

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	28
वस्तु श्रेणी /Item Category	Dusting compound for coke ovens
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Coke oven dusting compound
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Silica Fume (ONGC)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1

बिड विवरण/Bid Details	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
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	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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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	70

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 70% (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

Dusting Compound For Coke Ovens (28 tonne)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Kondeti Pullayya	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	28	60

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

1. Generic

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

2. 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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS) OF GEM BID NO:GEM/2026/B/7086163

FOR "DUSTING COMPOUND" FOR CO (MAT. CODE: 3801247)

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 ATC 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)-VITAL : For non enlisted vendors other than (i) enlisted vendors of Purchase Grp/sub grp 67/086 (silica mortars), the below criteria must be met:

2.1. The vendor/bidder should be a manufacturer of either of Monolithic Powders /refractory mortars/ Concretes/ Castable/ Gunning Compounds. Non enlisted vendors must enclose Udyam Registration certificate or State Government Department of Industries certificate.

2.2. The vendor/bidder should have supplied Coke oven Dusting compound to any integrated steel plants in India within the past 5 years.

2.2.1. Against the above, the vendor/bidder has to submit Purchase Orders / Contracts executed for a quantity of minimum 10 MT of coke oven dusting compound to coke plants of integrated steel plants ,cumulatively within the last 5 years from this 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 5 years from this Bid date (i.e. tender date) to be considered against their eligibility. For this purpose, vendor/bidder has to furnish copy of the Purchase Order and subsequent amendments, if any, containing the Purchase Order No, Order Date, Delivery Schedule, etc. issued by their customer. All the pages of the PO copy and subsequent amendments, if any, furnished by the bidder should be self-attested by them with clear mention of name & designation of the signatory and name of the organization. If only amendment of PO copies are furnished without the original PO copy, then same shall not be adequate as proof of their credential.

2.3. The vendor/bidder has to submit self-attested copies of either Tax invoice/ delivery challan /GARN etc as evidence for supply of minimum 10 MT of coke oven dusting compound pertaining to above Purchase Orders.

Parties enlisted in Grp/sub grp 67/086 are to be considered for technical evaluation without PQC.

The offers, not fulfilling the above VITAL conditions will not be evaluated.

2.4. 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.

2.5. 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-III A 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.

2.6. In case the principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender.

2.7. 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 as an approved vendor of "Plastic Fire Clay", 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-II 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 executed in the last 5 years.

(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 in complete submission of the above documents or if RINL / VSP finds that the creditability of the un-enlisted vendor is not satisfactory on the basis of the documents furnished. The vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard shall be final.

4.0 SPECIFICATIONS:

4.1. AS PER GEM BID

5.0 QUANTITY: The PURCHASER intends to purchase Qty. of 400 MT of "Dusting Compound (MAT. CODE: 38 01247)".

6.0 NO. OF SOURCES: The intended Number of Sources is 'ONE'. The bid quantity may be split in two sources as per the MII and MSE policy of buyer; subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking. If none of the L2 tenderers onwards matches the L1 price, then full tendered quantity may be ordered on the L1 tenderer.

7.0 QUOTING OF PRICES:

7.1. The price of the Material offered (Total Price for Supply) should be quoted in Indian Rupees on per MT basis i.e. all inclusive unit price on Landed basis as per GEM terms and conditions. The price should be quoted for FOR VSP Stores, Visakhapatnam. After the Reverse e-auction is conducted, the lowest bid Tenderer shall submit the break - up of Landed Price as per Annexure-VII.

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

8.0 Price Firmness : Prices quoted by the tenderer shall be firm and fixed for the entire period of Tenderer's performance of the Purchase Order and shall not be subject to any variation on any account (VITAL). The payment shall not exceed the LNIP so arrived in INR.

9.0 EVALUATION OF THE OFFERS All the tenders shall be evaluated on the basis of Landed Net of Input Tax Credit Price (LNIP) per MT.

9.1. In case of supply of Goods on which, RINL,VSP is eligible to avail GST Input Tax Credit, evaluation of the Offer shall be done on the basis of Landed Net of Input Tax Credit Price (LNIP) basis i.e., Landed Cost excluding GST.

In case of supply of Goods from Unregistered Taxable Supplies, the applicable GST payable by RINL, VSP shall be added to the Landed Cost and the same shall be considered for evaluation purpose instead of LNIP.

In case of supply of Goods on which RINL/VSP is not eligible to avail GST Input Tax Credit, the GST to be charged by the Registered Taxable Tenderer as applicable, shall be added to the Landed Cost for evaluation purpose instead of LNIP.

10.0 DELIVERY:

10.1. 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.

10.2. RINL-VSP reserves the right to pre-pone or postpone the delivery schedule as per the actual requirement of the material at site.

11.0 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).

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 proforma so that the same can be updated in VSP's database.

11.1. No extra weightage shall be given for any extra credit offered beyond ITT/RFx payment terms of 60 days interest free credit from the date of acceptance of material for ranking/evaluation purpose.

11.2. Payment shall be made directly through Electronic Fund Transfer (EFT) or RTGS mode to the successful tenderer's Bank Account on the due date for which, the tenderer has to furnish Bank Account details in the format prescribed by RINL,VSP which may be downloaded from the RINL,VSP's website and submit along with their offer.

11.3. All the Debit/Credit Notes to be issued by the Suppliers must contain the reference to the original Invoice Number.

12.0 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.

13.0 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 as per Clause 16.0 of ATC below and subject to submission of documents as stipulated therein.

14.0 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 at regular intervals. Therefore the Tenderers should refer to GEM website regularly for any corrigendum.

15.0 Specifications/Scope of Work and Drawing for the Tendered Item are placed in Specification document of this Tender.

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-IV 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 PURCHASE PREFERENCE:

17.1. Purchase Preference will be accorded to Micro & Small Entrepreneurs (MSEs/SSIs) and Make in India Class-1 Local Suppliers (MII Class-1) as per the prevailing Orders / procedure of Govt. / RINL. Purchase preference is accorded to Micro & Small Entrepreneurs (MSEs/SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide Cl.No. 17.2.1 below.

17.2. 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.10.0 above by Micro & Small Entrepreneurs (SSIs):

17.2.1. 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.17.2 above.

a) District Industries Centre of Visakhapatnam.

b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, 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.

17.3. 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.

17.4. 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) as per distribution table 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.

18.0 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.

19.0 PLACEMENT OF ORDER:

19.1. 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.
- c) 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

19.2. It may be noted that all post order activities (that is regularizing SAP order with individual BOM (if any), material receipts & GRN, Bill processing and any other post order activity) shall be done outside GEM or over RINL VSP's SAP or SRM platform. Separate Orders shall be placed for Supply and Application in RINL's SAP.

20.0 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 Para 1.0 above as per ANNEXURE-I of ATC.
4. Documents in support of eligibility of un-enlisted vendors of VSP as specified at Para 2.0 above
5. Documents for credentials of un-enlisted vendors of VSP as specified at Para 3.0 above
6. Letter of Authority from the Manufacturer as per ANNEXURE-IV of ATC
7. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at ANNEXURE-V of the ATC.
8. Declaration of particulars as sought at ANNEXURE-VI of the ATC.
9. Certificate issued by Statutory / Cost Auditor / Self Declaration as per ANNEXURE-II of ATC.
10. Self-Declaration by bidder as per ANNEXURE-IIIA of ATC.

20.1. 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.

20.2. 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.

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

- a) Non-Submission of Bid documents as per Para 22 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.

23.0 In case any Tenderer is silent on any clauses mentioned in this tender document, RINL/VSP shall cons

true that the tenderer had accepted the clauses as per this Invitation to Tender. There shall be no indication of the prices in the Techno-Commercial Bid. If prices are indicated there, such offer are liable to be rejected.

24.0 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.

25.0 ETHICS:

25.1. 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.

25.2. 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 at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

25.3. 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.

26.0 TDS CERTIFICATE:

26.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

27.0 INSPECTION TYPE: Pre-Despatch Inspection of the material shall be carried out by VSP's Authorized Agency at the supplier's premise.

28.0 TEST CUM GUARANTEE CERTIFICATE:

28.1. Party shall provide TC from Govt/Govt approved Lab OR NABL accredited Lab OR Manufacturers own Lab in case of ISO certified Company.

29.0 PACKING: Material shall be packed in 25 kg HDPE bags. These 25 Kg bags can be repacked in bigger size bags (e.g. 1 MT Jumbo Bags). Bags are to be machine switched so that they should not get opened during handling. The bags should also be stencilled in ink the "ITEM NAME AND THE SUPPLIERS NAME".

30.0 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.

31.0 INSURANCE, if any, is to Supplier's account.

32.0 "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."

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

34.0 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 suspended 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.No.42.0 herein below.

35.0 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. 34.0 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.

36.0 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.

37.0 RESPONSIBILITY:

The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

38.0 CLEARANCES:

It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export/sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL,VSP.

39.0 TAXES AND DUTIES:

39.1. 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 of or submission of tender. The prices shall remain firm and fixed during the period of the contract. Any new t

axes 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. 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.

40.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

This Order supercedes all previous negotiations between the parties hereto. There are no understandings 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.

41.0 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.

42.0 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.

43.0 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.

44.0 LEGAL INTERPRETATIONS:

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

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

45.0 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 LOA / Acceptance to Tender(PO), whichever is earlier.

46.0 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 of or under this Order.

47.0 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.

48.0 VALIDITY OF OFFER:

Each tenderer shall keep his offer firm and valid for acceptance by RINL/VSP for a period of 90 (Ninety) days from the actual date of opening of tender. Offer that is valid for a shorter period shall be rejected as non-responsive.

49.0 COMMON IP ADDRESS: The bid received from common IP address shall be summarily rejected, without

t any further notice.

50.0 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 Dtd.30.12.2024 which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM>Detailed terms and conditions of Invitation to Tender (ITT)).

Any Contradiction between the terms in this Tender document, GCC and Detailed Terms and Conditions Of Invitation To Supply Tender, the terms in this Tender document shall prevail to the extent of such contradiction.

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

52.0 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 Address]

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
OR SELF - DECLARATION

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

In reference to GeM Bid 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 an.....(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

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./GeM Bid No.----- DATED:-----) 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.
- XI. 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 along 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 GeM Bid 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 a

nd 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 this 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 GeM Bid No.. _____ dtd. _____

2) Our Offer No. _____ dtd. _____

With reference to your Tender Notice No. _____ dtd. _____ for supply of Dusting Compound, 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 in Sets (Full Quantity Only)

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 delivery from the date of Order / LOA (As per GeM schedule)

7 Statutory Registrations:

a) GST Registration No. and Date

b) IT/PAN No.

c) Industrial/Trade License

8 SAP Vendor Code of the Tenderer in RINL/VSP

9 Nature of Contract (refer Cl.8.6 of NIT)

10 HSN Codes & GST

a) HSN Code (s) & % GST Applicable for Supply:

11 Whether accepted and Signed Integrity Pact is uploaded:

(Signature and Seal of the Tenderer)

ANNEXURE-VII OF ATC

FORMAT FOR SUBMITTING PRICE BREAK-UP

Landed Net of Input Tax Credit Price (LNIP) is as given below:

S.No.	Price Component	Price Break-up (Rs.)	
1	Basic Price per MT for Supply on FOR RINL Site basis #	100.00	
2	GST @ 18% Extra (or as applicable) on Basic Price *	18.00	
3	Landed Cost per MT for Supply	S.Nos.(1+2) 118.00	
4	Total Landed Net of Input tax credit Price (LNIP) for Supply per MT)	100.00	S.Nos.(3-2)

Note :

Taxes & Duties shall be applicable as per actuals.

Break-up in terms of IGST, CGST, SGST needs to be provided.

ANNEXURE-VIII OF ATC

FORMAT NON-COLLUSIVE TENDERING CERTIFICATE

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

To

RINL-VSP.

Dear Sir/ Madam,

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

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

2. Non-collusion

We represent and warrant that in relation to the Tender:

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

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

i) Prices;

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

iii) An intention or decision to submit a bid;

iv) An intention or decision to withdraw a bid;

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

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

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

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place -----.

4. Consequences of breach or non-compliance

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

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

Name: Position:

Date:

Note:

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

(a) RINL, Place;

(b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ----- ;

(c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

(e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

(f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

ANNEXURE-IX OF ATC

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

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

I. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.

2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.

3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.

4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.

5. I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

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

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

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

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

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 कार्रवाई 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---