



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

P08 - MONIKANDAN R
CONTRACTS DEPT, PROJECT OFFICE, VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530031, ANDHRA PRADESH -
INDIA

CIN: U27109AP1982GOI003404

PHONE: 9000788527,

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

एन आई टी का प्रकार NIT TYPE: 2-PRT PROJECT E-RFX
VSP/1300/2024/00001

एन आई टी संख्या व तिथि NIT NUMBER & DATE 2800001180 Dated 20.04.2024

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

1 NAME OF THE WORK:

BALANCE WORK OF UPGRADATION OF CRANE CONTROLS BY VARIABLE VOLTAGE VARIABLE FREQUENCY
DRIVES FOR 100+20T CRANE AT LP BAY OF SMS-1 (SPECIFICATION NO:VSP/DEE-SMS-074).

2 आवश्यक जानकारी KEY INFORMATION :

बिड का प्रकार Type of Bid	प्रस्तुति का प्रकार Type of Submission	बयाना जमा राशि (भागीय मुद्रा) EMD in INR	प्रस्तुति की अंतिम तिथि व समय Submission Deadline date & time	बिड खोलने की तिथि व समय (घंटे) Bid Opening Date & time in Hours
TWO PART BID	E BID	Not Applicable	20.05.2024 15:00	20.05.2024 15:30

a. Total Completion Period- 9 (Nine) Months from date of issue of LOA.

(Design , Supply of the material is 8 months from the date of LOA).

b. Bidders to submit the filled in Bid Security Declaration (BSD) form in lieu of EMD. Format of the Bid Security Declaration (BSD)
is attached in cFolder Publisher Area.

3 ऑफर की वैध तिथि OFFER VALIDITY DATE :

Your offer should be valid upto 20.11.2024.

4 मुद्रा CURRENCY :

INR.

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

Single Similar Work Order Value in INR	Average Annual Financial Turn-over (in INR) during the last 3 years
13731810.00	8239086.00

The Tenderer shall meet the following eligibility criteria:

A.,The Tenderers should have executed a single work of following natureas indicated below, of value not less that Rs. 1,37,31,810/- during thelast seven (7) years ending 31.03.2024:

(i),The Tenderer must have experience in design, engineering,manufacture, supply, erection(or) supervision of erection, testing andcommissioning of Crane electrics with VFD controls in EOT cranes.

(ii),The Tenderer shall submit complete details of installations set upby them as indicated at point no.(i) above in the preceding seven(7)years from the date of NIT.

(iii),The Tenderer shall submit completion certificates from thecustomers and details of experience along with documentary evidencessuch as copies of Purchase order/Letter of Award/ Work order/ Contractagreement clearly indicating crane electrics with VFD controls.

B.,The tenderer should have an average annual financial turnover of Rs82,39,086/- during the last three financial years (i.e. from 2021-22 to2023-24)

Audited balance sheets, profit & loss account of the company for theyears mentioned in proof of (B) above.

C.,The tenderer should have valid Electrical License for carrying outElectrical installation works of 1.1 KV Grade-A class, issued byGovernment body or the tenderer shall furnish with his tender theparticulars of the Electrical License held by Electrical sub contractorwhom he proposes to engage for carrying out Electrical installationworks of the subject work.

Self-attested (signed with date and Business/Official seal) copies ofdocument in proof of the above (A, B & C) shall be submitted along withthe tender:

6. NATURE & SCOPE OF WORK:

The scope of work shall include Design, manufacture, testing,inspection, packing, supply, erection, testing and commissioning ofvarious motions for one(1) number LP bay crane as per Specification noVSP/DEE-SMS-074

7 मद का विवरण/बी ओ व्यूITEM DETAILS/BOQ :

As per Technical Specification in cFolder Publisher Area

8 निविदा कागजात की सूचीLIST OF TENDER DOCUMENTS:

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

1. Open Tender Notice no. (RFx no.) 2800001180
2. Technical Specification no. VSP/DEE-SMS-074.
3. General Conditions of Contract GCC (TK-02).
4. Addendum to RFx, ITT and GCC.
5. Undertaking Letter and details of Bidders
6. Bid Security Declaration form
7. Clause for Banning of Business Dealings with Contractors
8. Revised Clauses of Dispute Settlement
9. Integrity Pact

9 PROCUREMENT OF TENDER DOCUMENTS:

In all cases of e-tendering there shall not be any tender fee or cost of tender documents. Tender documents can be viewed or downloaded from SRM portal <https://srm.vizagsteel.com/> of VSP.

10 BID SECURITY / EMD SUBMISSION PROCESS:

10.1 EMD Exemptions:

10.1.1 Eligibility :

a) Micro and Small Enterprises (MSEs) registered under Udyam Registration shall be provided exemptions/preferences, under this clause, in respect of procurement of goods and services, produced and provided by them (irrespective of whether the service is provided within or outside their premises) through the present tender, subject to submission of proof of registration with Udyam Registration for goods & services (irrespective of relevance of product category with tendered items) as on the Tender Opening Date (TOD).

b) Above benefits in terms of exemptions/ preferences to MSEs shall not be applicable for the following:

- i) Traders/Distributors/sole Agent/Joint Ventures/Consortium
- ii) Works of "Works Contract" in nature.

c) Composite contracts, which includes not only supply and/or services but also various other activities and obligations under the contract shall be treated as "Works Contract".

Note:

i) Tender documents are uploaded in the website (www.vizagsteel.com, www.pubtenders.gov.in, <http://eprocure.gov.in>) and are to be downloaded from there, in addition to SRM portal of VSP.

ii) The Micro and Small enterprises registered for the particular trade / item for which the tender is relevant, would only be eligible.

10.1.2 Exemptions: MSE(s) shall be provided exemption from submission of Cost of Tender Documents(CTD) / Tender Processing Fee and Earnest Money Deposit (EMD).

Tender documents shall be downloaded by the tenderer from the websites notified by the company (such as www.vizagsteel.com, www.pubtenders.gov.in, <http://eprocure.gov.in>).

10.2 Security Deposit / Retention Money: Security Deposit / Retention Money at the rate of 3% will be deducted from each R.A. Bill until this amount together with ISD will become 3% of the contract value. This supersedes the clauses pertaining to Security Deposit / Retention Money in Special Conditions of Contract (SCC) and General Conditions of Contract (GCC).

11 BID (2 PART E RFX) SUBMISSION PROCEDURE:

11.1 RINL is employing SAP SRM 7.0 for Electronic Tendering System.

E-RFx Response to be submitted electronically through System only. No physical paper/print needs to be submitted. Bidders need to have UserID 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. If a Bidder who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

11.2 In 2-Part E-RFx, Technical RFX Response is to be uploaded to Tech. RFX cFolder and Price RFX is to be quoted in Bidding Engine by Bidders.

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

11.4 Bidders to ensure the following before submitting the 2-Part E-RFx Response.

A. All Mandatory questions are answered and Requisite documents which consists of following are uploaded into Tech RFX cFolder including the EMD Submission proof by Bidders.

I. Eligibility Criteria Fulfillment:

a) Valid documentary evidence in support of eligibility and consortium requirements (in case Bidder is a Consortium) as stipulated in Bid Data Sheet (Refer ITB 8.3 (b)).

b) Duly signed "Integrity Pact" if applicable as indicated in Bid Data Sheet (Refer ITB 8.3 (g)).

B. All Techno-Commercial documents required as per tender document which consists of following should be uploaded into Tech RFX cFolder by Bidders.

I. Commercial Part:

a) Commercial offer in terms of requirements set forth in bidding documents.

b) Notarized copy of Power of Attorney in favour of Authorized signatory (Refer ITB 8.3 (a)).

c) Filled-in Bid Form (Refer ITB 9.1).

d) Copies of Permanent Account Number (PAN), registration under Goods and Services Tax (GST), as applicable.

e) Filled-in Check List (Refer Annexure-6 of ITB).

II. Technical Part:

a) Technical offer in conformity to the Facilities given in the Bidding document.

III. Duly signed "UNDERTAKING LETTER" regarding Bid document, as per the format in cFolder Publisher Area.

C. Prices and Taxes (Conditions) are to be quoted in the bidding engine by Bidder.

"Bidders must double check the Price being quoted by them appearing in figures".

Price should not be disclosed in any manner in Part-1. Such bidder shall not be considered for opening on-line bids and their offer shall be rejected.

Then, upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response should be submitted by the Bidder.

11.5 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 modified as long as "Submission deadline date & Time" is not over. RFX Response cannot be modified once Submission deadline time passed.

12 "E-RFX RESPONSE" OPENING PROCEDURE - 2 PART:

E-RFX Responses are opened in the system Electronically. System allows opening of RFX responses only after the specified date and Time as indicated at point 2 Key information above. Authorized Tender opening officers through the process of "Simultaneous Log-on" shall open the RFX Responses in System.

For 2-Part E-RFX first "Tech RFX" cFolders are opened by system through Simultaneous Log-on Process. Only those Bidders who have furnished Bid Security as per stipulations of the IFB shall be considered for further processing.

Then Price RFX responses will be opened on a specified Date & Time through 'Simultaneous Log-on process of RINL' in case of Bidders who have fulfilled the Eligibility Criteria and whose offers are technically and commercially acceptable Responses on intimation to Bidders.

13 BID (2 PART E RFX) EVALUATION PROCESS:

(a) Pre-qualification evaluation shall be done based on the documents submitted by the Bidders in the respective Tech RFX 'C Folders'.

(b) All the RFxs shall be evaluated on the basis of landed price only i.e., the Price net of ITC value. Bidders should note that RINL reserves the right to exercise the option of finalizing this Tender through on line competitive bidding (i.e. Reverse Auction).

(c) Bidding procedure is available in the user manuals under 'Public Documents' of 'Supplier Requests' tab which can be accessed by Bidders by logging in to SRM Portal.

(d) In case, Auction is not conducted, L-1 Bidder should submit break up of the quoted Price in the format of Tender document (SCC) available in the RFx.

(e) Technically accepted L1 price arrived by the System shall follow automatically to Auction document as start bid price for all cases of Reverse Auction and will be visible in the System only after the start time of Live Auction (E-Reverse Auction).

(f) On completion of Live Auction, composite comparative statement is generated by the System considering the RFx Prices and Reverse Auction Prices.

14 REVERSE E-AUCTION PROCESS:

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

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

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

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

(a) AUCTION TIME EXTENSION:

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

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

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

Here<(>,<,>)>

Remaining Time Trigger = X

Extension Period = Y

Number of Extensions = N

The Auction time extension is explained below with an example.

Example: Reverse Auction conducted with Auction parameters as:

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

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11:56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes) of the auction, the auction end time gets extended up to 12:05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12:05 PM. However, In case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12:01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12:10 PM. (12:05 plus 5Minutes). In case the bid is submitted by any bidder from 12:00 to 12:01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shall be 12:05.

Important Note :

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

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

15 APPLICABILITY OF ITC:

RINL is eligible for Input Tax Credit (ITC) on GST for the subject Work

16 OTHER CLAUSES:

A. Instruction Regarding Price Bid

- (i) The Bidder shall fill the Total Price excluding GST in Price-Column of Price Bid.
- (ii) Tender evaluation will be based on Total Price excluding GST.

B. The Bidder must submit break of quoted price as & when requested by VSP.

C., BOCW Cess is not applicable for the subject Work.

D., Integrity Pact:

The Bidder is required to unconditionally accept the "Integrity Pact" enclosed to the Tender document and shall submit the scanned copy of duly signed Integrity Pact along with his offer at cFolder Publisher Area. Offer of the Bidder received without Integrity Pact duly signed, shall not be considered.

Tenderers are requested to note that Nodal Officer for "Implementation of Integrity Pact Programme (IP) in RINL/VSP" is:

Sri. VV Soma Raju,
General Manager (MM) & Nodal officer, Integrity Pact,
Main Administrative Building,
Visakhapatnam Steel Plant,
Visakhapatnam- 530031.
Mobile : +91- 9866009207, Email ID: vvsomaraju@vizagsteel.com

Name of the Independent External Monitor (IEMs) as under:

- i), Shri B. Prasad Rao
- ii), Shri Anil Kumar Upadhyay

Contact details of above IEMs are available at RINL website www.vizagsteel.com

E., Additional Clauses

Clause: Compliance by the bidders/tenderers on the grounds of defense of India or the matters directly or indirectly related thereto including National Security.

On the grounds of defense of India or the matters directly or indirectly related thereto including National Security any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Definitions:

I., "Bidder" means any person or firm or company or consultant, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in the tender or in a procurement process.

II., "Bidder from a country which shares a land border with India" means:-

- a., An entity incorporated, established or registered in such a country; or
- b., A subsidiary of an entity incorporated, established or registered in such a country; or
- c., An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d., An entity whose beneficial owner is situated in such a country; or
- e., An Indian (or other) agent of such an entity; or
- f., A natural person who is a citizen of such a country; or
- g., A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

III., The beneficial owner for the purpose of (ii) above will be as under:

1., In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation---

a., "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b., "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2., In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3., In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4., Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5., In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

IV., An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

V., Contractor/bidder/tenderer shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VI., Competent Authority for the purpose of registration under this clause shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) of Government of India.

VII.,.,Registration granted by the Competent Authority should be validat the time of submission of bids, at the time of acceptance of the bidand at the time of placement of order.

VIII.,,Certificate by the bidders-

(i),,Bidders/tenderers from a country or countries sharing a land borderwith India shall enclose the following certificate:-

‘I have read the clause regarding restrictions on the procurement from abidder of a country which a land border with India; I certify that thisbidder is from a such country, has been registered with the CompetentAuthority. I hereby certify that this bidder (name) fulfils allrequirement in this regard and is eligible to be considered. (Evidenceof valid registration by the Competent Authority shall be attached.)

(Name, designations, address, name of the bidder on whose behalf thiscertificate is issued, witness)

(ii),,,Other Bidders/tenderers who are not from a country or countriessharing a land border with India shall enclose the following certificate:-

I have read the clause regarding restrictions on the procurement from abidder of a country which shares a land border with India; I certifythat this bidder (name) is not from a such country and is eligible to beconsidered.

(Name, Designations, Address, name of the bidder on whose behalf thiscertificate is issued, witness)

IX ,, If such certificate given by a bidder is found to befalse, this would ,,,be a ground for immediate termination and furtherlegal action in,,, accordance with Law.

F.,,Vulnerability Clause:

Planning and Designing in purview of Vulnerability Atlas of India:

(a) Vulnerability Atlas of India (VAI) is a comprehensive document whichprovides existing hazard scenario of the entire country and presents thedigitized State/UT-wise hazard, maps with respect to earthquakes, windsand floods for district-wise identification of vulnerable areas. It alsoincludes additional digitized maps for thunderstorms, cyclones andlandslides. The main purpose of this Atlas is its use for disasterpreparedness and mitigation at policy planning and project formulationstage.

(b) This Atlas is one of its kind single point source for the varioustakeholders including policy makers, administrators, municipalcommissioners, urban managers, engineers, architects, planners, publicetc. to ascertain proneness of any city/ location/site to multi-hazardwhich includes earthquakes, winds, floods, thunderstorms, cyclones andlandslides. While project formulation, approvals and implementation ofvarious urban housing, buildings and infrastructures schemes, this Atlasprovides necessary information for risk analysis and hazard assessment.

(c) The Vulnerability Atlas of India has been prepared by BuildingMaterials and Technology Promotion Council under Ministry of Housing andUrban Affairs, Government of India and available at their websitewww.bmtpc.org.

(d). It is mandatory for the bidders to refer Vulnerability Atlas ofIndia for multi-hazard risk assessment and include the relevant hazardproneness specific to project location while planning and designing theproject in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55,50, 47,44,39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/ severe cyclonic storms and max sustainedwind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

17 GENERAL INSTRUCTIONS:

1. Bidders should note that clauses in the present NIT will supersede any corresponding clause mentioned elsewhere in the Tender documents.

2. Apart from the User manuals, which are self-sufficient, RINL shall extend required support/training to Bidders to participate in the ERP mode Tenders.
3. Bidders may view or download the bidding documents from VSP web site SRM Vendors may login with their UserID and Password.
4. New Vendors may click on 'New Vendor' and follow further for their registration procedure to get their vendor code or they may click on login as Guest user to view or download the bidding documents. But to participate in e-Tendering process they must register as a Vendor at Visakhapatnam Steel Plant SRM portal.
5. It will be presumed that the Bidders have gone through the entire Tender document available in web site which shall be binding on them.
6. The documents placed in website along with this detailed Notice Inviting Tender forms the complete Tender document. All the documents along with detailed NIT as placed in the web site is final. On verification, at any time, whether the Tenderer is successful or not, if any of the documents submitted by the Tenderer including the documents downloaded from our website/ issued are found tampered/alterd/incomplete, they are liable for actions like rejection of the Tender, cancellation & termination of the contract, debarring etc., as per the rules of the Company.
7. The Tenderer shall download the "TENDER DOCUMENT" available on the website in totality and submit the scanned copy of 'Undertaking' duly signed, enclosed at cFolder. However, RINL will not be responsible for any delay/loss/any web site related problems in downloading tender documents etc.
8. The Tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFx cFolder Publisher Area on the RINLs SRM Portal in totality and upload the same along with the Undertaking letter in Tech RFx cFolder. 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/Corrigendum. Such amendments or corrigendum will be notified in RINLs SRM Portal at regular intervals. Therefore the Bidders should refer to RINLs SRM Portal regularly.
9. If it comes to the notice of RINL at any stage right from request for enlistment/tender document that any of the certificates/documents submitted by applicant 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 05(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.
10. Successful Bidder 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 bid document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration / ESI Registration / experience / qualification / any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP Tenders.
11. RINL reserves the right to (a) Refuse any offer with out assigning any reason, (b) Split and award the Work to more than one agency, (c) 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 with out assigning any reason thereof.
12. RINL will not be responsible for any delay, loss or non-receipt of EMD/Bid Security BG as applicable sent by Post/Courier etc.
13. Interest free advance shall not be considered.
14. Tenders submitted against the NIT shall not be returned in case the Tender opening date is extended/postponed. Bidders desirous to modify their Offer terms may submit their revised Offer within the extended TOD.

15. RINL reserves the right to check the authenticity of the documents / certificates submitted, and/or verify performance of the Bidders in the works executed by them earlier from their clients. In case, the report of the client shows bad / poor / unsatisfactory performance rating, then the Offer of the bidder is liable for rejection.

16. RINL reserves the right to open original price bid, if felt necessary, in case the bidder is allowed to submit revised price bid.

17. Successful Bidder shall submit PF & ESI registration codes before commencement of work.

18. Bidders who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance shall not be considered for processing of their bid up to a maximum period of two years from the date of communication about such poor performance. The decision of the Employer in this regard will be final & binding.

19. If a Bidder submits more than one Bid, then all the tenders submitted by the said Bidder shall be rejected.

20. RINL, 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-qualifications stipulated in the NIT.

21. The Bidder shall be ready to furnish clarifications / information and attend to discussions, as called for by the Employer, at short notices. While responding for the same, no change in the substances in the offer or price shall be permitted, unless otherwise asked by the Employer. In case of any unsolicited Price offer submitted by the Bidder at this stage, the same shall not be considered for Tender evaluation. However, in case such Bidder becomes L-1 by virtue of his original Price Bid, then such unsolicited Price offer will be opened and if it is advantageous to the Employer, such unsolicited Price offer will be considered or otherwise the same shall be ignored.

22. RINL shall not entertain any revised price/revision in price based on the technical discussions unless RINL itself changes specifications/ scope when compared to Tender Specifications / Scope, which calls for revision in the estimate.

23. Tenderers may please note that Complaints, if any, may be addressed to co-ordinator for "Complaint Handling System & Procedures", which is available at RINL's website [www.vizagsteel.com -> TENDERS -> PROJECT CONTRACTS]. The contact details of the co-ordinator is given below : Sri CS Rathore, DGM(Project Contracts), Project Office, A-block, Visakhapatnam Steel Plant, Visakhapatnam - 530031 e-mail: csrathore@vizagsteel.com, Mobile No. : +91-9949102534, PhoneNo.(office): 0891-2518277 Fax No.(office): 0891-2518764.

24. RINL reserves the right to reject the Offers of the Tenderers whose performance is poor in awarded / ongoing works if any.

25. Offers submitted with following deficiencies in PQC documents/Financial instruments for Earnest Money Deposit (EMD) shall be rejected without seeking any clarifications/ corrections for the same.

- a) If there is evidence of tampering/unauthorized correction.
- b) If value of Financial instrument(s)/document(s) is falling short of the value stipulated in the NIT.
- c) If validity of the BG(s) as on initial Tender Opening Date (TOD) is falling short of the minimum validity period stipulated in the tender.
- d) If discrepancy exists in the name of Payee/Beneficiary.
- e) If the bidder fails to submit EMD or document towards EMD
- f) MSEs registered Tenderers claiming exemption of EMD may note that those Tenderers registered for the particular trade/item for which the tender is relevant, would only be eligible for exemption.

18 INSTRUCTIONS TO TENDERERS ON E-TENDERING/E-AUCTION:

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

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

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

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