0 **EARNEST MONEY DEPOSIT:**

14.1 Each tender shall be considered only if **Earnest Money Deposit** in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode for an amount of Rs.1,75,000.00 (Rupees One lakh seventy five Thousand only) is to be submitted along with or prior to opening of Part-A: Techno-Commercial Bid.

14.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of **Part-A: Techno-Commercial Bid** or is submitted along with the said **Part-A. (VITAL)**

14.3 Account payee Demand Draft/ Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding-Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. No interest shall be paid for the EMD.

14.4 **The Bid Money will not earn any interest.** Tenderers may please note that the Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without EMD.

14.5 Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL/VSP, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.

14.6 The following categories are exempted from submission of Bid Money :

- a) Central/State Government Public Sector Undertakings of India.
- b) 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.
- c) Manufacturing/Production Units registered with RINL for the tendered item (s).

Note: SSIs/MSEs and units registered with RINL/VSP need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

However, they would be required to establish Performance Guarantee Bond in case they are successful in the tender.

14.7 The Bid Money shall be encashed by RINL/VSP without any further reference to the Tenderer and forfeited:

- a) in case the offer submitted is withdrawn or modified by the tenderer in a manner not acceptable to RINL/VSP, before expiry of validity.
(or)
- b) in case of a successful Tenderer fails to furnish Performance Guarantee Bond in accordance with **Cl.No. 8.0 of ANNEXURE-VII** of OPEN Tender Documents.

- 15.0 **PURCHASE PREFERENCE:**
- 15.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) and non-local MSEs, as per prevailing guidelines, subject to submission of documents as stipulated vide **Cl.No. 15.2.1 below.**
- 15.2 Condition for availing benefit under **Cl.No. 8.0 of Detailed Terms and conditions of Invitation to Supply Tender** (Ref VSP's web site: [www @vizagsteel.com](http://www.vizagsteel.com)) and **Cl. No.8.1 above** by Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs:
- 15.2.1 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits as stipulated at **Cl.No.15.2 above:**

For Local MSEs :

- a) District Industries Centre of Visakhapatnam.
- b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.
- c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

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.

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

- 16.0 **INPUT TAX CREDIT (for Indigenous Supply):** The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.
- The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been

paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

17.0 PLACEMENT OF ORDER:

17.1 When the offer of a Tenderer is found Technically and Commercially acceptable, RINL will issue an Acceptance of Tender to the successful Tenderer, indicating the following:

- a) The quantity and price of material intended to be purchased.
- b) The desired delivery schedule.
- c) The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
- d) And other Terms and Conditions

18.0 The Tenderers are requested to fill up the **CHECK LIST** as at **ANNEXURE-VI** of OPEN Tender Document.

19.0 PREPARATION OF TENDER:

19.1 The offer shall be submitted in two parts;

Part-A - Techno-Commercial Bid

Part-B - Price Bid.

in two separate sealed envelopes.

19.2 **Part-A** in a sealed envelope should contain the following:

1. Earnest Money Deposit (EMD).
2. Documents for credentials of un-enlisted vendors of VSP as specified at **Para 2.0 of ANNEXURE-I** of the OPEN Tender Document
3. Specifications/Scope of Work as per **ANNEXURE-II** of the OPEN Tender Document duly signed and stamped
4. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at **ANNEXURE-III** of the OPEN Tender Document.
5. Declaration of particulars as sought at **ANNEXURE-V** of the OPEN Tender Document.
6. Check list as per **ANNEXURE-VI** of the OPEN Tender Document
7. The price schedule after blanking the prices (but indicating the percentage of Taxes and Duties levied).

19.3 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.

19.4 Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.

19.5 **Part-B:** Price Bid should be submitted in a separate sealed envelope in the prescribed proforma given in **VOLUME-II** of the OPEN Tender Document. The Price Bid should only contain the price quotations. Any financial terms should be given in the Techno Commercial Bid (**Part-A**) only. Any condition / caveat in the Price Bid shall not be considered for evaluation and the offer is liable for rejection.

19.6 The sealed envelopes with Part-A & Part-B of the offer should bear, in Block capital letters, superscription "OPEN Tender for Supply of "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" against Tender No. Pur 9.19.SW/0040 dated: 15.12.2018 and should also bear superscription:

Part-A: Techno-Commercial Bid, **or**

Part-B: Price Bid.

The two envelopes should be sealed separately. The name and address of the tenderer should be mentioned on these envelopes.

19.7 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3rd Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam- 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "Offer in response to Tender No: Pur. 9.19.SW/0040 dated: 15.12.2018. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

19.8 Copies of the offer should not be sent to any other officer of RINL.

19.9 Offers received by VSP through e-mail, cable, telex, fax or telegram, offers received late/ delayed and offers received in Single Bid will not be considered under any circumstances.

20.0 LANGUAGE OF THE BID:

20.1 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 RINL/VSP, 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.

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

- a) Non-Submission of **ANNEXURE-II** of OPEN Tender document duly signed and stamped.
- b) Incomplete offers, without appending signature on the offer and the prescribed formats.
- b) Receipt of offers after the due date and time and/or by Fax/E-mail.
- c) Variable price being quoted against requirement of firm and fixed price
- d) Offers not accompanying the requisite EMD in line with the tender conditions unless exempted for any reasons specified herein.
- e) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this Tender Document.
- g) Offers not confirming the acceptance of Integrity Pact.
- h) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.

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

21.2 The Price quotations should be given in only in the price format and not in any other accompanying documents or statement.

21.3 There shall be no indication of Price in the Techno-commercial bid. If prices are indicated there, such offers are liable to be rejected.

21.4 Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.

22.0 COMPLETENESS OF THE TENDER:

22.1 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 for rejection.

23.0 ETHICS:

- 23.1 If it comes to the notice of RINL/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 RINL/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 RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.
- 23.2 The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 23.3 In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened or after finalization of contract punitive action shall be taken as per prevailing guidelines.
- 24.0 **TDS CERTIFICATE:**
- 24.1 The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas Supply contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.
- 24.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.
- 24.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.
- 24.4 However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.
- 25.0 **INTEGRITY PACT:** Tenderer is required to accept the "Integrity Pact" placed as ANNEXURE-IX to the Global Tender Document and shall submit the same duly signed and stamped along with the Techno-Commercial Bid. Offers not confirming the acceptance of Integrity Pact will not be considered.
- 25.1 The details of Independent External Monitors nominated for this tender are given hereunder :

Sl.No.	Name of the Independent External Monitor (I E M)
1	Shri . V V R Sastry, # 957, 9thMAIN, 3rd Stage, 3rd Block, Basaveswaranagar, Bangalore, Karnataka, Pin – 560 079 Mobile No. +91 98452 793 27,

	E-mail: sastryvvr@gmail.com
2	Sri P K Vijayakumar, Madhavam, Vaniyan Lane, Punkunnam (Post), Thrissur, Kerala, Pin – 680 002 Mobile No. +91 85473 81122 E-mail : vkmenon78@gmail.com;

25.2 The Nodal officer for the purpose of Integrity pact shall be :

GENERAL MANAGER(MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031.

26.0 Successful Tenderer shall ensure dispatch the material against PO along with e-waybills. In case of non-adherence to this by suppliers, the financial implication, if any on this account shall be to the supplier's account only.

27.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS :

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

28.0 **All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM>Detailed terms and conditions of Invitation to Tender (ITT)) .**

ANNEXURE-II OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

SPECIFICATION FOR “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”

Material Code : 3026497

Qty: 120 METERS

Material Long text:

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

Additional Parameters:

- 1) BELT CROSS SECTION : 310+100+980+100+310
 - 2) HEIGHT OF SIDE WALL : 400 MM (DIAGONAL FABRIC REINFORCED)
 - 3) TYPE OF SIDE WALL : EXTRA HEAVY DUTY MWSF400 OF MAXOFLEX OR IT'S EQUIVALENT CORRUGATED WITH DIAGONAL FABRIC REINFORCED
 - 4) HEIGHT OF CLEAT : 360 MM
 - 5) TYPE OF CLEAT : TCWD360 OF MAXOFLEX OR IT'S EQVT. CLEAT CUPS-2PLY FABRIC REINFORCED & CLEAT FT HAS STRENGTHING STIFFENER
 - 6) PITCH OF CLEAT : 320 MM
 - 7) GRADE COVER : HIGH BLACK ABRASION RESISTANT HR 110 STEEL CORD CROSS STABILIZED +2
 - 8) EDGE TYPE : MOULDED EDGE
- B) SPECIAL INSTRUCTIONS:**
- 1) BELT TO BE SUPPLIED AS PER THE ABOVE SPECIFICATION.
 - 2) CLEAT FOOT AND CLEAT CUP SHOULD BE PROVIDED WITH MATCHING PRE-DRILLED HOLES FOR EASY FIXING.
 - 3) 25 NUMBERS CLEAT-CUPS & 25 PAIRS OF CLEAT-FOOT ARE TO BE SUPPLIED ADDITIONALLY ALONG WITH THE BELT SUPPLY
 - 4) PARTY TO VISIT VSP SITE TO SEE THESE DETAILS IN THE ALREADY INSTALLED CONVEYORS BEFORE SUBMITTING THE OFFER.
 - 5) MTC TO BE SUBMITTED ALONG WITH THE SUPPLY.
 - 6) BELTS ARE TO BE SUPPLIED ALONG WITH SIDE WALLS AND CLEAT FOOT PAIR PASTED ON BASE BELT BY HOT VULCANIZING PROCESS. TOTAL CLEAT CUPS AND ALL THE REQUIRED FASTENERS (SCREWS, BOLTS AND, WASHERS AND POLYMER CANDLE ETC.) ARE TO BE DELIVERED ALONG WITH THE SUPPLY.
 - 7) THE MATERIALS CARRIED BY THIS CONVEYOR BELT ARE COKE AND SINTER. COKE: GRAIN SIZE 25-60MM, DENSITY: 0.7 T/CU.M, FEED RATE: 350-380 T/HR. SINTER: GRAIN SIZE 5-50MM, DENSITY: 1.7 T/CU.M, FEED RATE: 800-900 T/HR.

Signature of the Party with Seal

ANNEXURE-III OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

Executive Director (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance Of the Terms And Conditions
Ref: 1) Your ITT No.Pur. **9.19.SW/0040 dated: 15.12.2018**

2) Our Offer No.

1. With reference to your Tender Notice No. Pur. **9.19.SW/0040 dated: 15.12.2018** for Supply of **"SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110"**, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

Note: If there is any requirement of deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (**Part – A:** Techno-Commercial Bid).

** Strike off whichever is not applicable.

ANNEXURE-IV OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

STATEMENT OF DEVIATIONS

S.No.	Condition(s)	Clauses	Deviation
1			
2			
3			
4			
5			

.....
Signature and Seal of the Tenderer

ANNEXURE-V OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID – PART-A OF OFFER

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Quantity offered in Mtrs:	
3	Statutory Registrations:	
	a) GST No and Date	
	c) IT/PAN No.	
	d) Industrial License	
4	Place of Despatch	
5	User ID for participation in e-reverse auction (Cl.No.8.0 of Invitation to Tender)	
6	Tenderer's Bank account details	

(Signature and Seal of the Tenderer)

ANNEXURE-VI OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

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 RINL/VSP	TO BE CONFIRMED BY TENDERER
1	Name & address of the Tenderer		
2	Credentials of the Tenderer	To confirm as per Cl.2.0 of ANEXURE-I of OPEN Tender	
3	Quantity offered	To confirm as per Cl. 4.0 of ANEXURE-I of OPEN Tender	
4	Scope of work, Technical specification	To confirm as per ANEXURE-II of OPEN Tender	
5	Price Basis	To confirm as per Cl.6.0 of ANEXURE-I of OPEN Tender	
6	Price firmness	To confirm as per Cl.6.3 of ANEXURE-I of OPEN Tender	
8	Delivery schedule	To confirm as per Cl.7.1 of ANEXURE-I of OPEN Tender	
9	Payment terms	To confirm as per Cl.8.0 of ANEXURE-I of OPEN Tender	
11	Letter of Acceptance of Terms & Conditions of OPEN Tender	To confirm as per Cl.11.0 of ANEXURE-I of OPEN Tender	
12	Validity of offer	To confirm as per Cl.13.1 of ANNEXURE-I of OPEN Tender	
13	Earnest Money Deposit	To confirm as per Cl.14.0 of ANEXURE-I of OPEN Tender	
14	Submission of ITC documents	To confirm as per Cl.16.0 of ANEXURE-I of OPEN Tender	
17	Other terms and conditions of ITT	To confirm acceptance.Cl.28.0 of ANNEXURE-I of OPEN Tender	
18	Insurance	To party's a/c	
19	Declaration of Particulars	As per of ANNEXURE-V of OPEN Tender	
21	Packing and Marking	To confirmed as per Cl.5.0 of ANNEXURE-VII of OPEN Tender	
22	Test cum Guarantee certificate	To confirmed as per Cl.7.0 of ANNEXURE- VII of OPEN Tender	
23	Inspection	To confirmed as per Cl.9.0 of ANNEXURE- VII of OPEN Tender	
24	Performance Guarantee Bond	To confirm as per Cl.8.0 of ANNEXURE-VII of OPEN Tender	
25	Liquidated damages	To confirm as per Cl.12.0 of ANNEXURE-VII of OPEN Tender	
27	Risk Purchase	To confirm as per Cl.13.0 of ANNEXURE-VII of OPEN Tender	
28	Transfer & Subletting	To confirm as per Cl.16.0 of ANNEXURE-VII of OPEN Tender	
29	Force Majeure	To confirm as per Cl.22.0 of ANNEXURE-VII of OPEN Tender	
30	Arbitration	To confirm as per Cl.23.0 of ANNEXURE-VII of OPEN Tender	

.....
Signature and Seal of the Tenderer

ANNEXURE-VII OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

DRAFT TERMS AND CONDITIONS OF ORDER FOR SUPPLY OF “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”

1.0 DEFINITIONS:

- 1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The SUPPLIER shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.
- 1.3 The Order shall mean and include Invitation to Tender (ITT), Purchase Order (PO) or Acceptance of Tender (A/T) and amendments to PO or A/T thereof issued by the Purchaser in writing.
- 1.4 The MATERIAL shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender.
- 1.6 The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender.
- 1.7 In case of indigenous supplies, Load port shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

2.0 QUANTITY:

- 2.1 The SUPPLIER shall sell and the PURCHASER shall buy the quantity of **“SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”** as mentioned in the Acceptance of Tender in conformity with the Technical Specifications/Scope of Work mentioned in the Acceptance of Tender for use in its integrated Iron and Steel works. The quality of the material to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications as contained in the Acceptance of Tender.

3.0 PRICES:

- 3.1 The prices per Meter FOR VSP Stores, shall be as indicated in the Acceptance of Tender.
- 3.2 Prices shall be firm for the entire period of the SUPPLIER's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account.

4.0 DELIVERY:

- 4.1 The MATERIAL shall be delivered at VSP Stores as per the schedule mentioned in the PO. The Purchaser reserves the right to alter the delivery requirement according to stock position.
- 4.2 The period of delivery is the essence of the A/T. The date of receipt of material at PURCHASER's stores shall be the date of delivery in respect of each consignment.

- 4.3 For any delay due to faulty documents, the SUPPLIER would be held responsible for store rent etc, for which the PURCHASER may become liable to pay to the Authorities ,payable to Transporter etc.

5.0 PACKING & MARKING:

5.1 PACKING:

- 5.1.1 Applicable as per Article 6 of General Conditions Of Contract for Supply.

- 5.1.2 The SUPPLIER shall include and provide for securely protecting in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at PURCHASER'S site under conditions which may involve multiple handling, Transport by Road, storage, exposure to heat moisture rain etc. Wherever considered necessary, the PURCHASER or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the SUPPLIER shall carry out the same free of charge. All packing shall allow for removal and checking at site.

- 5.2 **Marking:** All packages shall be clearly and properly marked in English language with indelible paint stenciling. All previous irrelevant markings shall be carefully obliterated. The SUPPLIER shall ensure that the following are clearly and legibly stenciled with good quality non-fading paint on the packages.

- | | | |
|--------------------------------------|---|---|
| a) Name and address of the Consignee | : | Rashtriya Ispat Nigam Ltd.
Visakhapatnam Steel Plant,
Visakhapatnam 530 031
Andhra Pradesh, INDIA. |
| b) Name of the Supplier | : | |
| c) Order No. | : | |
| d) Description | : | |
| e) Quantity | : | |
| f) Package number | : | |
| g) Gross and net weights | : | |

6.0 Packing Lists:

- 6.1 Each package shall have a detailed packing list quoting specifically the name of the SUPPLIER, number and date of the order, the name of the PURCHASER and the description of the stores and the quantity contained in the package. Duplicate copy of the packing list shall be put in a water proof envelope and fastened securely to the outside of the package.
- 6.2 Notwithstanding anything stated in this Article, the SUPPLIER shall be entirely responsible for loss, damage or depreciation to the materials occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

7.0 TEST CUM GUARANTEE CERTIFICATE:

- 7.1 The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.
- 7.2 Replacement of defective MATERIALS shall be made free of cost (including duties in India to SUPPLIER's account) at PURCHASER's site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIER's responsibility and shall be made at his expenses.

8.0 PERFORMANCE GUARANTEE BOND:

- 8.1 The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI /

Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-VIII** of the OPEN tender document, for an amount covering 05% (Five percent) of the order value on Landed cost basis, as the case may be covered by the LOI / Acceptance to Tender. 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 BG along with the BG. The check list format is given at **Cl.No.12.6 below**.

8.2 The Performance Guarantee Bond should be established in favour of PURCHASER 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 their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

8.2 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 SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender.

8.3 The SUPPLIER 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.

8.4 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of at least 120 days from the date of receipt of the last consignment of the MATERIAL.

8.5 The following checklist shall also be submitted, while submitting PG Bond:

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI 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 / officer / 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- In the case of out station departments, city of operating department.	Yes / No

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

Signature and Seal of the Supplier

Date:

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

9.0 INSPECTION: .

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

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

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

10.0 GUARANTEE :

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

11.0 PAYMENT TERMS: As per **Cl.No.8.0 of ANNEXURE-I** of OPEN Tender Document.

12.0 LIQUIDATED DAMAGES:

12.1 To recover from the SUPPLIER, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the SUPPLIER has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores /item(s).

13.0 RISK PURCHASE:

13.1 The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. 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 SUPPLIER 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 SUPPLIER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

14.0 RECOVERY OF SUMS DUE:

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

15.0 RESPONSIBILITY:

15.1 The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

16.0 TRANSFER AND SUB-LETTING:

16.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Supplier contravening this condition, the PURCHASER shall be entitled to cancel the Order and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.

16.2 The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender / Purchase Order / Agreement by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.

17.0 CLEARANCES:

17.1 It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export /sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL/VSP.

18.0 TAXES AND DUTIES:

18.1 In case of Imported Supplies, the SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.

18.2 In case of indigenous supplies, the applicable taxes, duties and levies shall be indicated in the order. The prices shall remain firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the SUPPLIER. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit.

19.0 IMPORT LICENSE:

19.1 Import of the MATERIAL is presently under Open General License.

20.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

20.1 This Order supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER 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 Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

21.0 WAIVER:

21.1 Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the PURCHASER may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the PURCHASER will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the SUPPLIER or

receiving of or payment by the PURCHASER for the MATERIAL under this Contract, will not be deemed a waiver of any rights for any prior failure by the SUPPLIER to comply with any of the provisions of the Contract.

22.0 FORCE MAJEURE:

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

22.2 Should there be any interruption in the delivery of the MATERIAL due to force majeure circumstances detailed above, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of off take of the MATERIAL by the PURCHASER /period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off take by the PURCHASER and / or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

23.0 ARBITRATION:

23.1 All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India.

24.0 LEGAL INTERPRETATIONS:

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

ANNEXURE-VIII OF OPEN TENDER DOCUMENT
ITT NO. 9.19.SW/0040 dated: 15.12.2018

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 Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATION) 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

1. 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 _____ (_____) Meters of "SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110" (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

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

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

Note: Issuance of this Bank Guarantee may also be got confirmed from our Controlling branch/ office/ Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE-IX OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 9.19.SW/0040 dated: 15.12.2018)

INTEGRITY PACT

- 1.0 To download Integrity pact and to know the details of Nodal officer for Integrity pact in RINL, Independent External Monitors (IEMs), Please go to www.vizagsteel.com --> **Tenders** --> **MM** --> **Click here to Read Integrity Pact --> Integrity Pact** . The details of Nodal Officer and Independent External Monitors (IEMs) for Integrity pact for RINL are available at our website.
- 2.0 The Tenderer is required to unconditionally accept the “Integrity Pact” and shall submit the same duly signed & stamped on each page in his Techno-commercial bid.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLOUME II TO ITT NO. 9.19.SW/0040 dated: 15.12.2018

(to be submitted in a separate sealed cover as per the Instructions to Tenderers)

Messers: _____

OPEN TENDER NO PUR. 9.19.SW/0040 dated: 15.12.2018

FOR “SUPPLY OF “SIDEWALL CONVEYOR BELT OF 1800MM WIDTH, GRADE HR-110”

PRICE SCHEDULE

S.No.	Price Details	Indian Rupees in figures as well as in words) FOR VSP Stores basis
1	Basic Price (Rs./Meter)	
2	Freight (Rs./Meter)	
3	HSN Code for the Tendered Item	
3	% GST applicable on Basic Price & Freight for the Tendered Item	-----% Extra

.....
Signature and Seal of the Tenderer

- Note:**
- a)** Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation. Price Bid format may be followed strictly. In the Blank Price Bid, figures may be replaced with star marks (*****) and the same may be submitted along with Techno-Commercial Bid. Price Bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
 - b)** In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.
 - c)** Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL/VSP shall be final in this regard