



राष्ट्रीय इस्पात निगम लिमिटेड RASHTRIYA ISPAT NIGAM LIMITED  
विशाखपट्टणम इस्पात संयंत्र VISAKHAPATNAM STEEL PLANT  
(भारत सरकार का उद्यम A Govt. of India Enterprise)

M94 - MECH SPRS-MILLS/RS  
PURCHASE WING BLOCK-A, VISAKHAPATNAM STEEL PLANT,  
VISAKHAPATNAM - 530031, ANDHRA PRADESH -  
INDIA

CIN: U27109AP1982GOI003404

PHONE: 9491647141,

निविदा निमंत्रण सूचना (एन आई टी) NOTICE INVITING TENDER (NIT)

एन आई टी का प्रकार NIT TYPE: 2-PART MATERL E-RFX  
2024/M94/90/00017

एन आई टी संख्या व तिथि NIT NUMBER & DATE 2100019068 Dated 19.04.2024

OPEN TENDERS IN THE PRESCRIBED FORM ARE INVITED FROM THE REPUTED / EXPERIENCED AGENCIES  
FOR THE FOLLOWING

1 सामग्री का विवरण DETAILS OF MATERIAL :

2 आवश्यक जानकारी KEY INFORMATION :

बिड का प्रकार Type of Bid	प्रस्तुति का प्रकार Type of Submission	निविदा शुल्क (भारतीय मुद्रा) Tender Fee in INR	बयाना जमा राशि (भारतीय मुद्रा) EMD in INR	प्रस्तुति की अंतिम तिथि व समय Submission Deadline date & time	बिड खोलने की तिथि व समय (घंटे) Bid Opening Date & time in Hours
TWO PART BID	E BID	Not Applicable	Not Applicable	10.05.2024 11:00	10.05.2024 11:30

3 ऑफर की वैध तिथि OFFER VALIDITY DATE :

Your offer should be valid upto 31.08.2024.

4 मुद्रा CURRENCY :

INR.

5 PREQUALIFICATION (PQC) CRITERIA / ELIGIBILITY CRITERIA FOR CONSIDERATION OF TENDERS:

6 स्रोतों की संख्या NUMBER OF SOURCES : 02

7 मद का विवरण/बीओव्यू ITEM DETAILS/BOQ :

8 निविदा कागजात की सूची LIST OF TENDER DOCUMENTS:

This document along with those available in cFolders as below, constitute the complete Tender (NIT)

This document along with those available in cFolders as below, constitute the complete Tender 1.NIT

2. Annexure-A

3. Integrity Pact

4. Technical Response Sheet

5. Drawings

## **9 2-PART E-RFX SUBMISSION - OPEN TENDERS:**

RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFx Response to be submitted electronically through System only. Bidders need to have UserID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided UserID and password for participating in RINL E-Tenders. If a Bidder who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through "Initial Registration" link provided in the SRM system by providing requisite details well before the RFX submission deadline.

E-Tendering User Manual available in SRM Portal contains the procedure participating in RINL E-Tenders.

Bidders to ensure that E-RFx Response submission is done before "Submission deadline date & Time" indicated in the NIT Key information at 2 above. RFX can be "withdrawn" and modified as long as "Submission deadline date & Time" is not over. RFX Response cannot be modified once submission deadline time passed.

## **10 EMD SUBMISSION PROCEDURE - MM DEPT.:**

10.1 In case of Earnest Money Deposit less than or equal to Rs. 5 Lakhs

Online Payment in SRM portal: 'Online EMD Payment' facility available in the RFX Response Window. Details are given in the User Manual for Tendering at Login page of SRM portal.

No other mode of payment will be accepted.

10.2 However, in case EMD exceeds Rs.5 Lakhs, Bidders have the option to submit the same in the form of Bank Guarantee (In the format of Appendix-1 as enclosed to the GCC # NTK03) from any Nationalized Banks or Scheduled Commercial Bank, enforceable at Visakhapatnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the Bid opening date. The above shall supersede the instructions regarding Form of EMD elsewhere in the tender document

Bidders should upload the scanned copy of the BG in their Tech RFX cFolder and should submit original BG to Project Contracts department.

## **11 SRM LIVE AUCTION (REVERSE E-AUCTION):**

In case RINL wishes to conduct Reverse auction, the same shall be communicated to all the technically and commercially qualified bidders at an appropriate time.

The Auction shall be conducted on SAP SRM LIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from the start Price.

Bidders would be required to quote single price i.e price net of ITC on GST.

No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering to be used for Live Auction also.

### **(a) AUCTION TIME EXTENSION:**

1. Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.

2. Bidders to note that System calculates Auction End time during the Auto extension period as under:

If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the Auction End time to 'Existing End Time + Y minutes'. This will be done "N" number of times.

Here<(X,Y)>

Remaining Time Trigger = X

Extension Period = Y

Number of Extensions = N

The Auction time extension is explained below with an example.

Example: Reverse Auction conducted with Auction parameters as:

AUCTION SCHEDULE: 11.00 AM to 12.00 noon, REMAINING TIME TRIGGER: 4 minutes and EXTENSION TIME: 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11.56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes ) of the auction, the auction end time gets extended up to 12.05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12.05 PM. However, In case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12.01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12.10 PM. (12:05 plus 5Minutes). In case the bid is submitted by any bidder from 12.00 to 12.01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shall be 12:05.

**Important Note :**

Bidders have to ensure continuous internet connection during the live auction. If the bidders' internet connection gets disturbed, the details in the auction window will not get refreshed upon fresh bids in the auction. Bidders cannot see the latest bids submitted in the auction after the disconnection. If a bidder's Rank is 1 for any item, it will continue to remain as 1 in their screen even if other bids are submitted in the auction if internet connection is not proper/disturbed. Even the time remaining will continue to reduce. It is the responsibility of the bidder to maintain the uninterrupted internet connection during live auction. Since auto refresh is not possible during disconnection, click F5 button in your keyboard to refresh the auction screen. If proper internet connection exists Bidder's screen gets refreshed else if there is any connection problem

Bidder will get error screen/message upon pressing F5. If Bidder gets error screen, bidder should login again and come back to Auction cockpit after restoring proper internet connection to view the latest status in the auction cockpit. It is advisable to click on F5 frequently and every 20 seconds during extension time to manually refresh the live-auction cockpit screen. RINL does not accept any responsibility for issues related to non-participation due to internet connection problems at vendor's end.

## **12 E-RFX EVALUATION PROCEDURE:**

1. All the RFxs shall be evaluated on the basis of landed Net of ITC (LNIP) cost arrived.

2. In case of Import/overseas response, for the purpose of comparison of imported and Indigenous offers, the 'M' rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) prevailing one day before the price opening date of SRME\_RFX shall be considered for arriving the price Landed Net of Input Tax Credit (LNITC) in Indian Rupees for evaluation of the offers of both SRM E-auction and Sealed Price Bids.

3. TAL1 LNIP price arrived by the system shall flow automatically to Auction document as Start Bid Price for all cases of Reverse auction and will be visible in the system only after the Start time of Live Auction (E-Reverse Auction). The exchange rate considered for Price RFX opening shall be the exchange rate for Live Auction also.

4. On completion of Live Auction, composite comparative statement is generated by the system considering the RFX Prices and Reverse auction prices. Placement of order shall be considered on the L-1 Price (LNIP) so arrived.

5. VSP at its sole discretion may consider the benefits available under Duty Entitlement Pass Book (DEPB) or any other scheme under Export Import Policy in evaluation of the offers wherever applicable.

6. 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:

To accept or reject the lowest RFX or any other RFX or all the RFxs

To accept any RFX in full or in part;

To reject the response not conforming to the RFX terms and

To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

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 8.3 of Detailed Terms and Conditions of ITT at Annexure as given below.

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

### **13 GENERAL INSTRUCTIONS - OPEN TENDERS:**

1) The documents submitted by the tenderers in respect of pre-qualification evaluation criteria are final and no further correspondence / clarifications / submissions in this regard shall be entertained.

2) Scope of work, Bill of Quantities (BOQ), Terms and Conditions, given in the tender documents (placed in the cFolder Publisher area) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website are found tampered /altered/ incomplete, they are liable for actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

3) It will be presumed that the tenderers have gone through the General Conditions, Special Conditions and Instructions to tenderer etc., of the contract available in the website which shall be binding on him / them.

4) The tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFx cFolder Publisher Area on the RINLs SRM Portal in totality At any time prior to the DEADLINE for submission of the bids, VSP may for any reason modify the RFx terms and conditions by way of an amendment or corrigendum.

5) Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended / postponed.

6) VSP after opening of tender/bid document may seek in writing, documents / clarifications which are necessary for evaluation of tender/bid document from the Tenderers / bidders or issuing authority for confirmation of eligibility/ pre-qualification

7) If it comes to the notice of VSP at any stage right from request for registration / tender document that any of the certificates / documents submitted by applicant for registration 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 05(FIVE) years including termination of contract, if awarded. E.M.D/ Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any

8) Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.

9) RINL will not be responsible for any delay/ loss/ any website related problems in downloading the tender documents etc. RINL reserve the right to (A) Split and award the work to more than one agency, (B) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of and without being liable to refund the Tender fee thereupon.

### **14 INSTRUCTIONS TO TENDERERS ON E-TENDERING/E-AUCTION:**

For use of the RINL e-procurement (SRM) system and before submitting bid, a Vendor/Bidder should understand the e-tendering process by going through user manual which is available in our portal <https://srm.vizagsteel.com> and the NIT of related tender(RFx).

Vendor is responsible for all the necessary requirements including infrastructure in proper condition i.e. Computer, operating system and software platform (including browser) , antivirus, network connectivity, internet services, uninterrupted power supply to computer or networking equipment etc., availability of correct user id and password etc so that the participation in the RFx and/or auction during e-procurement process is not affected. Any interruption at vendor's end due to non-availability of the above facilities will not be entertained as reason for review of the RFx and/or Auction participated or intended for participation by the Vendor.

Understanding the bidding method and entry of correct data (Entering Correct Price Information) during e-procurement process against the RFx and/or Auction is totally the responsibility of the Vendor. During e-procurement process (RFx stage and/or Auction) it will not be possible to explain the bidding process to the Vendor. Vendor should ensure all queries and know-how are completed with the help of user manuals and mock/trial auctions available in the SRM portal before the start of e-procurement (RFx or Auction) process to ensure smooth participation in RINL's e-tender/e-auction

आर आई एन एल सतर्कता टोल फ्री नंबर RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878

SD/-

MECH SPRS-MILLS/RS

#### मद का विवरण ITEM DETAILS

क्र.सं. SI	उत्पाद कोड Product Code	विवरण Description	अपेक्षित मात्रा Qty Required	यू ओ एम UoM
1	3030383	ROLLRING,SBM TC RING,OV19-7(FOR DIA.28)	4	EA
2	3030400	ROLLRING,SBM TC RING,RF20-15( S20V, D36)	4	EA

#### 1 DELIVERY:

#### 1 DETAILED TERMS AND CONDITIONS OF RFx:

##### I. DETAILED TERMS AND CONDITIONS OF RFx FOR DOMESTIC RESPONSES:-

##### 1.0 GENERAL :

1.1 The tender shall be governed by the General Conditions of Contract for supply (GCC), which is available on VSP's website, which can be freely accessed and downloaded.

1.2 Tenders shall be treated as if the GCC has been accepted in toto by the Tenderer unless deviations, if any, are specified in the offer.

1.3. RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFx (Electronic Request for Proposal) Response to be submitted electronically through System only. No physical paper/print needs to be submitted. Bidders need to have User ID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. The tenderer who responds to this tender needs to upload the scanned copies of his bid documents.

1.4 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary. In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, they should be registered with VSP for which detailed procedure is available on our website for viewing and free downloading. Go to [www.vizagsteel.com](http://www.vizagsteel.com), click on "Tenders", click on "Materials Management Department" and click on Application for Registration of Indian Agents.

1.5 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.

1.5.1 The agency commission, if any, shall be clearly indicated and the same shall be deducted from payment due to the supplier and paid directly to the Indian Agent in Indian Rupees only.

1.6.0 Offer received through party/parties to whom Request For Quotation(RFx) was not issued is treated as unsolicited offer.

1.6.1 In case, the RFX is redirected by Principals to whom RFX was issued, to their Agent/Dealer/Stockist/Distributor, such offer may be treated as regular offer, subject to submission of their letter of authorization, as per the format of 'Authorization Certificate' given as Annexure-7. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the Manufacturer/OEM, who is competent to authorize the Agent/Dealer/Stockist/Distributor.

1.6.2 In case the Principal submits the offer with a request for placement of AT/PO on their Agent/Dealer/Stockist/Distributor for execution, then such offer should be accompanied with;

a) The necessary letter of undertaking from the Principal, on their letter head, without any correction in the format as per Annexure-8 of the RFX.

b) The Letter of consent from the respective Agent/Dealer/Stockist/Distributor on their letter head to the effect that they would execute the AT/PO as per the terms and conditions finalized with the Principal supplier by RINL.

## 2.0 PRICES :

2.1 In case of Two bid tenders(>,<)>

a. Prices should be quoted preferably on FOR VSP Stores basis. Tenderers shall quote the price of the goods or services, excluding Tax (GST etc.). Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice. Break up of Packing & Forwarding Freight and Insurance must also be furnished for facilitating evaluation. Prices for the material supplies and commissioning, service charges extra (if any) should also be indicated separately.

b. There shall be no indication of prices in the Techno-commercial bid. If prices are indicated there, such offers are liable to be rejected. Only technical details of the offered items and duly filled in TR format should be uploaded. Offer not accompanied with the TR format is liable for rejection.

c. In case Tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition.

d. In case the Freight and Insurance are not furnished, the loading for the same shall be as follows.

Insurance : 0.09% as per VSP's Open Insurance Policy

Freight charges :

(i) If the Weight of the tendered items is known(>,<)>

Freight charges: VSP's approved Transporter's rates x Distance from the Tenderer's Despatch Station / Town / City

(ii) If the Weight of the tendered items is not known(>,<)>

Freight charges : 3% of basic quoted value if the Tenderer's Despatch Station / Town / City is at a distance of 750 Kms from Visakhapatnam.

: 5% of basic quoted value if the Tenderer's Despatch Station / Town / City is at a distance beyond 750 Kms from Visakhapatnam.

Note :

(a) Distance from Tenderer's Despatch Station / Town / city to Visakhapatnam shall be obtained from Stores-Transport Section of VSP.

(b) Door collection charges shall be loaded as per the VSP's annual contract with the Transporters if the weight of consignment is less than 3 MT

d. It may be noted that Unit Price is to be quoted for each and every item of the tender in figures only. In case of any discrepancy between the two, the price indicated in words shall only be considered.

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

f. As per prevailing guidelines, RINL shall be conducting reverse e-auction, all technically and commercially acceptable (TA & CA) bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 17.0 below. During the reverse e-auction the bidders would be required to quote prices only on the basis of landed net of ITC (refer clause 2.1(c)) and only such tenderers whose offers are Techno-Commercially accepted shall be permitted to participate in reverse e-auction. Modalities of evaluation of Landed Net of ITC prices are as follows.

#### ILLUSTRATION FOR CALCULATION OF LANDED NET OF INPUT TAX CREDIT (LNIP)- Rs./Unit

##### Delivery Terms: Ex Works

A. Basic price-----	: 100.00
B. Packing extra (2% on A)-----	: 2.00
C. Sub-Total (A + B)-----	: 102.00
D. Integrated GST @18% on 'C'-----	: 18.36
E. Freight extra (3%) on 'A'-----	: 3.00
F. Integrated GST @5% on 'E'-----	: 0.15
G. Total Cost (C+D+E+F)-----	: 123.51
H. Insurance 0.09 % on G-----	: 0.11
I. Integrated GST @18% on 'H'-----	: 0.02
J. Landed Cost (G+H+I)-----	: 123.64
K. Input Tax Credit (ITC) (D+F+I)----	: 18.51
L. Landed Net of ITC (LNIP) (J-K):	105.11

##### Delivery Terms: Ex Works with Interest Loading

A. Basic price-----	: 100.00
B. Packing extra (2 % on A)-----	: 2.00
C. Sub-Total (A + B)-----	: 102.00
D. Integrated GST @18% on 'C'-----	: 18.36
E. Fright extra (3%) on 'A'-----	: 3.00
F. Integrated GST @5% on 'E'-----	: 0.15
G. Total (C+D+E+F)-----	: 123.51
H. Insurance 0.09% on G-----	: 0.11
I. Integrated GST @18% on 'H'-----	: 0.02
J. Total with Insurance (G+H+I)-----	: 123.64
K. Int. loading @19% /annum/30 days short credit on J-:	1.93
L. Landed Cost with interest loading (J + K)-----	: 125.57
M. Input Tax Credit (ITC) (D+F+I)-----	: 18.53
N. Landed Net of ITC (LNIP) (L-M)-----	: 107.04

##### Delivery Terms: FOR VSP Stores

A. Basic price incl. of Pack, Freight up to VSP Stores : 100.00  
 B. Integrated GST @ 18% on 'A'-----: 18.00  
 C. Landed Cost (A+B)-----: 118.00  
 D. Input Tax Credit (ITC) (B)-----: 18.00  
 E. Landed Net of ITC (LNIP) (C-D)-----: 100.00

Delivery Terms: FOR VSP Stores with Interest Loading

A. Basic price incl. of Pack, Freight up to VSP Store--: 100.00  
 B. Integrated GST @ 18% on 'A'-----: 18.00  
 C. Total Cost (A+B)-----: 118.00  
 D. Int. loading @19% /annum/30 days short credit on C: 1.84  
 E. Landed Cost with interest loading (C + D)-----: 119.84  
 F. Input Tax Credit (ITC) (B)-----: 18.00  
 G. Landed Net of ITC (LNIP) (E-F)-----: 101.84

The above calculation is an example only and the Landed cost and LNIP may vary depending on actual rates (GST, Insurance, Interest etc.) prevailing on that day.

g. EVALUATION: "After the Reverse e-auction is conducted, irrespective of whether they have participated in the Reverse e-auction or not, Based on the prices so received through Reverse e-auction and the e-price bids received along with the Techno-commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e. e-price bid prices and Reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNIP) so arrived. "

a. In case of supply of goods or services on which RINL/VSP is eligible to avail GST input tax credit, evaluation of tender shall be on the basis of landed cost excluding GST.

b. In case of supply of goods or services on which the employer (RINL/VSP) is not eligible to avail GST input tax credit, the applicable GST payable by RINL/VSP (in case of unregistered taxable supplies) or GST to be charged by the registered taxable supplier as applicable, shall be added to the landed cost for evaluation purposes.

h. Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement.

i. In the cases where price variation formula for steel is a part of RFx, the price of billets on the date of reverse e-Auction shall be taken as 'P1' value in the price variation formula of VSP (the format of which shall be sent along with RFx) and the same will be followed while preparing the composite comparative statement.

2.2 If the items tendered are covered under DGS<(>&<)>D Rate Contract with your organization, please confirm to supply to RINL at a price not higher than DGS<(>&<)>D rate contract price, terms & conditions, but with better terms and conditions if you so desire and with RINL's payment terms. Also, please enclose a copy of the Rate Contract with your tender.

2.3 In case the manufacturer authorizes his dealer/distributor to submit the bid on their behalf, copy of the DGS<(>&<)>D Rate Contract also to be enclosed with the tender along with authorization letter.

2.4 The offered price should be against each catalogue number covering all the items / parts / bill of material given in the description of the item along with price break-up. If, in the opinion of the bidder, additional parts are also required to be supplied for making the item complete, price should be quoted with detailed break up for each of the additional parts.

2.5 The due date and time for opening of price bids in respect of two bid tenders shall be intimated only to the techno-Commercially accepted tenderers.

2.6., 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.

### 3.0 PAYMENT TERMS:

3.1 100% payment shall be made against receipt and acceptance (GARN) of material on the 60th day (21st day for Local Micro and Small Enterprises and 45th day for non-local MSEs subject to submission of documents as stipulated vide clause 9.1). Payment terms other than the above shall be suitably loaded for evaluation. The loading of interest would be as per the rate as declared by RINL time to time, in case tenderer quotes credit period lesser than the period applicable as above.

3.2 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 your database. - VITAL

### 4.0 TAXES, DUTIES AND LEVIES :

4.1 Tenderers must furnish complete details w.r.t each of the quoted items in the relevant field of 'questions' tab and also in 'conditions' tab.

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

4.3.1 Tenderer's GST Reg. No. notional HSN code etc. is to be necessarily indicated in the relevant field of 'questions' tab.

4.4 In case of supervision for erection, testing & commissioning, the applicable GST and Income Tax is to be stated separately.

4.5 The Indian Income Tax relating to rendering of supervision services at site which the employer may require by law to deduct shall be deducted at source as per provision of Indian Income Tax Act 1961 with subsequent revision. The employer shall provide to the contractor with official tax receipt, evidence of such tax payment.

4.6 Successful tenderer making purchases shall be subjected to TDS provisions as per GST Act.

4.7 Further " Vendor/supplier/contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service 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 Service 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, 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 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."

### 5.0 Samples, DRAWINGS and test certificates

In case the Input Tax Credit of GST is denied or demand is recovered from

5.1 Wherever sample approval is required before manufacture and bulk supply, the sample should be supplied within 3 (three) weeks of date of placement of Purchase Order (PO). In case of any deviation, the time required for submission of sample for approval is to be specified in the offer.

5.2 Drawing submission and approval : Where drawings are required to be furnished for approval upon placement of , PO. the schedule for submission of drawings and for supply after approval are to be clearly indicated in the offer failing which a maximum of 3 (three) weeks from the date of PO. shall be considered to be the period for submission of drawings. (The drawings submitted shall be approved within 15 days of receipt).

5.3 Return of drawings: Wherever applicable drawings sent with the Invitation to Tender are to be returned along with the offer / regret letter.

5.4 Test certificates and all other documents specified in the enclosed schedule of material-cum-specification are required to be furnished to the Inspector at the time of inspection as well as part of dispatch documents at the time of supply of material.

#### 6.0 INSPECTION :

6.1 RINL reserves its right to inspect the stores and alter the place of inspection at its sole discretion.

6.2 Generally, inspection shall be carried out at RINL / VSP Stores for all items such as operational consumables etc.

6.3 The supplier shall furnish the inspection call along with all the internal test reports as well as other test certificates specified in the Schedule of Material Cum Specifications at least 15 (fifteen) days in advance of the scheduled delivery date, to enable VSP to examine the same and issue dispatch clearance/carry out inspection at the suppliers premises. The dispatch of stores by the suppliers shall be only after receipt of dispatch clearance or accepted inspection note/ certificate.

#### 7.0 GUARANTEE:

7.1 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.

7.2 Items having shelf life should confirm to specified guarantee as per RFx, the proof of date of manufacture should be available in the cases either on the label of the item or on the Guarantee certificate.

#### 8.0 PURCHASE PREFERENCE AND OTHER BENEFITS TO MSEs:

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

8.2 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as at 8.3 below, subject to submission of documents as stipulated vide clause 9.1 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 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 1 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

1. Where Local MSE is L1 and

- a. if no. of sources - 1 : 100% L-1 Local MSE

- b. if no. of sources - 2 : 2/3 L-1 Local MSE, 1/3 Others
- c. if no. of sources - 3 : 2/4 L-1 Local MSE, 1/4 Others, 1/4 Others
- d. if no. of sources - 4 : 2/5 L-1 Local MSE, 1/5 Local MSE, 1/5 Others, 1/6 Others
- e. if no. of sources - 5 : 2/6 L-1 Local MSE, 1/6 Local MSE, 1/6 Others, 1/6 Others, 1/6 Others

2A. Where MSE is L1 and in case there is / are eligible local MSEs

- a. if no. of sources - 1 : 100% Local MSE ## (2/3-Local MSE, 1/3 L1 MSE)
- b. if no. of sources - 2 : 2/3 Local MSE, 1/3 L-1 MSE
- c. if no. of sources - 3 : 2/4 Local MSE, 1/4 L-1 MSE, 1/4 Others
- d. if no. of sources - 4 : 2/5 Local MSE, 1/5 L-1 MSE, 1/5 Local MSE, 1/5 Others
- e. if no. of sources - 5 : 2/6 Local MSE, 1/6 L-1 MSE, 1/6 Local MSE, 1/6 Others, 1/6 Others

2B. Where MSE is L1 and in case there is / are no eligible local MSEs

- a. if no. of sources - 1 : 100% L-1 MSE
- b. if no. of sources - 2 : 2/3 L-1 MSE, 1/3 Others
- c. if no. of sources - 3 : 2/4 L-1 MSE, 1/4 Others, 1/4 Others
- d. if no. of sources - 4 : 2/5 L-1 MSE, 1/5 Others, 1/5 Others, 1/5 Others
- e. if no. of sources - 5 : 2/6 L-1 MSE, 1/6 Others, 1/6 Others, 1/6 Others, 1/6 Others

3A. Where Non-MSE is L1 and in case there is / are eligible local MSEs

- a. if no. of sources - 1 : 100% Local MSE ##(2/3-Local MSE, 1/3 L1 NonMSE)
- b. if no. of sources - 2 : 2/3 Local MSE, 1/3 L-1 Non MSE
- c. if no. of sources - 3 : 2/4 Local MSE, 1/4 L-1 Non MSE, 1/4 Others
- d. if no. of sources - 4 : 2/5 Local MSE, 1/5 L-1 Non MSE, 1/5 LocalMSE, 1/5 Others
- e. if no. of sources - 5 : 2/6 Local MSE, 1/6 L-1 Non MSE, 1/6 LocalMSE, 1/6 Others, 1/6 Others

3B. Where Non-MSE is L1 & in case there is/are no eligible local MSEs

- a. if no. of sources - 1 : 100% L-1 Non MSE ##(2/3-L1 Non MSE, 1/3 MSE)
- b. if no. of sources - 2 : 2/3 L-1 Non MSE, 1/3 MSE
- c. if no. of sources - 3 : 2/4 L-1 Non MSE, 1/4 MSE, 1/4 Others
- d. if no. of sources - 4 : 2/5 L-1 Non MSE, 1/5 MSE, 1/5 Others, 1/5 Others
- e. if no. of sources - 5 : 2/6 L-1 Non MSE, 1/6 MSE, 1/6 MSE, 1/6 Others, 1/6 Others

3C. Where Non-MSE is L1 and in case there is / are no eligible local MSE or MSE

- a. if no. of sources - 1 - 100% L-1 Non MSE
- b. if no. of sources - 2 - 2/3 : 1/3
- c. if no. of sources - 3 - 2/4 : 1/4 : 1/4
- d. if no. of sources - 4 - 2/5 : 1/5 : 1/5 : 1/5
- e. if no. of sources - 5 - 2/6 : 1/6 : 1/6 : 1/6 : 1/6

##- Where one source is originally envisaged; but it is possible to split the order and award quantity to a second source based on Purchase Preference, the distribution pattern of 2 sources will be followed.

Note :

1. Others including Non MSE/s and MSE/s
2. In case the quantity offered to Local MSE or MSE as per distribution table do(es) not match the L-1 price, the quantity will be offered to others in order of their ranking.

8.4 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.

8.5 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".

8.6 MSMEs vendors/Bidders who are willing to utilize the TReDS platform for payment purpose are invited on TReDS Portal.

#### 9.0 CONDITION FOR AVAILING BENEFIT UNDER CLAUSE 3.1 AND 8.0 BY MSEs

9.1 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.3.1 & 8.0.

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).

9.2 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.

#### 10.0 NUMBER OF SOURCES:

10.1 VSP reserves the right to procure any or all the tendered items/quantities from one or more than one source.

10.2 The number of sources is as indicated in the ITT/ schedule of Material cum Specifications sheet. RINL /VSP reserve the right to procure any or all the tendered items from one or more than one source.

10.3 The distribution of quantity of each item to be ordered shall be normally in the ratio of 100% in case of one source, 2/3 : 1/3 in case of two sources, 2/4 : 1/4 : 1/4 in the case of three sources, 2/5 : 1/5 : 1/5 : 1/5 for four sources, 2/6 : 1/6 : 1/6 : 1/6 : 1/6 for five sources in the order of ranking from lowest technically and commercially acceptable tenderers subject to matching the lowest price.

## 11.0 DELIVERY SCHEDULE :

11.1 Tenderers are requested to note VSP's delivery schedule and quote their best delivery considering all aspects including drawing submission and approval, sample submission and approval, pre-despatch inspection, transportation time etc., as applicable to the tender.

11.1 VSP reserves the right to reject offers not meeting VSP's schedules/to consider offers with best delivery schedule(s).

11.2 It may be noted that in the event of an order, delivery shall be the essence of the contract. Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as per GCC. Seven days period is added to the mutually agreed delivery period considering the time required for receipt of PO by the supplier by Registered Post/Courier/Fax.

## 12.0 VALIDITY :

The tender should be valid for minimum 60 days from the date of opening of tender / extended date of opening of tender

## 13.0 COMMUNICATION OF NON-PARTICIPATION AND NO RESPONSE:

13.1 In case you choose not to participate in the tender, a regret letter by way of Fax/Letter/E-Mail is to be submitted well before the due date duly super-scribing "Regret" and Tender No. Date and due date on the envelope along with drawings if any, sent with RFX. The reasons for non participation may please be spelt out clearly such as (a) Tendered items not in your manufacturing range (b) Production constraint presently (c) Overbooked and hence can not meet VSP's delivery schedule (d) Not interested to do business with VSP (e) Quantity tendered is small or uneconomical (f) Any other reason.

13.2 If no communication is received by the due date and time, it shall be inferred that you are not interested in participation and your name is liable to be removed from the vendor list.

## 14.0 EXAMINATION AND REJECTION OF OFFERS:

14.1 RINL evaluates technically and commercially accepted offers on Landed Net of Cenvat Price (LNIP) basis.

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

- a) Non-submission of Schedule of Material cum specification sheet duly signed & stamped
- b) Variable price being quoted (without any ceiling limit for such variation and Price Variation Clause ) against requirement of firm price.
- c) Submission of in-complete offers, non-appending signature on the offer and the prescribed formats.
- d) Receipt of offers after the due date & time and, or by Fax / e-mail (unless specified otherwise).
- e) Acceptance of Integrity Pact for ITTs / Tenders for a value of Rs. 1 crore and above.

14.3 Tenders submitted against the 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 and the order of prevalence of revised offer vis-à-vis original offer. The Purchaser reserves the right to open the original offer along with revised offer(s).

14.4 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 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding..

## 15.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:

15.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL tenders for a period of 5 (five) years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.

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

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

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

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

16.0 Wherever the supplier quotes on FOR destination / VSP Stores basis supplier should ensure that materials are dispatched through registered common carriers as per the "Carriage by Road Rules 2011" notified on 28.02.2011 and "The Carriage by Road Act 2007". The Act / Rules are available on website [www.morth.nic.in](http://www.morth.nic.in).

#### 17.0 REVERSE e-AUCTION :

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.

17.1 TA & CA tenderers would be authorized to quote their LNIP prices on only e-reverse auction engine on a fixed time and date.

17.2 After completion of the reverse e-auction the purchase order would be placed in the normal mode after taking appropriate approval by concerned purchase officer either on F O R VSP Stores (or) F O R Destination Station (or) F O R Despatch Station (or) Ex-Works basis, considering the freight charges which is advantageous to RINL / VSP, as the case may be.

#### 18.0 RIGHT TO REJECT TENDERS:

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

#### 19.0 AUTHORISATION:

19.1 Representatives of Tenderers are required to produce letter of authorization, if they are to be permitted to attend negotiation meeting.

#### 20. INTEGRITY PACT:

20.1. Tenderer must submit signed Integrity pact in the prescribed format of VSP available in VSPs website along with the Techno-Commercial RFx wherever applicable and asked for in RFx by uploading into cFolder. The original signed Integrity pact shall be submitted prior to placement of order.

## 21 ESTABLISHMENT OF CREDIBILITY OF UNENLISTED BIDDERS PARTICIPATING IN THE TENDERS:

21.1 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 ADVERTISED TENDER REFERENCE as the case may be, along with the tender.

a) Notarised Statutory manufacturing / service industry registration certificate i.e. EM Part II issued by DIC / NSIC registration certificate for the same / similar items of 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.

b) Notarised copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.

c) Copy of GST registration certificates and PAN card copy in the name of Company in case of Limited companies or in the name of Individuals in case of Proprietary firms.

d) Self certified Financial worth and audited financial statements for the last 3 years.

e) Self certified Purchase Orders/Contract copies for the same or similar tendered item(s).

f) Self certified ISO certificate if any.

Note: "In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from the 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 are 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 operations and equipment, etc., relaxation shall not be applicable".

21.2 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 f) of 21.1 or if RINL/VSP finds that the creditability of the un-enlisted Vendor is not satisfactory on the basis of 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.

21.3 The tender of un-enlisted vendors received without submission or incomplete submission of the documents listed at 21.1 above to check the credibility will not be considered for further evaluation.

## 22 BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED SUPPLIER/ CONTRACTORS

22.1 RINL may ban/suspend the Business Dealing with the agency / remove the agency from the list of registered supplier/ contractors (with/without inter connected agencies) at any stage of the contract viz. Tendering, Awarding, Execution and during or even after expiry of Defect Liability Period/ Warranty/ Guarantee Period on the following grounds:

(a) If the Agency has been convicted of an offence under:

i) The Prevention of Corruption Act, 1988; or

ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

The Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;

- (b) If it is determined that the Agency has breached the code of Integrity, the Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;
- (c) In case of violation/ transgression of Integrity Pact (IP);
- (d) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- (e) If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RINL, during the last five years;
- (f) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- (g) If the Agency continuously refuses to return / refund the dues of RINL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- (h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- (i) If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- (j) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;
- (k) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RINL) or its official in acceptance / performances of the job under the contract;
- (l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- (m) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (RINL) or not;
- (n) Based on the findings of the investigation report of CBI/ Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RINL) or even otherwise;
- (o) Established litigant nature of the Agency to derive undue benefit;
- (p) Continued poor performance of the Agency in several contracts;
- (q) If the Agency misuses the premises or facilities of the Company (RINL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. RINL may decide to ban/suspend business dealing for any good and sufficient reason. Any other banning clauses mentioned elsewhere in the Tender Documents shall also be considered as a ground for banning/suspension of business dealing.)

22.2 'Inter-connected Agency' shall mean two or more agencies having any of the following features:

- (a) If one is a subsidiary of the other.
- (b) If the Director(s), Partner(s) Manager(s) or Representative(s) are common;
- (c) If management is common
- (d) If one owns or controls the other in any manner

22.3 Any allegation(s) against an agency with good and sufficient reasons for banning business dealing with the agency, except for banning of business dealings with foreign suppliers of coal/ coke, shall be put up to Standing Banning Committee (SBC) of RINL for investigation.

22.4 In case of removal of the agency from the list of registered vendors/ contractors of RINL, the agency shall not be disqualified from competing in Global/ Open Tender Enquiries (GTE/OTE) but Limited Tender Enquiry (LTE)/ Single Tender Enquiry (STE)/ Short Open Tender (SOT) may not be given to the agency concerned.

22.5 If the allegations against any agency are of a serious nature, RINL may suspend business dealings with the agency (with / without interconnected agencies) pending investigation, with/ without any show cause notice. The suspension shall be for a maximum period of nine months (six months initial extendable by three months in case investigations are not completed) or till the decision of SBC, whichever is earlier. In case of suspension of the agency, RINL may consider to discontinue all the existing contract(s) with the agency. During the period of suspension, no further business dealing including placement of orders against tenders under finalization shall be made with the agency w.e.f. the date of suspension.

22.6 After issue of suspension order, till the conduct of the agency is under investigation, RINL will not entertain any correspondence /argument from the agency (except receiving reply to the show cause notice).

22.7 If the agency desires some information / clarification or desires to see any document before replying to the show-cause notice, the agency may appear in person in the Standing Banning Committee meeting on the stipulated date and time wherein the agency will be furnished the desired information including sharing of relevant document. If the agency requests for inspection of any relevant document in possession of RINL, necessary facility for inspection of documents will be provided. The agency may correspond only with the SBC.

22.8 Convener SBC shall issue notice to the agency asking him/her to attend the meeting in person or informing him/her that he/she may send his/her representative. The date, time and venue of the meeting shall be clearly mentioned in the notice. To meet the ends of 'Natural Justice', two opportunities will be given to the agency to send their representative. In case of failure, SBC can proceed ex parte.

22.9 Opportunity will be given to the agency to submit any documents or evidence in his defense to SBC. Cross examination of the agency if required shall also be done by SBC.

22.10 The Banning Order based on the investigation by SBC shall be issued to the agency. In case of Banning of Inter -connected agencies the copy of the Banning Order shall be sent to known inter-connected agencies also.

22.11 Banned/Suspended agencies are not eligible for submission of quotations/offers against any type of tender (GTE/OTE/LTE/STE/SOT) during the period for which they have been suspended/banned for business dealings with RINL and if submitted, those quotations/ offers will be treated as unsolicited and shall not be considered.

22.12 The agency may file an appeal against the Banning Order to CMD-RINL within 30 days from the date of issue of the Banning Order.

22.13 Agency, may seek review of the banning order passed originally by RINL, either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, upon disclosure of new facts / circumstances or subsequent development necessitating such review.

22.14 RINL may decide to circulate the name of agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

22.15 If business dealing with any agency has been banned by the Central or State Government or any other Public Sector Enterprise, RINL may, without any further enquiry or investigation, issue an order banning business dealing with the agency and its inter-connected agencies.

Note: 'Party / Contractor / Consultant/ Supplier / Purchaser / Customer/Bidder/ Tenderer' is indicated as 'Agency'.

## II. DETAILED TERMS AND CONDITIONS OF RFx (RFx) FOR IMPORTED RESPONSES:-

### 1.0 GENERAL:

1.1 The tender shall be governed by the General Conditions of Contract for supply (GCC) which is available on VSP's website which can be freely accessed and downloaded.

1.2 Tenders shall be treated as if the GCC has been accepted in toto by the Tenderer unless deviations if any are specified in the offer.

1.3. RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFx (Electronic Request for Proposal) Response to be submitted electronically through System only. No physical paper/print needs to be submitted. Bidders need to have User ID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. The tenderer who responds to this tender needs to upload the scanned copies of his bid documents.

1.4 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary. In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders they should be registered with VSP for which detailed procedure is available through ROS available in RINL/VSP SRM Portal.

1.4.1 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated the relevant offers will be rejected.

1.4.2 The agency commission if any shall be clearly indicated and the same shall be deducted from payment due to the supplier and paid directly to the Indian Agent in Indian Rupees only.

1.5 Offer received through party/parties to whom RFX was not issued are treated as unsolicited offer.

1.5.1 In case the RFX is redirected by Principals to whom RFX was issued to their agent/ dealer/ stockist/ distributor such offer may be treated as regular offer subject to submission of their letter of authorization as per the format of "Authorization Certificate" given in the cFolder. The Authorization Certificate shall be furnished on the letterhead of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM who is competent to authorize the agent/dealer/stockist/distributor. A Scanned copy of the Authorisation Certificate should be uploaded by the concerned agent/ dealer/ stockist/ distributor while registering through ROS on SRM Portal.

1.5.2 In case the Principal submits the offer with a request for placement of RFX / PO on their agent/ dealer/ stockist/ distributor for execution then such offer should be accompanied with -

- a) the necessary letter of undertaking from the Principal on their letter head without any correction in the format as per the RFX.
- b) The Letter of consent from the respective agent/ dealer/ stockist/ distributor on their letter head to the effect that they would execute the RFX/PO as per the terms and conditions finalised with the Principal supplier by RINL.

Scanned copies of the Authorisation Certificate should be uploaded by the concerned agent/ dealer/ stockist/ distributor in cFolder while submitting their offers through SRM Portal.

1.5.3 In case the foreign Supplier/ Tenderer desires to submit the Offer through their authorized Indian subsidiary / Agent / distributor / Intermediary in INR currency the "Detailed terms & conditions for Domestic Responses" at I (Detailed Terms & Conditions of ITT(RFX) for Domestic Responses)above shall apply.

## 2.0 PRICES:

2.1 In case of Two bid tenders :

a. There shall be no indication of prices in the Techno-commercial bid. If prices are indicated there, such offers are liable to be rejected. Only technical details of the offered items and duly filled in TR format should be uploaded. Offer not accompanied with the TR format is liable for rejection.

b. It may be noted that Unit Price is to be quoted for each and every item of the RFX.

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

d. SRM LIVE AUCTION (REVERSE E-AUCTION):

RINL shall have the option of resorting to reverse e-auction on SAP SRMLIVE AUCTION PLATFORM. The bidders are required to submit their E Bids of Techno Commercial Bid and Price Bid through VSP's SRM Portal. After Technical and Commercial evaluation of E Bids the techno commercially accepted bids would be considered for further processing and the price bids of these bidders will be considered for determining the start bid price on Landed Net of ITC basis. The Start Bid Price shall be the Lowest of the E price Bids submitted at the time of E RFX submission. This start bid price shall be displayed in the E Auction System on the scheduled E reverse auction date and Time. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from a start Price. In reverse e-auction the bidders would be required to quote prices only on the basis of landed net of ITC at the specified VSP stores. Definition of key terms for RINLs SAP SRM Live-auction (E-Reverse Auction) user manual is available in SRM Portal. No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering are to be used for Live Auction also. Illustration of arriving landed net of ITC price is given below. In case of foreign bidders LNIP Calculator would be provided in Auction document for bidders to arrive equivalent LNIP in Bidders Currency.

#### Calculation of LNIP and Landed Cost for Imported Cases (FOB basis/unit)

1. Exchange rate (for ex) 1 EUR=INR-----: 71.04
2. Basic Rate in EUR-----: 100
3. FOB Shanghai Sea port basis (EUR)-----: 100
4. Add: Sea Freight @ 3.09%, since not offered by the bidder: 3.09
5. Sea freight charges in Rs (4\*1)-----: 219.51
6. CFR Chennai/Vizag Seaport basis (3 + 4)-----: 103.09
7. Add: Insurance charges @ 0.035% on CFR i.e on 6-----: 0.036
8. Total CIF CHENNAI/VIZAG SEA port basis EUR (6 + 7): 103.126
9. CIF Chennai / Vizag sea Port in Rs. (8 \* 1)-----: 7326.08
10. Assessable Value in Rs. ( Same as CIF value )-----: 7326.08
11. Basic Custom Duty @ 5% on Sl.No.10 in Rs.-----: 366.30
12. Education Cess @ 3% on Sl.No.11 in Rs.-----: 10.99
13. IGST @ 18% (on Sl.No. 10+11+12) in Rs.-----: 1386.61
14. Customs Clearing & Forwarding (C<(>&<)>F) charges considered notionally  
@ 0.25% on total Assessable value on Sl.No. 10 in Rs.-----: 18.32
15. IGST @ 18% on C & F charges on Sl.No.14-----: 3.30
16. Inland transport charges from Chennai sea port to VSP Stores @ 5%  
(assumed) on total assessable value i.e on Sl.No.10 in Rs.: 366.30
17. IGST @5% on inland transport charge on sl.no-16-----: 18.32
18. IGST @5% on inland transport charge on sl.no-5-----: 10.98
19. Landed Cost (Sl.No.9+11+12+13+14+15+16+17+18) in Rs. : 9507.19
20. Total ITC (13+15+17+18)-----: 1419.19
21. LNIP (Sl.No. 19-20)-----: 8087.99

#### Note:

1. Above Landed cost & LNIP may vary depending on the actual freight, insurance, import customs duties, foreign exchange rate and C<(>&<)>F charges and inland transport charges, etc. that will prevail and will be incurred at actuals by VSP at the time of shipment.
2. For Inland transport charges indicated at sl.no-14 above, if the GST is paid by RINL on reverse Charge basis the rate applicable is 5% for GTA services. If the GST is paid by GTA in his invoice, the rate will be 12% on forward charge basis and ITC can be claimed by GTA on his inputs and input services.

#### Calculation of LNIP and Landed Cost for Imported cases (CFR Basis/Unit)

1. Exchange rate (for ex) 1 EUR=INR-----: 71.04
2. Basic Rate in EUR-----: 100
3. CFR Chennai / Vizag Seaport basis (EUR)-----: 103.09
4. CFR Chennai / Vizag Seaport basis (3) (EUR)-----: 103.09
5. Add: Insurance charges @ 0.035% on CFR i.e on 4-----: 0.036

6. Total CIF CHENNAI/VIZAG SEA port basis EUR(4+5)---	103.126
7. CIF Chennai / Vizag sea Port in Rs. (6 * 1)-----	7326.08
8. Assessable Value in Rs. ( Same as CIF value )-----	7326.08
9. Basic Custom Duty @5% on Sl.No.8 in Rs.-----	366.30
10. Education Cess @ 3% on Sl.No.9 in Rs.-----	10.99
11. IGST @18% (on Sl.No. 8+9+10) in Rs.-----	1386.81
12. Customs Clearing & Forwarding (C<(>&<)>F) charges considered notionally @ 0.25% on total Assessable value on Sl.No. 8 in Rs.-----	18.32
13. IGST @18% on C & F charges on Sl.No.12-----	3.30
14. Inland transport charges from Chennai sea port to VSP Stores @5% (assumed) on total assessable value i.e on Sl.No.8 in Rs.----	366.30
15. IGST @5% on inland transport charge on sl.no-14-----	18.32
16. Landed Cost (Sl.No.7+9+10+11+12+13+14+15) in Rs. --	9496.21
17. Total ITC (11+13+15)-----	1408.22
18. LNIP (Sl.No. 16-17)-----	8087.99

**Note:**

1. Above Landed cost & LNIP may vary depending on the actual freight, insurance, import customs duties, foreign exchange rate and C<(>&<)>F charges and inland transport charges, etc. that will prevail and 1 be will be incurred at actuals by VSP at the time of shipment.

2. For Inland transport charges indicated at sl.no-14 above, if the GST is paid by RINL on reverse Charge basis the rate applicable is 5 % for GTA services. If the GST is paid by GTA in his invoice, the rate will be 12% on forward charge basis and ITC can be claimed by GTA on his inputs and input services.

e.EVALUATION: After the Reverse e-auction is conducted the E Price Bids of all the TA & CA tenderers irrespective of whether they have participated in the Reverse e-auction or not shall be considered for Evaluation. Based on the prices so received through Reverse e-auction and the E Price Bids received along with the Techno-commercial RFx a composite comparative statement shall be made considering the lower of the prices (i.e. E price bid prices and Reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNIP) so arrived.

f. Exchange rate prevailing on one day before the scheduled date of Price Bid Opening will be taken for making composite comparative statement.

## 2.2. PRICE BASIS:

### a) Delivery by Sea:

i) In case the Gross weight of the consignment is more than 250 Kgs the mode of delivery shall be preferably by Sea. The prices shall be quoted on FOB-loadport and CFR-Chennai or Visakhapatnam Seaport basis inclusive of packing charges as per Incoterms 2010. For prices on CFR basis seaport of destination shall be Visakhapatnam for FCL consignments and Chennai for LCL consignments. Sea-port of destination (either Chennai or Visakhapatnam) is to be clearly indicated in case prices are quoted on CFR basis.

ii) However after receipt of packing details RINL / VSP at its sole discretion reserves the option to amend the delivery term from FOB to "CFR-Chennai / Visakhapatnam port" subsequent to placement of Order. The option of exercising FOB or CFR delivery shall be provided in the Purchase Order (PO).

### b) Delivery by Air:

i) In case the Gross weight of the consignment is less than 250 Kgs the mode of delivery shall be preferably by Air. The prices shall be quoted on Ex-works or FCA- international air port (load-port) basis or CPT-Indian international airport inclusive of packing charges as per Incoterms 2010. In case the tenderer quotes prices only on ExW / FCA basis the prevailing contractual freight of VSP shall be loaded on quoted ExW / FCA prices based on packing details.

ii) However after receipt of packing details RINL / VSP at its sole discretion reserves the option to amend the delivery term from "ExWorks" to "FCA International airport" or "CPT- Indian International Airport" subsequent to placement of Order. The option of exercising the above delivery terms shall be provided in the Purchase Order (PO).

c) In case the foreign tenderer quotes prices only on ExWorks/FOB/FCA basis evaluation shall be done by loading 3.125% on the quoted Ex Works/FOB/FCA price towards Sea/Air Freight and Insurance.

d) In case of delivery by both Sea and Air Transit-Insurance shall be to VSP's account and loading of 0.035% (prevailing which is subject to change) shall be done on quoted CFR/CPT prices towards insurance.

e) However VSP may choose the mode of transport (by AIR or SEA) as per its choice and requirement before or after placement of order.

### 2.3 PACKING:

Necessary air/sea worthy packing as the case may be shall be provided to the material to avoid damages in transit. The tenderer must indicate the approximate NET/GROSS weight and dimensions of the packing for the goods offered.

2.4 The offered price should be against each catalogue number covering all the items / parts / bill of material given in the description of the item along with price break-up. If in the opinion of the bidder additional parts are also required to be supplied for making the item complete price should be quoted with detailed break up for each of the additional parts.

2.5 The date and time for conducting Reverse E-Auction in respect of two bid tenders shall be intimated only to the techno-commercially accepted tenderers.

### 3.0 PAYMENT TERMS:

3.1 100% payment shall be made through irrevocable Letter of Credit (L/C) or Cash Against dispatch Documents (CAD). Bank charges in India for the Letter of Credit / CAD mode of payment shall be to VSP's account and all charges outside India (including confirmation charges if applicable) shall be to beneficiary's / Supplier's account. Pre-payment term (payment in Advance prior to shipment) is NOT acceptable to RINL VSP.

3.2 Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks against the required details provided by the tenderer through ROS on SRM Portal.

### 3.3 SHIPPING DOCUMENTS:

The following documents are to be submitted by supplier:

a) AWB / BL b) Signed Commercial Invoice c) Packing list d) Manufacturer's test certificate (wherever applicable) e) Certificate of Origin from Chamber of Commerce or Trade Association f) Certificate to the effect that the consignment has been dispatched through the nominated freight forwarding agent stipulated in the Order g) Certificate to the effect that the contents in each case are not less than those entered in the invoice and packing list and quality of goods guaranteed as new and as per relevant technical specifications. h) other applicable documents if any.

After shipment Supplier shall immediately send TWO sets of non-negotiable documents by airmail / courier to RINL-VSP (one set to AGM-Purchase and other set to DGM (T<(>&<)>S-smalls) in advance). However original negotiable documents shall be sent through bank for payment and for customs clearance of the consignment by VSP at destination port.

### 4.0 TAXES DUTIES AND LEVIES:

4.1 All taxes and duties outside India are to Suppliers account.

4.2 The tenderer should indicate the following in their Offer (Techno-Commercial bid):

- i) Customs Tariff number
- ii) Tenderer's bank account details including SWIFT code
- iii) Item-wise packing details: No. of packages dimensions of each package Gross weight & Net weight
- iv) Country of Origin of the items offered.

4.3 In case of supervision for erection testing & commissioning the existing applicable Good and Services Tax and Income-tax percentages are to be stated separately.

4.4 The Indian Income Tax relating to rendering of supervision services at site which the employer may require by law to deduct shall be deducted at source as per provision of Indian Income Tax Act 1961 with subsequent revision. The employer shall provide to the contractor with official tax receipt evidence of such tax payment.

4.5 Further " Vendor/supplier/contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service 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 Service 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, 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 of claims 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 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."

## 5.0 SAMPLES DRAWINGS AND TEST CERTIFICATES:

5.1 Wherever sample approval is required before manufacture and bulk supply the sample should be supplied within 3 (three) weeks of date of placement of Purchase Order (PO). In case of any deviation the time required for submission of sample for approval is to be specified in the offer.

5.2 Drawing submission and approval : Where drawings are required to be furnished for approval upon placement of PO the schedule for submission of drawings and for supply after approval are to be clearly indicated in the offer failing which a maximum of 3 (three) weeks from the date of PO shall be considered to be the period for submission of drawings. (The drawings submitted shall be approved within 15 days of receipt).

5.3 Return of drawings: Wherever applicable drawings attached with the RFx are to be returned along with the offer / regret letter.

5.4 Test certificates and all other documents specified in the Technical Response (TR) format are required to be furnished to the Inspector at the time of inspection as well as part of dispatch documents at the time of supply of material.

## 6.0 INSPECTION:

6.1 RINL reserves its right to inspect the stores and alter the place of inspection at its sole discretion.

6.2 Generally inspection shall be carried out at RINL / VSP Stores for all items such as operational consumables etc.

6.3 The supplier shall furnish the inspection call along with all the internal test reports as well as other test certificates specified in the Technical Response (TR) format at least 15 (fifteen) days in advance of the scheduled delivery date to enable VSP to examine the same and issue dispatch clearance/carry out inspection at the suppliers premises. The dispatch of stores by the suppliers shall be only after receipt of dispatch clearance or accepted inspection note/ certificate.

#### 7.0 GUARANTEE:

7.1 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.

7.2 Replacements of defective items / parts if any during the guarantee period must be delivered by the Supplier free of charge up to VSP stores on DDP basis (Incoterms 2010).

7.3 Items having shelf life should conform to specified guarantee as per RFx the proof of date of manufacture should be available in such cases either on the label of the item or on the Guarantee certificate.

#### 8.0 NUMBER OF SOURCES:

8.1 VSP reserves the right to procure any or all the tendered items/quantities from one or more than one source.

8.2 The number of sources is as indicated in the RFx. RINL /VSP reserves the right to procure any or all the tendered items from one or more than one source.

8.3 The distribution of quantity of each item to be ordered shall be normally in the ratio of 100% in case of one source, 2/3 : 1/3 in case of two sources, 2/4 : 1/4 : 1/4 in the case of three sources, 2/5 : 1/5 : 1/5 : 1/5 for four sources, 2/6 : 1/6 : 1/6 : 1/6 : 1/6 for five sources in the order of ranking from lowest technically and commercially acceptable tenderers subject to matching the lowest price.

#### 9.0 DELIVERY SCHEDULE:

9.1 Tenderers are requested to note VSP's delivery schedule and quote their best delivery considering all aspects including drawing submission and approval sample submission and approval pre-dispatch inspection transportation time etc. as applicable to the tender.

9.2 VSP reserves the right to reject offers not meeting VSP's schedules/to consider offers with best delivery schedule(s).

9.3 It may be noted that in the event of an order delivery shall be the essence of the contract. Further failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as per GCC.

#### 10.0 VALIDITY:

The tender should be valid for minimum 90 days from the date of opening of tender / extended date of opening of tender

#### 11.0 COMMUNICATION OF NON-PARTICIPATION AND NO RESPONSE:

11.1 In case the tenderer chooses not to participate in the tender the same can be intimated by way of Do Not Participate button in the RFx. The reasons for non-participation may be spelt out clearly such as (a) Tendered items not in manufacturing range (b) production constraints presently (c) over booked and hence cannot meet VSP's delivery schedule (d) not interested to do business with VSP (e) quantity tendered is small or uneconomical (f) any other reasons.

#### 12.0 INTEGRITY PACT:

12.1. Tenderer must submit signed Integrity pact in the prescribed format of VSP available in VSP's website along with the Techno-Commercial RFx wherever applicable and asked for in RFx by uploading into cFolder. The original signed Integrity pact shall be submitted prior to placement of order.

### 13.0 EXAMINATION AND REJECTION OF OFFERS:

13.1 RINL evaluates technically and commercially accepted offers on Landed Net Of ITC Price (LNIP) basis.

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

- a) Non-submission of Technical Response (TR) format in the cFolder.
- b) Variable price being quoted (without any ceiling limit for such variation and Price Variation Clause) against requirement of firm price.
- c) Submission of incomplete offers.
- d) Acceptance of Integrity Pact for ITTs / Tenders for a value of Rs. 1 crore and above and wherever applicable and asked for in the RFx.

13.3 Tenderers within / extended submission deadline time can withdraw their RFx response and resubmit a revised response.

13.4 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 been made by Companies using same equipment / facilities / address then such offers / orders shall be rejected / cancelled forthwith and the 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.

### 14.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:

14.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored the party will be debarred from participation in all RINL tenders for a period of 5 (five) years including termination of contract if awarded. EMD/ Security Deposit etc. if any will be forfeited. The contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit if any and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.

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

- (a) If any tenderer backs out after opening of the Techno-commercial bids but prior to Reverse e-auction they shall be kept under hold without issue of RFx for the next 1 tender or 3 months whichever is later.
- (b) If the L1 tenderer backs out after opening of the tenders in case of single bid cases ( or) after the Reverse e-auction / opening of the sealed price bids in case of 2-bid cases and within the validity period they shall be kept under hold without issue of RFx for the next 3 tenders or 6 months whichever is later including barring participation in open tenders.
- (c) If the tenderer backs out after award of the Contract they shall be kept under hold without issue of RFx for the next 3 tenders or 6 months whichever is later apart from proceeding with alternative procurement action (re-tendering) at the risk & cost of the defaulting supplier

### 15.0 RIGHT TO REJECT TENDERS:

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

## 16.0 AUTHORISATION:

16.1 Representatives of Tenderers are required to produce letter of authorization if they are to be permitted to attend RFx opening (simultaneous log on process).

## 17.0 ESTABLISHMENT OF CREDIBILITY OF UNENLISTED BIDDERS PARTICIPATING IN THE TENDERS :

17.1 If the 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 along with the Techno-Commercial RFx wherever applicable by uploading into cFolder (hard copies are to be submitted immediately on e-submission of RFx):

- a) Notarised registration Certificate from Chamber of Commerce / their respective designated Govt Agency in English Version.
- b) Self certified Financial worth and audited financial statements for the last 3 years.
- c) Self certified Purchase Orders/Contract copies for the same or similar tendered item(s).
- d) Self certified ISO certificate if any.

17.2 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 d) of 17.1 or if RINL/VSP finds that the creditability of the un-enlisted Vendor is not satisfactory on the basis of 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.

17.3 The tender of un-enlisted vendors received without submission or incomplete submission of the documents listed at 17.1 above to check the credibility will not be considered for further evaluation.

## 18.0 PROCEDURE FOR ORDERS TO BE PLACED ON CFR/CIF/CPT/ CIP / DAT / DAP INCOTERMS :

The following procedure may be adopted in case of orders placed with the above delivery terms for Custom clearing and taking delivery from the supplier's agent at destination port :

- i) Supplier or their authorized freight forwarder shall forward the Cargo Arrival Notice (C.A.N.) along with soft copy of shipping documents and AWB / BL to the consignee at least 3 to 5 days before arrival of Cargo at Destination Port. Also provides the contact details and address of their forwarder's agent (Local agent) at Destination Port to get delivery order.
- ii) Purchase Dealing section shall arrange original AWB/BL duly endorsed by the bank authorities as the case may be before arrival of Cargo to obtain the delivery order from Supplier's Freight forwarders Agent at Destination Port.

OR

Alternatively supplier shall instruct their agent at destination port to issue delivery order without insisting for original AWB / BL or the same may be stipulated on AWB/BL copy.

- iii) As the free time allowed for Air Cargo is only 72 hours for custom clearance and take delivery of Cargo if any delay takes place in providing the above information before arrival of Cargo and could not able to Custom Clear and take delivery of the Cargo within free time on account of the above reasons or due to discrepant shipping documents such Demurrage will be attributable to the Supplier.
- iv) In case of CIF or CIP delivery terms the supplier should take insurance coverage up to Central Stores Department / Visakhapatnam Steel Plant Visakhapatnam.
- v) While issuing AWB/BL supplier may include RINL/VSP's Custom House Agent (CHA) as one of the notifying party.

## 2 GENERAL CONDITIONS FOR ACCEPTANCE OF TENDER-SUPPLY:

### GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

In ERP System the following terms mentioned in GCC for Supply may be read as follows :

Invitation to Tender (ITT) : RFx

Tender Specifications : RFx specifications

Acceptance of Tender (AT, A/T) : Purchase Order (PO)

#### Article No. Particulars

1. Definitions
2. Parties to the Contract
3. Responsibility for execution the contract
4. Specification & Samples
5. Return of Specifications. Drawing, Certified samples etc.
6. Packing
7. Delivery and Risk Purchase
8. Inspection & Rejection
9. Recovery of Sums due
10. System of payment
11. Laws governing the contract
12. Indemnity
13. Bribes, commission, corruption, gift etc.
14. Insolvency and breach of contract
15. Force Majeure
16. Arbitration clause for contract where contract price is Rs.5 lakhs & above.
17. Arbitration clause for contracts where contract price less than Rs.5 lakhs.
18. Headings of articles
19. Non-Waiver of Defaults
20. General
21. Jurisdiction.
22. Liquidated Damages

#### Article-1: DEFINITIONS

The following terms or expressions as used in the General Conditions of Contract and in the appertaining RFx and RFx specification, shall have the meaning defined, hereunder:

1.1 Purchaser shall mean The Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant incorporated under the companies Act 1956 having their registered office at Main Administrative Building, Visakhapatnam - 530031 and shall include their successors or assignees.

1.2 "The Contractor" 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 Contractor.

1.3 The "Contract" shall mean and include RFx, PO (Purchase Order) and amendments to PO thereof issued by the Purchaser in writing and General Conditions of Contract for supply.

1.4 "Stores" shall mean all or any part of materials and/or services as per the description of Stores in the PO.

1.5 "Delivery" shall mean delivery of the stores acceptable to Purchaser as per the PO and as per delivery schedule indicated in the PO.

1.6 "The Inspector" shall mean any person or agency nominated by or on behalf of the Purchaser to inspect Stores under the Contract.

1.7 "Contract price" shall mean the sum accepted by Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as indicated in the PO.

1.8 "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector.

#### Article -2: PARTIES TO THE CONTRACT

2.1 The parties to the Contract are the Contractor and the Purchaser

2.2 Authority of person signing documents: A person signing the tender or any other documents forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other.

2.3 Notices on behalf of the Purchaser: Notices on behalf of the Purchaser, in connection with the Contract, may be given by any authorised officer of the Purchaser dealing with the contract.

### Article-3: RESPONSIBILITY FOR EXECUTING THE CONTRACT

3.1 General: The Contractor is to be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the PO. Any approval which the Inspector may have given in respect of the Stores (whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.

3.2 Subletting of Contract: The Contractor shall not sublet, transfer or assign the contractor any part thereof to any one without the written permission of the Purchaser. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor's account and at his risk and cost.

3.3 Acceptance of the higher tender: If a contract is placed on a higher tender as a result of this RFX in preference to the lowest acceptable offer on consideration of offer of earlier delivery, the tenderer will be liable to pay to Visakhapatnam Steel Plant the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights under the terms of contract.

#### 3.4 TAXES AND SURCHARGES:

##### 3.4.1 GOODS AND SERVICES TAX(GST):

- i) Any variations in the rate of GST as applicable on account of amendments made to the respective Acts made after the date of PO but during the contractual delivery schedules shall be borne by the Purchaser.
- ii) In case of acceptance of stores beyond the original delivery schedules, the rate of GST on the last day of original delivery schedule or the actual rate of GST on the date of delivery whichever is lower, shall be to the account of Purchaser.
- iii) The Purchaser shall reimburse the variation as above based on documentary evidence like relevant Gazette Notification or any other documents to the satisfaction of the Purchaser after considering any credit / relief /concession etc allowable or allowed to the Supplier under the respective Act or Rules made after the date of PO.

##### 3.4.2 GENERAL:

- i) Any new taxes, surcharges and duties leviable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the contract to the satisfaction of Purchaser and production of documentary evidence after availing of statutory concessions, benefits etc.
- ii) The Contractor shall pay and bear all other liabilities, taxes and duties not specifically agreed to by the Purchaser in the contract.
- iii) Where the contract price is indicated in Indian Rupees, Foreign Exchange variations shall not be payable by Purchaser to the Contractor unless specifically provided in the PO.

### Article-4: SPECIFICATIONS AND SAMPLES

4.1 The Contractor shall supply the Stores in accordance with the specification / description of Stores given in the PO.

4.2 The Purchaser reserves the right to alter the description of Stores including Drawings given in the PO. In the of event any such alteration results in any implication to the delivery and price, such implications shall be mutually agreed between the Purchaser and the Contractor.

4.3 In case certified sample has been issued by the Purchaser and the specifications/drawings also exists in the PO then the certified sample will govern the supply only to the extent of material (if material specifications are not stipulated in PO), workmanship and finish. However, if neither a specification nor a drawing has been mentioned in the PO then certified sample issued by the Purchaser shall govern the supply of Stores in all respects.

4.4 Where neither specifications/drawings nor samples have been given by the Purchaser and a sample submitted by the Contractor has been approved, the Stores shall conform to the sample submitted by the Contractor and approved by the Purchaser.

4.5 If any discrepancies are noticed in the drawings, the Contractor shall bring such discrepancies to the notice of the Purchaser whose decision shall be final. If certified/approved sample differs with the specification/description of Stores given in the PO, the Contractor shall bring the discrepancy to the notice of the Purchaser and obtain the decision of the Purchaser with regard to final specification/description of the Stores to be supplied.

4.6 Submission of samples: Submission of samples will be governed by the following:

4.6.1 Marking: All samples submitted must be clearly labelled with the Contractors name and address and the PO number and date.

4.6.2 Advance sample: Where an advance sample is required to be approved before effecting the bulk supplies, the Contractor shall submit the sample within the time specified in the PO. If the Contractor is unable to do so, he must apply immediately to the office issuing the PO for extension of time, stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists such additional time may be allowed as considered to be justified (and, the decision of the Purchaser shall be final) with or without alteration in the Delivery period stipulated in the PO and on such conditions as deemed fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the PO or any other date to which the time may be extended as aforesaid by the Purchaser or the rejection of the sample, the Purchaser shall be entitled to cancel the Contract and, purchase the Stores at the risk and cost of the Contractor.

4.6.3 Free: All samples required for Test shall be supplied by the Contractor free of cost unless the Contract provides otherwise. Where the samples which is supplied free is rejected after examination and test, the same or whatever remains of the sample after examination and test will be returned to the Contractor at his cost on request made, within one month of the date of rejection.

4.6.4 If the Contractor submits a sample with his tender the same shall not govern the standard of supply except when it has been specifically stated in the PO.

#### Article - 5 : RETURN OF SPECIFICATIONS, DRAWINGS, CERTIFIED SAMPLES ETC.

5.1 The Purchaser reserves the right to ask and receive in good condition from all the parties to whom RFx has been sent the specifications/drawings/ certified samples, if any, issued by the Purchaser.

5.2 The specifications, drawings and other technical details indicated in the RFx are exclusive property of RINL, VSP and the party to whom the RFx has been sent, has no right to use these documents for purposes other than for use by RINL, VSP<(>,<)>

#### Article - 6: PACKING

6.1 The Contractor shall be responsible for the Stores being properly packed for transport by Rail, Road, Air and Sea (as the case may be) so as to ensure their being free from loss or damage on arrival at their destination. The Contractor should comply with the standard packing conditions prescribed by the Railway/Transport companies/Steamer/Air carries.

##### 6.2 Marking of Packages

Each package shall be marked by and at the expense of the Contractor with indelible paint / metallic tags as follows:

- i) PO No. & Date
- ii) Description and quantity of Stores.
- iii) Gross weight
- iv) Net weight (if applicable).
- v) Name of the Contractor/distinct mark for identification of the Contractor.
- vi) Name of the Purchaser with full address.

6.3 All packing materials shall be the property of the Purchaser unless otherwise stated in the PO.

6.4 Each package shall contain a packing note giving the details of each item of the PO, giving Sl. No. of PO, Qty, Catalogue No. as applicable as marked on the package.

6.5 For wagon loads, necessary instructions provided in the PO shall be followed. Further the Contractor shall ensure that the freight is charged on right weight and under the correct classification through most economical route.

6.6 If the Stores are not packed and marked in accordance with the instructions, the consignments are liable to be rejected by Purchaser whose decision as to the sufficiency or otherwise of compliance with the instructions shall be final.

#### Article -7: DELIVERY AND RISK PURCHASE

7.1 The time for and the date of delivery of the Stores stipulated in the RFx shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule specified in the PO.

7.2 The Contractor shall deliver the Stores at the place specified as per the PO. No Stores shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser.

7.3 As soon as it is apparent to the Contractor that the delivery dates as stipulated in the contract cannot be met, he should apply for extension of the delivery dates to the Purchaser giving reasons for delay along with supporting documents, if any, and also the date upto which the extension of delivery period is required. The Purchaser will consider such request depending on the nature of the case and either agree for such extension suitably or reject the said request of the Contractor. In case of non supply during the stipulated delivery period, the Purchaser will be free to cancel the Contract or a portion thereof and also purchase stores at the risk and cost of the Contractor. In any case the Contractor shall have no claims whatsoever in respect of cancellation of the contract.

7.4 The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfil the contractual obligations.

7.5 In case the Contractor fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the stores or a portion thereof at the risk and cost of Contractor without serving any notice to the Contractor.

7.6 In the event of cancellation of the contract by Purchaser at the risk and cost of the Contractor, the Contractor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the Contractor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

7.7 The Purchaser reserves the right to suspend the business with such Contractors who default in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the Contractor and considering his reply if any.

#### Article-8: INSPECTION AND REJECTION

##### 8.1 At Supplier's premises.

8.1.1 Inspection Notice: Where inspection at Supplier's premises is stipulated in the PO, adequate advance notice in writing shall be sent by the Contractor to the Inspection Authority mentioned in the PO intimating that the Stores are ready for inspection with a copy to the officer issuing the PO. On receipt of such notice the Purchaser shall depute the inspecting officer within a reasonable time. However, if the inspecting officer finds that the Stores are not ready for inspection at Supplier's premises as per the aforesaid advance notice, the Purchaser reserves the right to recover the expenses incurred in deputing the inspecting officer.

##### 8.1.2 Facilities for Test and Examination.

8.1.2.1 The Contractor shall provide the Inspector at his own expense all reasonable space and facilities for satisfying himself that the Stores are being or have been manufactured in accordance with the specification and for this purpose the Inspector shall have full and free access at any time during the Contract to the Contractor's work premises and may require the Contractor to make arrangements for anything to be inspected at his premises or at any other place and the Contractor shall reserve similar right as regards any sub-contract he may make.

8.1.2.2 The Contractor shall also provide and deliver, free of charges at such a place as the Inspector may direct such material as he may require for Tests by analysis (e.g. Chemical, Biological, Pharmacological and by other means of testing commonly in use according to the nature of Stores) or at a place where an independent testing machine is available.

8.1.2.3 In case of failure to provide these facilities (in regard to which the Inspector will be the sole judge) at his own premises for making the Tests, the Contractor shall bear the cost of carrying out such Tests elsewhere.

8.1.3 The inspector shall have the right to conduct any necessary tests to ascertain whether the stores are in accordance with the provided in specification PO. The Contractor shall bear all costs towards testing of Stores unless specifically mentioned in the PO.

8.1.4 The Inspecting Officer shall issue an Inspection Certificate indicating acceptance/rejection of the Stores, as the case may be.

8.1.5 Wherever inspection at Supplier's premises is stipulated in the PO, Stores shall be delivered or dispatched as per terms of PO only after the Stores have been inspected and Inspection Certificate has been issued by the inspector indicating acceptance.

##### 8.2 At Purchaser's premises.

8.2.1 Where the PO stipulates inspection at Purchaser's site, the Purchaser will arrange inspection of the Stores immediately after receipt at Purchaser's premises and a certificate of acceptance/rejection will be issued.

8.3 The Purchaser shall have the power to reject the Stores if it is found that the same have not been manufactured in accordance with the standard engineering practices for manufacture of such Stores.

8.4 The Inspector's decision as regards rejection of the Stores shall be final and binding on the Contractor.

8.5 Removal of Rejections: Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within thirty days from the date of the receipt of the intimation of rejection, provided that in case of dangerous, infectious or perishable Stores the Inspector (whose decisions shall be final) shall inform the Contractor to remove such Stores within 48 hours of the intimation of the rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected Stores shall lie at the Contractor's risk and cost after the expiry of aforementioned period and if not removed within this period the Purchaser shall have the right either to return the rejected Stores to the Contractor at his risk and cost by such modes of transport as the Purchaser may select or to dispose off or segregate such Stores as they may think fit at the Contractor's risk and cost and on his account or to retain such portion of the proceeds as may be necessary to recover any loss or expenses incurred by the Purchaser in connection with the said sale. Freight to Contractors destination on Stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff Rate.

8.6 If Stores are rejected after inspection at Purchaser's premises, and by the nature of the stores segregation of rejected stores with that of earlier accepted Stores is not possible, the Purchaser shall not be under obligation to return such rejected Stores to the Contractor as per the Article 8.5 above. Such rejected stores shall be paid by the Purchaser as considered reasonable and the Purchaser's decision shall be final in this regard.

#### Article -9: RECOVERY OF SUMS DUE

9.1 Whenever under this Contract any sum of money is recoverable from and payable by the Contractor, the Purchaser shall be entitled to deduct such sum from any amount then found payable to the Contractor by the Purchaser or which at any time thereafter may be found to be payable to the Contractor by the Purchaser under this or any other contract 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 Contractor 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 Contractor for the breach of the contract.

#### Article -10: SYSTEM OF PAYMENT

10.1 Unless otherwise agreed to between the parties, the payment for the delivery of the Stores will be made through NEFT/RTGS.

#### Article-11 : LAWS GOVERNING THE CONTRACT

11.1 The Contract shall be governed by the Laws of India for the time being in force.

11.2 The marking of all stores supplied must comply with the requirement of the Indian Acts relating to the merchandise marks and the rules made under such Acts.

#### Article -12: INDEMNITY

12.1 The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores for infringement of any right protected by patent Registration of Design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all means used by him or the fulfilment of the Contract, provided, always that in the event of any claim in respect of alleged breach of patent Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Contractor of same, and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

#### Article -13: BRIBES, COMMISSION, CORRUPTION, GIFT ETC.

13.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one of his or on their behalf to any officer, servant, representative or agent of the Purchaser or any person on his or on their behalf in relation to the obtaining or to the execution of this or any other contract with the Purchaser or disfavoured to any person in relation to this or any other contract as aforesaid shall result in cancellation of this and all or any other contract as aforesaid and the Contractor shall also be liable for payment of any loss or damage resulting from such cancellation to the extent as is provided under Article 7 hereof.

#### Article -14: INSOLVENCY AND BREACH OF CONTRACT

14.1 The Purchaser may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events that is to say:

14.1.1 The Contractor, he being an individual, or if a firm, any partner in the Contractors firm shall at any time be adjudged insolvent or shall have a Receiver appointed or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

Or

14.1.2 If the Contractor being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or Receiver or Manager, on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court on behalf of the debenture holders to appoint a Receiver or Manager

Or

14.1.3 If the Contractor commits any breach of this contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay the Purchaser of any extra expenditure he is hereby put to but shall not be entitled to any gain on re-purchase.

#### Article -15 : FORCE MAJEURE

15.1 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 any 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 the 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 determinate 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 Contractor 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 Contractor may, with the concurrence of the Purchaser, elect to retain.

#### Article -16: ARBITRATION CLAUSE FOR CONTRACTS WHERE CONTRACT PRICE IS RS.5.00 LAKHS AND ABOVE

16.1. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contractor breach thereof shall be 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.

16.2. The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

16.3. Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

16.4. The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

16.5 In the event of a dispute between PSE and Govt. Department / Ministry, the following be noted and acted upon to resolve the dispute:

- (i) Public Sector Enterprises means a Govt. Company as defined under Section 617 of Companies Act, 1956.
- (ii) If at any anytime, any question, dispute or difference whatsoever shall arise between the Purchaser and the Contractor / Supplier upon, or in relation to or in connection with the Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the difference shall be referred to the adjudication of the arbitrator in the Permanent Machinery of Arbitration in the Department of Public Enterprises of Govt. of India.
- (iii) However, if the dispute / difference relates to an amount of the value of less than Rs.2,00,000/-, the same shall be settled by the Purchaser and the Contractor / Supplier by mutual consultation.
- (iv) The Purchaser and the Contractor / Supplier agree to the inclusion of the following Arbitration clause in the Contract .

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Deptt., of Public enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt., of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

#### Article -17: ARBITRATION CLAUSE FOR CONTRACTS WHERE CONTRACT PRICE IS LESS THAN RS. 5.00 LAKHS

17.1 If at anytime, any question, dispute or difference whatsoever shall arise between the Purchaser and the Contractor upon, or in relation to or in connection with the Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of an Arbitrator to be nominated by the Purchaser. The award of the arbitrator shall be final and binding on both the parties and the provisions of the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall be deemed to apply to and be incorporated in this Contract.

17.2 The arbitrator shall make a reasoned Award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

17.3 Work under the contract shall be continued by the Contractor during the arbitration proceedings. Unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

17.4 The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

#### Article -18: HEADINGS OF ARTICLES

18.1 The marginal headings of Articles hereto shall not affect the construction thereof.

#### Article -19: NON-WAIVER OF DEFAULTS

19.1 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 dispatch or delivery by the Contractor or receiving of or payment by the Purchaser for the stores under this contract, will not be deemed a waiver of any rights for any prior failure by the Contractor to comply with any of the provisions of the contract.

Article -20 : GENERAL

20.1 In case of any conflict between the provision of General Conditions of Contract and PO, the provision of Purchase Order shall prevail.

Article-21 : JURISDICTION

21.1 That in case any legal proceedings are instituted against Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant they shall be instituted in the appropriate Civil Courts of Visakhapatnam and the Courts at Visakhapatnam only shall have jurisdiction.

Article-22 : LIQUIDATED DAMAGES :

22.1 To recover from the supplier / contractor , liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the supplier / contractor 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 value of such stores/item(s).

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**3 GENERAL CONDITIONS FOR ACCEPTANCE OF TENDER-SUPPLY:**

3.1 This is a mandatory requirement to all tenderers for formally certified skilled workforce or commitment by the bidders / service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor wherever it is applicable.