RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
M35 - P RAMANA MURTY
PURCHASE WING BLOCK-A, VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530031, ANDHRA PRADESH -
INDIA
PHONE: 9701110500,
e-Mail Id: prmurty@vizagsteel.com

NOTICE INVITING TENDER (NIT)

NIT TYPE: 2-PART MATERL E-RFX
2018/M35/35/00009
NIT NUMBER & DATE: 2100007803 Dated 01.08.2018

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

1. DETAILS OF MATERIAL :
LIQUID OXYGEN WITH A PURITY OF MINIMUM 99.5%.

2 KEY INFORMATION:

Type of Bid	Type of Submission	Tender Fee in INR	EMD in INR	Submission Dead Line date & time in	Bid Opening Date & time in Hours
TWO PART BID	E BID	Not Applicable	10000000.00	20.08.2018 10:00	20.08.2018 10:30

3 OFFER VALIDITY DATE:
Your offer should be valid upto 30.11.2018.

4 CURRENCY:
INR.

5 ELIGIBILITY/EXPERIENCE CRITERIA :

AS PER RFX & ITS ANNEXURE.

6 . NUMBER OF SOURCES : 03

7 ITEM DETAILS/BOQ:
AS DETAILED BELOW

8 LIST OF TENDER DOCUMENTS:
This document along with those avaialble in cFolders as below, constitute the complete Tender (NIT)
This document along with those avaialble in cFolders as below,constitute the complete Tender (NIT) THE FOLLOWING DOCUMENTS AREAVAILABLE IN TEH C-FOLDER OF THE RFX IN SAP: OPEN TENDER RFX DOCUMENTAND ITS ANNEXURE OF RFX

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 RFx can be "withdrawn" and modified as long as "Submission deadline date & Time" is not over.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 SRM LIVE AUCTION (REVERSE E-AUCTION):

RINL shall have the option of resorting to reverse e-auction 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 a start Price. In reverse e-auction the bidders would be required to quote prices only on the basis of Net of ITC price (LNIP) at the specified VSP stores. Definition of key terms for RINLs SAP SRM Live-auction (E-Reverse Net of ITC price (LNIP) 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 to be used for Live Auction also.

Illustration of arriving landed net of ITC price is given in DETAILED TERMS AND CONDITIONS OF RFx.. In case of foreign bidders LNIP Calculator would be provided in Auction document for bidders to arrive equivalent LNIP in Bidders Currency.

11 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 LiveAuction (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.

12 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 successfulor 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 submissionof the bids, VSP may for any reasonmodify 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.

	RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878	

SD/-

P RAMANA MURTY

ITEM DETAILS:

Sl	Product Code	Description	Qty Required	UoM
1	6098000	LIQUID OXYGEN(PURCHASED)	73,000	TO

1 DELIVERY:

30.09.2018

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,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 necessarilyindicated 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 fro

5.1 Wherever sample approval is required before manufacture and bulk supply, the sample should be supplied with in 3 (three) weeks of date of placement of Purchase Order (PO). Incase of any deviation, the timerequired for submission of sample for approval is to be specified inthe 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 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-1l 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, 1/5Others
e. if no. of sources - 5 : 2/6 L-1 MSE, 1/6 Others, 1/6 Others, 1/6Others, 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, 1/5Others
e. if no. of sources - 5 : 2/6 L-1 Non MSE, 1/6 MSE, 1/6 MSE, 1/6Others, 1/6 Others

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

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 thesupplier 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 illustratedbelow) 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.

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 INTHE TENDERS:

21.1 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 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.

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.

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 to-to 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 l 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 with in 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 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.

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 beread 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.5Iakhs.
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 not withstanding 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 Purchasers 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 madeunder such Acts.

Article -12: INDEMNITY

12.1 The Contractor shall at all times indemnify the Purchaser against all claims which maybe 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 disfavour 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 underthis 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 ceasedto exist and the decision of the Purchaser as to whether the deliverieshave 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 btained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be with held 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 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 the 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 with held 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).

*****

Annexure-A

Invitation To Tender (ITT) / RFX No.2100007803 dt.13/07.2018 For the supply 73000 MTof LIQUID OXYGEN,MIN 99.5% PURE

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

S.no	Part No	Description of clause	No. of pages	Page nos.
		Notice of Invitation to Tender	4	2-5
1	Annexure -I	Technical Specification	1	6
2	Annexure - II	Special Instructions to Tenderers	13	7-19
3	Annexure - III	Blank Price Bid Proforma	1	20
4	Annexure - IV	Check List of Techno-Commercial Terms	1	21
5	Annexure - V	Proforma of Bank Guarantee for Bid Bond	2	22-23
6	Annexure - VI	Integrity Pact document	6	24-29
7	Annexure – VII	Format for furnishing Supplier data	2	30-31

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

Tel: +91 891 2518309 Ext. 163
+91 891 2517468 Ext. 139

Fax: +91 891 2518753 /
+91 891 2518756

OPEN TENDER NOTICE FOR Supply of 73000 MTof LIQUID OXYGEN,MIN 99.5% PURE.

INVITATION TO TENDER (ITT) / RFX No.2100007803 **dt.13/07.2018 due 31.07.2018 at 10.30 hrs. (IST)**

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders for supply of **73000 MT of LIQUID OXYGEN,MIN 99.5% PURE** , confirming to Technical specifications at **Annexure -I** of tender documents.

1.2 **QUANTITY**: The PURCHASER intends to purchase 73**000 MT (Seventy three Thousand Metric Tons)** of Liquid Oxygen , Min 99.5% Pure.

1.3 No. Of sources- 03(Three)

1.4 **DELIVERY**:

1.4.1 Total material requirement at site by the three successfuly quoted parties shall be at the rate of 200 tons per day.

1.4.2 However, the actual supply quantity and dates shall be as per the requirement of VSP site and the actual requirement will be informed by VSP from time to time.

1.4.3 Material to be delivered at site based on the requirement of VSP site, which shall be informed in advance of a week.

1.4.4 Parties shall supply the material in their own tankers at VSP site and unload into VSP storage vessels making their own arrangements.

1.4.5 Material shall be supplied irrespective of Sundays or Holidays. Weight recorded at VSP weigh bridge or supplied invoice quantity or LR quantity which ever is lower shall be considered as the final.

1.4.6 The party shall comply with all the statutory requirements mentioned in the SMPV rules.[static and mobile pressure vessels rules].

1.4.7 The truck should not carry any material other than liquid oxygen.

1.4.8 In case, there is any leakage in the liquid oxygen tanker, load tanker shall not be allowed for un loading.

1.3.9 The successful party shall supply bulk liquid oxygen road tankers of capacity minimum 15 MT. Each lot of Liquiid oxygen

supply should be along with a test certificate of the product liquid oxygen from the manufacturer.

1.4.0 ORDER QUANTITIES:

The quantity / quantities shown in the ITT / Rfx shall be ordered on 3 successful Tenderers **in the ratio 1/2 : ¼ :1/4** on the basis of ranking from the lowest evaluated tender onwards subject to matching the rate / rates of the lowest evaluated Tender. However, VSP reserves the option to order full tender quantity on one tenderer or on more than one tenderer from the lowest evaluated tenderer onwards, based on the response. The tenderer should quote for the full tendered quantity and should accept to supply full quantity. (pls refer Cl.no. 10 of Detailed Terms and Conditions of Rfx)

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

1.4.1 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 / electronically through VSP's SRM portal and part in sealed cover . https://srm.vizagsteel.com/** **(Pl. refer Cl. No. 8 of Annexure-II of Rfx.**	**10:30 AM on 20/08/2018**
Part B: Price Bid / Price RFX Response	**To be submitted online / electronically through VSP's SRM portal: https://srm.vizagsteel.com/**	**10:30 AM on 20/08/2018**

Date & Time of opening of Techno-Commercial Offer: After 10:30 AM on 20/08/2018.
Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

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

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

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

1.5.0 **EARNEST MONEY DEPOSIT (EMD) / BID BOND - VITAL**

1.5.1 Each tender shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (both subject to realization) drawn on any Scheduled Bank or in Electronic Mode and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam or BID Bond in the form of Bank Guarantee (as per the prescribed proforma at **Annexure –V** of the Tender Documents) established in favour of RINL for an amount of **Rs**.1,00,00,000/- (**Rupees ONE CRORE RUPEES only) is to be submitted prior to Opening of Part-A: Techno-commercial Bid. The bid bond in any other format shall not be considered. (Pls refer Cl.No. 8 of Annexure-II)**

1.5.2 The BID Bond as mentioned above should be established either in the form of Bank Guarantee issued by any of the Nationalized Bank or any standard scheduled Bank (whether situated at Visakhapatnam or outstation) **with a clause to enforce the same on their local branch at Visakhapatnam** or by way of Banker's Cheque or Account payee Demand Draft payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Indian Nationalized Banks) should however be from the branch located in Visakhapatnam only. The Bond established through Co-operative Banks are not acceptable. The Bid Bond should be valid for 180 (One hundred and Eighty) days from the actual date of tender opening.
Tenders received without EMD/ Bid bond of requisite value will be summarily rejected.

The BID BOND/BID MONEY shall be forfeited:

If a Tenderer withdraws or modifies their BID/offer during the period of BID validity specified by the Tenderer, or backed out from the offered terms and conditions which were agreed in their offer.

NOTE : The following are exempted from submission of EMD/BID MONEY

1) Central/State Public Sector Enterprises of India
2) Vendors registered with VSP for the tendered items.

3) SSI Units/Micro and Small scale enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the items(s)/item category of tendered items(s) for which the tenderer is registered with the respective authority.

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

1.5.3 Condition for availing benefit under purchase preference to local SSIs (MSEs) clause no. **1.9 (e)** of open tender notice & payment terms as per clause no. 4.0 of Ann-II by local micro & small entrepreneurs (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/Entrepreneur memorandum acknowledgement part-II issued by any of the following for the items/ item category for which they are registered for availing the relevant benefits.

(a) District Industries Centre of Visakhapatnam.
(b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e units located within 100 Km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centres.
(c) NSIC registered units falling within the above jurisdictions i.e. in (a) or (b) above.

1.6.0 Tenders will be accepted by the system up to **10.30 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.

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

1.7 All the Offers shall be evaluated on Landed Net of ITC (LNITC) basis arrived FOR VSP SITE per MT at L1 price.

1.8 **No of Sources: : 03**

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

a) To accept or reject the lowest tender or any other tender or all the tenders;
b) To accept any tender in full or in part;
c) To reject the offers not conforming to the tender terms and

d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines of RINL subject to submission of documents as stipulated at 1.5.3 of above.

Executive Director (MM)

SCHEDULE CUM MATERIAL SPECIFICATIONOF LIQUID OXYGEN IS:252-1991

ANNEXURE –I TO TENDER NO.Pur. 2100007803 dt.13/07.2018

Item Serial No: 10 ; Material Code : 6098000
Description: LIQUID OXYGEN,MIN 99.5% PURE
Quantity: 73000 MT.

A. SPECIFICATION:

1. PURITY : LIQUID OXYGEN MINIMUM 99.5% PERCENT.
2. TEST CERTIFICATE : REQUIRED.

B. SPECIAL INSTRUCTION:

1. Material shall be supplied as and when required by VSP.
2. Material to be delivered at site based on the requirement of VSP site, which shall be informed in advance of a week.
3. Parties shall supply the material in their own tankers at VSP site and unload into VSP storage vessels.
4. Material shall be supplied irrespective of Sundays or Holidays
5. Weight recorded at VSP weigh bridge or supplied invoice quantity or LR quantity which ever is lower shall be considered as the final.
6. Total material requirement at site by the three successfuly quoted parties shall be at the rate of 200 tons per day.
7. However, the actual supply quantity and dates shall be as per the requirement of VSP site and the actual requirement will be informed by VSP from time to time.
8. Material to be delivered at site based on the requirement of VSP site, which shall be informed in advance of a week.
9. Parties shall supply the material in their own tankers at VSP site and unload into VSP storage vessels making their own arrangements.
10. Material shall be supplied irrespective of Sundays or Holidays.
11. Weight recorded at VSP weigh bridge or supplied invoice quantity or LR quantity which ever is lower shall be considered as the final.
11. The party shall comply with all the statutory requirements mentioned in the SMPV rules.[static and mobile pressure vessels rules].
12.The truck should not carry any material other than liquid oxygen.
13. In case, there is any leakage in the liquid oxygen tanker, load tanker shall not be allowed for un loading.
14. The successful party shall supply bulk liquid oxygen road tankers of capacity minimum 15 MT.
15. Each lot of Liquid oxygen supply should be along with a test certificate of the product liquid oxygen from the manufacturer.

C. DELIVERY:

Signature of the tenderer

ANNEXURE -II To RFX No.2100007803 dt.13/07.2018

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**:

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 equipments, 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 In case the Supplier wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender / response in the (Part-A:Techno-Commercial Bid). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works and also the total quantity to be supplied from each of the Works.

2.1 The tenderers are requested to fill up the check list as at **Annexure – II** of the Tender document, along with Techno-Commercial bid.

2.2 INTEGRITY PACT - VITAL: The Tenderer is required to unconditionally accept the "Integrity Pact" as per the proforma at **Annexure – VI** of this tender document and shall submit the same duly signed along with his Offer. Submission of signed Integrity Pact by tenderer is a **VITAL** condition. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder:

Nodal officer :	IEM
Shri A Bhattacharya GM (MM-Purchase) Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Administration Building – 3rd Floor Visakhapatnam – 530031 Phone No : 0891-2518534 Fax No : 0891-2518753 E-mail: agnimitra@vizagsteel.com	**Shri Venugopal K Nair, IPS (Retd.)** Address: P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. **Contact numbers** : +91-484-2664223 09447500010 (Mobile) **E-mail** : vgknair@gmail.com
	Shri Siva Prasad Rao Address: Flat No. 4 H, South Park Apartment, Opp. HDFC Bank, Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No : +91 9908511188 Email Id : sivaprasadrao1950@gmail.com spr50@rediffmail.com

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

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

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

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

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

- Enter Basic price after clicking on 'Details' button under 'Items' Tab, Taxes and duties in 'Item Conditions' & and also answer the 'Questions' under 'RFX Information'. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors)**
- Please upload the '**Technical Specification**' (**Annexure-I** of VSP's Open Tender document), duly signed and stamped by the tenderer, as a token of acceptance of same. Signed and scanned copy of this document is to be uploaded in the C-Folder, by clicking on 'Technical RFX Response' (yellow button) available in your RFX Response screen. Refer Page nos. **38 to 43** of the user manual (**Awareness on e-tendering for Vendors).**
- Please go through page nos. **44 to 50** of the User Manual (**Awareness on e-tendering for Vendors) for submitting your RFX Response finally.**

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

Help Desk for SRM E-Procurement and E-Auction
1. **System related Queries :**
a. First Contact: **0891-2518646**, Shift In-charge, IT-ERP System Support Group
b. Second Contact: **1801425421124**, In-charge, SRM (works only from BSNL Landline or Mobile)
c. First Escalation**: +919701347736**, ARUN KUMAR S, Asst. General Manager (ERP)
d. Second Escalation: **+918500669882**, D RAMESH, Asst. General Manager (ERP)
2. **You can also write to :** srm_support@vizagsteel.com

For tender related queries, contact
G Appa Rao (+91 9866957888) or P Ramana Murty (+91 9701110500)
g_apparao@vizagsteel.com or prmurty@vizagsteel.com

3.1.1 **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 Metric Ton 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 actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier.

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 Metric Ton Only**. **Offer with**

variable price shall not be considered. **The prices shall remain firm and fixed during the tenure of the contract. (-- VITAL).**

3.1.2 **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.

iv) 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.

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.

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.

The tenderers are requested to fill up the check list as at **Annexure – IV** of the Tender document.

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

3.2.2 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.

3.2.3 Tenderer`s GST Reg. No. etc. is to be necessarily indicated in the offer (Material cum Specification sheet).

3.2.4 Tenderers are requested to submit /upload a **Blank Price Bid Proforma** prescribed at **Annexure-III** of tender document, duly mentioning the percentage of Goods and Service Tax (GST) and Freight amount (included / extra), along with Techno-Commercial Offer (Part-A). **However, the Basic Price and Landed Cost are to be left blank, as the prices will be submitted online through our SRM portal**.

4.0 TERMS OF PAYMENT:

4.1 100% payment shall be released against submission of GST Tax invoice/commercial invoice to Manager F&A, PB.I along with accepted GARN (Goods Acceptance / Rejection Note). The payment shall be released within 60 days from the date of receipt of material at site. The receipt of material at site shall be certified by zone and the same shall be incorporated in the GARN..

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. Any other mode of payment term will be suitably loaded while evaluating the tender other than credit payment.

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

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 tankers 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 **INSPECTION**:

The material shall be inspected at VSP site by taking random samples from each tanker which is final and binding.

6.2 **TOTAL REJECTION :** All deviations/rejections shall be informed to the Seller. The Seller is to ensure lifting of the rejected material within 30 days from the date of issue of such notice to the Seller. Payment, if any, made by the Company for the rejected material, shall be refunded forthwith

by the Seller. The Seller also has to ensure immediately supply of equivalent quantity of material as per order specifications to maintain material availability at plant.

6.3 **WEIGHMENT:**

The weight shall be recorded at VSP Weigh Bridge. The release of payment shall be restricted to the weight recorded at VSP Weigh Bridge or LR or the Invoice weight, whichever is lower. It is the responsibility of the supplier to take gross/tare/net weight of the material before leaving plant premises.

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

6.5 **PACKING &FORWARDING:** The material shall be supplied by the suppliers in their own tankers with valid statutory licenses.

6.6 TEST & GUARANTEE CERTIFICATE:

The Seller should submit Manufacturer's Test along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.

Replacement of defective materials shall be made free of cost (including duties in India to Seller's account) at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at their expenses.

6.7 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 (d) Weighment,
(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. Fulfillment of Pre-Qualification Criteria
d. Non-submission of Bid Money.
e. Acceptance of Integrity Pact.

8 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), Integrity Pact (Annx.VI of Rfx), Blanked price bid (Annx. III of Rfx), Check-list (Annx.-IV of Rfx), other documents/credentials, EMD/ Bid Bond, confirmations and deviations, if any.**

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 EMD (REFER CL.NO.1.5 OF OPEN TENDER NOTICE) AND 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 EMD and 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.2100007803 dt.13/07.2018 along with RFX response number."**

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

8.5 **Tenders will be accepted up to 10.30 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 ITC (LNITC) **basis per Unit**. **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.

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 (LNITC) 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 signed Integrity Pact.**
e) **Non-submission of EMD/Bid bond, wherever applicable**
f) **Offer in hard copy shall be rejected except EMD and Credentials as per Cl.No. 8 of Annx-II of Annx-A of Rfx**

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/omission/incompleteness is observed in the Price Bid submitted, a strict view shall be taken by RINL-VSP without any relaxation. Such Offers shall not be considered for evaluation and shall be summarily rejected 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 <u>Authorization</u>

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.

14.0 DEFAULT:

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

15.0 **LIQUIDATED DAMAGES:**

Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of the total order value.

16.0 **RISK PURCHASE:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 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.

17.0 **RECOVERY OF SUMS DUE:**

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

18.0 **RESPONSIBILITY:**

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

19.0 **TRANSFER AND SUB-LETTING:**

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

20.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION**:

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

21.0 **WAIVER**:

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

22.0 **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 off take 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 offtake 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.

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23.0 **ARBITRATION AND JURISDICTION:**

All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian

Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

22.2 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.

24.0 **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.

25.0 **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.

26.0 All other terms and conditions shall be as per Rfx's Detailed Terms and Conditions and VSP's G.C.C (General Conditions of Contract) for supply of material, available in VSP's website: www.vizagsteel.com (Click on "Tenders", Click on "MM Tenders" and Click on G C C)

ANNEXURE-III to Open Tender (ITT) / RFX No.2100007803 dt.13/07.2018

BLANK PRICE BID PROFORMA

1. Name of the Tenderer :
2. Address :

3.1 **Price break up**:

A	Basic price (Rs./MT)	XXXX
B	GST appl. percentage 'A'	XX%
C	Freight upto VSP Stores (Rs./ MT)	xxxx
D	GST appl. percentage 'C'	XX%
E	Landed cost (A + B + C + D) Rs./MT	XXXX

In case of supervision for erection, testing & commissioning, the applicable GST and Income Tax is to be stated separately.
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.
Successful tenderer making purchases shall be subjected to TDS provisions as per GST Act.

4. GST Number :

Tenderer`s GST Reg. No. etc. is to be necessarily indicated in the offer (Material cum Specification sheet).

Name and Signature of the Tenderer

P.S. The tenderer shall enclose the blank format of price bid along with Techno-Commercial offers except indicating the percentage of taxes and duties levied and shall give specific confirmation that except the data asked for in the price bid, no other information or condition is given in the price bid. Price bid should contain no caveat conditions. In case any other data not relevant is noted in the price bid, offer shall be summarily rejected.

ANNEXURE-IV to Open Tender (ITT) / RFX No.2100007803 dt.13/07.2018

CHECK LIST TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO - COMMERCIAL BID: PART-A OF OFFER

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY TENDERER: ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and Address of the Tenderer			
2	Quantity offered	To be confirmed as per Para **1.2** of tender notice of Annx-A of Rfx		
3	Technical specification	To be confirmed as per **Annx-I** of ITT		
4	Delivery schedule & Commencement of supplies	To be confirmed as per Para **1.3** of tender notice of Annx-A of Rfx		
5	Payment terms	To be confirmed as per Clause **4** of Annx-II of Annx-A of Rfx		
6	Bid Bond / EMD	To be confirmed as per Cl. 1.5.0 of tender notice of Annx-A of Rfx		
7	Price Basis	To be confirmed as per Cl. **3.1.1** of Annx-II of Annx-A of Rfx		
8	Price firmness	To be confirmed as per Cl. 3.1.1 of Annx-II of Annx-A of Rfx		
9	Insurance	To supplier's account		
10	Validity of Offer	To be confirmed as per Cl. 5 of Annx-II of of Annx-A of Rfx		
11	Liquidated damages	To be confirmed as per Cl 15 of Annx-II of of Annx-A of Rfx		
12	Default	To be confirmed as per Cl. 14 of Annx-II of Annx-A of Rfx		
13	Risk Purchase	To be confirmed as per Cl. 16 of Annx-II of Annx-A of Rfx		
14	Arbitration & Jurisdiction	To be confirmed as per Cl. 23 of Annx-II of Annx-A of Rfx		
15	Force Majeure	To be confirmed as per Cl. 22 of Annx-II of Annx-A of Rfx		
16	Evaluation of Offers	To be confirmed as per Cl. 9 of Annx-II of Annx-A of Rfx		
17	Other T&C of Rfx & Rfx's Detailed terms and Conditions & GCC	To confirm acceptance		
18	Submission of Cenvatable documents	To confirm acceptance as per Cl. 4.3 of Annx-II of Annx-A of Rfx		
19	Signing of Integrity Pact	To confirm as per Cl. **2.4** of Annx-II of Annx-A of Rfx		

……..
Signature and Name of the Tenderer

Annexure-V

ANNEXURE-V TO TENDER NO. Pur. 2100007803 dt.13/07.2018

PROFORMA OF BANK GUARANTEE FOR BID BOND .

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant,
Admn. Building,
Visakhapatnam-530 031.
INDIA.

Bank Guarantee No.---------- dt.

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. **2100006835 dt. 14/03/2018** (hereinafter referred to as the said Invitation to Tender) for purchase **CAUSTIC SODA (LYE) GRADE RAYON 46-50% (on 100% basis) as per IS-252 1991** the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for (**) Rs. ……. and valid upto ……. as guarantee that the tenderer shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One Hundred and Twenty) days from the date of opening of tenders.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of **CAUSTIC SODA (LYE) GRADE RAYON 46-50% (on 100% basis) as per IS-252 1991**on the basis of (**)FOR VSP Site.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur (**) **Rs**. 1**7,50,000** (**Rupees Seventeen lacs fifty thousands only)**.

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

We, ..…… (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer and/ or RINL.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at …….. (Address of local branch at Visakhapatnam).

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force up to 180 days from the due date of opening the tenders.

For and on behalf of

_____

(Name of the Bank)

Signature
Name
( )

Duly constituted attorney and
authorised signatory

Designation :

Name and Address of the Bank

** - To be modified based on the source of supply i.e., Indigenous or Import.

ANNEXURE- VI to Open Tender (ITT) / RFX No.2100007803 dt. 14/03/2018

INTEGRITY PACT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as **"The Principal"**,

And

…… hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **supply of CAUSTIC SODA(LYE) GRADE RAYON 46-50% IS:252-1991 (ON 100% BASIS) in response to Open Tender ITT / RFX No.2100007803 dt. 14/03/2018** . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor(IEM) by name, from the panel of IEMs, at the tender stage, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/contractor(s):

(1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

(1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

(3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

(5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.

(6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

(2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the CVO of RINL.

Section 8 – Independent External Monitor(s)(IEM(s)):

(1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,

(2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.

(4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

(5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.

(6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.

(9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.

(10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

(1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

(1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

_____ _____

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal)

Place: _____

Date: _____

Witness 1: _____

(Name & Address)

_____

Witness 2: _____

(Name & Address)

_____

ANNEXURE- VII to Open Tender (ITT) / RFX No.2100007803 dt. 14/03/2018

	FORMAT FOR FURNISHING SUPPLIER DATA	
1	**Supplier Code**	
2	**Name of the Unit**	
3	**Communication Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	**Registered Office Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	**Works Address: street / city**	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organization only)	
7	Constitution of the Firm	Private Ltd./ Public Ltd./ Partnership/ Prop.
8	Status of the Firm	Micro / Small / Medium / Large scale /Dealer / Trader.
9	Name & Designation of CEO / Director/ Proprietor	
10	**Sales Tax Registration:**	
	a) CST/State Sales Tax	
	b) Regn. No. & Date	
11	**VAT Registration :**	
	a) VAT Supplier/Dealer - TIN	
	b) TOT Supplier/Dealer - GRN	
	c) Un-Registered Supplier/Dealer	
12	**Excise Registration:**	
	a) ECC Code :	
	b) ECC Zone :	

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:	
	2013 - 2014 :	
	2014 - 2015 :	
	2015 - 2016 :	
	b) Turnover	
	2013 - 2014 :	
	2014 - 2015 :	
	2015 - 2016 :	
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)