

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	30-09-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-10-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Rashtriya Ispat Nigam Limited
संगठन का नाम / Organisation Name	Rashtriya Ispat Nigam Limited
कार्यालय का नाम / Office Name	Visakhapatnam Steel Plant
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : hodmm@vizagsteel.com Buyer Email id: psaisree@vizagsteel.com
कुल मात्रा / Total Quantity	210
वस्तु श्रेणी / Item Category	TELECOM LINEMAN HANDSET , SPEAKER PHONE HANDS FREE SINGLE LINE , PUSHBUTTON TELEPHONE WITH CLI , MAIN & EXTN TELEPHONE , PUSH BUTTON TELEPHONE
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PUSH-BUTTON TELEPHONES
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Emergency Push Button Switch, Flameproof Control Station, Fitness Push Up Bar, Mobile Storage Compactors, Button Bits for DTH Hammer, Auditorium Chair (V2), Sealed Nickel Cadmium Button Type Rechargeable Single Cells Conforming to IS 10893, Badges (V2), Pendant control station, HAND SPRAY PUMPS OR SPRAYER AND MISTERS
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Telephone Instrument - Corded and Cordless - telephone instrument single push button one plus one and one plus
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	TELECOM LINEMAN HANDSET
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	30

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 30% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1

v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Telecom Lineman Handset	30
Schedule 2	Speaker Phone Hands Free Single Line	25
Schedule 3	Pushbutton Telephone With Cli	80
Schedule 4	Main & Extn Telephone	25
Schedule 5	Push Button Telephone	50

TELECOM LINEMAN HANDSET (30 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	30	120

SPEAKER PHONE HANDS FREE SINGLE LINE (25 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	25	120

PUSHBUTTON TELEPHONE WITH CLI (80 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	80	120

MAIN & EXTN TELEPHONE (25 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	25	120

PUSH BUTTON TELEPHONE (50 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Chikkala Madhu Sudana Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	50	120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED ADDITIONAL TERMS & CONDITIONS (ATC)

Contact e-mail ID: psaisree@vizagsteel.com

Product(s) to be offered by the bidders in response to the bid should be in conformity to the following RINL additional terms and conditions (ATC):

1. MATERIAL SPECIFICATIONS:

- As per Buyer specification Document. *Exception and deviation: No request for change in scope of work will be considered.
- Bidder to specify Make/Model and upload Technical catalogue/brochures etc wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.
- RINL will not take into cognizance any contradiction w.r.t the offer given by bidder or agreed to during technical evaluation, vis-à-vis contents of catalogue/ document(s) made available by the bidder elsewhere in the GeM portal (outside the Bid/tender under consideration). Bidder will be required to abide by their offer/ terms agreed to during the technical evaluation.

2. DELIVERY SCHEDULE:

a. The tentative schedule at which the supplies should be affected as indicated by RINL-VSP as per Delivery Schedule indicated in GEM Bid Document from the date of receipt of Letter of Acceptance (LOA) / GEM Contract / RINL SAP Purchaser Order (in case GEM contract could not be released in GEM portal for whatsoever the reason), whichever is earlier.. Further, RINL-VSP reserves the right to revise the delivery schedules depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.

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

c 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 shall attract contractual remedies as per tender terms and conditions.

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

e The Purchaser shall have the right to foreclose the contract at any time during the tenure of the Contract without assigning any reason whatsoever by giving advance notice of thirty days to the Supplier of its intention to do so without any claim of damages by the Supplier.

3. RIGHT TO REVISE THE TENDER QUANTITY: RINL-VSP reserves the right to review and revise the tendered qty. at the time of placement of Letter of Acceptance/Purchase Order (s)/Contract.

4. NUMBER OF SOURCES: 01 (ONE)

The tendered quantity shall be taken from 01 Techno-Commercially Acceptable Bidder.

However, the bid quantity may be split in 'TWO' sources, wherever applicable, as per MSE & MII purchase preference policy of buyer, subject to L1 price matching.

Illustrative distribution for quantity distribution based on the above principle is given in our official website, www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT)

5. Drawing Approval Applicable: NO

Drawing submission and approval : Where drawings are required to be furnished for approval upon placement of PO (before manufacturing of motor), 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).

Sample Approval Applicable: NO

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.

6. Packing : The Contractor shall be responsible for the Stores being properly packed for transport by Road so as to ensure their being free from loss or damage on arrival at their destination. The Contractor should comply with the standard packing conditions prescribed by the Railway/Transport companies/Steamer/Air carries.. PO No, PO date, Supplier's Name, Mat. No., Mat. Description / Item Nomenclature and Quantity should be clearly mentioned on each packet. Items having different Mat. No. should be packed separately. There should not be mix up of different items in any packet.

7. INSPECTION: Inspection shall be carried out by Buyer (Receipt Inspection Cell-RIC) at VSP Stores after receipt of Material at VSP Stores. Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation. Supplier shall furnish Test certificate as per buyer's technical specification sheet only.

a. The Purchaser shall have the power to reject the Stores if it is found that the same have not been manufactured in accordance with the standard engineering practices for manufacture of such Stores.

b. The Inspector's decision as regards rejection of the Stores shall be final and binding on the Contractor.

c. Removal of Rejections: Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within thirty days from the date of the receipt of the intimation of rejection, provided that in case of dangerous, infectious or perishable Stores the Inspector (whose decisions shall be final) shall inform the Contractor to remove such Stores within 48 hours of the intimation of the rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected Stores shall lie at the Contractor's risk and cost after the expiry of aforementioned period and if not removed within this period the Purchaser shall have the right either to return the rejected Stores to the Contractor at his risk and cost by such modes of transport as the Purchaser may select or to dispose off or segregate such Stores as they may think fit at the Contractor's risk and cost and on his account or to retain such portion of the proceeds as may be necessary to recover any loss or expenses incurred by the Purchaser in connection with the said sale. F

reight to Contractors destination on Stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff Rate.

d. If Stores are rejected after inspection at Purchaser's premises, and by the nature of the stores segregation of rejected stores with that of earlier accepted Stores is not possible, the Purchaser shall not be under obligation to return such rejected Stores to the Contractor as per the Article d above. Such rejected stores shall be paid by the Purchaser as considered reasonable and the Purchaser's decision shall be final in this regard.

8. GENERAL INFORMATION/DOCUMENTS TO BE FURNISHED BY TENDERERS

a. One bid per bidder:

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company/ Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) Individual or proprietorship format and/or
- b) A partnership or association of persons format and/or
- c) A company format

b. Common IP address: The bids received from common IP address shall be summarily rejected, without any further notice.

9. QUOTING OF PRICES: On LANDED Cost basis only.

The price to be quoted On LANDED Cost per Metric Ton basis in online should be & FOR Visakhapatnam Steel Plant Stores basis. During the auction, the quoted Lowest LANDED Cost per MT shall flow as start bid price in the Rev E-Auction

10. PAYMENT TERMS: 100% payment shall be released on 45th day (21st day for local micro and small enterprises and 45th day for Non-Local MSEs from the date of issue of CRAC/VSP's SAP GARN subject to submission of relevant documents to our Finance department.

i. Original documents are required to be submitted for payment i) Invoice in triplicate ii) LR / RR iii) Delivery challan/packing list iv) Test Certificate wherever applicable v) Guarantee certificate wherever applicable vi) All these documents except the first are to be submitted to the Consignee(ALONG WITH THE STORES).

ii. As soon as the goods are despatched, the LR No. along with the transporter's name/ RR No., Item No., Material No. of the PO and quantity against each item despatched along with total value of the invoice should be intimated to i)Purchase Dept (with attention drawn to the signatory with name & designation) ii) Consignee iii) Finance Dept., (Purchase Bills 1).

a. There shall be no indication of your offer price in the Techno-commercial bid documents. If prices are indicated there, such offers are liable to be rejected.

b. Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.

c. Please note that invoices sent along with the goods will not be considered for payment processing. Commercial invoice, original is to be submitted to Finance-Purchase Bills-1 section drop box, 2nd floor, Administrative building, RINL/VSP, Visakhapatnam-530031.

11. PRICE FIRMNESS:

Price shall be quoted in Rs. per Unit for supply on "FOR VSP Stores" basis (inclusive of Material price, Freight

ht, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

The prices quoted should be firm unless otherwise allowed specifically till completion of delivery.—VITAL . Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer.

12. WEIGHMENT:

All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods acceptance and payment.

13. TAXES, DUTIES AND LEVIES :

- a. Please mention schedule/item wise applicable GST rate in your offer.
- b. Tenderers must furnish complete details w.r.t each of the quoted items about the HSN code, applicable GST rate, any other cess
- c. 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.
- d. In case of supervision for erection, testing & commissioning, the existing applicable GST percentage are to be stated separately.
- e. 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.
- f. Successful tenderer making purchases shall be subjected to TDS provisions if any as per GST Act.
- g. The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act.
- h. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them.
- i. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.
- j. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.
- k. The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal.
- l. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, 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.
- m. 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 any other Contracts including future Contracts.
- n. 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.

14. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

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

15. Notwithstanding anything specified in this Tender, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest priced Offer or any other Offer or all the Offers;

- b) To accept any tender/Offer in full or in part;
- c) To reject the Offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend Purchase Preference to SSIs/MSEs (Micro and Small Enterprises) as above, subject to submission of documents as per prevailing guidelines of Govt. of India.

16. CONDITIONS FOR AVAILING MSE BENEFITS

- a. The stipulated MSE benefits like, Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item / 'item category', and not by Traders / Dealers. Documents as prescribed by Govt. of India from time to time are to be submitted by the eligible MSEs for availing MSE benefits.
- b. The criteria for classification of Micro, Small and Medium enterprises shall be as per the Gazette Notification dtd.26.06.2020 from Ministry of MSME, Govt. of India, as may be amended from time to time.
- c. The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit the following documents for the items/item category for which they are registered for availing the relevant benefits as stipulated herein above.
 - (i) Self-certified copy of Udyam Registration Certificate;
 - (ii) The concerned MSE is registered in the MSME databank and
 - (iii) MSE is registered for the given scope of job/ procurement
- d. 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.
- e. 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.
- f. 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).
- g. 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. MSEs owned by Women are required to submit supporting documentary evidence.

17. PURCHASE PREFERENCE TO MSEs AND MAKE IN INDIA (MII) VENDORS AND OTHER BENEFITS:

- a. Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/ guidelines.
- b. Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local MSEs) and non- local MSEs as below, subject to submission of documents as stipulated vide clause above. 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.
- c. 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.
- d. The quantity 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:
The allocation will be in the descending order with L-1 getting the highest share. Further, Purchase Preference to eligible MSEs & MII tenderers shall be followed as per Clause above. The distribution pattern for split

Dividing the order into 2 / 3 / 4 parties will be broadly as indicated below:

In case of distribution for Ratio for Original Ranking L-1 L-2 L-3 L-4 L-5 L-6 L-7 L-8

Two parties : 70:30 ; Three parties : 60:25:15 ; Four parties : 50:25:15:10

Five parties : 40:25:15:10:10 ; Six parties : 35:20:15:10:10:10

Seven parties : 30:20:10:10:10:10:10; Eight parties : 25:15:10:10:10:10:10:10

However, capability, capacity and past performance will be kept in view for the allocation of quantity to multiple sources. In addition to the above, in case more than one party has the same rank, then their share will be added and equally distributed. For example, if distribution is to be made among six parties and two parties have the same ranking of L-2 i.e. the original rankings are L-1, L-2, L-2, L-3, L-4, L-5, then from the above table, the distribution shall be:

L-1 : 35 %; L-2 : 17.5 % i.e. $(20 + 15)/2 = 17.5$ %; L-2 : 17.5 %; L-3 : 10 %; L-4 : 10 %; L-5 : 10 %

Similarly, if three parties have the same ranking, viz. L-1, L-1, L-1, L-2, L-3, L-4, then the distribution shall be:-

L-1 : 23.33%, L-2 : 23.33% $(35 + 20+15)/3 = 23.33$ %, L-2 : 23.33%, L-3 : 10 %
L-4 : 10 %, L-5 : 10 %

However, in case of tie among the same ranking parties i.e. in a situation where ranking is L-1, L-1, L-2, L-3, L-3, L-3, L-4, and only four parties are to be considered for placement of order, the distribution shall be L-3 10% and only one party among the three L-3 parties to be selected through draw of lot in the presence of their representatives.

L-1 : 37.5 %, L-1 : 37.5 % $(50 + 25)/2 = 37.50$ %, L-2 : 15 %, L-3 : 10 %

e. MSE Purchase Preference to 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 25%.

c) Others

f. Illustrative distribution for quantity distribution based on the above principle is given in our official website, www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT)

g. 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.

h. Quantity reserved for SC/ST /WOMEN owned MSEs: "Within the 25% of the tendered quantity reserved for MSEs, 4% shall be reserved for MSEs owned by SC/STs and 3% shall be reserved for MSEs owned by WOMEN, 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".

i. The above Purchase Preference clauses are to be read with OM No. F.1/4/2021-PPD dated 18.05.2023 and subsequent amendments if any for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated as MSE by Buyer after evaluation of documents submitted.

18. EMD/BID SECURITY:

In lieu of EMD/Bid Bond, the bidders are required to submit/upload Bid Security Declaration along with their Offer documents with an undertaking as mentioned at Annexure 1 on bidder's letter head duly signed mentioning the Bid No. and date

19. RIGHT TO ACCEPT/REJECT OFFERS:

RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

20. TEST cum GUARANTEE CERTIFICATE: The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

Replacement of defective MATERIALS shall be made free of cost at PURCHASER's site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIER's responsibility and shall be made at his expenses

21. GUARANTEE:

- a. 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
- b. Replacements of defective items / parts if any during the guarantee period must be delivered by the Supplier free of charge up to VSP stores on DDP basis (Incoterms 2010).
- c. 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.

22. Transportation: Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. Any transit breakage/damage shall be to supplier's account.

23. LIQUIDATED DAMAGES: Shall be as per GeM GTC: LD Shall be levied as per GeM GTC subject to a maximum of 10% of value of such consignments, excluding Taxes.

To recover from the supplier / contractor, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the supplier / contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of value of such stores/item(s).

For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection.

24. ESTABLISHMENT OF CREDIBILITY OF NON-ENLISTED/NON-ASSESSED VENDORS: If a tenderer who responds to this Bid is presently not enlisted with RINL-VSP as an approved Vendor in the MGP against which the present tender is issued, and/or those tenderers for whom Vendor Assessment is not done by GeM for the tendered item category, has to upload the following documents in the Offer/Bid in GeM:

- i) Self-certified UDYAM registration certificate for the same/similar tendered item(s) for MSMEs.
(or)
Notarized copy of Certificate of Registration of Shops and Establishments and Letter of authorization from principal manufacturer for a Dealer/Agent/Trader etc.
- ii) Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private/Public Limited companies.
(or)
Notarized Copy of Proprietary/Partnership deeds in case of Proprietary/Partnership firms.
- iii) Notarized copy of GST registration certificate and PAN card copy in the name of company in case of Limited companies and Partnership firms or in the name of individuals in case of Proprietary firms.
- iv) Self-attested Financial worth and Audited Financial statements (Balance sheet and profit and loss statements) for the last three (3) years.
- v) Self-attested copies of Purchase Orders/Contracts for the same or similar tendered item/s.
- vi) Self-certified ISO Certificate, if any.

Vendor Assessment Report has to be submitted by the bidders for whom Vendor Assessment is already done by GeM for the Category of tendered item.

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

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

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

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL/VSP as approved vendor for the tendered item/ MGP in which the tender is issued, and/or those tenderers for whom Vendor Assessment is not done by GeM for the Category of tendered item

m. The tender/Offer of non-enlisted/non-assessed vendor shall be rejected in case of non-submission or in complete submission of the above documents except (vi) or RINL/VSP finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

Traders/Resellers who would supply the tendered item from a Principal Manufacturer/ shall furnish in original the Letter of Authority from the original manufacturer, as per the proforma given below at Annexure-1, specifically authorizing the said supplier to make an offer in response to this Bid. This Letter of Authority should be submitted/uploaded along with Offer/Bid in GeM.

25. DEFAULT:

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

26. RISK PURCHASE:

The time for and the date of delivery of the Stores stipulated in the RFX shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule specified in the PO. The Contractor shall deliver the Stores at the place specified as per the PO. No Stores shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser. As soon as it is apparent to the Contractor that the delivery dates as stipulated in the contract cannot be met, he should apply for extension of the delivery dates to the Purchaser giving reasons for delay along with supporting documents, if any, and also the date upto which the extension of delivery period is required. The Purchaser will consider such request depending on the nature of the case and either agree for such extension suitably or reject the said request of the Contractor. In case of non supply during the stipulated delivery period, the Purchaser will be free to cancel the Contract or a portion thereof and also purchase stores at the risk and cost of the Contractor. In any case the Contractor shall have no claims whatsoever in respect of cancellation of the contract. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfil the contractual obligations. In case the Contractor fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the stores or a portion thereof at the risk and cost of Contractor without serving any notice to the Contractor. In the event of the PURCHASER terminating the Contract / Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies and/or any loss which the Purchaser may sustain on account of risk purchase, but the Contractor shall not be entitled to any gain on such purchase made against such default. However, in case of part termination of Contract/Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Contract/Purchase Order to the extent it is not terminated under the provisions of this Clause. In the event of cancellation of the contract by Purchaser at the risk and cost of the Contractor, the Contractor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the Contractor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final. The Purchaser reserves the right to suspend the business with such Contractors who default in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the Contractor and considering his reply if any.

27. RECOVERY OF SUMS DUE:

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

28. GENERAL:

The Seller/Contractor shall be entirely responsible for the execution of the Contract in all respects in accordance

dance with the terms and the conditions as specified in the Contract/Purchase Order. Any approval which the Inspector may have given in respect of the Stores (whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.

29. TRANSFER AND SUB-LETTING:

The SELLER shall not sublet, transfer, assign or otherwise part with the Contract/ Purchase Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor's account and at his risk and cost.

30. WAIVER:

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

31. REVENUE POLICY OF GeM:

Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions -- Sellers -- Revenue policy of GeM".

32. DOCUMENTS TO BE UPLOADED: Bidder/Seller during bid participation in GeM:

- i) In place of EMD/Bid Bond, the bidders are required to submit/upload "Bid Security Declaration" as per Annexure 1 below, maintaining the verbatim, on firm letter head- VITAL and also the bidder shall submit a documentary proof (viz. certified/true copy of board resolution / power of Attorney etc.) with respect to Legal capacity of person signing the BSD"
- ii) Bid Document along with ATC- as it is -duly signed and stamped on all the pages-VITAL.
- iii) Buyer's Technical specification document-duly filled in, signed and stamped - Vital
- iv) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- v) Credentials of the bidder/seller (who are not enlisted in RINL and not assessed by QCI/GeM for the tendered item as mentioned above) viz., Self-certified Udyam in case of MSME manufacturer, in case of Large scale manufacturer-self declaration of the same, notarized GST, notarized PAN, notarized COI&MOA/Partnership/Proprietorship deed, Authorization certificate from principal manufacturer in case of dealer, self-certified PO copies for tendered item, self-certified audited financial statements for the last 3 years.
- vi) Authorization Certificate from original manufacturer, duly signed, to be submitted by Resellers/Trader s/Dealers in prescribed format as per Annexure 2
- vii) GeM Vendor Assessment report for the tendered item, if applicable.
- viii) Filled in format for Non-Collusive Tendering Certificate as per Annexure-3
- ix) Filled in format for undertaking to be submitted/ uploaded by bidder as per Annexure-4

Offers of the bidders who fail to submit the Vital documents are liable for rejection.

33. PUNITIVE ACTIONS:

- i. 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.
- ii. 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.

34. FORCE MAJEURE: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities") and provided notice of the happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 d

ays from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Contractor may, with the concurrence of the Purchaser, elect to retain.

35. **ARBITRATION CLAUSE:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or breach thereof shall be settled

by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

36. In case there is delay in release of GeM contract from Buyer's end, suitable Letter of Acceptance/SAP Purchase Order shall be issued prior to release of GeM contract. Bidders are bound to accept the same and commence the supplies as per delivery schedules indicated therein.

37. All internal transactions and accounting at Buyer's end like Daybook, GARN, GST payment etc. shall be done in SAP PO only.

38. All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com ? Tenders ? MM ? Detailed terms and conditions of Invitation to Tender (ITT). Any Contradiction between the terms in this Bid ATC and GCC, and detailed terms and conditions of Invitation to supply tender, the terms in this tender document shall prevail to the extent of such contradiction.

39. The terms & conditions of this Buyer added Bid Specific ATC supplement/supersede those of GeM GT C in case of conflicting provisions.

Annexure-1

BID SECURITY DECLARATION

(In Lieu of EMD)

Tender No.: _____ Dt.: _____

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

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

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

Or

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

- i) Fail or refuse to execute the Contract. (or)
- ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/Work Order/ Letter of Acceptance/ Purchase Order. (or)
- iii) Fail or refuse to comply with any other aspect of the tender which otherwise would have involved forfeiture of EMD.

(Signature)

In the capacity of:

(Legal capacity of person signing the Bid Security Declaration)

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

Name:

(Complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of: (Complete name of Bidder and Address)

Date: (Date of signing)

Corporate Seal : (wherever applicable)

Annexure-2

LETTER OF AUTHORITY FROM THE ESTABLISHED MANUFACTURER ON COMPANY LETTER HEAD (IN CASE THE BIDDER IS A DEALERS/TRADER)

Ref: Date:

To,

M/s Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Purchase Department,
Main Administrative Building, Visakhapatnam – 530 031

Attn: (Name of the Dealing Officer)

AUTHORISATION CERTIFICATE

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 a
bove 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 SI No ..(*3).. of the General Condition
s 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 quot
ed 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 responsi
bilities :

(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, the
y shall submit an authorization certificate as per the format given above. This certificate of authorization s
hould 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 auth

orization 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)

(*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.

Annexure-3

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorized person on the Tenderer's behalf)

To

RINL-VSP.

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. () Date ()}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

i) Prices;

ii) Methods, factors or formulas used to calculate prices;

iii) An intention or decision to submit a bid;

iv) An intention or decision to withdraw a bid;

v) The submission of bid that does not conform with the requirements of the tender;

vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and

vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded.

We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place -----.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:

Name: Position:

Annexure-4

FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

I.....(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s.....(herein after called the bidder) for the purpose of the Tender Documents for.....as per the tender No.....
.....of (RINL), do hereby solemnly affirm and state on the behalf of the bidder including its constitu

ents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- (a) RINL, Place;
- (b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ----- ;
- (c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- (e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- (f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

Annexure-5

VENDOR CODE FORMAT (To be filled by those bidders who have no vendor code with RINL-MM dept)

1. Name* :
2. Address for communication* :
3. Telephone No. * :
4. Fax No.* :
5. E mail address* :
6. Supplier Status : LARGE SCALE / MEDIUM SCALE/ SMALL SCALE / MICRO SCALE/ DEALER /TRADER :
7. Constitution of the Firm* : i) PRIVATE LIMITED]
(Please opt) ii) PUBLIC SECTOR
iii) LIMITED COMPANY
iv) PARTNERSHIP
v) PROPRIETARY
8. CIN No.** :
9. GST No. * :
10. PAN No.* :
11. Purchase Ref. No. :
12. Reason for request :

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code

on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---