

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-11-2025 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	25-11-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (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
कुल मात्रा / Total Quantity	600
वस्तु श्रेणी / Item Category	ALUMINIUM SHEET
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ALUMINIUM SHEET
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Aluminium Composite Panel Sheet, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Aluminium Composite Panel (V2) as per IS 17682, Noise Barriers, Corrugated Aluminium Sheet as per IS 1254, Metal Shelving Racks (Adjustable Type) confirming to IS 1883 (V2), Wrought Aluminium and Aluminium Alloys Sheet and Strip (General Engineering Purposes) as per IS 737, Mild Steel Sheet, Aluminium nitrate, Aluminium Oxide
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Aluminium Composite Panel (V2) as per IS 17682</li> <li>Aluminium Composite Panel Sheet</li> <li>Corrugated Aluminium Sheet as per IS 1254</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 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
मूल्यांकन पद्धति/Evaluation Method	Total value 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 को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	30
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1. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 [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.

## ALUMINIUM SHEET ( 600 kilogram )

### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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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	डिलीवरी अनुसूची /Delivery Schedule अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में / (In number of days from contract start days)		
1	Ramachandra Rao Damma	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	मात्रा /Quantity	प्रारंभ होने की तारीख से डिलीवरी /Delivery to start after	डिलीवरी _____तक पूरी कर ली जाए /Delivery to be completed by
			600	0	30

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

### 1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### 1. Technical Specifications: 1MM THICK ALUMINIUM SHEET FOR CDCP CYCLONES

CYCLONE, PARTS

1. Part Name : 1mm thick Aluminium sheet
2. Material : IS: 737-2008; Designation: 19500
3. Size : 1220mm (W) X 2500mm (L) X 1mm (THK)
4. Equipment Name : Cyclone
5. Design Spec : IS: 737-2008
6. Material Description : Aluminium sheet size: 1mm thick X 1220mm width X 2500mm length for Cyclones in CDCP.
7. Special Instructions:
  - i. Chemical composition of material shall be as per designation: 19500. Party shall make note of it.
8. Inspection : Test Certificate (TC) for chemical composition shall be submitted from Govt / Govt approved lab.
2. DELIVERY SCHEDULE:
  - a. The tentative schedule at which the supplies should be affected as indicated by RINL-VSP in Purchase Order (PO)/LOA. However, 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. The successful tenderers should commence delivery of material within 7 days from the date of Purchase Order (Acceptance to Tender) and complete delivery of the offered monthly quantity, as per schedule, in an evenly spread manner through-out the month.
  - c. In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.
  - d. VSP reserves the right to reject Offers not meeting VSP's Schedule or to consider Offer with best delivery schedule(s).
  - e. RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.
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.
5. TOTAL REJECTION: Any lot deviating beyond the limits specified shall be rejected and shall not be paid for. All deviations / rejections shall be informed to the Seller. The Seller has to ensure lifting of the materials within 15 days from the date of issue of such notice to the Seller or otherwise 1% of basic material value rejected quantity per month or part thereof as storage cost will be leviable by VSP till such time the material is lying at VSP stores at Seller risk. Payment, if any, made by RINL-VSP for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant.
  - a. MATERIAL REVIEW BOARD: In case the material is required at plant for meeting its urgent production requirements, the rejected material will be consumed and the payment for such rejected quantity which is used shall be decided by the Material Review Board (MRB) of RINL/VSP. The decision of MRB shall be final and binding on both the parties.
6. WEIGHMENT  
Weight recorded at VSP Weigh Bridge or LR weight whichever is lower will be final for payment. In case the truck is not weighed at VSP, the weight recorded in LR will be taken as final for payment.

#### 7. 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 / Limit

ed 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

8. 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

9. PAYMENT TERMS: 100% payment shall be released on 60th day (21st day for local micro and small enterprises and 45th day for Non-Local MSEs subject to submission of documents as stipulated vide below clause) of issue of CRAC/SAP GARN and submission of original bills, Test certificate and other relevant documents to RINL-F&A Dept.

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.

10. 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

11. 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.

12. 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 MSME 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 100 kms 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.

### 13. 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 splitting 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](http://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 r

ange 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.

**14. 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 follows on bidder's letter head duly signed mentioning the Bid No. and date:

**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)

**15. 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.

**16. TEST cum GUARANTEE CERTIFICATE:**The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly covering the relevant physical and chemical parameters, batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects. Test certificate shall be submitted from Government / 'Govt. approved' laboratory or own lab in case of ISO certified manufacturers.

**17. 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. 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.

**18. 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 57/003-AI lumps and shots, 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. GST may be submitted in case of proprietor in case deed is not available.

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

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.

#### 19. 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.

#### 20. RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the risk and cost of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. 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 fulfill the contractual obligation.

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.

**21. 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.

**22. GENERAL:**

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

**23. 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.

**24. WAIVER:**

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

**25. 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".

**26. 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 mentioned above, 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 duly signed and stamped on all the pages-VITAL.
- iii) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- iv) Credentials of the bidder/seller (who are not enlisted in RINL and not assessed by QCI/GeM for the tendered item/in MGP 57/003 as mentioned above) viz., Notarized Udyam in case of MSME manufacturer, in case of Large scale manufacturer-self declaration of the same, notarized GST, notarized PAN, notarized C OI&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.
- v) Authorization Certificate from original manufacturer, duly signed, to be submitted by Resellers/Traders/Dealers in prescribed format as mentioned above.
- vi) GeM Vendor Assessment report for the tendered item, if applicable.

**27. 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.

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

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.

29. BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED SUPPLIER / CONTRACTORS:

A. 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

t 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 forging / 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.)

B. '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.

C. 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.

D. 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.

E. 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.

F. 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).

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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'.

30. **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 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 matter 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.

31. 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.

32. All internal transactions and accounting at Buyer's end like Daybook, GARN, GST payment etc. shall be done in SAP PO only.
33. The terms & conditions of this Buyer added Bid Specific ATC supplements/supersedes those of GeM GTC.

Annexure-1

LETTER OF AUTHORITY FROM THE ESTABLISHED MANUFACTURER ON COMPANY LETTER HEAD

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 & Insta  
llation/Supply& Application/Supply & Supervision/Supply & Erection /others - to specify.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and

resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---

