

RASHTRIYA ISPAT NIGAM
LIMITEDVISAKHAPATNAM STEEL
PLANT VISAKHAPATNAM-530
031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
ADMINISTRATION BUILDING (3rd
FLOOR)VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

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SHORT OPEN TENDER NOTIFICATION

**Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no. 2100019047/
Transportation/Iron Ore dtd. 04.04.2024**

Sealed tenders are invited for appointment an agency for Transportation of Iron Ore Tailings from M/s. SAIL's Barsua Mine to Barsua Railway siding, stacking , Loading in to Railway Wagons and covering of loaded wagons with Tarpaulin as per railway guidelines for its onward dispatch to VSP.

Last date & time for submission of Offers: 18.04.2024 by 1030 Hrs (IST)

Sealed e-Price Bids to be submitted electronically through VSP's SRM portal:
<https://srm.vizagsteel.com/> before the due date & time mentioned above

Tenderers/Bidders who are interested to participate in this tender can download the tender document from our Website: www.vizagsteel.com (Route path: MM > 'MM Tenders' > 'Tenders' at last bullet point) and submit their Offer before **1030 Hrs (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading our tender document, the same shall be sent free of cost by email on written request from the tenderer.

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

- GM(MM)I/c

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

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**Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/Transportation/Iron Ore dtd. 04.04.2024**

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

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Sealed Tenders are invited electronically through VSP's SRM Portal for appointment of an agency Transportation of Iron Ore Tailings from M/s. SAIL's Barsua Mine to Barsua Railway siding, stacking , Loading in to Railway Wagons and covering of loaded wagons with Tarpaulin as per railway guidelines for its onward dispatch to VSP

Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no. 2100019047/
Transportation/Iron Ore , dtd. 04.04.2024

1.0 General:

- 1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) invites bids electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> for "Appointment of agency for Transportation of Iron Ore Tailings from M/s. SAIL's Barsua Mine to Barsua Railway siding, stacking, Loading in to Railway Wagons and covering of loaded wagons with Tarpaulin as per railway guidelines for its onward dispatch to VSP.

2.0 TENURE AND QUANTITY:

2.1 Quantity :

Coal Company &Source	Name the Railway siding	Item No	Description of work	Quantity (MT)
SAIL Barsua Mine	Barsua (BXF)	1	Transportation of Iron ore Tailings/ Tailings etc from M/s SAIL Barsua Mines to Barsuan Railway siding and loading in to Railway wagons for its onward dispatch to VSP	70,000
		2	Covering of Loaded wagons with Tarapaulin Sheets	70,000

- 2.2 The above quantities are only indicative and are subject to wide variation depending on actual requirements of RINL and allotment of quantities by SAIL. No claim whatsoever on this account shall be entertained.
- 2.3 **Tenure:** The tenure of the contract will be for a period of **180 days** commencing from the date of issue of LOA/Order. However, RINL/VSP reserve the right to extend the tenure up to a period of 90 days beyond the contracted Tenure without any additional financial implication to RINL/VSP.

3.0 Brief Scope of Work:

- a. RINL shall inform the allotted quantity of Iron Ore Tailings by SAIL to the CONTRACTOR.
- b. On placement of rake indent by RINL and receipt of dumping clearance against the same, contractor shall make all necessary arrangement for placement of sufficient number of trucks at SAIL mines loading point, coordinate with railway siding for shifting and dumping/stacking of material at siding and further loading of wagons as per the Railway guidelines. Contractor shall ensure dispatch of rake to RINL.
- c. Detailed Scope of Works is at **Annexure – II** of this tender document.

4.0 Pre –requisite qualifications to the tenderers

4.1 RINL-VSP is looking out for agencies, who can meet the following eligibility criteria, to take up the subject job. (Pre-Qualification Bid should contain the following).

- a) Bidder should have Average annual financial turnover during the last 3 years ending with 31st March of previous financial year should be at least of Rs 58.59 lakhs excluding GST.
- b) Bidder shall furnish Relevant documents in support of (a) above i.e. copies of Annual reports (Balance Sheet, Profit & Loss account and Audited balance sheets) duly certified by the Chartered Accountant.
- c) Bidder should have experience of having successfully executed one similar work of value not less than Rs 97.65 Lakhs excluding GST during last five (5) years ending last day of month to the one in which NIT is issued.

Similar work means: Transportation work including loading and un-loading of Earth /Sand/ Cement/ Limestone/ Timber/ Tar-Bitumen/ Coal/ Bricks/Iron Ore /Iron Ore Fines/Tailings/ Iron Ore Lumps (CLO), etc. using mechanical equipment's and experience in Loading and Leveling to Railway Wagon).

- d) Relevant documents in support of execution/completion from Order issuing authority along with the copy of work orders and their corresponding completion certificates must be submitted.
- e) The tenderer should have an office with communication facilities such as Telephone, e-mail etc. at the loading point and near to SAIL Mines (Barsua Mines) or shall give an undertaking that they will establish office with all communication facilities within 30 days of issue of LOA.

4.2 NOTE:

- i) The tenderers are requested to submit documentary evidence in support of the above along with the Pre-qualification Bid.
 - ii) VSP reserves the right to verify the certificates / inspect the premises of the tenderer in support of their eligibility criteria. In case any of the certificates are found to be not correct, the offer submitted by such tenderer shall be summarily rejected.
 - iii) If it comes to the notice of RINL at any stage from request for tender document that any of the certificates / documents submitted by applicants 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. 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 Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.
- 5.0 **Bid-Securing Declaration (BSD):** Each tender/Offer shall be considered only if Bid declarations is submitted along with or prior to opening of Techno-Commercial unpriced Bid.
- 6.0 **TENDER DOCUMENTS :** Tenderers who are interested in participating in the tender can download the tender documents from RINL – VSP’s website : www.vizagsteel.com and submit their offers before 1030 Hrs (IST) of the last date for receipt of tender as per the instructions given in the tender document.
- 7.0 **The Electronic Techno-Commercial unpriced Bid should contain the following documents:**
- (i) Covering Letter of Offer, on the Letter head of tenderer/bidder, duly signed.
 - (ii) Bid Security Declaration duly signed and stamped. **Annexure-V**
 - (iii) **Annexure-II** - Scope of Work and Terms & Conditions to this RFx, duly signed and stamped, as a token of acceptance.
 - (iv) Complete tender document, duly signed by the tenderer on all pages, as a token of acceptance.
 - (v) **Annexure-III** (Blank Price Bid), duly filled & signed.
 - (vi) Supplier details, as per Annexure-VII, duly filled and signed.
 - (vii) Documentary evidence of Pre –requisite qualification (PQC), as per clause No.4.0 above.
 - (viii) CREDENTIALS of the tenderer/bidder, as per Clause 1.0 of **Annexure-I** of this RFx.
 - (ix) Letter of Undertaking w.r.t GST compliance as per Clause 8.0 of **Annexure-II**.
 - (x) **ANNEXURE-IV : CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH TECHNO-COMMERCIAL UNPRICED BID**

(xi) Authorization certificate/Power of Attorney for signing the BID Security/Tender documents

- 7.0 In case of any contradiction between the terms & conditions of this Open Tender document (uploaded and available in VSP's website www.vizagsteel.com), and the terms & conditions of NIT/RFX document (downloaded by clicking on Print Preview in e-RFX in SAP-SRM), the terms & conditions of this Open Tender document (available in VSP's website) shall prevail.
- 8.0 At any time prior tender opening date, VSP may for any reason modify the tender terms and conditions by way of Corrigendum. Such Corrigendums, if any, will be notified on RINL's website. Therefore the tenderers should visit RINL's website regularly for Corrigendums, if any issued by RINL.
- 9.0 Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:
- a) To accept or reject the lowest tender or any other tender or all the tenders;
 - b) To accept any tender in full or in part;
 - c) To reject the offers not conforming to the tender terms and
 - d) To accord Purchase Preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
 - e) To accord Purchase Preference to eligible MSEs as per prevailing Government Guidelines.

General Manager (MM)I/c.

**ANNEXURE -I to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/ Transportation/Iron Ore , dtd. 04.04.2024**

INSTRUCTIONS TO TENDERERS

1.0 ENLISTMENT OF VENDORS FOR PARTICIPATING IN THE TENDER :

1.1 Tenderers intending to participate in the subject NIT/RFX needs to be enlisted as a Vendor in RINL.

1.2 In case any agency presently NOT enlisted with RINL / VSP intends to get enlisted as an approved vendor against the subject NIT/RFX, the agency has to furnish copies of the following documents separately in a sealed envelope super scribing **“CREDENTIALS” and VSP’s NIT/RFX no. & date**, along with Techno-Commercial unpriced Bid (Part-A):

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

(or)

Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer/ Agent /Trader 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 deeds in case of Proprietary / Partnership firms.

iii) Notarized copy of Excise registration, (CST/VAT registration) and **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.

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

v) Self-certified copies of Purchase orders / Contracts for the same or similar tendered item/s.

vi) Self-certified ISO certificate, if any.

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

a. Details of Manpower & Machinery (Self Certified).

b. Details of Testing & Inspection facilities available (Self certified).

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

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL / VSP. The tender/Offer of non-enlisted vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) or RINL/VSP finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 Instructions to Tenderers for submission of Sealed e-Price Bids, participation in Reverse e-auction, and Evaluation Criteria of Tender:

2.1 In case of submission of Techno-commercial bid in the physical Sealed bid format and Price bid in the Electronic format :

2.1.1 The detailed Offer together with its enclosures should be submitted as Part-A: Techno- Commercial Bid in a sealed envelope. **Part-A** should contain all details on technical specifications, commercial terms & conditions, other documents/ credentials, confirmations and deviations, if any.

2.1.2 **Part-B: e-RFX Response (Sealed E-Price Bid) to be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time.**

2.1.3 Each page of the Offer (Techno-Commercial unpriced Bid) should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

2.1.4 Each page of the Offer (Techno-Commercial Bid) should be signed by the authorized officer(s) of the Tenderer.

2.1.5 The Techno-Commercial Bid together with its enclosures should be placed in an envelope which should bear the following superscription: "Part-A: Techno-Commercial Bid in response to **Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no. 2100019047/ Transportation/Iron Ore Tailings, dtd. 04.04.2024.**

2.1.6 The Sealed envelope referred above should be addressed to "General Manager (MM) I/c , Administration Building – 3rd Floor, Material Management Dept. (Purchase), Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India". The name and address of the Tenderer should be mentioned on all the sealed envelopes.

2.1.7 Sealed Tenders/Offer will be received up to **1030 Hrs. (IST)** on ***** Techno-

Commercial unpriced Bid of the Offer (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present. RFX Responses submitted by the bidders through VSP's SRM Portal shall also be opened in SAP-SRM on the same day of opening of physical Techno-Commercial Bids. However, the Sealed E-Price Bids (Price RFX Responses) shall be opened after technical and commercial evaluation of the Offers received. The date and time of Sealed E-Price bid opening and Live Auction in SAP-SRM (likely on same day or consequent days) shall be intimated in advance to the tenderers whose Offers are found technically and commercially acceptable to VSP.

2.2 In case of submission of both Techno-commercial bid and Price bid in the Electronic format :

2.2.1 RINL is employing **SAP-SRM 7.0** for Electronic Tendering System. E-RFX Response containing **Sealed E-Price Bid** is to be submitted electronically through VSP's SAP-SRM portal <https://srm.vizagsteel.com/>. User Manual is available in our portal (under **Ready Reckoner**) and the Key Steps for submitting e-RFX Response are given at para 3.0 of **Annexure-I** of this tender document. All 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 registered 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 e-RFX Response).

2.2.2 Offers should be submitted in two parts as follows:

	Form of submission:	Due date & time
Part A: Techno-Commercial unpriced Bid along with EMD / Bid Bond in original	The bid may also be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ . In case of electronic submission, "Techno-Commercial Unpriced Bid" along with required documents are to be uploaded in the Tech_Bid of C-Folder, by clicking on 'Technical RFX Response' (yellow button) available in your e-RFX Response screen. Refer page numbers 19 to 22 of the "User Manual for e-tendering". However, the original documents need to be forwarded by post/ courier so as to reach RINL/VSP at the earliest.	1030 Hrs IST on *****
Part B: e-RFX Response containing Sealed e-Price Bid	To be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/	1030 Hrs IST on *****

2.3 Date & Time of opening of Offers: **After 1030 Hrs IST on *****.**

2.4 **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.

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

However, other than the price, the answers of bidders to RFX Questions and the document(s), if any uploaded by the bidders in e-RFX Response through VSP's SAP-SRM portal shall also be considered as part of Techno-Commercial Bid only.

- 2.6 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. RINL reserves the option of conducting the SRM Live Auction with '**Auto Start Price**' or '**Manual Start Price**' or '**No Start Price**'. In the e-auction, the bidders would be required to bid prices **only on LNIP** (Landed Net of Input Tax Credit Price) **basis**.
- 2.7 After the Live Auction is completed, price comparative statement is generated by the system considering the RFX Response Prices and Reverse Auction prices. Placement of order shall be considered on the TA & CA lowest L1 price (LNIP) so arrived.
- 2.8 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. RINL-VSP reserves the right to open the original Offer along with revised Offer(s).

3.0 **SUBMISSION OF OFFERS:**

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

Open RINL-VSP's SRM Portal <https://srm.vizagsteel.com>

"User Manual for e-tendering" and "User Manual for e-reverse auction" available in home page of VSP's SRM Portal under **Ready Reckoner** are in general applicable for all e-tenders of VSP and shall guide you for participating in RINL e-Tenders. 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 who are not having vendor code allotted by VSP 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. **1 to 4** of the "User Manual for e-tendering" for log-

in help.

- After logging in, Click on “RFX and Auctions” tab
- Click on ‘All(1)’ against ‘e-RFXs’ and Click on ‘Refresh’. 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 to download all the RFX documents uploaded by VSP.
- Please do not log-off the C-folder. Only close it all times. Refer page numbers **5 to 8** of the “User Manual for e-tendering”
- After going through VSP’s RFX documents and RFX parameters, Vendor may decide whether to participate or not in this RFX.
- 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 **per Ton** after clicking on ‘Item data’ tab under ‘Items’ Tab, applicable Taxes and duties in ‘Item Condition’ & and also answer the ‘Questions’ under ‘RFX Information’. Refer page numbers **11 to 18** of the “User Manual for e-tendering”.
- 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 numbers **19 to 22** of the “User Manual for e-tendering”.
- Please go through page nos. **23 to 27** of the “User Manual for e-tendering” for submitting your RFX Response finally.

SRM LIVE AUCTION (REVERSE E-AUCTION): “User Manual for e-reverse auction” available in home page of VSP’s SRM Portal under **Ready Reckoner** may please be

followed to participate in SRM Live Auction.

Help Desk for SRM E-Procurement and E-Auction

1. IT & ERP system related Queries :

- a. First Contact : **+91 9701347736**, Mr. S ARUN KUMAR, Asst. General Manager (IT & ERP)
- b. Second Contact : **+91 9701347881**, Mr. M VINAY KUMAR, Sr.Manager (IT & ERP)
- c. You can also write to : erphelpdesk@vizagsteel.com

2. For tender related queries, contact

Mr. A R V Apparao(+91 9701347688) arvapparao@vizagsteel.com;
Mr. Arun Prakash Surin (+91 7674929269) apsurin@vizagsteel.com
;Mr. R K Suman (+91 7989548504) rksuman@vizagsteel.com

4.0 QUOTING OF PRICE(S):

- 4.1 The Tenderer have to quote for both the line items separately as specified in the tender document. However the evaluation of offer shall be on totality LNIP cost basis not on individual item basis. It is to be noted that in case no service charge is quoted for any of the items, the offer shall be considered incomplete and accordingly the offer shall be rejected.
- 4.2 Price for carrying out the jobs of Rake indenting, Transportation of Iron Ore Tailings from M/s. SAIL's Barsua Mines to Barsua Railway siding, stacking and Loading in to Railway Wagons and covering of loaded wagons as per the railway guidelines is to be quoted in Rupees per ton in the e-RFX Response (Sealed e-Price Bid). Applicable duties and taxes (including GST), if any, are to be indicated separately in the item conditions of e-RFX Response and also in **Annexure- III (Blank Price Bid)**.
- 4.3 No revision in the price (s), terms and conditions quoted in the offer will be entertained after tender opening date, unless and until asked for RINL-VSP.
- 4.4 The price quoted shall remain firm till completion of contract.
- 4.5 However, prices in Reverse e-Auction shall be quoted on LNIP basis only, for which calculation/ illustration shall be provided by RINL before e-auction.

5.0 EVALUATION:

- 5.1 After the Live Auction is completed, price comparative statement is generated by the SAP-SRM system considering the e-RFx Response (Sealed e-bid) Prices and Reverse Auction prices. All the Offers shall be evaluated on overall Landed Net of Input Tax Credit Price(**LNIP**) basis to arrive at L1 price. Placement of order shall be considered on the TA & CA lowest overall L1 price (LNIP) so arrived.
- 6.0 **Number of Sources: 01 (One).** The tendered quantity shall be sourced from One Techno - commercially acceptable tenderer.

7.0 **GOODS & SERVICE TAX (GST):**

- 7.1 Tenderers from India should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Refer Clause **8.0 of Annexure-II**. Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST. Also, the tenderers from India shall indicate the HSN/SAC code of the item offered and GSTIN Number in the Techno-Commercial Bid and also in the Invoice, in the event of order placement.
- 7.2 Tenderer's GST. no. etc are to be necessarily indicated in the Offer.
- 7.3 Wherever the tenderers quote GST as NIL or at concessional rates (being SSI/MSE Unit or due to some other privilege available on the date of Offer) but reserves the right to charge at actuals on the date of dispatch, suitable loading would be done with maximum GST Rates as applicable.
- 7.4 Tenderers are requested to submit a Blank Price Bid Proforma prescribed at Annexure-III of tender document along with Techno-Commercial Offer (Part-A). However, the Basic Price, and Total Cost are to be left blank, as the prices will be submitted online through our SRM portal.

8.0 **TERMS OF PAYMENT:**

- 8.1 100% value of the service rendered shall be made against submission of invoices in triplicate along with original RRs/ e-RRs on 60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of proof of documents) from the date of receipt of material to RINL.
- 8.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.
- 8.3 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.
- 8.4 **In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers.** The general 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. Since the deviations that might be stipulated by the tenderer cannot be foreseen. RINL/VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL/VSP are acceptable and shall have financial implications to RINL/VSP.
- 9.0 **CURRENCY AND UNIT OF WEIGHT:** The price offered per Metric Ton for Transportation of Iron Ore(Fines/ Tailings) from M/s. SAIL's Barsua Mines to Barsua

Railway siding, stacking and Loading in to Railway Wagons. (Detailed Scope of work as per Annexure-II of tender) should be in Indian Rupees (INR) only.

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

11.0 OFFER VALIDITY:

11.1 Each tenderer shall keep his Offer firm and valid for acceptance by RINL for a period of **90 (Ninety)** days from the **actual** date of opening of tenders/Offer i.e. Techno-Commercial unpriced bids. Offer comprises of Techno-Commercial Bid, e-RFX Response containing sealed E-Price Bid submitted through VSP's SAP-SRM portal, subsequent technical and commercial clarifications/confirmations, if any, Bids submitted in Reverse e-auction (SRM Live Auction) and revised/reduced price in subsequent price negotiations, if any.

12.0 PERFORMANCE GUARANTEE BOND:

12.1 The successful tenderer should submit Performance Guarantee so as to be received in the office of Deputy General Manager (MM-Purchase), RINL-VSP within 30 (Thirty) days from the date of LOA (Letter of acceptance) to Tender.

12.2 The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma appended to this tender document as Annexure -V, for **an amount covering 5% (Five percent) of the value of the contract (including GST) awarded**. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

12.3 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation with a clause to enforce the same on their local branch at Visakhapatnam. If the bond is issued by any scheduled bank (other than Indian nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

12.4 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the employer (RINL-VSP) under the terms & conditions of Acceptance to Tender i.e the Contract agreement.

12.5 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and

conditions and all other documents referred to in the Acceptance to Tender / Letter of Appointment and the Contract.

- 12.6 The tenderer shall also ensure the following while submitting the PG

Bond: Stamp paper shall be obtained in the name of the bank issuing PG.

Date of sale of Stamp paper shall be prior to date of PG.

PG shall bear the Number, date and seal of the Issuing bank.

PG shall be signed by the Officers on all pages with name, designation & code.

PG shall contain a foot note "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / higher authority (Name & Address)".

- 12.7 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of **120 (One hundred and twenty) days** from the date of conclusion of contract.

- 12.8 In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.

- 12.9 **Release of Performance Guarantee Bond:**

Performance Guarantee Bond shall be released after 90 days from the date of conclusion of contract subject to clearance from actual user. The agency so appointed for loading Supervision Jobs shall submit a certificate to the effect that they have no claim(s) against the RINL / VSP under the Contract.

However, if any of the Bills submitted by the agency so appointed for loading Supervision Jobs for the works done / obligations discharged as per the contract, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner

" I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the Contract No. for the work, except to the extent of the bills mentioned hereinafter".

- 13.0 COMPLETENESS OF THE TENDER:**

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

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

- 14.0 **STATEMENT OF DEVIATIONS:**

- 14.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. Each tenderer shall give an undertaking along with his Offer confirming his acceptance to all the terms and conditions of the Tender document & GCC, except the deviations specifically mentioned in their offer.
- 14.2 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:
- a) Scope of Work (b) Performance Guarantee Bond (C) Liquidated Damages (D) Risk Purchase, (e) Arbitration and Jurisdiction
- 14.3 Offers which deviate from the Vital conditions (as illustrated below) of this 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, if applicable.
- 14.4 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.

15.0 PUNITIVE ACTIONS:

- 15.1 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.
- 15.2 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.** Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

- 15.3** 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.
- 15.4** 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.
- 15.5** 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 Contractor / Agency(s).
- 16.0 Right to accept/reject Offers:**
- 16.1** RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.
- 17.0 Authorization**
- 17.1** Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender opening at RINL/VSP.

**ANNEXURE-II to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/ Transportation/Iron Ore dtd. 04.04.2024.**

SCOPE OF WORK AND TERMS & CONDITIONS

1.0 Scope of Work :

- 1.1 RINL shall inform the allotted quantity of Iron Ore Tailings by SAIL to the CONTRACTOR.
- 1.2 The CONTRACTOR shall arrange necessary clearances from M/s. SAIL Mines/Forest department/DDM, Odisha for transportation of material from Mine head to Railway siding.
- 1.3 The contractor shall co-ordinate with all related agencies viz. designated officials of the Suppliers (SAIL) at the Mine head for lifting of the material from the cargo lot allotted and carry out the weighment at the weigh bridge at the mine head. Duplicate copy of the weighment slips issued at the weighbridge for every truck used for transportation of RINL material shall be collected by the CONTRACTOR and the same has to be handed over to RINL/RINL representative.
- 1.4 The CONTRACTOR shall place sufficient number of trucks / dumpers/ loaders and required manpower for taking delivery of the total quantity allotted within the validity period as stipulated in the contract and transport the same to nearest Railway siding. The CONTRACTOR shall make payments of all charges applicable for the movement of trucks/dumpers/loaders for shifting the cargo from Mine head to the Railway Siding.
- 1.5 The Contractor must ensure the perfect workable condition of each Equipment / Vehicle to be deployed. The Vehicle should have all the necessary documents issued by RTO, registration certificate, Insurance, permit, fitness certificate etc. shall submit the same at weighbridge/security/stores. Contractor will be held responsibility for any liability at en-route including that of third party and no detention charges of trucks will be accepted.
- 1.6 The Contractor shall ensure that the Trucks and Loaders shall be operated by experienced operators with valid driving / operating license wherever necessary, and the copies of the same shall be handed over to the Mines Manager/authorized person for verification.
- 1.7 The Contractor shall ensure that there is no pilferage/spillage of cargo while transportation from the Mine head to the Railway Siding.

- 1.8 The CONTRACTOR shall make payments of applicable charges / dues, if any, to Road Transport Authorities of Odisha State Government for transportation of the material from the mine head to Railway siding by road.
- 1.9 Upon arriving at the Railway siding, the CONTRACTOR shall arrange for weighment of the trucks before stacking of the material. Duplicate copy of the weighment slips are to be handed over to RINL/RINL representative.
- 1.10 Provision of qualified staff at mines head weight bridge to draw & print documents, supervision of lorry movement receive the same at siding and submitting the same to railway staff and forest are essence and shall be arranged by contractor
- 1.11 All trucks should carry the required permits, forest form weigh bridge challans and statutory documents as required to follow the DDM rules .
- 1.12 The Contractor, at own responsibility, cost and risk shall make field visit to Mines and its surroundings and also concerned Railway siding stockyard to ascertain the field conditions before quoting the bid. Disputes in this regard will not be entertained at a later date. In case of any disputes, the work assigned to the Contractor shall not be interrupted at any point in time.
- 1.13 RINL may depute its authorized representative to witness the transportation of material allotted by the supplier (SAIL) and in such case the CONTRACTOR shall extend co-operation.
- 1.14 The CONTRACTOR shall make payments of all charges to Railways, if any, for handling the material at the Railway siding.
- 1.15 The CONTRACTOR shall keep RINL indemnified of any penalties / costs with respect to the accidents/ loss of life/major-minor injuries/ breakdown /transshipment, costs that may be levied by statutory authorities etc., in the course of handling the material from mine head till loading of the rake.
- 1.16 The CONTRACTOR shall be thoroughly conversant with the requirements to perform the jobs against this tender uninterruptedly during the CONTRACT period and shall comply with the rules and regulations of the respective State Government Mining and Road Transport Authorities etc., procedures, systems, circulars and other statutory requirements prescribed by Pollution Control Board and other related Statutory Authorities etc., as may be applicable from time to time.
- 1.17 All the equipment / vehicle shall be insured and the insurance shall be in force all the time during the currency of the contract at the cost of Contractor. In case of any accidents to the equipment / vehicle inside or outside the mine, all the legal formalities for getting any type of claims or for payment of claims are to be arranged by the Contractor only at his own cost.
- 1.18 The CONTRACTOR is deemed to have assumed all the responsibilities for the proper execution of the entire work from the time of issue of Contract Copy issued by

Employer and handed over to the CONTRACTOR by RINL through e-mail/Postal/manually for handling, transportation and till loading of the entire quantity of material into the rakes consigned to RINL.

- 1.19 Even though, Contractor meets the qualifying criteria, Contractor and its bid is liable to be disqualified if Contractor has made misleading / false representations / suppressing the information in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- 1.20 If the Contractor is involved in any litigation, the same must be disclosed and made known to RINL. Further, as a result of any such litigation, the transportation and loading work is discontinued; it shall be called for a disqualification.
- 1.21 Contractor shall be solely responsible for any accident to / by the equipment / vehicle deployed or any accident to any personnel or the staff or workers deployed or of RINL or any others during the operation of the contract. All the claims or compensation towards such accident shall be settled by the Contractor. RINL shall not be responsible for any such compensation/claims.
- 1.22 In case of more number of Rakes are allotted in any day, in such cases, the Contractor shall provide additional Trucks, Machineries and crew for transportation and Loading Wagon within stipulated period.
- 1.23 The material loaded to the trucks should be covered with tarpaulin duly tied with rope during transit.
- 1.24 The Contractor ensures that no material hillocks are made and loads should be well within side wall of the trucks to avoid any pilferage.
- 1.25 The CONTRACTOR shall obtain necessary clearance/Permission from Railway authority for dumping Iron Ore Tailings on Railway siding before 24 hours of arrival of Railway Rakes.
- 1.26 RINL shall arrange for necessary payment towards the Wagon Registration Fee (WRF) charges and the RINL shall be responsible for placement of Railway Indents and CONTRACTOR shall ensure timely placement of rakes.
- 1.27 The CONTRACTOR shall obtain clearance from SAIL in advance before placement of vehicles for loading of the material, duly following the rules & regulations of the concerned Authorities like M/s. SAIL, State Government and Railways etc.. while transporting the material from M/s. SAIL's Barsua Mines to Barsua Railway Siding.
- 1.28 The CONTRACTOR shall transport the Iron Ore Tailings without any spillage, unload and stack at the Railway siding.

- 1.29 The CONTRACTOR shall ensure safe custody of the Iron Ore at the Railway siding.
- 1.30 On placement of the Rake, the CONTRACTOR shall arrange for cleaning of foreign material, if any, in all the wagons to avoid contamination of the Iron Ore . Also, all the wagons and doors are to be checked for any damages and are to be properly packed with old polyethylene / gunny bags to avoid transit loss.
- 1.31 The CONTRACTOR shall load the Iron Ore to the railway wagons as per the permissible carrying capacity of the wagons in accordance with the Railway rules and ensure that there is no incidence of under loading / over loading.
- 1.32 The CONTRACTOR shall complete the wagon checking, packing if required and loading of the material within the free time allowed by the Railways to avoid payment of any detention charges from the Railways
- 1.33 The CONTRACTOR shall ensure that the material stacked at the siding area is completely dozed and loaded on to the wagons and that no material is left over at the siding.
- 1.34 The material loaded to the wagons should be covered with tarpaulin duly tied with rope during transit as per the railway guidelines.
- 1.35 The CONTRACTOR shall co-ordinate with concerned Railway Siding station until the Rake leaves nearest railway station in order to check if any excess weight is observed en- route by the Railways. If excess weight is observed en-route, the contractor shall ensure that adjustment of the same is done as per the direction of the railway siding. In case the rake is stabled (stopped) on the way due to excess weight/quantity, same has to be cleared immediately and sorted out with Railways and other related departments etc.
- 1.36 The CONTRACTOR shall collect original RR from the Railways, Invoice and analysis reports from SAIL. The rake wise documents shall initially be scanned and forwarded by e-mails to arvapparao@vizagsteel.com; apsurin@vizagsteel.com; anmrhao@vizagsteel.com and forward the original documents to Dy. General Manager (Raw Materials), Raw Materials Department, Rail Bhavan, Visakhapatnam Steel Plant, Visakhapatnam-530 031 by Speed Post under acknowledgement.
- 1.37 Contractor shall responsibility for all statutory check post compliances and penalty will be borne by Contractor. In case fails to submit the documents and also to place GPS fitted lorry/truck for loading & submit GPS tracking compliance/report.

2.0 SHORTAGES:

- 2.1 All efforts shall be made to ensure that the total quantity lifted at the Mine head is loaded on to the rakes consigned to RINL.

2.2 Quantity: For payment

The payment shall be considering the Cumulative of the weight as per Mine head truck wise weightment slips or cumulative Railway Receipt (RR) Quantity whichever is lower.

- 2.3 **Penalty for Shortages:** In case of difference in quantity between cumulative of the weights as per the Mine head truck wise weighment slips and cumulative RR quantity, the following penalty structure is applicable.

Shortage	Penalty
0-0.5%	Nil
0.5%-1%	10 % of the Service Charges
1%-1.5%	25 % of the Service Charges
1.5%-3%	50 % of the Service charges
Above 3%	Value of shortage material to be deducted from the bills payable for the short received quantity beyond 3%

- 2.4 The contractor shall transport the allocated quantity and Loading to Wagon within the time allotted by the Railway Department. Without giving room for imposing penalty for delay in Loading and Leveling.
- 2.5 If Penalty levied by Railway department for delay in Loading and leveling will be to the contractor account.
- 2.6 The detention/ demurrage charges incurred by RINL at loading station (Railway Siding) shall be contractor account only.
- 2.7 Overload charges : Overload(punitive) charges if any, shall be to the account of Contractor only. The overload charges as mentioned in the respective railway receipt (RR) shall be deducted in the respective bill of the contractor.

Underload charges : Under load charges if any, shall be levied on the Contractor for the quantity which is loaded less than the "Cumulative weight as per the Mine head truck wise weighment slips" for a given rake and shall be deducted in the bills of the Contractor. The Under load charges shall be for the difference of weights of "Cumulative weight as per the Mine head truck wise weighment slips for a given rake" and RR Weight of said rake; and shall be levied @ respective railway freight.

Illustration for under load charges :

- (a) "Cumulative weight as per the Mine head truck wise weighment slips" for a given rake is 3800MT(say)
- (b) RR weight of said rake is 3600 MT(say),
- (c) railway freight : Rs. 1200 PMT

Penalty to contractor : 200MT (i.e. 3800 MT -3600MT) for Rs. 2,40,000/-(i.e. 1200 * 200).

- 2.8 In case, as a Principal Employer, RINL is burdened with any obligation monetary or otherwise by statutory authorities for any acts arising out of the scope of work of Successful Bidder/s during the tenure of contract, same shall be recovered from the contractor bills
- 2.9 On receipt of delivery order from SAIL along with dumping clearance issued by Railways, RINL shall intimate the contractor to lift the allotted quantity from SAIL mine head on rake to rake basis. The contractor shall coordinate with concerned official of SAIL, Railways and ensure lifting of the allotted quantity within 3 days by placement sufficient number of trucks.

However, in the extent of non lifting or partial lifting of allotted quantity within the permitted time of 3 days, RINL reserves the right to provide additional time and additional financial implication (if any) w.r.t obtaining extension of mining permits shall be to contractors account.

- 2.10 Failure to lift the allotted quantity (reason not attributable to RINL, SAIL, Railways), and if performance is poor, RINL with its own discretion reserves the right to terminate the contract along with forfeiture of the security deposit.

3.0 BILLING PROCEDURE & PAYMENT TERMS:

- 3.1 Bills in triplicate complete in all respects along with Weighment slips provided by M/s.SAIL's Barsua Mines after loading in to trucks and Copy of Railway receipt/e-RRs along with Railway weighment slips shall be submitted to DGM (MM-Purchase) Visakhapatnam Steel Plant, Visakhapatnam-530 031.
- 3.1.1 Bills in triplicate complete in all respects along with dispatch particulars indicating numbers of loaded wagon covered with tarpaulin, duly certified by nearest concerned railway authority shall be submitted to DGM(MM - PURCHASE) Visakhapatnam Steel Plant, Visakhapatnam-530 031.
- 3.2 The Bill amount shall be released on 60th day from the date of receipt of material to RINL. The payment shall be made to the credit of Party's Bank account by Electronic Fund transfer (NEFT) / RTGS. The successful tenderer has to submit Bank account details in the prescribed proforma of the Company after receipt of LOA.
- 3.3 Statutory deductions like Income Tax etc., deductible at source, if any, shall be made atsource as per rules prevailing and certificate shall be issued to that effect.

4.0 GENERAL CONDITIONS OF CONTRACT:

- 4.1 The agency appointed for "Transportation of Iron Ore from M/s. SAIL's Barsua Mines to Barsua Railway siding, stacking and Loading in to Railway Wagons" shall not assignthis contract or any part of it, if awarded to him, to any person / organisation or give sub-contract or sublet without the written consent from RINL / VSP.
- 4.2 RINL, VSP reserves the right to appoint more than one agency / agencies or Contractors for this very job during the currency of this contract and such an act shall not confer any right on the 'Agent appointed for Loading Supervision Job' for any compensation or alteration of the terms of this contract.
- 4.3 RINL, VSP reserves the right to terminate this contract, if the performance is found unsatisfactory without any prejudice to other remedies available under this contract.

5.0 LABOUR LEGISLATION & INDEMNITY:

- 5.1 The Agent appointed for Loading Supervision Job' shall be solely liable for any injury and / or damage that may be caused to his men or any person due to accident or otherwise. Agent shall be also liable for damages caused to any property by his men or materials while executing this contract. Agent shall indemnify and keep VSP indemnified and save VSP from the losses that VSP may be put to on account of any fault on the partof the Agent.

- 5.2 The Agent appointed for Loading Supervision Job' shall comply with all statutory rules and provisions as applicable to them to carry out this job.

6.0 DISPUTE, ARBITRATION AND JURISDICTION :

- 6.1 All matters relating to any dispute, which may arise during execution of this contract shall be referred to Arbitration. The Chief Executive of Visakhapatnam Steel Plant or his authorised nominee will act as the sole arbitrator and the decision of the arbitrator shall be final and binding.

- 6.2 In case any legal proceedings are to be instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted at the appropriate civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have jurisdiction.

- 7.0 **PRICE FIRMNESS:** Price shall remain firm till completion of contract.

8.0 GST Compliance:

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

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

In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any of our act, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance. Such amount shall be recovered from any Payments due to us or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts.

If any Tax has been paid by us in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices."

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

9.0 DEFAULT:

Should the CONTRACTOR fail in any manner or otherwise fail to perform the Acceptance to Tender (Contract/Work Order) 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 EMPLOYER (**RINL-VSP**) shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the Contractor in every way. In such a case, the Contractor shall be liable for any expenses, damages or losses which the EMPLOYER may incur, sustain or be put to by reason of or in connection with Contractor's default. This Clause is however subject to Force Majeure vide 16.0 herein below.

10.0 RISK PURCHASE:

The EMPLOYER reserves the right to take Risk Purchase action at the cost and risk of the Contractor, in case of Default as specified in clause 9.0 above and the differential cost shall be recovered. The cancellation of the Acceptance to Tender (Contract/Work Order) as stated in para 9.0 herein above may be either for whole or part of the Acceptance to Tender at EMPLOYER's option. In the event of the EMPLOYER terminating the Acceptance to Tender in whole or in part, he may get the job / service done, on such terms and in such manner as he deems appropriate, services similar to those so terminated and the Contractor shall be liable to the EMPLOYER for any excess costs for such similar services. However, in case of part termination of Acceptance to Tender by the EMPLOYER, the Contractor shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

11.0 RECOVERY OF SUMS DUE:

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

12.0 RESPONSIBILITY:

The EMPLOYER on the one hand and the Contractor on the other hand shall be responsible for the performance of all their respective obligations under the 'Acceptance to Tender(Contract/Work Order)'.

13.0 TRANSFER AND SUB-LETTING:

The Contractor shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender (Contract/Work Order) or any part thereof, either directly or indirectly, without the prior written permission of the EMPLOYER.

14.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Acceptance to Tender (Contract/Work Order) cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the EMPLOYER and the Contractor 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.

15.0 WAIVER:

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

16.0 FORCE MAJEURE:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Services under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Employer as to whether the Services have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer 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 Employer may deem fit except such material, bought out components and stores as the Contractor may with the concurrence of the Employer, elect to retain.

17.0 ARBITRATION AND JURISDICTION:

- 17.1 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.

- 17.2 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.

18.0 LEGAL INTERPRETATIONS:

- 18.1 The Acceptance to Tender and the arbitration shall be governed by and construed according to the laws of India for the time being in force.
- 19.0 All other terms and conditions shall be as per VSP's G.C.C (General Conditions of Contract) and 'Detailed Terms & Conditions of Invitation to supply tender', available in VSP's website: www.vizagsteel.com (under MM > 'MM Tenders' > Detailed T & C of ITT).

**ANNEXURE -III to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047 / Transportation/Iron Ore, dtd. 04.04.2024.**

BLANK PRICE BID PROFORMA

1. Name of the Tenderer : _____ To be filled _____

2. Address : _____ To be filled _____

3.1 Price break up :

A	"Service charge on Per MT" for Co-ordination with SAIL and Railways, Placement of Indents, Transportation of Iron ore Tailings etc from M/s SAIL Barsua Mines to Barsuan Railway siding and loading in to Railway wagons for its onward dispatch to VSP. (Detailed scope of work as per Annexure-II of tender)	To be left blank
B	Covering of Loaded wagons with Tarapaulin Sheets on per MT	To be left blank
C	Total (A + B) Rs./MT	To be left blank
D	GST PERCENTAGE on 'A' & 'B' To be filled (%)	To be left blank

(For detailed scope of work refer clause 1.0 to 19.0 of Annexure - II of tender document)

4. GSTIN of the Bidder: _____

5. HSN/SAC code of the item offered: _____

Name and Signature of the Tenderer

Note: 1) Blank Price bid should not contain any caveat conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

2) This Price Bid proforma with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, the percentage of applicable Taxes are to be mentioned. Price to be submitted electronically in the RFX Response through VSP's SRM portal only. Price/MT offered in the Item 'Details' and Taxes offered in the 'Item Conditions' of RFX Response shall be binding.

3) Penalties are applicable as per the clause No.2.0 of Annexure -II of NIT Document

**ANNEXURE-IV to Notice Inviting Tenders (NIT) / Invitation To Tender
(ITT) /RFX no. 2100019047 / Transportation/Iron Ore , dtd. 04.04.2024**

**CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH TECHNO-
COMMERCIAL UNPRICED BID**

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY TENDERER: ACCEPTED / NOT ACCEPTED	DEVIATION SIF ANY
1	Name and Address of the Tenderer			
2	Terms of payment	To be confirmed as per Clause 8 of Annx-I		
3	Bid Security Declaration	To be confirmed – Attach signed copy of Annexure - V		
4	Scope of Work And Terms & Condition of Acceptance to tender	To be confirmed as per Annexure-II		
5	Price firmness	To be confirmed as per 7.0 of Annx-II of ITT		
6	Validity of Offer	To be confirmed as per Cl. 11.0 of Annx-I		
7	Penalty	To be confirmed as per Cl. 2.0 of Annx-II		
8	Default	To be confirmed as per Cl. 9 of ITT Annx-II		
9	Risk Purchase	To be confirmed as per Cl. 10 of ITT Annx-II		
10	Arbitration & Jurisdiction	To be confirmed as per Cl. 17 of ITT Annx-II		
11	Force Majeure	To be confirmed as per Cl. 16 of ITT Annx-II		
12	Performance Guarantee Bond	To be confirmed as per Cl.12 of Annx-I		
13	Evaluation of Offers	To be confirmed as per Cl. 5 of Annx-I		
14	GST Compliance and GST on penalties	To confirm as per Cl. 8.0 of Annx-II		
15	Currency and UoM	To confirm as per Cl. 9 of Annx-I of ITT		
16	Other T&C of ITT and VSP's GCC	To confirm acceptance		
17	RFX Response No.	To be mentioned here		

.....
Signature and Name of the Tenderer with Company's round Seal

**ANNEXURE-V Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/ Transportation/Iron Ore , dtd. 04.04.2024**

Bid-Securing Declaration (In Lieu of EMD)

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

I/We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

- a) If I/we withdraw/modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.
- b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I/We
 - i) Fail or refuse to execute the contract. (or)
 - ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/ Work Order/Letter of Acceptance/Purchase Order.

(Signature)

In the capacity of:

(Legal capacity of person signing the Bid Security Declaration)

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

Name:

(Complete name of person signing the Bid Security Declaration)

Duly authorised to sign the bid for and on behalf of: (Complete name of Bidder and

Address) Date of signing

Corporate Seal (wherever applicable)

Witness:

(Signature of person with name and address)

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

Place -----

Date -----

(Contractor)
(Name & Address)
(Office Seal)

Witness 1:

Witness 2:

**ANNEXURE-VI to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/ Transportation/Iron Ore dtd. 04.04.2024**

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of INR 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
Bank Guarantee No. _____ Date: _____

LETTER OF GUARANTEE

WHEREAS M/s _____ hereinafter referred to as the CONTRACTOR) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the EMPLOYER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. Dated _____ (hereinafter called the said A/T) for 'Appointment of Agency for Loading Supervision jobs of Iron Ore Fines/ Tailings etc supplies from M/s. SAIL to Visakhapatnam Steel Plant' (hereinafter referred to as the JOB/SERVICE) on the terms and conditions mentioned therein.

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

3. We, (name of Bank branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of Completion of the JOB / SERVICE under the said AGREEMENT or (b) in the event of any dispute(s) between the EMPLOYER and the AGENCY/CONTRACTOR, until such period(s) the dispute is settled

fully, whichever date is the latest and that if any claim accrues or arises against us,(name of Bank branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us,.....(name of Bank branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the EMPLOYER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the EMPLOYER on demand and without protest or demur..

4. We, (name of Bank branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the EMPLOYER.

5. We, (name of Bank branch) hereby further agree that the EMPLOYER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T / LOA by the CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by the EMPLOYER against the AGENCY/CONTRACTOR and to forbear or to enforce any of the terms and conditions relating to the said A/T and We, ... (name of Bank branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the AGENCY/CONTRACTOR or any forbearance and/ or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee..

6. We, _____(name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto_____ and that the same shall be extended further according to the provisions contained herein above.

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

8. We, _____(name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at _____ (Address of local branch at Visakhapatnam).

Issuance of this bank guarantee may also be got confirmed from our Controlling Office / Higher Authority _____ (Name & Address).

FOR AND ON BEHALF OF
(Name of Bank &
Branch)Signature:

Name & Designation:
DULY CONSTITUTED ATTORNEY& AUTHORISED SIGNATORY

**ANNEXURE-VI A to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX
no.
2100019047 / Transportation/Iron Ore, dtd. 04.04.2024**

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Tender No. / PO no. & Date

:Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No

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

Name & Signature of the Tenderer

Date:

**ANNEXURE- VII to Notice Inviting Tenders (NIT) / Invitation To Tender (ITT) / RFX no.
2100019047/ Transportation/Iron Ore , dtd. 04.04.2024**

FORMAT FOR FURNISHING SUPPLIER DATA		
1	Supplier Code	
2	Name of the Unit	
3	Communication Address:	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	Registered Office Address:	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	Works Address: street / city	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organization only)	
7	Constitution of the Firm	Private Ltd. / Public Ltd./ Partnership/ Prop.
8	Status of the Firm	Micro / Small / Medium / Large Scale Manufacturer / Dealer / Trader
9	Name & Designation of CEO / Director/ Proprietor	
10	GST Registration:	
	a) GSTIN Number	
	b) Regn. No. & Date	
11	Income Tax Registration:	
	a) PAN / GIR No. :	
12	Details of Turnover	
	2020 - 2021 :	
	2021 - 2022 :	
	2022 - 2023 :	
13	Industry Registration validity Date	
14	Any Group Company / Sister Concern registered with RINL/VSP	Yes M/s No

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

Signature :
Designation :
Office Seal :