

Annexure-A

INVITATION TO TENDER (ITT)/RFX NO. 2100019068 DT. 18.04.2024 FOR THE SUPPLY OF TUNGSTEN CARBIDE RINGS ON TRIAL BASIS

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

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OPEN TENDER NOTICE FOR SUPPLY OF TUNGSTEN CARBIDE ROLL RINGS

INVITATION TO TENDER (ITT)/Rfx NO.2100019068 dt.18.04.2024

- 1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), herein after referred to as PURCHASER, here by invites tenders from:

1) Indigenous firms who are manufacturers or authorized dealers of Foreign/Indian manufacturers only.

(Any bidder from a country which shares a land border with India will be eligible to bid for this tender only if the bidder is registered with the competent authority and fulfills all the eligibility criteria as per Department of Expenditure, MoF order No. 6/18/2019-PPD dated 23.07.2020 and subsequent OMs)

And

2) As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent OMs, only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to submit their bids.

For supply of TUNGSTEN CARBIDE RINGS FOR SBM, confirming to Technical specifications at **Annexure-I** of tender documents.

- 1.2 **QUANTITY:** The PURCHASER intends to purchase **TUNGSTEN CARBIDE RINGS FOR SBM** conforming to Technical specifications at **Annexure-I** of tender document.
- 1.3 **DELIVERY:** The Tenderers should confirm the delivery schedule given at Annexure – I of the tender documents or as indicated by RINL-VSP in Purchase Order (PO)/LOI.

In case a tenderer cannot confirm the above delivery schedule due to any reason, the possible delivery schedule shall be quoted. VSP has the sole discretion to accept or reject such offers deviating from the delivery schedules given in the tender documents.

In case of delay in delivery beyond the specified schedules, Liquidated Damages (LD) shall be levied as per PO terms, without prejudice to the other terms & conditions of PO. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery for indigenous Supplies, vis-à-vis the delivery schedules of PO, subject to acceptance of material by RINL-VSP after inspection.

1.3.1 NUMBER OF SOURCES: Number of sources is intended to 'TWO'.

However, RINL reserves the right to increase the number of sources to tie-up the required/tendered quantity and/or to provide Purchase Preference in line with clause no. 1.6 below, subject to matching L1 price by the bidders from L2 onwards in the order of ranking. The tenderer should quote for the full tendered quantity and should accept to supply full quantity.

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

1.3.3 VSP reserves the right to reject Offers not meeting VSP's Schedule or to consider Offer with best delivery schedule(s).

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

1.4.0 Offers should be submitted in two parts as follows:

	Form of submission	Due date & time
Part A: Techno-Commercial Bid along with EMD/Bid Bond in original	To be submitted online (pls Refer Cl.No.8 of Annexure-II of RFX)	11:00 AM on 10.05.2024
Part B: Price Bid/ Price RFX Response	To be submitted online/ Electronically through VSP's SRM portal: https://srm.vizagsteel.com/	11:00 AM on 10.05.2024

Date & Time of opening of Techno-Commercial Offer: After 11:30 AM on 10.05.2024 Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

There shall be no indication of basic price, Landed Cost, LNIP in the Techno-Commercial bid (Part-A). If basic prices are indicated there, such offers are liable to be rejected.

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

1.4.2 RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-

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

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

1.5. Bid Security Declaration–VITAL

- 1.5.1.** Submission of Bid Security Declaration (**Pls refer Cl.No. 8 of Annexure-II & Annexure-III**)

1.6. Purchase preference:

- 1.6.1.** Purchase preference is accorded to **Local and non-local Micro & Small Enterprises (MSEs)** as mentioned below, subject to submission of documents as stipulated vide clause **1.7.1 below**. Further, the Open tender document shall be provided free of cost.

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 L1 LNIP offer and they match the L1 LNIP offer. 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”.

- 1.6.2.** Purchase preference shall be given to **Class- I local suppliers** in the following manner (as per DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 16.09.2020).

- 1.6.3.** For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 67%.
- b) AIMSEs-Till the total quantity on AIMSEs (including Local MSEs) equals or exceed 33%.
- c) MII Class1 Local Suppliers -Till the total quantity on Class1 Suppliers equals or exceeds 50%.
- d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking
In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1LNIP price, the quantity will be offered to eligible AIMSE; if either of

eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking.

Illustrative distribution based on the above principle is furnished at Annexure-VII of this tender document.

1.7 Conditions for availing benefits under:

1.7.1 Conditions for availing benefits under Clause no. 1.6.1 for eligible MSEs: Purchase Preference as above & Payment Terms at Cl.No.4 of Annex-II:

The stipulated MSE benefits like Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item / item category, and not by Traders / Dealers.

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 in the tender.

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 Techno-Commercial 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 100 kms of road distance of Visakhapatnam Steel Plant and falling 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) above.

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.

1.72 Public Procurement (Preference to Make in India):

Conditions for availing benefits under Clause no. 1.6.2 for Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability intenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India.

Documents To Be Uploaded:

Self declaration for Local Content as per Make In India (MII) policy i.e. self-certification indicating the percentage of local content and that the item offered meets the local content requirement for "Class-I local supplier / Class-II local supplier" and also details of location(s) at which the local value addition is made.

Please Note that Profit, warehousing, marketing, logistics, freight, etc. cannot be considered as local value addition. [as per clarification received from DPIIT on File No. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020]. Please refer the OMs from GoI in this regard for calculating the local content addition.

- 1.82 The Performance Guarantee Bond if submitted in the form of Bank Guarantee should be established in favour of RINL through any Nationalized Bank or State bank of India situated at Visakhapatnam or outstation **with a clause to enforce the same at their local branch in Visakhapatnam**. If the bond is issued by any Scheduled bank (other than nationalized bank or SBI), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 1.83 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 1.84 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 1.85 The Performance Guarantee Bond shall be kept valid and in full force and effect during the

period of the contract and shall continue to be enforceable for a period of **120 (One hundred and Twenty) days** after the date of delivery of the last consignment.

- 1.86 In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.
- 1.87 Performance Guarantee Bond shall be **released after 90 days from the date of receipt of last consignment or 'one month after consumption of the total material supplied, subject to clearance from user department'**, whichever is earlier, under the Purchase Order / Acceptance to Tender, subject to completion of supply of total PO quantity.
- 1.9 Tenders will be accepted by the system up to **11:00 Hrs. (IST) on the date of tender opening**. Techno-Commercial part of the Tender will be opened immediately thereafter in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present. **The date and time of reverse e-auction shall be intimated separately to technically and commercially acceptable tenderers**. It is brought out that the price bid prices will remain hidden / concealed in the system and the L1 price of price bids will be revealed /flow automatically at the start of auction only. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the system beforehand, if any Tenderers or Authorized Representatives of the Tenderers who want to witness the opening of price bid may inform the same prior to opening of price bids so that the date and time can be informed to them in advance.
- 1.10 Offers received against this NIT / Open Tender shall not be returned in case the tender opening date is extended / postponed. Tenderers desirous to modify their offer/terms may submit their revised offer(s) within the extended due date. The employer reserves the right to open the original Offer along with revised Offer(s).
- 1.11 All the Offers shall be evaluated on Landed Net of ITC Price (LNIP) basis arrived FOR VSPSITE per No. at L1 LNITC price /LNIP.
- 1.12 **Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right :**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
 - b) To accept any tender in full or in part;
 - c) To reject the offers not conforming to the tender terms and
 - d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/Guidelines.
 - e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) & Class-I Local Supplier / Class-II Local Supplier under MII policy as per prevailing guidelines of RINL subject to submission of documents as stipulated at 1.7 of above.

Executive Director (MM)

SCHEDULE CUM MATERIAL SPECIFICATION OF TUNGSTEN CARBIDE RINGS FOR SBM

A. Description: TUNGSTEN CARBIDE RINGS FOR SBM

1. Item Serial No: 01; Catalog Number: 3030383 Quantity: 04 Nos

The ring consists of two grooves

Minimum groove life: 3000 tons

Re-dressing off : 1.2 mm

The wear and fire cracks if any on the ring groove should get cleared within 1.2mm on diameter removed.

No. of re-dressings: 16

No. of grooves: 2

Approx. ring life: 1,02,000 tons

Scrap dia: 340mm

There should be no deviations or deformations on the rings during usage.

SPECIFICATION:

ROLL RING

MATERIAL : WC WITH 30% Co+Ni+Cr

HARDNESS : 81 ± 2 HRA

DRAWING REFERENCE : 2206-03170-01

STAND NO : STAND 19H

SIZE : OV19-7 (FOR DIA.28)

1. TUNGSTEN CARBIDE PLAIN RING DRWG NO : 2206-03170-01

2. DIMENSIONAL TOLERANCES(in mm) : OUTER DIAMETER : 360 ± 0.05

INNER DIAMETER : 240 + 0.029

- 0

WIDTH : 105 + 0.025

- 0

TC RINGS OUGHT TO BE SUPPLIED WITH GROOVES CUT AS PER FOLLOWING SPECIFICATIONS:

1. GROOVE DISTRIBUTION AS PER DRWG NO : 09-00-03-PRO-0100 (2014-00700-SH:11/19)

2. GROOVE DESIGN AS PER DRWG NO : 09-00-02-PRO-0100 (2014-00692-SH:04/06)

3. GROOVE CODE : OV19-7 (FOR DIA.28)

4. MATERIAL & BINDER BY WEIGHT : TUNGSTEN CARBIDE(WC) WITH 30% Co+Ni+Cr

5. DENSITY : 12.50 - 12.9 g/cm³

6. TRANSVERSE RUPTURE STRENGTH(TRS) >=2200 N/MM²

7. COMPRESSIVE STRENGTH(CS) >=2600 N/MM²

8. GRAIN SIZE : 2.4 - 6 µm

9. TEST CERTIFICATE : TC required from: Govt./ Govt. approved Lab

SPECIAL INSTRUCTIONS :

1. Product specification catalogues, Technical Literature, Chemical, Mechanical properties etc., are required to be submitted along with test certificate.
 2. The following details should be marked/etched on the side face of the ring:
 - i. Groove code(OV19-7)
 - ii. Ring ID no. (VSP ring no.)
 - iii. Manufacturers serial number
 - iv. VSP ring no.(will be provided along with PO) & manufacturers/ suppliers serial nos.to be marked on same side.Marking to be made on undercut surface to avoid contact with mating surface.Proper surface condition to be ensured after marking.
 3. Mechanical properties like TRS, CS, Hardness, Chemical composition like Binder content, Grain size and Density etc to be mentioned in test certificate to be submitted (in metric units). VSP Ring no. & Manufacturer serial no. should be mentioned in the test certificate.
 4. Packing to be done in individual case for each ring. Purchase order no., Purchase Order item no., catalogue no., Ring no. of VSP, Description of item to be indicated on each case.
-

OPERATING CONDITIONS :

Mill Speed Max 16 m/s for 16P round rolling; Cooling water at 4-6 bar pressure and pH of 7.7- 8.5; Stock Temperature 800°C - 1000°C ; Steel Grades with C% ranging from 0.05% To 1.2% and with other micro alloying elements.

2. Item Serial No: 02;

Catalog Number: 3030400

Quantity: 04 Nos.

The ring consists of one groove

Minimum groove life: 4000 tons

Re-dressing off (Dia. to be removed): 1.5 mm

The wear and fire cracks if any on the ring groove should get cleared within 1.5mm on diameter removed.

No. of re-dressings: 13

No. of grooves: 1

Approx. ring life: 56,000 tons

Scrap dia: 340mm

There should be no deviations or deformations on the rings during usage.

SPECIFICATION:

ROLL RING

MATERIAL : WC WITH 30% Co+Ni+Cr

HARDNESS : 81 ± 2 HRA

DRAWING REFERENCE : 2206-03170-01

STAND NO : STAND 20V

SIZE : RF20-15(S20V FOR D36)

established for TC rings.

- iii. Party shall have the capability of manufacturing of Tungsten Carbide Rings with material & binder by weight - Tungsten Carbide (WC) with 30% (Co+Ni+Cr) for hot rolling applications in rolling mills. Party shall share purchase orders, technical details, product catalogues etc. in support of manufacturing capability.
- iv. Party shall submit copy of successfully executed previous Purchase Orders, invoices etc. (proof that the items have been delivered to the customer) of Tungsten Carbide rings along with specification, goods acceptance notes etc. supplied to rolling mills in India / internationally, executed in the last 5 years from the date of issue of NIT.
- v. Bidder shall indicate the source of semi-finished TC rings and submit valid MOU / Authorization from the source company.

C. PERFORMANCE CLAUSE:

Acceptance of tender shall be as per expected groove life (tons) and ring life (tons) without chip off/cracks/wear out for each item as listed below,

Item no 01

Groove life: 3000 tons

Ring life: 1,02,000 tons

Item no 04

Groove life: 4000 tons

Ring life: 56,000 tons

OPERATING CONDITIONS:

Mill Speed Max 16 m/s for 16P round rolling; cooling water at 4-6 bar pressure and pH of 7.7-8.5; stock temperature 800°C - 1000°C; steel grades with c% ranging from 0.05% to 1.2% and with other micro alloying elements.

D. Trial Period:

Performance shall be monitored for six months during continuous rolling in the mill. In case initial trial is unsuccessful one more opportunity shall be given to the vendor to demonstrate performance. No further opportunity shall be given thereafter.

E. DELIVERY:

Within 06 months from the date of release of Purchase Order/LOA.

TENDERERS SHALL FILL UP AND CONFIRM ACCEPTANCE OF SCHEDULE OF MATERIAL CUM SPECIFICATION FORMAT (ANNEXURE-I) BY DULY SIGNING BY AN AUTHORISED SIGNATORY AND AFFIXING THE SEAL OF THE FIRM AND SUBMIT / UPLOAD ALONG WITH THE OFFER.

Signature of the tenderer

ANNEXURE -II To RFX no. 2100019068 dt. 18.04.2024

SPECIAL INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDIBILITY OF UN-ENLISTED VENDORS: If a tenderer who responds to this tender 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 **Rfx REFERENCE** as the case may be along with the tender (Pls refer Cl.No. 8 of Annexure- II):

A) **INDIGENOUS:** (Indian Manufacturers)

A) The following documents are to be submitted by the party:

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

(Or)

Notarized copy of Certificate of Registration of Shops and Establishments for a dealer / Agent /Trade etc.

(Or)

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

ii) Notarized Copy of Proprietary / Partnership deals in case of Proprietary / Partnership firms.

iii) Notarized copy of Excise, Sales Tax (CST, VAT), Service Tax Registration certificates and PAN card copy in the name of company in case of Limited companies or in the name of individuals in case of Proprietary firms.

iv) 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.

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

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

vii) Self-certified ISO certificate, if any.

Note: “In 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 conditions 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 items related to Public safety, health, critical security operations and equipment’s, etc. relaxation shall not be applicable”

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-listed vendor may be rejected in case of non-submission or incomplete submission of the above documents except vii) above or if

RINL/VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 PREQUALIFICATION CRITERIA IS TO BE FULFILLED BY THE BIDDER I.E. INDIAN MANUFACTURERS OR AUTHORIZED DEALERS OF FOREIGN/INDIAN MANUFACTURERS (FULFILLING THE REQUIREMENTS OF OM OF GOI WRT FIRMS AND AUTHORIZED DEALERS FROM COUNTRIES HAVING LAND BORDER SHARING WITH INDIA) FOR THE SUPPLY OF TUNGSTEN CARBIDE ROLL RINGS.

2.1 Tenderers who are the INDIGENOUS MANUFACTURERS (OR AUTHORIZED DEALERS OF INDIAN/FOREIGN MANUFACTURER of TUNGSTEN CARBIDE ROLL RINGS FOR WRM shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects failing which their offers shall be rejected.

2.2 Pre Qualification Criteria(PQC):

- i. PQC is to be fulfilled by the Bidders (i.e. Indian manufacturers) alone or by the Bidders (i.e. Authorized Dealers of Foreign/Indian manufacturers) and their manufacturer both considered together.
- ii. Offer of M/s Primetals Technologies India Pvt. Ltd. will not be evaluated as the party is already established for TC rings.
- iii. Party shall have the capability of manufacturing of Tungsten Carbide Rings with material & binder by weight - Tungsten Carbide (WC) with 30% (Co+Ni+Cr) for hot rolling applications in rolling mills. Party shall share purchase orders, technical details, product catalogues etc. in support of manufacturing capability.
- iv. Party shall submit copy of successfully executed previous Purchase Orders, invoices etc. (proof that the items have been delivered to the customer) of Tungsten Carbide rings along with specification, goods acceptance notes etc. supplied to rolling mills in India / internationally, executed in the last 5 years from the date of issue of NIT.
- v. Bidder shall indicate the source of semi-finished TC rings and submit valid MOU / Authorization from the source company.

3.0 User Manual for E-bidding & E-auction in SAP-SRM

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

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

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

- Existing Users / Vendors may Login with their SAP Vendor Code as User ID & corresponding Password.
- New Users/ Vendors may register by clicking on "New Vendor? Initial Registration" available in the home page of our SRM portal, by providing requisite details.

- Please go through page nos. **51 to 55** of the User Manual (**Awareness on e-tendering for Vendors**) in case of any log-in problems.
- After logging in, Click on “RFX and Auctions” tab
- Click on ‘All (1)’ against ‘e-RFXs’ and Click on ‘Refresh’. Refer page numbers **13 to 21** of the User Manual (**Awareness on e-tendering for Vendors**)
- It displays the RFX Published by RINL-VSP. Check the RFX no., date and Submission deadline.
- Alternative is: Click on ‘Show quick criteria maintenance’ and Enter the RFX number in the Event Number field and Click on Apply. Then the required RFX will be displayed below.
- Click on the RFX number to enter in to the RFX (Display RFX). Check the basic details like Submission deadline, item and quantity etc
- Click on ‘Technical RFX’ (yellow button) to open C-Folder (a new window)
- Click on ‘Publisher Area’ in the C-Folder and download all the tender documents uploaded by VSP.
- Please do not log-off the C-folder. Only close it all times.
- After going through VSP’s Tender document, Vendor may decide whether to participate or not in this RFX.
- Please click on ‘Register’ in ‘Display RFX’ page and provide your email-id as required. After this step, ‘Participate’ Button will be enabled
- Please click on ‘Participate’ or ‘Do not participate’ in ‘Display RFX’ page, as the case may be.
- After clicking on ‘Participate’, click on ‘Create Response’. Then ‘RFX Response’ (Offer) no. is generated by system and is displayed.
- Click on ‘Save’ to enter into your ‘RFX Response’ page.
- Click on Edit to enter / modify any data in your ‘RFX Response’ (frequently Use Edit, Check, Save and Refresh buttons while entering/modifying the data)
- Enter Offer Validity date against ‘Quoted Validity Date’ under ‘Basic data’ under ‘RFX Information’ tab.
- Enter Basic price after clicking on ‘Details’ button under ‘Items’ Tab, Taxes and duties in ‘Item Conditions’ & and also answer the ‘Questions’ under ‘RFX Information’. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors**)
- Please upload the ‘**Technical Specification**’ (Annexure-I of VSP’s Open Tender document), duly signed and stamped by the tenderer, as a token of acceptance of same. Signed and scanned copy of this document is to be uploaded in the C-Folder, by clicking on ‘Technical RFX Response’ (yellow button) available in your RFX Response screen. Refer Page nos. **38 to 43** of the user manual (**Awareness on e-tendering for Vendors**).
- Please go through page nos. **44 to 50** of the User Manual (**Awareness on e-tendering for Vendors**) for submitting your RFX Response finally.

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

Help Desk for SRM E-Procurement and E-Auction

1. System related Queries :

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

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

For tender related queries, contact

J V Rao, DGM(MM) (9849569088) Or Y Aditya Kumar, Dy. Mgr (MM) (9491647141)
jvrao@vizagsteel.com Or adityaky@vizagsteel.com

- 3.1 QUOTING OF PRICE(S):** The price quoted should be for delivery on 'FOR VSP Site 'basis exclusive of applicable Goods and Services Tax (GST) and surcharge, if any. The rates of GST and surcharge, if applicable should be indicated in the techno-commercial bid. As regard to taxes and duties a separate provision has provided to enter the same. In case the freight is exclusive, then the freight charges only are to be clearly mentioned in the commercial questionnaire. However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. **The price should be quoted per EA (Nos.) only. Offer with variable price shall not be considered. The prices shall remain firm and fixed during the tenure of the contract. (-- VITAL).**

Any change in statutory taxes and duties shall be reimbursed at actual during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier.

The techno-commercial bid should not contain any indication of prices. Only technical details of the offered items. It may be noted that **Unit Price is to be quoted for each and every item of the RFx. The price should be quoted per EA (Nos.) only. Offer with variable price shall not be considered. The prices shall remain firm and fixed during the tenure of the contract. (-- VITAL).**

3.2 GOODS AND SERVICES TAX (GST):

- I. The tenderers/bidders/suppliers who are registered with GST in India shall submit an Undertaking as follows, on their Letter Head, duly signed, along with their Techno-Commercial Bid:
"We shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above

Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any of our act , 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 us or from Security Deposit or any other amount available with RINL in the same Contractor in any other Contracts including future Contracts. If any Tax has been paid by us in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed onto RINL through Debit Notes or Invoices or Supplementary Invoices."

- II. Tenderers from India should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST. Also, the tenderers from India shall indicate the HSN code of the item offered and GSTIN Number in the Techno-Commercial Bid and also in the Invoice, in the event of order placement.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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.
- VII. Tenderers shall submit GST Registration Certificate under GST act if available, Wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.
- VIII. In case of non-submission / incorrect submission of the relevant valid GST document, the amount equivalent to the loss of CENVAT / CREDIT shall be recovered from the amount due.

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

- i. In case tenderers quote any other term than mentioned in this tender, the same shall be loaded as per VSP norms while evaluating their offer.
- ii. Any revised bids / any revision in offered price, terms & conditions, 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.
- iii. Tenderer's GST Registration Number to be necessarily indicated in the Offer. 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.
- iv. Tenderers are requested to indicate/mention in the Commercial Questionnaire, the percentage of Goods and Service Tax (GST) and "Freight per unit" and "Insurance per unit" (included / extra), along with Techno-Commercial Offer (Part-A).

The percentage / value of applicable Taxes, freight, Insurance indicated in the Commercial Questionnaire are final and the same will only be considered.

However, there should not be any indication of the Basic Price or Landed Cost or LNIP cost in the Techno-Commercial Offer (Part-A), as the Basic price will be submitted online only through our SRM portal.

- v. SAP Price bid should not contain any caveat conditions. In case any other data or Information not relevant is noted in the SAP price bid, the same shall not be taken in to consideration.
- vi. Basic Price is to be submitted electronically in the RFX Response through VSP's SRM portal only. Indication of Basic Price in the Techno-Commercial offer shall not be considered and may result in rejection of the offer.

4.0 TERMS OF PAYMENT:

- 4.1.** Payment shall be made subject to successful completion of the trial , based on the performance certificate given by the user department.

PURCHASER encourages Electronic Fund Transfer for payment direct to Seller's Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER.

- 4.2.** In case an offer with deviations to payment terms is considered by RINL/VSP, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final and binding.

- 4.3.** The Seller shall dispatch materials on door delivery basis with their own arrangement ensuring that the relevant valid GST Document is being submitted to VSP. In case of non-submission / incorrect submission of the relevant valid GST document, the amount equivalent to the loss of CENVAT / CREDIT shall be recovered from the amount due.

5.0 VALIDITY OF THE OFFER:

- 5.1 Each tenderer shall keep his Offer firm and valid for acceptance by RINL for a period of 120 (One hundred and twenty) days from the actual date of openings of tenders. Offer comprises of online submission of Techno-Commercial Bid, online sealed E-Price Bid submitted in VSP's SRM portal, subsequent technical and commercial clarifications/ confirmations, if any, and the Bids submitted in Reverse e-auction (SRM Live Auction).

6.0 OTHER SPECIAL TERMS & CONDITIONS:

- 6.1. PRICE FIRMNESS :** The price shall remain firm during the period of contract. Offer with variable price shall not be considered.

- 6.2. PACKING & FORWARDING:** TUNGSTEN CARBIDE RINGS shall be packed in a transport worthy box.

- 6.3. TEST & GUARANTEE CERTIFICATE:** AS PER ANNEXURE-I.

- 6.4. Tenderers shall fill up and confirm their acceptance with signature and stamp to our schedule of material cum specification format(Annexure-I) and submit the same along with the Techno commercial bid Part-A else the offer shall not be considered**

7.0 STATEMENT OF DEVIATIONS:

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

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

(a) Specification (b) Validity of offer (c) Liquidated damages, (e) Risk Purchase (f) Inspection (g) Arbitration and Jurisdiction and (h) Default

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

- a. Variable price being quoted against requirement of Firm prices.
- b. Receipt of Offers after due date & time and or by e-mail/ fax

- c. Non-Fulfillment of Pre-Qualification Criteria
- d. Non-submission of Bid Security Declaration.
- e. Non submission of complete offers, appending signature on the offer and the prescribed formats.
- f. Offer in hard copy shall not be considered except Credentials as per Cl.No. 8 of Annx- II of Annx-A of Rfx.

8.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS:

- 8.1. The detailed Offer together should be submitted /uploaded in the C-Folder in two parts: Part-A: Techno-Commercial Bid. **Part-A should contain all details on Technical Specifications (annx-I of Rfx), other documents/credentials, Bid Security Declaration, confirmations and deviations, if any.**
- i) Covering Letter of Offer, on the Letter head of tenderer/bidder.
 - ii) Annexure-I (Technical Specification) duly signed and stamped.
 - iii) Bid Security Declaration (Annexure-III) duly signed and stamped.
 - iv) Authorization Letter from Manufacturer, duly filled, signed and stamped on all pages on Manufacturer's Letter Head (Annexure-IV) if offer is from Indian Dealer.
 - vi Letter of Undertaking w.r.t GST compliance (Annexure-V)
 - vi) Credentials of the tenderer/bidder, as per Clause 1.0 of Annexure-II of this tender document, if the bidder who responds to this tender is not presently enlisted with RINL / VSP.
 - vii) Pre-Qualification Documents, as per Clause 2.0 of Annexure-II of this tender.
 - ix) Supplier details, as per Annexure-X, duly filled, signed and stamped.

IT IS TO BE NOTED THAT THE ALL DOCUMENTS ARE TO BE SUBMITTED / UPLOADED IN THE C-FOLDER OF THE RFX AND HARD COPY FOR CREDENTIALS (REFER CL.NO.1 OF ANNEXURE-II) FOR UNLISTED VENDOR SHALL ONLY BE ACCEPTED FOR FIRMS WHO HAVE SUBMITTED THEIR OFFER / RESPONSE IN ONLINE / SAP.

However, no indication of price in any form, shall be given in the documents submitted in the C-Folder of the Rfx.

Part-B: Price Bid to be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time.

The envelopes containing the credentials only referred to in para 8.1 above which should bear the following superscription: **"Part-A: Techno-Commercial Bid in response to Open Tender ITT/RFX no. 2100019068 dt.18.04.2024 along with RFX response number."**

- 8.2. The Sealed envelope referred above should be addressed to the **GM (MM)/c, Administration Building – 3rd Floor, Material Management Dept. (Purchase), Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India.** The name, address and vendor code of the Tenderer should be mentioned on this envelope.

8.3. Tenders will be accepted up to 11:00 Hrs (IST), on tender opening. The Techno-Commercial bid of the tenders shall be opened immediately in the system and envelopes, if any, thereafter in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present. The date and time of reverse e-auction shall be intimated separately to technically and commercially acceptable tenderers. It is brought out that the price bid prices will remain hidden / concealed in the system and the L1 price of price bids will be revealed / flow automatically at the start of auction only. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the system beforehand, if any Tenderers or Authorized Representatives of the Tenderers who want to witness the opening of price bid may inform the same prior to opening of price bids so that the date and time can be informed to them in advance.

9.0 Evaluation of Offers:

- 9.1. RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal <https://srm.vizagsteel.com/> with the same User ID and Password**. User manual for participation in e-auction is available in our portal mentioned above. In the e-auction, the bidders would be required to quote prices only on Landed Net of Cenvat price (LNIP) **basis per EA (Nos.). Lowest LNIP price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow automatically to Auction Cockpit as Start Bid Price** and will be visible in the system only after the Start time of SRM Live Auction.
- 9.2. After the Live Auction is completed, composite price comparative statement is generated by the system considering the RFX Response Prices and Reverse Auction prices. Placement of order shall be considered on the TA & CA lowest L1 price (LNIP) so arrived.
- 9.3. Offers which deviate(as illustrated below) from the VITAL conditions of the tender shall be rejected:
- a) Variable price being quoted against requirement of Firm prices.**
 - b) Non submission of complete offers, appending signature on the offer and the prescribed formats.**
 - c) Receipt of Offers after due date & time and or by e-mail/ fax**
 - d) Non-submission of Bid Security Declaration**
 - e) Offer in hard copy shall not be considered except Credentials as per Cl.No. 8 of Annx-II of Annx-A of Rfx**
 - f) Non-submission of Pre-Qualification Documents**
- 9.4. In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

10. COMPLETENESS OF THE TENDER:

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

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

11. PUNITIVE ACTIONS:

- 11.1. If it comes to the notice of VSP at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.
- 11.2. In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and **business dealings with such Firms/ Contractors shall be banned for a period of 2 years**. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 11.3. If any tenderer backs out after opening of the techno commercial bids within the offer validity period, but prior to reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next one tender or three months, whichever is later.
- 11.4. If the L1 tenderer backs out after opening of the tenders in case of single bid cases (or) after the reverse e-auction/ opening of the sealed price bids in case of two bid cases within the validity period, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months, whichever is later, including barring participation in open tenders.
- 11.5. If the tenderer(s) back out after award of contract, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s).

12. Right to reject tenders:

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

13. Authorization

- 13.1. Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender opening /price bid opening.
- 13.2. 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.

14. DEFAULT:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 21.0 herein below.

15. LIQUIDATED DAMAGES:

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).

16. RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 13.0 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

17. RECOVERY OF SUMS DUE:

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found

to be payable to the SELLER by the PURCHASER under this or any other Acceptance to Tender with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Acceptance to Tender.

18. RESPONSIBILITY:

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

19. TRANSFER AND SUB-LETTING:

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

20. COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Acceptance to Tender cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Acceptance to Tender.

21. WAIVER:

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

22. FORCE MAJEURE:

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

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

23. ARBITRATION AND JURISDICTION:

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

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

24. LEGAL INTERPRETATIONS:

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

25. LIABILITY OF GOVT. OF INDIA:

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

PROFORMA OF BID SECURITY DECLARATION

BID SECURITY DECLARATION

(In Lieu of EMD)

Tender no./RFX No:

Dated:(dd-mmm-yyyy)

I/We have understood that, according to the conditions of Tender document, bids must be Supported by a Bid Security Declaration (BSD). Accordingly, I am/We are submitting this "Bid Security Declaration" as follows:

I/We accept that, I/We will automatically be debarred from participation in all future tenders of RINL **for a period as brought out in the "Punitive Clause" of the tender** and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

(a) If I/we withdraw/ modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

(b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I/We

(i) Fail or refuse to execute the Contract. (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/ Work Order/ Letter of Acceptance/ Purchase Order.

[Signature]

In the capacity of

[Legal capacity of person signing the Bid Security Declaration]

The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: *[Complete name of Bidder and Address]*

Date: *[Date of signing]*

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

Note: In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all partners to the Joint Venture/Consortium that submits the bid.

ANNEXURE-IV to OPEN Tender ITT / RFX no. 2100019068 dt.18.04.2024

LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER OF TUNGSTEN CARBIDE RINGS

(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)

To:
RASHTRIYA ISPAT NIGAM LTD., VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031 (A.P).

Dear Sir,

Ref: Your **OPEN Tender ITT / RFX no. 2100019068 dt.18.04.2024.**

We, who are established and reputed manufacturers of having factory at hereby authorize M/s (name and address of agent/ dealer/ stockist/distributor) to Bid, negotiate and conclude the contract with you against above ITT No., for the above mentioned goods manufactured by us.

No company or firm or individual other than M/s are authorized to Bid, negotiate and conclude the contract in regard to this business against this specific tender.

The agency commission of ... (*1)... % included in the gross FOR VSP/FOB/CFR (to be specified) (*2) price is payable to M/s in Indian Rupees. / No agency commission is payable to M/s

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

Our other responsibilities are as follows:

Information regarding the name of new agent /dealer/ stockist/ distributor, in case of change.

Other responsibilities:

(To specify, if any)

Our agent/ dealer/ stockist/ distributor's responsibilities are as follows:

(To specify, if any)

Yours faithfully,

For and on behalf of M/s _____

(Name & Signature of Manufacturer with company's Seal)

Note: a) Whenever manufacturers authorize their (agent/dealer/stockist/distributor) to quote against the tender, they shall submit an authorization certificate as per the format given above. This certificate of authorization should be **submitted on the letter head** of the manufacturing concern and should be signed by a person on behalf of the manufacturer, who is competent to authorize the agent/dealer/stockist/distributor. If the authorization certificate is not furnished as per the above format, the tender shall be liable for rejection.

b) (*1) To strike out whichever is not applicable. If agency commission is payable % is to be furnished.

c) (*2) To indicate exact basis of offer - FOR VSP/FOB/CFR (to be specified)

ANNEXURE- V to Open Tender (ITT) / RFX no. 2100019068 dt.18.04.2024

(The tenderers/bidders/suppliers who are registered with GST in India shall submit an Undertaking as follows, on their **Letter Head, duly signed**, along with their Techno-Commercial Bid)

DECLARATION OF GOODS AND SERVICES TAX (GST)

"We shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal.

In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any of our act, 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 us or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts.

If any Tax has been paid by us 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."

Yours faithfully,

For and on behalf of M/s _____

(Name & Signature of Authorized Person with company's Seal)

ANNEXURE- VI to Open Tender (ITT) / RFX no. 2100019068 dt.18.04.2024

Number of Sources: TWO

Number of sources is intended TWO. However, in case of Purchase Preference to MSE / MII, the distribution pattern as per Purchase Preference Clause 1.6 of the ITT will be followed and quantity will be awarded accordingly, subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers. For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%.
- b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceed 25%.
- c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%
- d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking

In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking

Illustration for Quantity Distribution:

Sl. No	No of sources required		1
1.1	Where L1 is Local MSE&MII Cls1		100% - L1 Local MSE&MII Cls1
1.2	Where L1 is Local MSE (MII Cls2/MIINLS)		100% - L1 Local MSE
2	Where L1 is AIMSE&MII Cls1		
	A	In case there is/are eligible Local MSE/s	100% - Local MSE # (2/3 - Local MSE 1/3 - L1 AIMSE & MII Cls1)
	B	In case there is no eligible Local MSE	100% - L1 AIMSE & MII Cls1
2.1	Where L1 is AIMSE & Non MII Cls1		
	A	In case there is/are eligible Local MSE/s	100% - Local MSE # (2/3 - Local MSE 1/3 - L1 AIMSE)
	B	In case there is no eligible Local MSE	100% - L1 AIMSE # (1/2- L1 AIMSE 1/2 - MII Cls1)
3	Where L1 is MII Cls1 & Non MSE		
	A	In case there is/are eligible Local MSE/s	100% - Local MSE # (2/3 - Local MSE, 1/3 -L1 Non-MSE &MII Cls1)

	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	100% - L1 MII Cls1 & Non MSE # (2/3 - L1 Non MSE, 1/3 - AIMSE)
	C	In case there is no eligible Local MSE or AIMSE	100% L1 MII Cls1 & Non MSE
3.1	Where L1 is Non-MSE & Non MII Cls1		
	A	In case there is/are eligible Local MSE/s	100% - Local MSE # (2/3 - Local MSE 1/3 - L1 Non-MSE & Non MII Cls1)
	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	100% - L1 Non-MSE & Non MII Cls1 # (2/3 - L1 Non-MSE & Non MII Cls1 1/3 - AIMSE)
	C	In case there is no eligible Local MSE or AIMSE	100% - L1 Non-MSE & Non MII Cls1 # (1/2 - L1 Non-MSE & Non MII Cls1 1/2 - MII Cls1)

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

ANNEXURE VII- to Open Tender (ITT) / RFX no. 2100019068 dt. 18.04.2024

FORMAT FOR FURNISHING SUPPLIER DATA		
1	Supplier Code	
2	Name of the Unit	
3	CommunicationAddress:	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	Registered Office Address:	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	Works Address: street / city	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organizationonly)	
7	Constitution of the Firm	Private Ltd./Public Ltd./Partnership/Prop.
8	Status of the Firm	Micro / Small / Medium / Large scale /Dealer /Trader.
9	Name & Designation of CEO/Director/Proprietor	
10	GST Registration:	
	a) Regn. No. & Date	
13	Income Tax Registration:	
	a) PAN / GIR No. :	
14	Details of Plant & Equipment	
	a) Product Mix & Product Capacity	
	Present Annual Production Capacity for tendered item	
	Actual production in last three years:	
	2021 - 2022 :	
	2022 - 2023 :	

	2023-2024 :	
	b) Turnover	
	2021 - 2022 :	
	2022 - 2023 :	
	2023 - 2024 :	
15	Industry Registration validity Date	
16	Any Group Company / Sister Concern registered with RINL/VSP	Yes M/s..... No

Signature :

Designation:

Office Seal:

Note :(Please submit documentary proof in support of the data)