

**DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY TENDER**

**1.0 GENERAL :**

- 1.1 The tender shall be governed by the General Conditions of Contract for supply (GCC), which is available on VSP's website, which can be freely accessed and downloaded.
- 1.2 Tenders shall be treated as if the GCC has been accepted in toto by the Tenderer unless deviations, if any, are specified in the offer.
- 1.3 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary. In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, they should be registered with VSP for which detailed procedure is available on our website for viewing and free downloading. Go to [www.vizagsteel.com](http://www.vizagsteel.com), click on "Tenders", click on "Materials Management Department" and click on Application for Registration of Indian Agents.
- 1.4 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.
  - 1.4.1 The agency commission, if any, shall be clearly indicated and the same shall be deducted from payment due to the supplier and paid directly to the Indian Agent in Indian Rupees only.
- 1.5.0 Offer received through party/parties to whom Invitation to Tender (ITT) was not issued is treated as unsolicited offer.
  - 1.5.1 In case, the ITT is redirected by Principals to whom ITT was issued, to their Agent/Dealer/Stockiest/Distributor/ Channel partner /solution partner, such offer may be treated as regular offer, subject to submission of their letter of authorization, as per the format of 'Authorization Certificate' given as **Annexure-7**. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the Manufacturer/OEM, who is competent to authorize the Agent/Dealer/Stockiest/Distributor/ Channel partner /solution partner.
  - 1.5.2 In case the Principal submits the offer with a request for placement of AT/PO on their Agent/Dealer/Stockist/Distributor for execution, then such offer should be accompanied with;
    - a) The necessary letter of undertaking from the Principal, on their letter head, without any correction in the format as per **Annexure-8** of the ITT.
    - b) The Letter of consent from the respective Agent/Dealer/Stockiest/Distributor/ Channel partner /solution partner on their letter head to the effect that they would execute the AT/PO as per the terms and conditions finalized with the Principal supplier by RINL.
  - 1.5.3 Exception and deviation: No request for change in scope of work will be considered.

## 2.0 **PRICES:**

### 2.1 In case of two bid tenders,

- a. The techno-commercial bid should not contain any indication of prices. Only technical details of the items offered and duly filled in commercial format (Annexure-2) should be enclosed. Offer not accompanied with the duly signed Commercial format (Annexure-2) or insufficient Commercial information is liable for rejection. However, a blank price bid with complete Commercial information as sought vide stipulated format (Annexure-2) and prices blanked shall also be enclosed.

**Note:** There shall be no indication of price in the Techno-commercial bid. If prices are indicated there, such offers are liable to be rejected.

- b. The price bid shall contain only the prices and shall not contain any other terms and conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
- c. *Prices should be quoted preferably on FOR VSP Stores basis (Kindly refer to Schedule of Material Cum Specification Sheet/TR Format, in regard to place of delivery), Tenderers shall quote the price of the goods or services, excluding Tax (GST etc.). Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice`. Break up of Packing & Forwarding Freight and Insurance must also be furnished for facilitating evaluation. Prices for the material supplies and commissioning, service charges extra (if any) should also be indicated separately.*
- d. In case Tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition
- e. *In case the Freight and Insurance are not furnished, the loading for the same shall be as follows.*
- Insurance : 0.09% as per VSP's Open Insurance Policy*
- Freight charges :*

- (i) *If the Weight of the tendered items is known,*  
*Freight charges: VSP's approved Transporter's rates x Distance from the Tenderer's Despatch Station / Town / City*

- (ii) *If the Weight of the tendered items is not known,*  
*Freight charges : 3% of basic quoted value if the Tenderer's Despatch Station / Town / City is at a distance of 750 Kms from Visakhapatnam.*

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

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

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

- f. It may be noted that Unit Price is to be quoted for each and every item of the tender both in figures and words in the format enclosed at Annexure-4. In case of any discrepancy between the two, the price indicated in words shall only be considered.
- g. The prices quoted should be firm unless otherwise allowed specifically till completion of delivery.-- **VITAL**
- h. *As per prevailing guidelines, RINL shall be conducting reverse e-auction prior to opening of sealed price bids. All technically and commercially acceptable (TA & CA) bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 17.0 below. During the reverse e-auction the bidders would be required to quote prices only on the basis of landed net of ITC ( refer clause 2.1(c ) ) and only such tenderers whose offers are Techno-Commercially accepted and who have furnished user IDs at Sl No.16 of commercial format at Annexure-2 shall be permitted to participate in reverse e-auction. Modalities of evaluation of Landed Net of ITC prices are given at Annexure-5, 6 and 6A.*
- i. **EVALUATION:** *“After the Reverse e-auction is conducted, the sealed Price Bids of all the TA & CA tenderers, irrespective of whether they have participated in the Reverse e-auction or not, shall be opened within a short duration i.e., within 2 working days. Based on the prices received through Reverse e-auction and the sealed price bids received along with the Techno-commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e. sealed price bid prices and Reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNIP) so arrived and applicable purchase preference. ”*
- j. In case of supply of goods or services on which RINL/VSP is eligible to avail GST input tax credit, evaluation of tender shall be on the basis of landed cost excluding GST.
- k. In case of supply of goods or services on which the employer (RINL/VSP) is not eligible to avail GST input tax credit, the applicable GST payable by RINL/VSP (in case of unregistered taxable supplies) or GST to be charged by the registered taxable supplier as applicable, shall be added to the landed cost for evaluation purposes
- l. *Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement.*
- m. *In the cases where price variation formula for steel is a part of ITT, the price of billets on the date of reverse e-Auction shall be taken as ‘P1’ value in the price variation formula of VSP (the format of which shall be sent along with ITT) and the same will be followed while preparing the composite comparative statement.*
- 2.2 If the items tendered are covered under DGS&D Rate Contract with your organization , please confirm to supply to RINL at a price not higher than DGS&D rate contract price, terms & conditions, but with better terms and conditions if you so desire and with RINL`s payment terms. Also, please enclose a copy of the Rate Contract with your tender.
- 2.3 In case the manufacturer authorizes his dealer/distributor to submit the bid on their behalf, copy of the DGS&D Rate Contract also to be enclosed with the tender along with authorization letter.

- 2.4 The offered price should be against each catalogue number covering all the items / parts / bill of material given in the description of the item along with price break-up. If, in the opinion of the bidder, additional parts are also required to be supplied for making the item complete, price should be quoted with detailed break up for each of the additional parts.
- 2.5 The due date and time for opening of price bids in respect of two bid tenders shall be intimated only to the techno- Commercially accepted tenderers.
- 2.6 Any revised bids received after tender (techno-commercial bid in Two-Bid case) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

3.0 **PAYMENT TERMS:**

- 3.1 100% payment shall be made against receipt and acceptance (**GARN**) of material on the 60th day (21st day for Local Micro and Small Enterprises and 45<sup>th</sup> day for non-local MSEs subject to submission of documents as stipulated vide clause 9.1). Payment terms other than the above shall be suitably loaded for evaluation. The loading of interest would be as per the rate as declared by RINL time to time, in case tenderer quotes credit period lesser than the period applicable as above.
- 3.2 Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the pro-forma in which the details are to be furnished from the VSP's website and submit along with your offer for updating your database. - **VITAL**

4.0 **TAXES, DUTIES AND LEVIES :**

- 4.1 Tenderers must furnish complete details w.r.t each of the quoted items about the HSN number, applicable GST rate, any other cess, as per the Commercial Format placed at **Annexure – 2**.
- 4.2 Wherever the tenderers quote GST as 'NIL' or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch, suitable loading would be done with maximum GST rates as applicable.
- 4.3 In case of supervision for erection, testing & commissioning, the existing applicable GST percentage are to be stated separately.
- 4.4 The Indian Income Tax relating to rendering of supervision services at site which the employer may require by law to deduct shall be deducted at source as per provision of Indian Income Tax Act 1961 with subsequent revision. The employer shall provide to the contractor with official tax receipt, evidence of such tax payment.
- 4.5 Successful tenderer making purchases shall be subjected to TDS provisions if any as per GST Act.
- 4.6 Further " *Vendor/supplier/contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.*

*In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-*

*uploading/ improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/supplier/contractor shall indemnify RINL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the vendor/ supplier/contractor or from security deposit or any other amount available with RINL in the same contract or in other contracts including future contracts.*

*If any tax has been paid by the vendor/supplier/contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices."*

## **5.0 SAMPLES, DRAWINGS AND TEST CERTIFICATES**

- 5.1 Wherever sample approval is required before manufacture and bulk supply, the sample should be supplied within 3 (three) weeks of date of placement of Purchase Order (PO). In case of any deviation, the time required for submission of sample for approval is to be specified in the offer.
- 5.2 Drawing submission and approval : Where drawings are required to be furnished for approval upon placement of , A.T. the schedule for submission of drawings and for supply after approval are to be clearly indicated in the offer failing which a maximum of 3 (three) weeks from the date of PO shall be considered to be the period for submission of drawings. (The drawings submitted shall be approved within 15 days of receipt).
- 5.3 Return of drawings: Wherever applicable drawings sent with the Invitation to Tender are to be returned along with the offer / regret letter.
- 5.4 Test certificates and all other documents specified in the enclosed schedule of material-cum-specification are required to be furnished to the Inspector at the time of inspection as well as part of dispatch documents at the time of supply of material.

## **6.0 INSPECTION :**

- 6.1 RINL reserves its right to inspect the stores and alter the place of inspection at its sole discretion.
- 6.2 Generally, inspection shall be carried out at RINL / VSP Stores for all items such as operational consumables etc.
- 6.3 The supplier shall furnish the inspection call along with all the internal test reports as well as other test certificates specified in the Schedule of Material Cum Specifications **at least 15 (fifteen) days in advance of the scheduled delivery date**, to enable VSP to examine the same and issue dispatch clearance/carry out inspection at the suppliers premises. The dispatch of stores by the suppliers shall be only after receipt of dispatch clearance or accepted inspection note/ certificate.

## **7.0 GUARANTEE:**

- 7.1 Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.
- 7.2 Items having shelf life should confirm to specify guarantee as per ITT, the proof of date of manufacture should be available in such cases either on the label of the item or on the Guarantee certificate.

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

- 8.1 Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/ guidelines.
- 8.2 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as at 8.3 below, subject to submission of documents as stipulated vide clause 9.1 below. Further, the tender sets shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.
- 8.3 Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer.

The quantity shall be divided into N+1 shares, where N is the no.of sources. The distribution shall be done among the L-1 tenderer and other eligible tenderers (Who are in the range of purchase preference and match the L-1 price), as below:

- i. The L1 shall be awarded 2 shares of quantity, except in cases where L1 is not a Local MSE and there is/are eligible Local MSE/s. In such cases, the lowest eligible Local MSE shall be awarded 2 shares of quantity and the L1 shall be awarded 1 share from any balance shares of quantity.
- ii. One each of any balance shares shall be awarded to the other eligible tenderers in the order of preference given below (in the order of ranking within each preference category):
  - a) Local MSEs – Till the total quantity on Local MSEs equals or exceeds 50%
  - b) MSEs – Till the total quantity on MSEs (including Local MSEs) equals or exceeds 20%
  - c) Others

Illustrative distribution based on the above principle is given in Annexure-9.

- 8.4 Where there is/are eligible Local MSE/s and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible local SSI

### **8.5 Quantity reserved for SC/ST MSEs:**

“20% from the 20% quantity (i.e 4% of the tendered quantity) offered to the eligible MSEs shall be reserved for MSEs owned by SC/STs, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs”.

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

- 9.1 The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit Notary attested copy of valid SSI / MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part-II / Udyog Aadhar Memorandum issued by any of the following for the items/item category for which they are registered for availing the relevant benefits as stipulated at Clause No.3.1 & 8.0. MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/item category along with

their bid. The Micro and Small Enterprise/s not registered for the particular item/item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

- a) For all MSEs:
  - i) District Industries Centre, (Acknowledgement of Entrepreneur Memorandum- EM Part-II)
  - ii) Khadi & Village Industries Commission
  - iii) Khadi & Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation (NSIC)
  - vi) Directorate of Handicraft & Handloom
  - vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b) For Local MSEs:
  - i) District Industries Centre of Visakhapatnam
  - ii) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e. units located within 100kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.
  - iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e.,in(i) or (ii).

9.2 MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government authorized department.

#### **10.0 NUMBER OF SOURCES:**

- 10.1 VSP reserves the right to procure any or all the tendered items/quantities from one or more than one source.
- 10.2 The number of sources is as indicated in the ITT/ schedule of Material cum Specifications sheet. RINL /VSP reserve the right to procure any or all the tendered items from one or more than one source.
- 10.3 The distribution of quantity of each item to be ordered shall be normally in the ratio of 100% in case of one source, 2/3 : 1/3 in case of two sources, 2/4 : 1/4 : 1/4 in the case of three sources, 2/5 : 1/5 : 1/5 : 1/5 for four sources, 2/6 : 1/6: 1/6 : 1/6 : 1/6 for five sources in the order of ranking from lowest technically and commercially acceptable tenderers subject to matching the lowest price.

#### **11.0 DELIVERY SCHEDULE :**

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

- 11.1 VSP reserves the right to reject offers not meeting VSP's schedules/to consider offers with best delivery schedule(s).
- 11.2 It may be noted that in the event of an order, delivery shall be the essence of the contract. Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as per GCC. Seven days period is added to the mutually agreed delivery period considering the time required for receipt of A.T. by the supplier by Registered Post/Courier/Fax.

## **12.0 VALIDITY :**

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

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

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

## **14.0 EXAMINATION AND REJECTION OF OFFERS:**

- 14.1 RINL evaluates technically and commercially accepted offers on **Landed Net of Cenvat Price (LNCP)** basis.
- 14.2 Offers which deviate from the vital conditions ( as illustrated below ) of the tender shall be rejected :
- a) Non-submission of Schedule of Material cum specification sheet duly signed & stamped
  - b) Variable price being quoted (without any ceiling limit for such variation and Price Variation Clause) against requirement of firm price.
  - c) Submission of in-complete offers, non-appending signature on the offer and the prescribed formats.
  - d) Receipt of offers after the due date & time and, or by Fax / e-mail (unless specified otherwise).
  - e) Acceptance of Integrity Pact for ITTs / Tenders for a value of Rs. 1 crore and above.
- 14.3 Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended / Postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The Purchaser reserves the right to open the original offer along with revised offer(s).

14.4 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and **business dealings with such Firms/Contractors shall be banned for a period of 2 years.** Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding..

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

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

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

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

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

**17.0 REVERSE e-AUCTION:**

RINL will inform the technically and commercially acceptable (TA & CA) tenderers, regarding the date and time of reverse e-auction and they shall participate in the process.

- 17.1 TA & CA tenderers would be authorized to quote their LNIP prices on only e-reverse auction engine on a fixed time and date.
- 17.2 In case of Import/overseas response, “for the purpose of comparison of imported and Indigenous offers, the ‘M’ rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) prevailing one day before the price opening date of SRM E\_RFX shall be considered for arriving the price Landed Net of Input Tax Credit (LNITC) in Indian Rupees for evaluation of the offers of both SRM E-auction and Sealed Price Bids”.
- 17.3 After completion of the reverse e-auction and opening of sealed price bids, the purchase order would be placed in the normal mode by concerned purchase officer either on F O R VSP Stores (or) F O R Destination Station (or) F O R Dispatch Station (or) Ex-Works basis, considering the freight charges which is advantageous to RINL / VSP, as the case may be.*

**18.0 RIGHT TO REJECT TENDERS:**

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

**19.0 AUTHORISATION:**

- 19.1 Representatives of Tenderers are required to produce letter of authorization, if they are to be permitted to attend Tender / price bid opening.

**20.0 INTEGRITY PACT**

Tenderer must submit signed Integrity pact in the prescribed format of VSP available in VSPs website along with the Techno-Commercial offer.

**21.0 ESTABLISHMENT OF CREDIBILITY OF UNENLISTED BIDDERS PARTICIPATING IN THE TENDERS:**

21.1 a) **In respect of Indigenous firms:-**

If tenderer who responds to this tender notice is not presently enlisted with RINL/VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the ITT REFERENCE or ADVERTISED TENDER REFERENCE as the case may be, along with the tender.

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

(or)

Notarized copy of certificate of Registration of Shops and Establishments for a Dealer/ Agent / 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. Copy of GST registration certificates and PAN card copy in the name of Company in case of Limited companies or in the name of Individuals in case of Proprietary firms.
- iv. Self-certified financial worth and audited financial statements for the last three (3) years.
- v. Self-certified Purchase Orders / Contracts copies 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 the concerned Govt. Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.to iv to vi above. The above is subject to the condition that the firm has the required manufacturing, testing & inspection facilities and the following documents are to be submitted:

- a. Details of Manpower & Machinery (Self certified).
- b. Details of Testing & Inspection facilities available (Self certified).

**However, for the items related to Public safety, health, critical security operations and equipment, etc., relaxation shall not be applicable".**

**b) In respect of Overseas Tenderers:-**

Copies of the following documents shall be furnished in lieu of the documents (i) to (vi) listed at 21.1 (a) above.

- i. Notarized registration certificate from chamber of commerce / their respective designated Govt. Agency in English version.
- ii. Self-certified financial worth and audited financial statements for the last three (3) years.
- iii. Self-certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
- iv. Self-certified ISO certificate, if any.

21.2 Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL/VSP. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents except (vi) of 21.1 (a) and (iv) of 21.1 (b) or if RINL/VSP finds that the creditability 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 shall be final.

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

**22.0 BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED SUPPLIER / CONTRACTORS**

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

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

- i) The Prevention of Corruption Act, 1988; or
- ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

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

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

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

- 22.3 Any allegation(s) against an agency with good and sufficient reasons for banning business dealing with the agency, except for banning of business dealings with foreign suppliers of coal/ coke, shall be put up to Standing Banning Committee (SBC) of RINL for investigation.
- 22.4 In case of removal of the agency from the list of registered vendors/ contractors of RINL, the agency shall not be disqualified from competing in Global/ Open Tender Enquiries (GTE/OTE) but Limited Tender Enquiry (LTE)/ Single Tender Enquiry (STE)/ Short Open Tender (SOT) may not be given to the agency concerned.
- 22.5 If the allegations against any agency are of a serious nature, RINL may suspend business dealings with the agency (with / without inter connected agencies) pending investigation, with/ without any show cause notice. The suspension shall be for a maximum period of nine months (six months initial extendable by three months in case investigations are not completed) or till the decision of SBC, whichever is earlier. In case of suspension of the agency, RINL may consider to discontinue all the existing contract(s) with the agency. During the period of suspension, no further business dealing including placement of orders against tenders under finalization shall be made with the agency w.e.f. the date of suspension.
- 22.6 After issue of suspension order, till the conduct of the agency is under investigation, RINL will not entertain any correspondence / argument from the agency (except receiving reply to the show cause notice).
- 22.7 If the agency desires some information / clarification or desires to see any document before replying to the show-cause notice, the agency may appear in person in the Standing Banning Committee meeting on the stipulated date and time wherein the agency will be furnished the desired information including sharing of relevant document. If the agency requests for inspection of any relevant document in possession of RINL, necessary facility for inspection of documents will be provided. The agency may correspond only with the SBC.
- 22.8 Convener SBC shall issue notice to the agency asking him/her to attend the meeting in person or informing him/her that he/she may send his/her representative. The date, time and venue of the meeting shall be clearly mentioned in the notice. To meet the ends of 'Natural Justice ', two opportunities will be given to the agency to send their representative. In case of failure, SBC can proceed *ex parte*.
- 22.9 Opportunity will be given to the agency to submit any documents or evidence in his defense to SBC. Cross examination of the agency if required shall also be done by SBC.
- 22.10 The Banning Order based on the investigation by SBC shall be issued to the agency. In case of Banning of Inter -connected agencies the copy of the Banning Order shall be sent to known inter-connected agencies also.
- 22.11 Banned/Suspended agencies are not eligible for submission of quotations/offers against any type of tender (GTE/OTE/LTE/STE/SOT) during the period for which they have been suspended/banned for business dealings with RINL and if submitted, those quotations/ offers will be treated as unsolicited and shall not be considered.
- 22.12 The agency may file an appeal against the Banning Order to CMD-RINL within 30 days from the date of issue of the Banning Order.
- 22.13 Agency, may seek review of the banning order passed originally by RINL, either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, upon disclosure of new facts / circumstances or subsequent development necessitating such review.
- 22.14 RINL may decide to circulate the name of agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

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

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

**Enclosures: Checklist format (Annex-1), Commercial format (Annex-2), Schedule of material cum specification (Annex-3) wherever applicable - sent along with invitation, Price Bid format (Annex-4), Drawings/Integrity pact wherever applicable - sent along with invitation.**

**CHECK LIST****NOTE :**

The tenderer shall verify the tender along with all the requisite annexures prior to submission and enclose the check list duly tick marked, along with the tender. The check list shall be enclosed with the techno-commercial bid in case of two bid tenders.

Check list: (Please tick mark appropriately as **YES** or **NO**)

I Read: (i) the General Instructions contained in the tender and (ii) VSP's General Conditions of Contract for supply and submitted the tender in accordance with the same

Yes		No	
-----	--	----	--

II In case tender is invited in single bid, the tender is submitted with the following enclosures in a sealed cover

Duly filled in and signed commercial format and prices not to be mentioned therein

Yes		No	
-----	--	----	--

Schedule of Material cum specification sheets duly filled and signed

Yes		No	
-----	--	----	--

Duly filled in and signed Price Bid in the VSP's format

Yes		No	
-----	--	----	--

Please specify any other enclosures such as drawings wherever applicable any credentials, copies of previous orders executed for same or similar items etc.

OR

In case tender is invited in Two Bids, the tender is submitted with the following enclosures (the check list to be enclosed to the techno-commercial bid)

Sealed cover of Techno Commercial bid comprising of

i) Technical bid along with duly filled in and signed Material cum Specification Sheet(s)

Yes		No	
-----	--	----	--

ii) Commercial bid along with duly filled in and signed commercial format

Yes		No	
-----	--	----	--

iii) Integrity Pact duly signed, if applicable, as per the Invitation to Tender.

Yes		No	
-----	--	----	--

iv) Bid Bond, if applicable, as per the Invitation to Tender

Yes		No	
-----	--	----	--

Sealed cover duly filled in and signed Price Bid in VSP's format

Yes		No	
-----	--	----	--

Please specify any other enclosures such as drawings wherever applicable any credentials, copies of previous orders executed for same or similar items etc.

Station :

Date :

Signature of the tenderer OR  
His authorized representative  
with seal.

## ANNEXURE-2

**COMMERCIAL FORMAT FOR INDIGENEOUS SUPPLIES**

**Tenderers shall submit the same along with their Techno-commercial offer failing which, the offer shall be evaluated as per procedure in vogue.**

QUOTATION No. & Date :

ITT No. & Date : Pur.

Date:

Tender Opening Date due on :

<b>S.No</b>	<b>Clause</b>	<b>To be filled in by the Tenderer Please put Tick ( _/ ) mark in the appropriate places</b>
1	User- ID for participation in the Reverse e-auction (Please refer Clause No. 17 of Detailed Terms & conditions of Invitation to supply tender)	
2	Price Basis (Please refer Clause:2 of ITT)	F O R VSP Stores _____ F O R Visakhapatnam _____ F O R JLM Mines _____ F O R MDM Mines _____ Ex-Works _____ F O R Dispatching Station _____ (Please indicate the place of Ex-works / Dispatching Station)
3	Packing & Forwarding Charges	Included _____ Extra _____
4	Freight Charges (Please refer Clause:2.1 of ITT)	Included _____ Extra _____
5	GST	GST Registration Number : _____ % GST applicable : _____ Extra Are you registered under composition scheme : Yes / No If Yes Composition registration No: _____
6	Terms of Payment (Please refer Clause:3.1 of ITT)	<b><u>Acceptance of VSP's Payment Terms :</u></b> 100% payment against receipt & acceptance of the Materials at VSP stores with a credit period of 60 days _____ <b>(OR)</b> Please enter offered terms in case of deviation. Suitable loading i.e., The loading of interest would be as per the rate as declared by RINL time to time, in case tenderer quotes credit period lesser than the period applicable as above.

7	(a) Mode of Payment  (b) Details of Bank Account furnished (Please refer Clause:3.2 of ITT)	NEFT / RTGS / Any other Mode of Electronic Fund Transfer.  Yes _____ / No _____
8	DGS & D Rate contract  (if available, willing to contract with VSP at same price & terms but with VSP's payment terms.	Available and willing to accept along with VSP's payment terms _____ <b>(OR)</b> Available but, NOT willing to accept VSP's payment terms (deviations, if any to be separately mentioned) :  <b>(OR)</b> Not available. Hence not applicable _____
9	Delivery Schedule (refer to our schedule of material cum specification sheet)	
10	Validity period from the date of tender opening	60 days _____ 90 days _____ 120 days _____
11	<b>L/ D Clause acceptance</b> as per the Clause No.22 of VSP's GCC for Supply	Yes _____ / No _____
12	<b>Guarantee clause acceptance</b> as per Clause – 7 of Detailed Terms & conditions of Invitation to supply tender	Yes _____ / No _____

**N B :** Evaluation of tenders will be as per procedure in vogue and described in Detailed Terms and Conditions of RINL/VSP. The Detailed Terms and Conditions to Invitation to Supply Tender and VSP's GCC for supply which can be downloaded from VSP's website : [www.vizagsteel.com](http://www.vizagsteel.com)

- 1) The tenderers may kindly note that VSP shall be conducting 'Reverse e-auction' prior to opening of the 'sealed pricebids' of all the Technically & Commercially acceptable tenderers and lower of the prices obtained through above modes shall be considered for arriving at 'L1' price. For more details, the tenderers may kindly refer our detailed terms and conditions of Invitation to supply Tender available on our website: [www.vizagsteel.com](http://www.vizagsteel.com). The path is as follows: [www.vizagsteel.com](http://www.vizagsteel.com) →Tenders → Materials Mgmt. Dept. → Detailed terms and conditions of Invitation to Tender → Detailed terms and conditions of Invitation to supply tender (Refer Clause: 2.0 PRICES)
- 2) In the event of failure to clearly indicate their option against any of the above commercial terms, RINL/VSP would consider that the tenderer has accepted either the respective ITT terms or the option that is beneficial to RINL; and the offer shall be processed accordingly.
- 3) Any ambiguity or lack of clarity is liable to result in the offer being evaluated with suitable loading or even rejection of offer.

Station :  
Date :

Signature of the Tenderer (or) their authorized  
Representative with Seal



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

**Delivery Terms: Ex Works**

A. Basic price	: 100.00
B. Packing extra (2 % on A)	: 2.00
C. Sub Total (A + B)	: 102.00
D. Integrated GST @ 18% on 'C'	: 18.36
E. Fright extra (3%) on 'A'	: 3.00
F. Integrated GST @ 5% on 'E'	: 0.15
G. Total (C+D+E+F)	: 123.51
H. Insurance 0.09 % on G	: 0.11
I. Integrated GST @ 18% on 'H'	: 0.02
J. Landed Cost (G+H+I)	: 123.64
K. Input Tax Credit (ITC)-100% (D+F+I)	: 18.53
L. Landed Net of ITC (LNIP) (J-K)	: 105.11

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

A. Basic price	: 100.00
B. Packing extra (2 % on A)	: 2.00
C. Sub Total (A + B)	: 102.00
D. Integrated GST @ 18% on 'C'	: 18.36
E. Fright extra (3%) on 'A'	: 3.00
F. Integrated GST @ 5% on 'E'	: 0.15
G. Total (C+D+E+F)	: 123.51
H. Insurance 0.09 % on G	: 0.11
I. Integrated GST @ 18% on 'H'	: 0.02
J. Total with Insurance (G+H+I)	: 123.64
K. Int. loading @ 19% /annum/30 days short credit on J	: 1.93
L. Landed Cost with interest loading (J + K)	: 125.57
M. Input Tax Credit (ITC)-100% (D+F+I)	: 18.53
N. Landed Net of ITC (LNIP) (L -M)	: 107.04

**Delivery Terms: FOR VSP Stores**

A. Basic price incl. of Pack, Freight up to VSP Stores	: 100.00
B. Integrated GST @ 18% on 'A'	: 18.00
C. Landed Cost (A+B)	: 118.00
D. Input Tax Credit (ITC)-100% (B)	: 18.00
E. Landed Net of ITC (LNIP) (C -D)	: 100.00

**Delivery Terms: FOR VSP Stores with Interest Loading**

A. Basic price incl. of Pack, Freight up to VSP Stores	: 100.00
B. Integrated GST @ 18% on 'A'	: 18.00
C. Sub Total (A+B)	: 118.00
D. Int. loading @ 19% /annum/30 days short credit on C	: 1.84
E. Landed Cost with interest loading (C + D)	: 119.84
F. Input Tax Credit (ITC)-100% (B)	: 18.00
G. Landed Net of ITC (LNIP) (E -F)	: 101.84

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

**Calculation of LNIP and Landed Cost for Imported cases (FOB Basis per unit)**

1. Exchange Rate (For Ex) - 1 EUR = INR	: 71.040
2. Basic Rate in EUR	: 100
3. FOB Shanghai Sea port basis (EUR)	: 100
4. Add: Sea Freight @ 3.091%, since not offered by the bidder	: 3.090
5. Sea freight charges in Rupees	: 219.51
6. CFR Chennai / Vizag Seaport basis (3 + 4)	: 103.090
7. Add: Insurance charges @ 0.035% on CFR i.e 6	: 0.036
8. Total CIF CHENNAI/VIZAG SEA port basis EUR (6+7)	: 103.126
9. CIF Chennai / Vizag sea Port in Rs. (8*1)	: 7326.08
10. Assessable Value in Rs. ( same as CIF value)	: 7326.08
11. Basic Custom Duty @ 5 % on Sl.No.10 in Rs.	: 366.30
12. Education Cess @ 3% on Sl.No.11 in Rs.	: 10.99
13. IGST @ 18% (on Sl.No. 10+11+12) in Rs.	: 1386.61
14. Customs Clearing & Forwarding (C&F) charges considered notionally @ 0.25% on total Assessable value on Sl.No. 10 in Rs.	: 18.32
15. IGST @ 18% on C & F charges on Sl.No.14	: 3.30
16. Inland transport charges from Chennai sea port to VSP Stores @ 5% (assumed) on total assessable value i.e on Sl.No.10 in Rs.	: 366.30
17. IGST e @ 5% on inland transport charge on sl.no-16	: 18.32
18. IGST chargeable @ 5% on Sea freight charges (on 5)	: 10.98
19. Landed Cost (Sl.No.9+11+12+13+14+15+16+17+18) in Rs.	: 9507.19
20. Total ITC (13+15+17+18)	: 1419.19
21. LNIP (Sl.No. 19-20)	: 8087.99

Note:

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

**Calculation of LNIP and Landed Cost for Imported cases (CFR Basis per Unit)**

01. Exchange Rate (For Ex) - 1 EUR = INR	: 71.04
02. Basic Rate in EUR	: 100
03. CFR Chennai / Vizag Seaport basis (EUR)	: 103.09
04. CFR Chennai / Vizag Seaport basis (3) (EUR)	: 103.09
05. Add: Insurance charges @ 0.035% on CFR i.e 4 (EUR)	: 0.036
06. Total CIF CHENNAI/VIZAG SEA port basis EUR (4+5)	: 103.126
07. CIF Chennai / Vizag sea Port in Rs. (6*1)	: 7326.08
08. Assessable Value in Rs. ( same as CIF value)	: 7326.08
09. Basic Custom Duty @ 5 % on Sl.No.8 in Rs.	: 366.30
10. Education Cess @ 3% on Sl.No.9 in Rs.	: 10.99
11. IGST @ 18% (on Sl.No. 8+9+10) in Rs.	: 1386.61
12. Customs Clearing & Forwarding (C&F) charges considered notionally @ 0.25% on total Assessable value on Sl.No. 8 in Rs.	: 18.32
13. IGST @ 18% on C & F charges on Sl.No.12	: 3.30
14. Inland transport charges from Chennai sea port to VSP Stores @ 5% (assumed) on total assessable value i.e on Sl.No.8 in Rs.	: 366.30
15. IGST @ 5% on inland transport charge on sl.no-14	: 18.32
16. Landed Cost (Sl.No.7+9+10+11+12+13+14+15) in Rs.	: 9496.21
17. Total ITC (11+13+15)	: 1408.22
18. LNIP (Sl.No. 16-17)	: 8087.99

Note:

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

Ref:

Date:

**AUTHORISATION CERTIFICATE**

To,  
M/s Rashtriya Ispat Nigam Ltd.,  
Visakhapatnam Steel Plant,  
Purchase Department,  
Main Administrative Building,  
Visakhapatnam – 530 031  
Attn: (Name of the Dealing Officer)

Dear Sir,

Sub: **Authority Letter Against**

ITT No. ....Dt. .... Due on .....  
Item/s quoted .....  
.....

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

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

The agency commission of ...(\*1)... % included in the gross FOR/ex-works/FOB/CIF/others (to be specified)(\*2) price is payable to M/s ..... in Indian Rupees. / No agency commission is payable to M/s ..... We hereby extend our full guarantee /warranty as per your clause at Sl No ..(\*3).. of the General Conditions of Contract for the goods offered against this Invitation to Tender, by the above firm.

We also confirm that the spares and any other miscellaneous items( as applicable), of the equipment quoted will be freely available for at least five years after expiry of warranty/ guarantee period.

**Our other responsibilities are as follows:**

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

Other responsibilities : .....

(To specify, if any)

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

(To specify, if any)

Yours faithfully,

(Name of Manufacturer)

For and on behalf of M/s \_\_\_\_\_(Name of Manufacturer & Signatory)

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

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

c) (\*2) To indicate exact basis of offer - FOR/ex-works/FOB/CIF/others (to be specified)

d) (\*3) To fill in the relevant clause of the applicable GCC as per the scope of tender i.e. Supply/Supply & Installation/Supply& Application/Supply & Supervision/Supply & Erection /others – to specify.

Ref:

Date:

LETTER OF UNDER TAKING

To,  
M/s Rashtriya Ispat Nigam Ltd.,  
Visakhapatnam Steel plantt,  
Purchase Department,  
Main Administrative Building,  
Visakhapatnam -530 031.

Attn: (Name of the Dealing Officer)

**Dear Sir,**

Sub: **Letter of Undertaking Against** ITT No..... Due  
on ..... Item/s quoted .....

We ..... who are established and reputed manufacturers of .....having factory at..... here by authorize M/s .....( name and address of agent/dealer/stockist/distributor) to supply the material against above ITT No., for the abovementioned goods manufactured by us.

No company or firm or individual other than M/s ..... are authorized to Supply the said material in regard to this business against this specific tender without our authorization.

The agency commission of ...(\*1).. % included in the gross FOR/ex-works/FOB/CIF/others(to be specified)(\*2) price is payable to M/s ..... in Indian Rupees. / No agency commission is payable to M/s .....

We hereby extend our full guarantee /warranty as per your clause at SI No ..(\*3).. of the General Conditions of Contract for the goods offered against this Invitation to Tender, by the above firm.

We also confirm that the spares and any other miscellaneous items( as applicable), of the equipment quoted by us will be freely available for at least five years after expiry of warranty/ guarantee period.

We also here by undertake to execute the above order directly by us or through any other alternate agent/stockist/dealer , in case the above said agent/stockist/dealer fail to perform the supply as per agreed terms and conditions of contract. .

**Our other responsibilities are as follows:**

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

Other responsibilities : .....  
(To specify, if any)

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

(To specify, if any)

Yours faithfully,  
For and on behalf of (M/s Name of Manufacturer)  
(Name of Manufacturer &

Signatory\_\_\_\_\_

**Note:**

- a) Whenever OEMs authorize their (agent/dealer/stockist/distributor) to supply against the tender, they shall submit the letter of undertaking as per the format given above. This letter of undertaking should be **submitted on the letter head** of the manufacturing concern and should be signed by a person on behalf of the manufacturer, who is competent to authorize the agent/dealer/stockist/distributor. If the letter of undertaking is not furnished as per the above format, the tender shall be liable for rejection.
- b) (\*1) To strike out whichever is not applicable. If agency commission is payable % is to be furnished.
- c) (\*2) To indicate exact basis of offer - FOR/ex-works/FOB/CIF/others (to be specified)
- d) (\*3) To fill in the relevant clause of the applicable GCC as per the scope of tender i.e. Supply/Supply & Installation/Supply& Application/Supply & Supervision/Supply & Erection /others – to specify.

Sl. No.	No of sources required		1	2	3	4	5
1	<b>Where Local MSE is L1</b>		100% - L1 Local MSE	2/3 - L1 Local MSE 1/3 - Others	2/4 - L1 Local MSE 1/4 - Others 1/4 - Others	2/5 - L1 Local MSE 1/5 - Local MSE 1/5 - Others 1/5 - Others	2/6 - L1 Local MSE 1/6 - Local MSE 1/6 - Others 1/6 - Others 1/6 - Others
2	<b>Where MSE is L1</b>						
	A	In case there is/are eligible Local MSE/s	100% - Local MSE  # (2/3 - Local MSE 1/3 - L1 MSE)	2/3 - Local MSE 1/3 - L1 MSE	2/4 - Local MSE 1/4 - L1 MSE 1/4 - Others	2/5 - Local MSE 1/5 - L1 MSE 1/5 - Local MSE 1/5 - Others	2/6 - Local MSE 1/6 - L1 MSE 1/6 - Local MSE 1/6 - Others 1/6 - Others
	B	In case there is no eligible Local MSE	100% - L1 MSE	2/3 - L1 MSE 1/3 - Others	2/4 - L1 MSE 1/4 - Others 1/4 - Others	2/5 - L1 MSE 1/5 - Others 1/5 - Others 1/5 - Others	2/6 - L1 MSE 1/6 - Others 1/6 - Others 1/6 - Others 1/6 - Others
3	<b>Where Non-MSE is L1</b>						
	A	In case there is/are eligible Local MSE/s	100% - Local MSE  # (2/3 - Local MSE 1/3 - L1 Non MSE)	2/3 - Local MSE 1/3 - L1 Non-MSE	2/4 - Local MSE 1/4 - L1 Non-MSE 1/4 - Others	2/5 - Local MSE 1/5 - L1 Non-MSE 1/5 - Local MSE 1/5 - Others	2/6 - Local MSE 1/6 - L1 Non-MSE 1/6 - Local MSE 1/6 - Others 1/6 - Others
	B	In case there is no eligible Local MSE but there is/are eligible MSE/s	100% - L1 Non MSE  # (2/3 - L1 Non MSE 1/3 - MSE)	2/3 - L1 Non-MSE 1/3 - MSE	2/4 - L1 Non-MSE 1/4 - MSE 1/4 - Others	2/5 - L1 Non-MSE 1/5 - MSE 1/5 - Others 1/5 - Others	2/6 - L1 Non-MSE 1/6 - MSE 1/6 - MSE 1/6 - Others 1/6 - Others
	C	In case there is no eligible Local MSE or MSE	100% - L1 Non-MSE	2/3 : 1/3	2/4 : 1/4 : 1/4	2/5 : 1/5 : 1/5 : 1/5	2/6 : 1/6 : 1/6 : 1/6 : 1/6

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

**Note:**

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

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