

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	19-04-2025 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	19-04-2025 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	150 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Steel
<b>Department Name/विभाग का नाम</b>	Rashtriya Ispat Nigam Limited
<b>Organisation Name/संगठन का नाम</b>	Rashtriya Ispat Nigam Limited
<b>Office Name/कार्यालय का नाम</b>	Visakhapatnam Steel Plant
<b>क्रेता ईमेल/Buyer Email</b>	buyer215.rinl.ap@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	2500000
<b>Item Category/मद केटेगरी</b>	IS-6 QUALITY BRICKS (230X113X65 MM)
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	IS-6 QUALITY BRICKS
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Moderate Heat Duty Fireclay Refractories, Group A as per IS 6, Common Burnt Clay Building Bricks (V2) As Per Is 1077, Fire Bricks as per IS 2042, High Alumina Bricks-IS: 14313, Acid-Resistant Bricks - IS 4860, Fly Ash Bricks as per IS 13757, IS 12894, Refractory Bricks and Similar Refractory Ceramics from Paschim Bardhaman - ODOP, 6-Benzylaminopurine, Unplasticized PVC Pipes for Potable Water Supplies as per IS 4985, Power Quality Analyzer
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Fireclay Bricks (RINL)</li> <li>• High Alumina bricks (RINL)</li> <li>• Moderate Heat Duty Fireclay Refractories, Group A as per IS 6</li> </ul>
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),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
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	12

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

#### Beneficiary/लाभार्थी :

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (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:

- 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

**IS-6 QUALITY BRICKS (230X113X65 MM) ( 2500000 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier**

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारम्भ होने की तारीख से दिनों की संख्या में )		
			Quantit y/मात्रा	Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी	Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए
1	Kondeti Pullayya	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	200000	0	30
			200000	31	60
			200000	61	90
			200000	91	120
			200000	121	150
			200000	151	180
			200000	181	210
			200000	211	240
			200000	241	270
			200000	271	300
			200000	301	330
			300000	331	360

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity 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. 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

### **ATC (ADDITIONAL TERMS & CONDITIONS) OF OPEN TENDER No. [GEM/2025/B/](#)**

**1.0 MATERIAL:** IS:6 QUALITY BRICKS (230X113X65MM) UNIT WT: 3.2KG, SPECN.NO: VSP/RED/GEN/IS-6/01

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

**3.0 ELIGIBILITY CRITERIA:** Vendors fulfilling the following criteria are eligible to participate in the tender:

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**3.1.** Registered Vendor enlisted under the Material Group 67022 ( MHD & IS-6 BRICKS) of RINL-VSP;

OR

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**3.2.** Tenderer who have credential of supplying IS-6 quality brick (containing minimum 30% Al<sub>2</sub>O<sub>3</sub>) directly to any Steel Plant within last 5 years from tender date, which meet the following conditions

3.2.1. Total order quantity should be minimum 2,00,000 nos. of brick against a single Purchase Order(PO)

3.2.2. Delivery date/amended delivery date of last lot against the PO should be within last 5 years from tender date.

**3.3.** Tenderer (not enlisted under PMG-67022) should furnish following credential documents to support of their eligibility-

3.3.1. Copy of PO (contain PO No. and date, Delivery date) and subsequent amendment (if any) issued by their customer steel plant. If IS-6 quality/ Al<sub>2</sub>O<sub>3</sub> content of brick is not mentioned in the PO, then tenderer shall furnish supportive document from their customer steel plant. Only amendment copy (without original PO copy), PO copy of trial order, PO copy of other than IS-6 quality brick shall not be considered as proof of credential.

If language of the original PO and amendments (if any) are not English, then along with the original PO copy and amendment (if any) tenderer will furnish an English translated version of the same [containing PO No. and date, Item description, Quantity, Delivery date]. All pages of the English translated version of PO copy and amendments (if any) should be self-attested by tenderer with clear mention of name and designation of signatory and name of organization.

3.3.2. Proof of material delivery by the supplier or material receipt/material receipt issued by their customer steel plant, against the PO (copy of which is furnished at Cl.No.3.3.1).

If language of the material delivery/material receipt copy is not English, then along with the copy of original material delivery/material receipt tenderer will furnish an English translated version of the same [containing PO No. and date, Item description, Quantity, Delivery date]. All pages of the English translated version of Performance Report copy should be self-attested by tenderer with clear mention of name and designation of signatory and name of organization.

3.4. Evaluation shall be done based on the PO copy and material delivery/material receipt copy pertaining to that PO. If tenderer furnishes copy of one PO and material delivery/material receipt copy against another PO, then those documents will not be considered in support of their eligibility.

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3.5. 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.

3.6. Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. **Refer Annexure-III** for complete details in this regard. Bidder shall submit the self-declaration as per format at **Annexure-IIIA** of ATC inter alia that the bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

3.7. Registered Vendors enlisted under PMG-67022 with RINL-VSP need not furnish any credential document against eligibility as sought at para 3.3 above. However, the said Registered Vendors shall meet the eligibility criteria as per clause 3.5 & 3.6 above and submit declarations as per Format at **Annexure-II & Annexure IIIA**.

#### **4.0 BID SECURITY:**

4.1. **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.

4.2. 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.**

4.3. 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.

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

- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. Part-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.
- (vi) Self-certified ISO Certificate, if any.

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

**6.0 Test Certificate** (TC) from Government / 'Government approved' laboratories / NABL Accredited Lab/ own lab in case of ISO Certified manufacturer shall be submitted by vendor.

**7.0 INSPECTION:** Pre-despatch inspection (PDI) shall be carried out by RINL VSP or its authorized agency. Pre-despatch inspection to be carried out for following parameters only:

- a) Al<sub>2</sub>O<sub>3</sub>, %
- b) AP, %
- c) CCS, Kg/cm<sup>2</sup>
- d) Dimensional tolerance.

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

**9.0 DELIVERY SCHEDULE:** The delivery schedule (for material delivery at VSP Stores) for **25,00,000 Nos** of IS:6 Bricks are as follows-

Schedule No.	Quantity(Nos.)	Delivery by
1)	31/08/2025	200000 EA
2)	30/09/2025	200000 EA
3)	31/10/2025	200000 EA
4)	30/11/2025	200000 EA
5)	31/12/2025	200000 EA
6)	31/01/2026	200000 EA
7)	28/02/2026	200000 EA
8)	31/03/2026	200000 EA
9)	30/04/2026	200000 EA
10)	31/05/2026	200000 EA

11)	30/06/2026	200000 EA
12)	31/07/2026	300000 EA

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

#### **10.0 Number of Sources: 05 (FIVE)**

Number of sources intended is **Five**, subject to Purchase Preference to eligible MSEs and Make-In-India (MII) suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking as per clause no 10 of DETAILED TERMS AND CONDITIONS OF INVITATION TO SUPPLY TENDER in RINL website.

#### **11.0 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<sup>th</sup> day (21<sup>st</sup> day** for Local Micro and Small enterprises and **45<sup>th</sup> 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.

#### **12.0 PURCHASE PREFERENCE:**

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 Order / Policy of Govt. / RINL, subject to fulfillment of eligibility and submission of the requisite/ stipulated supporting documents.

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

- (i) Self-certified copy of Udyam Registration Certificate;
- (ii) The concerned MSE is registered in the MSME databank and
- (iii) MSE is registered for the given scope of job/ procurement

a) *The criteria for classification of Micro, Small and Medium enterprises shall be as per the Gazette Notification dtd. 26.06.2020 from Ministry of MSME, Govt of India, as may be amended from time to time.*

b) Documents to be submitted from the following to avail benefits by **Local MSEs near RINL:**



- (i) District Industries Centre of Visakhapatnam
- (ii) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e. units located within 100 kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre. In case of refractory items, units located within 200 kms of road distance of Visakhapatnam Steel Plant and following under the jurisdiction of respective District Industries Centre.
- (iii) NSIC registered units and other MSEs falling within the above jurisdictions i.e. in (i) or (ii) above.

Condition for availing MII & MSE benefit is detailed under **Cl.No. 8.0 & 9.0 of Detailed Terms and conditions of Invitation to Supply Tender** (Ref VSP's web site: [www.vizagsteel.com](http://www.vizagsteel.com)) by Micro & Small Entrepreneurs (SSIs).

**12.2.** 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 the 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 and subsequent Orders.

**12.3.** 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.

**12.4.** For the purpose of this Bid, 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

**12.5.** In case the quantity is offered to Local MSE(s) and they do(es) not match the L-1 LNIP price, then the quantity will be offered to eligible AIMSE(s); if eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, then 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.

**13.0 PRICE FIRMNESS:** Price quoted shall be for supply on "FOR VSP Stores" basis (inclusive of Freight, Insurance and applicable GST). Applicable GST percentage should be confirmed in the Offer. The price finalized shall remain firm till completion of supplies.

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

**15.0 PERFORMANCE GUARANTEE BOND:**

As per GeM GTC with following additions:

**15.1.** The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing Bank directly so as to be received in the office of Dy. General Manager (MM-Purchase), RINL, VSP before the date

of commencement of supplies or 30 (Thirty) days from the date of LOA / Acceptance to Tender(PO), whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-V** of the ATC, for an amount covering 5% (Five percent) of Landed cost of the order. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the SUPPLIER is required to submit the duly filled in check list for BG along with the BG. The check list format is given at **Cl.No.15.6 below**. Guidelines for handling Bank Guarantees received through Structured Financial Messaging System (SFMS) mode are also available in **ANNEXURE-V**.

- 15.2.** The Performance Guarantee Bond should be established in favour of PURCHASER through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 15.3.** This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender.
- 15.4.** The SUPPLIER is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 15.5.** The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of at least 120 days from the date receipt of last consignment of the Material.
- 15.6.** The following checklist shall also be submitted, while submitting PG Bond:

**CHECK LIST FOR BANK GUARANTEES (BG)**

-

Name of the party submitting BG:

Party Code:

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

Name of the Bank issuing BG:

Branch issuing the BG:

BG Internal No.

BG No.:

BG Date:

BG Value:

BG Validity/Expiry Date:

Sl.No	CHECK POINT	YES / NO
.		

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

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

Signature and Seal of the Supplier

**15.7.** Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or One month after consumption of the total material supplied, whichever is earlier, subject to clearance from user department, under the Acceptance of Tender.

**15.8.** In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.

**16.0** "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 / P G 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."

**17.0 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."

**18.0** 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.

**19.0 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 SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

**20.0 RISK PURCHASE:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. 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, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

**21.0 RECOVERY OF SUMS DUE:**

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the

e 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.

**22.0 REVENUE POLICY OF GEM:** Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under "Terms and Conditions >> Sellers >> Revenue policy of GeM".

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

- i) This Bid ATC duly signed and stamped by bidder on all pages, confirming acceptance.
- ii) Integrity Pact, in prescribed format mentioned above, duly signed on all pages, along with witness signatures at appropriate place.
- iii) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- iv) All ANNEXURES, duly signed & stamped, in prescribed formats.

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

**25.0 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.

**26.0 "OPTION CLAUSE:** The Purchaser reserves the right to decrease the quantity to be ordered up to 25 per cent

ent at the time of placement of contract."

**27.0** Tenderers who are suppliers of **Moderate Heat Duty Bricks** offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority from the original manufacturer, as per the proforma at **Annexure-7** of 'Detailed Terms & Conditions of Invitation to supply tender', available in VSP's website: **www.vizagsteel.com** under MM > 'MM Tenders' > Detailed T & C of ITT), specifically authorizing the said supplier to make an offer in response to this Bid. This Letter of Authority should be submitted along with Techno-Commercial bid.

**28.0 INTEGRITY PACT - VITAL:**

The Tenderer is required to unconditionally accept the "Integrity Pact" as per the proforma at '**Click here to read Integrity Pact**', available in VSP's website: **www.vizagsteel.com** (under MM > 'MM Tenders') and shall submit the same duly signed & stamped on each page along with his Offer. Submission of signed Integrity Pact by the tenderer is a **VITAL** condition. The details of the Nodal officer and Independent External Monitor (IEMs) are available at '**Click here to read Integrity Pact**', available in VSP's website: **www.vizagsteel.com** (under MM > 'MM Tenders').

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

**30.0** This Bid ATC supplements/supersedes GeM GTC.

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**ANNEXURE-I OF ATC**

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**PRO-FORMA for BID SECURITY DECLARATION**

**(in lieu of EMD)**

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**Tender 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 i

n 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 SELF-DECLARATION CERTIFICATE**

**TO AVAIL BENEFIT UNDER GOI's MAKE IN INDIA POLICY**

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

In reference to ITT No. \_\_\_\_\_ DATED: \_\_\_\_\_

**To whomsoever it may concern**

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

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

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

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

Statutory/ Cost Auditor of M/s. ....

Sign & Stamp

**ANNEXURE-IIA OF ATC**

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

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

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



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

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

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

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

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

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

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

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

<Insert Name, Designation and Contact No.>

### ANNEXURE-III OF ATC

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

- I. **Bidder** from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person of firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Tender / RfX means :-
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary or an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting 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 **Tender No.** ..... **Dated:** .....

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

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

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

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

Yours faithfully  
(NAME)

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

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

#### **ANNEXURE-IV OF ATC**

#### **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 Tender No. \_\_\_\_\_ dtd. \_\_\_\_\_

2) Our Offer No. \_\_\_\_\_ dtd. \_\_\_\_\_

With reference to your Tender Notice No. \_\_\_\_\_ dtd. \_\_\_\_\_ for Supply of IS:6 Bricks, 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)

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#### **ANNEXURE - V OF ATC**

#### **PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND**

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

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

To

Rashtriya Ispat Nigam Limited,

Visakhapatnam Steel Plant,

Administrative Building,

## LETTER OF GUARANTEE

1. WHEREAS M/s \_\_\_\_\_ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said A/T) for the Supply of \_\_\_\_\_ ( \_\_\_\_\_ ) Nos. of IS:6 Bricks (hereinafter referred to as the MATERIAL) on the terms and conditions mentioned therein.

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

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

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

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

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

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

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

FOR AND ON BEHALF OF

(Name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY

& AUTHORISED SIGNATORY

Designation

(name of bank & branch)

IFSC Code.....

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

(NAME AND ADDRESS TO BE SPECIFIED)

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

- 1.0 Details of BG:
- 1.1 Vendor/Supplier/Tenderer shall obtain Bank Guarantee from Branches of Banks (Scheduled Commercial Bank/ Nationalized Bank etc. as specified in the tender) which are having SFMS Facility.
- 1.2 The Details of BG Advising Bank for sending confirmation of BGs in SFMS mode are given below:
  - Bank : State Bank of India, Commercial Branch
  - IFSC Code : SBIN0014407
  - Address : 43-29-54/8, Balaji Metro Chambers,  
Dondaparty, Visakhapatnam - 530016.
  - SWIFT : SBININBB745

- 1.3 In case of New BG, SFMS Message type (MT) should be “760” and in case of Extension or Amendment SFMS Message type (MT) should be “767”.
- 1.4 Details of RINL executive to whom the SFMS advice shall be sent by the Bank:  
D.V.RAVI KUMAR  
Sr. Manager (MM - Purchase)  
Administration Building - 3rd Floor  
Rashtriya Ispat Nigam Limited (RINL),  
Visakhapatnam Steel Plant (VSP),  
Visakhapatnam - 530031  
Andhra Pradesh, India Tel / Ph : +91 9701348900; email: dvravikumar@vizagsteel.com
- 1.5 The email address of issuing bank and local enforcing bank to be indicated along with their addresses in the BG format.
- 1.6 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to Email id specified in the tender document.
- 1.7 All Bank Charges levied by Advising Bank for confirmation of BGs in SFMS mode relating to Vendor/Supplier/Customer are to RINL Account.
- 1.8 Tenderer should ensure compliance of the checklist for BGs enclosed to Format of PBG.
- 2.0 Receipt of BG:
- 2.1 Issuing Bank should submit the BGs to concerned department of RINL along with  
(i). SFMS Message of issuing Branch.  
(ii). Scanned copy of signed Original BG is to be sent to concerned E-mail address of Tendering / Operating Dept. as mentioned above.
- 2.2 Bank Guarantee shall be received in original on Stamp paper from Issuing Bank as per the prescribed format of RINL by Speed Post / Registered Post / Courier.

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## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.



6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**