

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-01-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Rashtriya Ispat Nigam Limited
Organisation Name/संगठन का नाम	Rashtriya Ispat Nigam Limited
Office Name/कार्यालय का नाम	Visakhapatnam Steel Plant
Total Quantity/कुल मात्रा	15000
Item Category/मद केटेगरी	Ceramic fibre blanket
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CERAMIC FIBRE BLANKET
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ceramic Fibre Blanket Insulation as per IS 15402, Environmental Chamber, Ceramic fibre Paper, Recycled Blanket, Fibre Cable for Networking, Rubber Blanket, Handloom Blanket - Relief, Blanket Barrack and Hospital Blanket (Defence), Wool / Polypropylene Blended Blankets as per IS 12848, Brushable Ceramic
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Ceramic Fibre Blanket Insulation as per IS 15402
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	<p>Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document</p> <p>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</p>
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM STEEL PLANT, Rashtriya Ispat Nigam Limited, Rashtriya Ispat Nigam Limited, Ministry of Steel
(Rashtriya Ispat Nigam Limited)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. 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.

2. 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 67% (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.

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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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

Ceramic Fibre Blanket (15000 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में)		
1	Kamuju Ravi Kumar	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	Quantity/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
			1500	15	30
			1500	30	60
			1500	60	90
			1500	90	120
			1500	120	150
			1500	150	180
			1500	180	210
			1500	210	240
			1500	240	270
			1500	270	300

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

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the

screenshot of GST portal confirming payment of GST.

5. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 67% of total value.

6. Purchase Preference (State)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority 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 / State of Bid inviting authority. 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 % 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 67 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.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS) OF GEM BID NO: [GEM/2024/B/5703807](#) **FOR SUPPLY OF "CERAMIC FIBRE BLANKET" FOR SMS-2**

1.0 BID SECURITY:

1.1. BID SECURITY (In Lieu of Earnest Money Deposit): The tender shall be considered only if "**Bid Security Declaration**" is submitted as per the stipulated format enclosed as **Annexure-I to A TC of Bid document**. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.

1.2. 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 Bid Security Declaration. Offer received without **Bid Security Declaration** and / or **documentary proof** (viz. certified/true copy of board resolution / Power of Attorney etc.) **with respect to Legal capacity of person signing the Bid Security Declaration is liable for rejection.**

1.3. As per the declaration, bidder may be debarred for a period of 3 years, for the reasons as mentioned in the declaration, from the date of issue of order for debarment. The order for debarment shall be issued within 30 days from the date of establishment of the default occurrence.

1.4. The following categories are exempted from submission of Bid Security:

- a) Central/State Government Public Sector Undertakings of India.
- b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
- c) Manufacturing Units registered with RINL for the tendered item (s).

Note: SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of Bid SECURITY.

However, they would be required to establish Performance Guarantee Bond in case they are successful in the tender.

2.0 ELIGIBILITY CRITERIA / PRE-QUALIFICATION CRITERIA (PQC):

Bidder fulfilling the following criteria are eligible to participate in the tender

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2.1. PART-A: Registered Vendor of Visakhapatnam Steel Plant, RINL enlisted under the Material Group 67008 (CERAMIC FIBRE MATERIAL & SLAG WOOL) of RINL-VSP;

OR

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2.2. PART-B: For other than Registered Vendors for Ceramic Blanket of Material Group 67008 of RINL/VSP, the below criteria must be met:

2.2.1. Bidder should be a manufacturer of Other Non-metallic mineral products (includes asbestos yarn & fabric / mineral insulating material/glasswool/asphalt/gypsum/other mineral substances) etc.

In support of the above, Bidder has to submit Udyam Registration Certificate or State Government Department of Industries Certificate.

Bidder should be a manufacturer and supplier of ceramic fibre blanket.

2.2.2. Bidder should have supplied ceramic fibre blanket of density 128 g/m³ or more, melting temp: > 1650°C, specific gravity: 2.65, tensile strength for 128 kg/cu m blanket: min 30 kpa or more; to any steel plants with capacity 1 MT or more, in India within the past 7 years.

2.2.3. Bidder has to submit Purchase Orders executed for a quantity of minimum 1400sqm of ceramic fibre blanket cumulatively within the last 7 years from the bid date (i.e. tender date).

The PO date / amendment date or delivery date of material (full/part quantity) of the order should be within the last 7 years from this Bid date (i.e tender date) to be considered against their eligibility.

In support of the above, Bidder shall submit proof of all the executed purchase orders, the proofs should clearly give details and supplied quantities; failing which, their offer will not be considered.

2.2.4. The documents submitted in support to their offer to be self-attested.

2.2.5. Offers of Traders (not manufacturer) participated in the tender will not be considered.

2.3. Bidder shall have minimum 20% Domestic Value Addition (Class-I or Class-II Local Supplier as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI) and shall submit declaration as per Format at **Annexure-II** of this ATC along with their Techno-Commercial bid.

2.4. 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. **Refer Annexure-III** for complete details in this regard. Bidder shall submit the self-declaration as per format at **Annexure-IIIA** of ATC inter alia that the bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

2.5. Registered Vendor of RINL-VSP enlisted in Material Group-67008 is not required to furnish any credential documents against eligibility as sought at para 2.2 above. However, the said Registered Vendor shall meet the eligibility criteria as per clause 2.3 & 2.4 above and submit declarations as per Format at **Annexure-II & Annexure IIIA**.

2.6. Tenderer who may be a Supplier offering on behalf of a principal Manufacturer, shall furnish **in original** the Letter of Authority of the concerned Manufacturer, specifically authorising the said Supplier to make an offer in response to this Invitation to Tender. Such Tenderer shall, in addition, furnish all the data as called for in **Cl.No.2.0 above**. The **Letter of Authority** should be as per the format enclosed at **ANNEXURE-IV** of this ATC of Bid Document and this should be submitted along with their Techno-Commercial bid.

2.7. Only one offer should be received from each principal Manufacturer either directly or through their agents. In case more than one offer is received from the same principal Manufacturer, then, all the offers of the same principal manufacturer will be rejected including the direct offer, if any.

2.8. 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 (two) years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

3.0 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS : If Tenderer, who responds to this tender notice, is not presently enlisted with RINL / VSP, then they are requested to furnish copies of the following documents, along with their offer:

- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. Part-I issued by DIC / NSIC registration certificate for the same / similar items for MSEs.

(OR)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer / Agent / Trader etc.

(OR)

Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.

- (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
- (iii) Notarised copies of GST Registration Certificate and PAN Card copy in the name of company in case of Limited Companies or in the name of individuals in case of Proprietary Firms.
- (iv) Self-certified Financial worth and audited financial statements for the last three (3) years.
- (v) Self-Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
- (vi) Self-certified ISO Certificate, if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents or if 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 shall be final.

4.0 QUOTING OF PRICE:

4.1. Price quoted shall be for supply on "FOR VSP Stores, Visakhapatnam" basis (inclusive of Freight, Insurance and applicable GST), as per GEM terms and conditions. After RA, **price break-up** is to be submitted.

4.2. The **prices quoted by the Tenderer should be firm till completion / execution of order** and shall not be subject to any variation on any account. The payment shall not exceed the LNIP so arrived in INR.

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

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4.4. PRICE FIRMNESS: The price finalized shall remain firm till completion of supplies. 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.

5.0 DELIVERY:

5.1. The period of delivery is the essence of the PO. The date of receipt of material at PURCHASER's stores shall be the date of delivery in respect of each consignment.

5.2. RINL/VSP reserves the right to alter the delivery schedules, depending on VSP's production requirements and storage capacity, without any change in price, terms and conditions of PO.

5.3. At the time of Supply, dispatch of the Materials in Set(s) shall be in a Semi Knocked down or Completely knocked down condition under Rule 55(5) of GST. The Supplier may submit the "Set Completion Report" to Stores Dept., RINL/VSP after completion of Set quantity.

6.0 Number of Sources: One (1).

Number of sources intended is One. However, in case of Purchase Preference to MSE / MII, the distribution pattern of 2 sources will be followed and quantity will be awarded on **Two sources**, subject to Purchase Preference to eligible MSEs and Make-In-India suppliers, subject to matching the L1 price.

7.0 PAYMENT TERMS:

100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). 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 for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

- 7.1.** Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed format so that the same can be updated in VSP's database.
- 7.2.** In case of 'No Payment' is to be made to the Material as per the terms of PO i.e. non fulfillment of contractual obligations like Performance/achievement of Guaranteed life, etc. (as applicable), recovery of Payment already made against said Material will be recovered from the bills of the supplier against this PO (or) any other PO bills (or) the supplier is required to refund the same, if no Payments are due to them.
- 7.3.** In case of 'No Payment', reversal of GST shall be accounted against the Credit Note to be issued by the Supplier.
- 7.4.** All the Debit/Credit Notes to be issued by the Suppliers must contain the reference to the original Invoice Number.

Note: a) PBG to be submitted as per Cl.No.14 & **Annexure-VII** of ATC.

b) The successful Tenderer shall ensure submission of GST bills on complete set/Unit (as per ITT) basis linking with the corresponding documents without fail.

8.0 **INSPECTION:** Inspection shall be carried out at VSP Stores by Receipt Inspection Cell (RIC).

9.0 **TEST CUM GUARANTEE CERTIFICATE:**

The SUPPLIER shall submit Test cum Guarantee Certificate issued by Govt./ Govt. Approved lab/ NABL accredited lab/ own lab in case of ISO certified manufacturer 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.

10.0 **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.

11.0 **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.

12.0 **Quality assurance plan (QAP)** to be submitted by the bidder along with the offer.

13.0 Quantity Offered: Bidder should confirm the Quantity Offered on their Letter head and upload along with their Offer, failing which, it will be treated that they had offered full tender quantity.

14.0 PERFORMANCE GUARANTEE BOND:

14.1. The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing Bank directly so as to be received in the office of Dy. General Manager (MM-Purchase), RINL, VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOA / Acceptance to Tender(PO), whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-VII** of the ATC, for an amount covering **5% (Five percent)** of Landed cost of the order. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the SUPPLIER is required to submit the duly filled in check list for BG along with the BG. The check list format is given at **C I.No.14.6 below**. Guidelines for handling Bank Guarantees received through Structured Financial Messaging System (SFMS) mode are also available in **ANNEXURE-VII**.

14.1.1. In case of non-receipt of Performance Guarantee Bond from the Supplier as above, then equivalent amount of PG bond shall be withheld by RINL from the bills/ any available/due amount of the Supplier in lieu of PBG.

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

14.3. This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender.

14.4. The SUPPLIER is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.

14.5. The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 90 days from the date of certification of Indentor after end of campaign of the total material supplied.

14.6. The following checklist shall also be submitted, while submitting PG Bond:

CHECK LIST FOR BANK GUARANTEES (BG)

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Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No/PO No. / (MOU or Sale Agmt):

Name of the Bank issuing BG:

Branch issuing the BG:

BG Internal No.

BG No.:

BG Date:

BG Value:

BG Validity/Expiry Date:

Sl.No	CHECK POINT	YES / NO
1	Is the Hard copy of Original BG received in sealed cover and as per approved format of VSP from issuing bank along with SFMS message?	
2	Is Scanned Copy of Signed Original BG received from Issuing Bank E-mail?	
3	Is content of Original BG and Scanned Copy BG received as above are verified and ensured both are same in Toto.	
4	Is the BG issued by the specified category of Banks (Scheduled Commercial Bank/Nationalized Bank etc. as specified in the contract) who are having SFMS facility?	
5	Is the BG executed on E-Stamp/ Stamp Paper of adequate value?	
6	Is the stamp paper/E-Stamp obtained in the name of the Bank issuing the BG?	
7	Is the date of sale of stamp paper prior to the date of the BG?	
8	Does the BG refer to the concerned agreement/tender/(MOU or Sale Agreement), as per approved format of VSP any, with reference to which the BG issued?	
9	Does the BG bear the number, date and seal of the issuing Bank ?	
10	Does BG Contains the clause for Enforceability of the same at Visakhapatnam?	
11	Does the BG bear the details (Address, Email, Phone No. of Branch etc.) of Issuing Bank / Branch, Enforceability Branch & Advising Branch?	
12	Is the BG signed on all pages ?	
13	Whether the name, designation & code number of the officers signing the BG are mentioned against the signatures of respective officers ?	
14	Whether the BG validity period is as per the concerned contract ?	
15	Whether confirmation from Encashing/Enforceability Branch is received by Contract Dept. in case BG Issuing Branch and Encashing / Enforcing Branch are different?	

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

Signature and Seal of the Supplier

Date:

14.7. Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, and subject to completion of supplies of PO.

15.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS : At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments or Corrigendum will be notified on GEM website. Therefore, the **Tenderers should refer to GEM website regularly for any corrigendum.**

16.0 LETTER OF ACCEPTANCE OF TERMS & CONDITIONS OF TENDER :

16.1. Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at **ANNEXURE-V** of Open Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions.

16.2. No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

17.0 DOCUMENTS TO BE UPLOADED by the bidder/seller during bid participation in GeM:

1. This Bid document along with ATC, duly signed and stamped by bidder on all pages, confirming acceptance & all requisite Annexures.
2. Specification document, duly signed and stamped by bidder
3. Bid Security Declaration as specified at **Cl. 1.0** above as per **ANNEXURE-I** of ATC.
4. Documents in support of eligibility of un-enlisted vendors of VSP as specified at **Cl. 2.0** above
5. MII Certificate (DVA declaration) as per **ANNEXURE-II** of ATC.
6. Self-Declaration by bidder as per **ANNEXURE-III A** of ATC.
7. Documents for credentials of un-enlisted vendors of VSP as specified at **Cl. 3.0** above
8. Letter of Authority from the Manufacturer as per **ANNEXURE-IV** of ATC
9. Letter of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at **ANNEXURE-V** of the ATC and **ANNEXURE-VI** & other stipulated documents.

17.1. Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

17.2. Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.

17.3. In case any Tenderer is silent on any clauses mentioned in this tender document, RINL/VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

18.0 RINL, VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from GEM website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on GEM website.

19.0 Offers which deviate from the vital conditions (as illustrated below) of the tender shall all be rejected.

- a) Non-Submission of Bid documents as per Para 26 above duly signed and stamped.
- b) Incomplete offers, without appending signature on the offer and the prescribed formats.
- b) Variable price being quoted against requirement of firm and fixed price
- d) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this Tender document.

20.0 There shall be no indication of the prices in the Techno-Commercial Bid. If prices are indicated here, such offer are liable to be rejected.

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

22.0 COMPLETENESS OF THE TENDER:

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

23.0 Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the right:

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

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24.0 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.

25.0 PLACEMENT OF ORDER:

25.1. When the offer of a Tenderer is found Technically and Commercially acceptable, RINL will issue a Letter of Acceptance (LOA) followed by Purchase Order / Acceptance of Tender to the successful Tenderer, indicating the following:

- a) The quantity and price of material intended to be purchased.
- b) The desired delivery schedule.
- ci) The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
- d) And other Terms and Conditions

25.2. It may be noted that all post order activities (that is regularizing internal SAP order of RINL VSP, material receipts & GARN, Bill processing and any other post order activity) shall be done outside GEM over RINL VSP's SAP / SRM platform.

26.0 CONDITIONS FOR AVAILING MSE BENEFITS:

- a) The stipulated MSE benefits like EMD exemption, 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 Notary attested copy of valid SSI / MSE Registration Certificate / Entrepreneur Memorandum Acknowledgement Part-II / Udyog Aadhar Memorandum for **the tendered item / 'item category'** for which they are registered, for availing the relevant benefits as stipulated.

27.0 PURCHASE PREFERENCE:

27.1. Purchase Preference will be accorded to Micro & Small Entrepreneurs (MSEs/SSIs) and Make in India Class-1 Local (MII Class-1) Suppliers as per the prevailing Orders / procedure of Govt. / RINL, subject to submission of requisite supporting documents. Purchase preference is accorded to Micro & Small Entrepreneurs (MSEs/SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide **Cl.No. 27.2.1 below.**

27.2. Condition for availing benefit is detailed under **Cl.No. 8.0 of Detailed Terms and conditions of Invitation to Supply Tender** (Ref VSP's web site: www.vizagsteel.com) and Cl. No.26.0 above by Micro & Small Entrepreneurs (SSIs):

27.2.1. The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum Acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits as stipulated at Cl.No.10 above.

- a) District Industries Centre of Visakhapatnam.
- b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.
- c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

27.3. Purchase preference is accorded to Class-I local supplier, subject to their quoted price falling within 20% of L1 price, as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI. In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020, then they have to submit affidavit in stamp paper as per the format in **Annexure-IIA** within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.

27.4. For the purpose of this tender, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

- a) *Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%.*
- b) *AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceeds 25%.*
- c) *MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%*
- d) *Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking*

In case the quantity offered to Local MSE(s) do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the

quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking.

28.0 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".

29.0 TAXES AND DUTIES:

29.1. The prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date for submission of tender. 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. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP. 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.

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30.0 INPUT TAX CREDIT: 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. The successful Tenderer shall ensure submission of GST bills on complete set /Unit (as per ITT) basis linking with the corresponding documents without fail. 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. 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.

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. 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. 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. 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. 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.

31.0 TDS CERTIFICATE:

31.1. The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor

shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the contract. The certificate shall be valid on the date of credit/payments whichever is earlier.

31.2. The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.

31.3. In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.

31.4. However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.

32.0 ETHICS:

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

32.2. The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

32.3. In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened or after finalization of contract punitive action shall be taken as per prevailing guidelines.

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

34.0 LIQUIDATED DAMAGES:

To recover from the SUPPLIER /CONTRACTOR, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores exclusive of Taxes & Duties which the SUPPLIER /CONTRACTOR has failed to deli

ver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrear s subject to a maximum of 10% of the value of such stores /item(s).

35.0 DEFAULT: Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender 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 Acceptance to Tender as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER 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 SUPPLIER's default. This Clause is however subject to Force Majeure Cl. herein below.

36.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in **Cl.No. 35.0 herein above** may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender 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 SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

37.0 RECOVERY OF SUMS DUE:

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

38.0 TRANSFER AND SUB-LETTING:

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

39.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Order supercedes all previous negotiations between the parties hereto. There are no understanding or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

40.0 WAIVER:

Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the PURCHASER may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the PURCHASER will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the SUPPLIER or receiving of or payment by the PURCHASER for the MATERIAL under this Contract, will not be deemed a waiver of any rights for any prior failure by the SUPPLIER to comply with any of the provisions of the Contract.

41.0 FORCE MAJEURE:

If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times 60 days, during which production, loading or discharge is prevented by any such causes as herein above mentioned. Provided further that if the performance in whole or in part of any obligations under this Acceptance to Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, non-affected party may at its option terminate the contract.

The party (**Affected Party**) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (**Non-Affected Party**) on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party / Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

42.0 ARBITRATION:

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

43.0 LEGAL INTERPRETATIONS:

43.1. The Order and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

43.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2020" shall be applied.

44.0 In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020, then the Supplier has to submit affidavit in stamp paper as per the format in Annexure-IIA within 15 days from the date of L/OA / Acceptance to Tender(PO), whichever is earlier.

45.0 LIABILITY OF GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order and covenants not to sue the Govt. of India in any manner, claim, cause of action or thing whatsoever arising out of or under this Order.

46.0 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 website www.vizagsteel.com (Both are available at www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT)).

Any Contradiction between the terms in this in this Bid ATC and above ITT, the terms in this Bid ATC shall prevail to the extent of such contradiction.

47.0 Any revised bids / any revision in offered price, terms & conditions, received after tender opening

ng i.e. after opening of Techno-Commercial unpriced bids shall be rejected unless it has been furnished in response to a specific request from RINL-VSP.

48.0 This Bid ATC supplements/supersedes GeM GTC.

ANNEXURE-I OF ATC

PRO-FORMA for BID SECURITY DECLARATION

(in lieu of EMD)

(unless exempted)

Tender no. / RFx No. _____

Dated _____

I / We have understood that, according to the conditions of the 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 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.

[Signature]

In the Capacity of :

[Legal Capacity of person signing the Bid Security Declaration]

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 A

ddress]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

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

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 Bid Security Declaration.

ANNEXURE-II OF ATC

FORMAT OF CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR

Certificate for M/s. Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant, Visakhapatnam

In reference to ITT No. _____ DATED: _____

To whomsoever it may concern

We have verified the records & documents produced before us by the management of M/s. ... having regd. Office at..... & having their manufacturing facility atand we hereby certify that in the event of placement of order, M/s..... shall supply the Tendered item with domestic value addition of **more than** (more than 20% or more than 50%, **mention whichever is relevant**).

Domestic value addition for Tendered item has been calculated as below:

“Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.”

Further we also certify that the company is eligible to avail the benefits as per Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

Statutory/ Cost Auditor of M/s.

Sign & Stamp
Name
Designation

ANNEXURE-IIA OF ATC

Format for Affidavit of Self Certification regarding Domestic Value Addition to be provided on Rs.100/- Stamp Paper Date:

I _____ S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the Materials (LD CONVERTER refractory set) has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India wherein preference to domestically manufactured capital products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to take suitable action as per policy. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document (ITT No. Pur. 2100016740 DATED: 05.09.2022) and Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed- **PLEASE MENTION THE DETAILS ACCORDINGLY**
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of inputs (imported) used to manufacture the Materials (LD CONVERTER refractory set)- **PLEASE MENTION THE DETAILS ACCORDINGLY**
- x. List and total cost of inputs which are domestically sourced- **PLEASE MENTION THE DETAILS ACCORDINGLY.**
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house-**PLEASE MENTION THE DETAILS ACCORDINGLY AND ATTACH RELEVANT DOCUMENTS.**
- xii. For imported inputs, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost- **PLEASE MENTION THE DETAILS ACCORDINGLY.**

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

ANNEXURE-III OF ATC

Terms related to Eligibility of a Bidder sharing land border with India or otherwise

- I.** **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.
- II.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person of firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or

office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Tender / RFx means :-

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

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

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

Explanation –

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

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

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note : Competent Authority for Registration, Procedure for Registration and Validity of registration shall be as per Office Memorandum No. F.No.6/18/2019-PPD Dated 23.07.2020 of Ministry of Finance, Govt. of India read with subsequent amendments (if any)

ANNEXURE-IIIA OF ATC

FORMAT OF SELF-DECLARATION FROM "BIDDER"

To
General Manager(MM) I/c
Block 'A' Purchase Department,
Administrative Building,

Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your **RFx / ITT No.** **DATED:**

I have read the clause regarding restrictions on procurement from a bidder and on sub-contracting to contractors of a country which shares a land border with India;

I certify that we, M/s.....<Name of Tenderer> in the capacity of Bidder submit our Offer for supply of Materials(Name of Tendered Item) is not from such a country or, if from such a country, has been registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Further, I certify that we, M/s.....<Name of Tenderer> will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be submitted with the request for sub-letting).

I hereby certify that we, M/s.....<Name of Tenderer> fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully
(NAME)

for & on behalf of M/s.....
(Signature and Name of the Bidder)

Note: This declaration should be on the Letter-Head of the Bidder and should be signed by an authorized person duly furnishing the authorization from the Director / Proprietor (in case of Proprietary firm) / All Partners (in case of Partnership firm) of the Bidder.

ANNEXURE -IV OF ATC
LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

To
General Manager(MM) I/c
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No _____ dtd. _____.

1. We an established and reputed(material) producer of (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.
2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to his business against this specific tender.
3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..

..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Order.

4. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully
(NAME)

for & on behalf of M/s.....
(Signature and Name of the Material Producer with seal)

Note: This letter of authority should be on the Letter-Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE-V OF ATC

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

-
-

To

General Manager(MM) I/c,
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance of the Terms and Conditions

Ref: 1) Your ITT No.Pur. _____ dtd. _____
2) Our Offer No. _____ dtd. _____

With reference to your Tender Notice No. _____ dtd. _____ for **supply of Cer**

amic Fibre Blanket, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

-
-
-
-

ANNEXURE-VI OF ATC
DECLARATION OF PARTICULARS TO BE FILLED UP AND UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Quantity offered	
3	Name and addresses of Producer (in case Tenderer is not Producer)	
4	Place of production Unit (please mention the name of Village, District and State)	
5	Place of Despatch	
6	Statutory Registrations:	
	a) GST Registration No. and Date	
	b) IT/PAN No.	

	c) Industrial/Trade License	
7	SAP Vendor Code of the Tenderer in RINL/VSP	
9	Nature of Contract (Mixed / Composite - GST)	
10	HSN Codes & GST a) HSN Code (s) & % GST Applicable for Supply:	

(Signature and Seal of the Tenderer)

ANNEXURE - VII OF ATC

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees One Hundred drawn on the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To

Rashtriya Ispat Nigam Limited,

Visakhapatnam Steel Plant,

Administrative Building,

Visakhapatnam-530031

Bank Guarantee No

Dt

LETTER OF GUARANTEE

1. WHEREAS M/s_____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No._____ Dated_____(hereinaft

er called the said A/T) for the supply of _____ (_____) Nos. of CERAMIC FIRE BLANKET (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, _____ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, _____ (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, _____ (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

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

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

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

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

FOR AND ON BEHALF OF

(Name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY

& AUTHORISED SIGNATORY

Designation

(name of bank & branch)

IFSC Code.....

Note: Issuance of this Bank Guarantee may also be got confirmed from our **Controlling branch/** office/ Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

Guidelines for handling of Bank Guarantees including Extensions, Renewals and Amendments on receipt through Structured Financial Messaging System (SFMS) (Applicable for Performance Guarantee Bonds only)

- 1.0 Details of BG:
- 1.1 Vendor/Supplier/Tenderer shall obtain Bank Guarantee from Branches of Banks (Scheduled Commercial Bank/ Nationalized Bank etc. as specified in the tender) which are having SFMS Facility.
- 1.2 The Details of BG Advising Bank for sending confirmation of BGs in SFMS mode are given below:
 - Bank : State Bank of India, Commercial Branch
 - IFSC Code : SBIN0014407
 - Address : 43-29-54/8, Balaji Metro Chambers,
Dondaparty, Visakhapatnam – 530016.
 - SWIFT : SBININBB745
- 1.3 In case of New BG, SFMS Message type (MT) should be “760” and in case of Extension or Amendment SFMS Message type (MT) should be “767”.
- 1.4 Details of RINL executive to whom the SFMS advice shall be sent by the Bank:
 - D.V.RAVI KUMAR
 - Sr. Manager (MM - Purchase)
 - Administration Building - 3rd Floor
 - Rashtriya Ispat Nigam Limited (RINL),
 - Visakhapatnam Steel Plant (VSP),

Visakhapatnam - 530031

Andhra Pradesh, India Tel / Ph : +91 9701348900; email: dvrvikumar@vizagsteel.com

- 1.5 The email address of issuing bank and local enforcing bank to be indicated along with their addresses in the BG format.
- 1.6 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to Email id specified in the tender document.
- 1.7 All Bank Charges levied by Advising Bank for confirmation of BGs in SFMS mode relating to Vendor/Supplier/Customer are to RINL Account.
- 1.8 Tenderer should ensure compliance of the checklist for BGs enclosed to Format of PBG.
- 2.0 Receipt of BG:
- 2.1 Issuing Bank should submit the BGs to concerned department of RINL along with
 - (i). SFMS Message of issuing Branch.
 - (ii). Scanned copy of signed Original BG is to be sent to concerned E-mail address of Tendering / Operating Dept. as mentioned above.
- 2.2 Bank Guarantee shall be received in original on Stamp paper from Issuing Bank as per the prescribed format of RINL by Speed Post / Registered Post / Courier.

Disclaimer/अस्वीकरण

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.

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.

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

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./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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---