

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-03-2025 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-03-2025 10:30:00
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
क्रेता ईमेल/Buyer Email	buyer26.rinl.vskp@gembuyer.in
Total Quantity/कुल मात्रा	20
Item Category/मद केटेगरी	Oil seal (Q3)
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	Compliance of BoQ specification and supporting document *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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	3 Days

Bid Details/बिड विवरण	
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

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 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.

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

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

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

Oil Seal (20 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Type Of Oil Seal	With spring
Dimension	Width (mm)	15.0 - 300.0 Or higher (millimeter)
	Outer Diameter (mm)	250.0 - 2000.0 Or higher (millimeter)
	Shaft Diameter (mm)	220.0 - 2000.0 Or higher (millimeter)

Additional Specification Parameters - Oil Seal (20 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
1. Material : VITON. 2. TYPE/ LIP DESIGN : DOUBLE LIP.	1. Material : VITON. 2. TYPE/ LIP DESIGN : DOUBLE LIP.
3. TEMPERATURE RANGE : UPTO 230 DEGREE CELCIUS. 4. LIP MATERIAL: VITON.	3. TEMPERATURE RANGE : UPTO 230 DEGREE CELCIUS. 4. LIP MATERIAL: VITON.

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेक्षित/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sundar Rao Pattasi	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	20	100

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

. 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. Scope of Supply

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Contact Details: Please use email ID: pv_prameela@vizagsteel.com for any communication regarding this bid.

BIDDERS ARE REQUESTED TO READ THE BID DOCUMENT CAREFULLY BEFORE SUBMISSION OF THE BID.

1. Tenders shall be treated as if the ATC has been accepted in TOTO by the Tenderer unless deviations, if any, are specified in the offer.

2. Documents required:

2.1 Seller shall upload signed stamped document, accepting the Technical specification mentioned in the tender.

2.2 If a dealer/distributor/channel partner etc. is quoting on behalf of a manufacturer, authorization certificate from the principal firm has to be submitted along with the offer.

2.3 This Bid ATC duly signed and stamped by bidder on all pages.

2.4 Documents for claiming MSE benefits, in case of MSEs, as per terms and conditions of this Bid.

2.5 Documents for claiming MII benefits.

2.6 Bidder to specify make/ model and upload technical catalogue/brochures etc. wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.

2.7 Bid security Declaration

2.8 Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation

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

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

5. Number of Sources : 01 (One)

The intended number of source is 'ONE'. However, the bid quantity may be split in 'TWO' sources as per MSE purchase preference policy of buyer subject to L1 price matching.

6. Terms of Payment:

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 60 th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date). GST invoice, to be submitted to finance purchase bills section, VSP. Copy of invoice, LR, packing list/challan, manufacturers test certificate (if applicable) to be submitted to central stores, VSP.

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.

5. Liquidated Damages:

Shall be as per GeM GTC clause no. **15. (iii)** with following addition/ modification: "subject to a maximum of **10% of value of such consignments, excluding Taxes** . For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection.

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

- a) To accept or reject the lowest priced tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord 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.

7. Punitive Actions:

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

(a) *If any tenderer backs out after opening of the Techno-commercial bids but, prior to Reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next '1' tender or '3' months whichever is later.*

(b) *If the 'L1' tenderer backs out after opening of the tenders in case of single bid cases (or) after the Reverse e-auction / opening of the sealed price bids in case of 2-bid cases and within the validity period, they shall be kept under hold without issue of tender enquiries up to next one year including barring participation in open tenders.*

(c) *If the 'tenderer backs out after award of the Contract, they shall be kept under hold without issue of tender enquiries up to next one year including barring participation in open tenders, apart from proceeding with alternative procurement action (re-tendering) at the risk & cost of the defaulting supplier.*

8. Default:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the 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

e SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with

SELLER's default. This Clause is however subject to Force Majeure Clause.

9. Risk Purchase:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case the fails to deliver the materials in the specified schedule and the differential cost shall be recover

ed. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in

whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs

for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, t

he SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

10. Inspection:

Inspection will be carried out at VSP Stores by RIC.

11. Right to Reject Tenders:

RINL/VSP does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tendered and you shall supply the

same at the rate quoted.

12. Prices:

The quoted price should include all the costs like GST, freight, transit insurance etc. up to the destination. If any of the components are quoted extra, the offer shall be rejected and no further clarifications

will be entertained.

13. Guarantee:

Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.

14. Delivery Schedule & Quantity:

As per Bid Document. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP production requirements and storage capacity, without any change in price, terms and conditions of PO.

15. Purchase preference to MSEs and Make in India (MII) vendors and other benefits:

(i) Purchase preference is accorded to Public Sector Undertakings wherever applicable as per Government policy/ guidelines.

(ii) Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs, subject to submission of documents as stipulated below.

(iii) Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of

L-1 offer and they match the L-1 offer.

(iv) The quantity distribution shall be done among the L-1 tenderer and other eligible tenderers (who are in the range of purchase preference and match the L-1 price) herein below.

(v) MSE Purchase Preference to eligible tenderers in the order of preference given below (in the order of ranking within each preference category):

a) Local MSEs – Till the total quantity on Local MSEs equals or exceeds 50%

b) MSEs – Till the total quantity on MSEs (including Local MSEs) equals or exceeds 25%.

c) Others

(vi) The illustrative example for quantity distribution based on the above principle is given below.

ILLUSTRATIVE of QTY DISTRIBUTION

Sl. No

Scenario Quantity distribution

1) Where L1 is "MSE & Class-1 MII Supplier"

1.1 Where L1 is both Local MSE & Class-1 MII Supplier

70% - L1 Local MSE & MIICls1 30% - Others

1.2 Where L1 is both AIMSE & Class-1 MII Supplier

A) In case there is/are eligible Local MSE/s

If Local MSE is Class-1 MII

If Local MSE is Non-MII Class-1

70% - Local MSE Cls1

30% - L1 AIMSE & MIICls1

50% - Local MSE

50% - L1 AIMSE & MIICls1

B) In case there is no eligible Local MSE 70% - L1 AIMSE & MII Cls1

30% - Others

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2) Where L1 is "Non-MSE but Class-1 MII Supplier"

A) In case there is/are eligible Local MSE/s

If Local MSE is Class-1 MII If Local MSEs Non- MII Class-1

70% - Local MSE Cls1

30% - L1 MII Cls1 & Non- MSE

50% - Local MSE

50% - L1 Non-MSE & MIICls1

B) In case there is no eligible Local MSE but there is/are eligible AIMSE/s

70% - L1 MII Cls1 & Non-MSE

30% - AIMSE (either MII or Non-MII Cls1)

C) In case there is no eligible Local MSE or AIMSE

70% - L1 MII Cls1 & Non-MSE

30% - Others

3) Where L1 is "MSE but Non-Class-1 MII Supplier"

3.1 Where L1 is **Local MSE** but Non-Class1

A) In case there is/are eligible MII Class-1 50% - L1 Local MSE

50% - MII Class-1

B) In case there is/are no eligible MII Class-1

70% - L1 Local MSE

30% - others

3.2 Where L1 is **AIMSE** but **Non-MII** Class1

A) In case there is/are eligible Local MSE/s and there is/are other eligible MII Class-1/s

If Local MSE is Class-I MII

If Local MSE is Non-MII Class-1

70% - Local MSE & Cls1 MII

30% - L1 AIMSE & Non- MII

50% - MII Cls1 25% - Local MSE & Non- Cls1

25% - L1 AIMSE & Non- MII

B) In case there is/are eligible Local MSE/s but there is/are no eligible MII Cls1/s

70% - Local MSE & Non-MII

Cls1 30% - L1 AIMSE & Non-MII Cls1

C) In case there is no eligible Local MSE but there is eligible MII Cls1

50% - MII Class1

50% - L1 AIMSE & Non-MII Cls1

D) In case there is no eligible Local MSE and no eligible MII Cls1 local

70% - L1 AIMSE & Non-MII Cls1

30% - Others

4) Where L1 is "Non-MSE & non-MII Class1 Supplier"

A) In case there is/are eligible Local MSE/s

and there is/are eligible MII Cls1 local

If Local MSE is Class-I MII

If Local MSE is Non-MII Class-1

70% - Local MSE & Cls

1 30% - L1 Non-MSE & Non-MII Cls1

50% - Local MSE & Non- Cls1

25% - MII Cls1

25% - L1 Non-MSE &

Non-MII Cls1B)

In case there is/are eligible Local MSE/s but no eligible MII Cls1

70% - Local MSE

30% - L1 Non-MSE & Non-MII Cls1

C) In case there is no eligible Local MSE but there is/are eligible AIMSE/s and there is/are eligible MII Cls1 **If AIMSE is Class-1 MII If AIMSE is Non-MII Class-1**

50% - AIMSE & Cls1

50% - L1 Non-MSE & Non-MII Cls1

25% - AIMSE & Non MII Cls1

37.5% - MII Class1

37.5% - L1 Non-MSE & Non-MII Cls1

D) In case there is no eligible Local MSE but

there is/are eligible AIMSE/s & no eligible MII Cls1

30% - AIMSE

70% - L1 Non-MSE & Non-MII Cls1

E) In case there is no eligible Local MSE or AIMSE but there is eligible MII Cls1

50% - MII Class1

50% - L1 Non-MSE & Non-MII Cls1

F) In case there is no eligible Local MSE and no eligible AIMSE or MII Cls1

70% - L1 Non-MSE & Non-MII Cls1

30% - Others

· MSE: Micro and Small Enterprise

· Class1 : Make in India Class-1 Supplier

· AIMSE: All India MSE

Where one source is originally envisaged; but it is possible to split the order (i.e. it

ems/quantity is divisible) and award quantity to a second source based on Purchase

Preference, the distribution pattern of 2 sources will be followed.

Note:

1) Others including Non MSE/s and MSE/s

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

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

(viii) Quantity reserved for SC/ST /WOMEN owned MSEs:

“Within the 25% of the tendered quantity reserved for MSEs, 4% shall be reserved for MSEs owned by

SC/STs and 3% shall be reserved for MSEs owned by WOMEN, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In th

e absence of such agencies, the reserved quantity shall be met from other MSEs”.

(ix) The above Purchase Preference clauses are to be read with OM No. F.1/4/2021-PPD dated 18.05.2

023 and subsequent amendments if any for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in In

dia) Order, 2017. Benefits of MSE will be allowed only if seller is validated as MSE by Buyer after evaluation of documents submitted.

16. Conditions for availing benefit by MSEs:

(I) The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit the following documents for the items/item category for which they are registered for availing the relevant benefits as stipulated herein above.

(a) Self-certified copy of Udyam Registration Certificate;

(b) the concerned MSE is registered in the MSME databank and

(c) MSE is registered for the given scope of job/ procurement

(II) MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/ item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/item category for which the tender is relevant, will not be eligible for any exemption/preference. The registration certificate issued from

any one of the below agencies must be valid as on tender opening date (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs, who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the

valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

a) For all MSEs:

i) District Industries Centre, (Acknowledgement of Entrepreneur Memorandum- EM Part-II)

ii) Khadi & Village Industries Commission

iii) Khadi & Village Industries Board

iv) Coir Board

v) National Small Industries Corporation (NSIC)

vi) Directorate of Handicraft & Handloom

vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) For Local MSEs:

i) District Industries Centre of Visakhapatnam

ii) District Industries Centre of Srikakulam / Vizianagaram / East Godavari district i.e. units located

within 100kms of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.

iii) NSIC registered units and other MSEs falling within the above jurisdictions, i.e., in (i) or (ii).

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

any evidence.

17. Transportation: Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. A

ny transit breakage/damage shall be to supplier's account.

18. 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. 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.

19. Recovery of Sums Due:

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

20. 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. 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. 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. 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 willful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

21. Transportation:

Transportation of the material is the responsibility of SUPPLIER up to VSPs Stores. Any transit breakage damage shall be to suppliers account.

22. Validity of offer:

Tenderers shall keep their offer valid for acceptance by RINL/VSP for a period of at least 180 days from the actual date of tender opening i.e. scheduled due date or extended due date, whichever is later.

23. Bid Security Declaration:

To be submitted in the below format.

BID SECURITY DECLARATION(In Lieu of EMD)

Tender no. / RFx No: Dated: (dd-mmmmyyyy)

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

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

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

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

(i) Fail or refuse to execute the Contract. (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/Work Order/ Letter of Acceptance/ Purchase Order.

[Signature]

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

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

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of Bidder and Address] Date: [Date of signing]

Corporate Seal: (wherever applicable)

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.

This Bid ATC supersedes GeM GTC.

The tenderers should refer to GeM portal regularly for any corrigendum.

Disclaimer/अपेक्षा

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuner

ation Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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[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---