

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687704328075

अनुबंध तिथि | Generated Date : 13-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4415846](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : Rashtriya Ispat Nigam Limited संगठन का नाम Organisation Name : Rashtriya Ispat Nigam Limited कार्यालय क्षेत्र Office Zone : VISAKHAPATNAM STEEL PLANT	पद Designation : SR MANAGER MM PUR66 संपर्क नंबर Contact No. : 891-3500234-21015 ईमेल आईडी Email ID : buyer220.rinl.ap@gembuyer.in जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : COM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : COM	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : AGM FINANCE 2 ईमेल आईडी Email ID : pao23.rinl.ap@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, Visakhapatnam, ANDHRA PRADESH-530031, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 3276200001234909 कंपनी का नाम Company Name : LALWANI FERRO ALLOYS LTD संपर्क नंबर Contact No. : 08240767558 ईमेल आईडी Email ID : ho@lalwaniferroalloys.com पता Address : 32,,Om Tower,,Jawaharlal Nehru Road,,Kolkata, Kolkata, WEST BENGAL-700071, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 19AAACL4482G1ZE

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Lalwani Ferro Alloys Ltd--LALWANI FERRO ALLOYS LTD si19mn63 Lump Silico Manganese 1000 kilogram ब्रांड Brand : Lalwani Ferro Alloys Ltd--LALWANI FERRO ALLOYS LTD ब्रांड प्रकार Brand Type : Unregistered Brand कैटलॉग की स्थिति Catalogue Status : OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Silico Manganese as per IS 1470 (Q3) मॉडल Model: M/s. Lalwani Ferro Alloys Ltd. एचएसएन कोड HSN Code: HSN not specified by seller	8,000	metric tonne	79,610	NA	636,880,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						636,880,000

परोक्षी विवरण | Consignee Detail

क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दैनिक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
			1	1,000	20-Mar-2024	04-Apr-2024
			2	1,000	04-Apr-2024	19-Apr-2024
			3	1,000	19-Apr-2024	04-May-2024

1	ईमेल आईडी Email ID : con54.rinl.ap@gembuyer.in संपर्क Contact : 891-3500234-23867 जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India	Lalwani Ferro Alloys Ltd- -LALWANI FERRO ALLOYS LTD si19mn63 Lump Silico Manganese 1000 kilogram	4	1,000	04-May-2024	19-May-2024
			5	1,000	19-May-2024	03-Jun-2024
			6	1,000	03-Jun-2024	18-Jun-2024
			7	1,000	18-Jun-2024	03-Jul-2024
			8	1,000	03-Jul-2024	18-Jul-2024

Product Specification for Lalwani Ferro Alloys Ltd--LALWANI FERRO ALLOYS LTD si19mn63 Lump Silico Manganese 1000 kilogram

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Classifications	Grade Designation	si19mn63
Standards	As per Indian Standards IS 1470:2013/Latest Version	Yes
Composition	Carbon,percent , Max	2
	Silicon,percent	15 min
	Manganese,percent	60 Min
	Phosphorous,percent, Max	0.35
	sulphur,percent, Max	0.03
Specifications	Form	Lump
	Particle size, 90%, min in mm	40-100
	Purity %	>99,5
Packaging	Packaging Material/Container Suitable with Chemical Grade	Yes
	Packaging container	HDPE Bags
	Packing qty	1000 kilogram
Reports & Certifications	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	No
	Test Report to be submitted to the Buyer on Demand	No

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-01-12 16:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-16 14:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic.

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Generic.

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file.](#)

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- Technical Specification of Silico Manganese of size: 40-100 mm:

GRADE : Si 19 Mn 63 as per IS 1470-1990

a) Chemical Specification:

Manganese : 60.0% Min

Silicon : 15.0% Min

Carbon : 2.0% Max

Phosphorus : 0.35% Max

Sulphur : 0.03% Max

Rounding off shall be done as per IS-2.

b) Physical

Size : 40 - 100 mm

SIZE TOLERANCE (WITHOUT PENALTY):

Above 125 mm : Nil

Above 100 mm : allowed 3% of the lot size

Below 40 mm : allowed 5% of the lot size (including 1 % of below 10 mm)

Below 10 mm : shall not exceed 1% out of 5% of the lot size

PENALTY: For Size deviations:

(a) If the material deviating in size up to 3% of the lot size on above 100 mm size and up to 5% of the lot size in the below 40 mm size subject to above 125 mm is nil and below 10 mm does not exceed 1% out of 5% of the lot size in the undersize, such material shall be accepted without any penalty.

(b) If the material is deviating in size beyond the allowable limits given above, up to another 3% on above 100 mm size or additional 5% on below 40 mm size subject to the condition that above 125 mm is nil and below 10 mm does not exceed 1% out of 10% of lot size, such material shall be acceptable with a penalty of 3% on the total lot basic value/price of the inspected quantity.

(c) If the material is deviating in size beyond the allowable limits given above, up to another 3% on above 100 mm size and also additional 5% on below 40 mm size subject to the condition that above 125 mm is nil and below 10 mm does not exceed 1% out of 10% of lot size, such material shall be acceptable with a penalty of 6% on the total lot basic value/price of the inspected quantity.

WITH PENALTY

Size Tolerance

Above 125 mm : Nil

Above 100 mm : more than 3% and less than or equal to 6% of the lot

Below 40 mm : more than 5% and less than or equal to 10% of the lot

(including 1% of Below 10 mm)

Below 10 mm : 1% out of 10% of lot size

PENALTY: As indicated at (b) and (c) above.

Apart from what is indicated above, the material will be accepted if below 10 mm is beyond 1% and up to 2% of the lot. However, payment will not be made for 1.5 times the quantity in the range beyond 1% and up to 2%. The total lot of material will be rejected if below 10 mm exceeds 2% of the lot.

Penalty for variations in Chemical Composition shall be imposed as follows:

For Mn: Below 60.0% to 59.0%: Penalty of 0.3 % of the basic price per ton for every 0.1% decrease or part thereof. Below 59.0% : Total rejection.

For Si: Below 15.0% to 14.75%: Penalty of 0.4 % of the basic price per ton for every 0.1% decrease or part thereof. Below 14.75% : Total rejection.

For C: Above 2.0% to 2.1%: Penalty of 1 % of the basic price per ton for every 0.1% increase or part thereof. Above 2.1% : Total rejection.

For P: Above 0.35% to 0.36%: Penalty of 0.5 % of the basic price per ton for every 0.01% increase. Above 0.36% : Total rejection.

2) Technical Specification of Silico Manganese of size: 10-100 mm:

Chemical and Physical Parameters:

a) Material Composition:

Manganese : 60 percent min

Silicon : 15 percent min

Carbon : 2 percent max

Phosphorus : 0.35 percent max

Sulphur : 0.03 percent max.

Rounding off shall be done as per IS-2. Except for sulphur content.

b) Physical specification:

Size : 10-100 mm.

Size Tolerance (Without Penalty):

Above 120 MM: Nil

Above 100 MM: 10% Max (upto 120 mm)

-10 MM: 1% Max

Penalty shall be imposed for variations in Chemical Composition as follows:

For Mn: below 60.0 percent to 56.0 percent: penalty of 0.3 percent of the basic price per ton for every 0.1 percent decrease or part thereof. Below 56.0 percent: Total rejection.

For Si: below 15.0 percent to 13.0 percent: penalty of 0.4 percent of the basic price per ton for every 0.1 percent decrease or part thereof. Below 13.0 percent: Total rejection.

For C: above 2.0 percent to 2.5 percent: penalty of 1 percent of the basic price per ton for every 0.1 percent increase or part thereof. Above 2.5 percent: Total rejection.

For P: above 0.35 percent to 0.39 percent: penalty of 0.5 percent of the basic price per ton for every 0.01 percent increase. above 0.39 percent to 0.43 percent: penalty of 2 percent of the basic price per ton for every 0.01 percent increase. Above 0.43 percent: Total rejection.

Penalty shall be imposed for variations in size as follows:

Above 120 mm: Nil, No payment for fraction above +120 mm.

Above 100 mm upto 120 mm: 10% max.

More than 10% and upto 15% : 50% of penalty on basic price for fraction above 10%.

Above 15.0%: No payment for fraction above 15%, Below 10 mm: 1.0% Max. For quantity found exceeding beyond size tolerance limit of 1%: No Payment.

3) Packing: The material should be securely packed in new non-returnable One Metric Ton HDPE bags or New non-returnable 50 Kg double Gunny / HDPE bags. The bag should be properly stitched and sealed. In case the material is supplied in one Ton Jumbo bags, each bag shall be stencilled in ink / paint which should be indelible and clearly visible with the Item/material name, Supplier/Manufacturer Name, Net Weight of material, Contract/Purchase Order (PO) number.

Serial Number of the bags starting from 0001 to 0020 or so (depending upon the number of bags in each consignment/ Invoice) are to be pre-printed on four sides of each bag with the same font family and size to facilitate random selection of bags from each consignment at RINL-VSP Stores.

Material without pre-printed bag Serial nos. shall not be offered for Inspection and will be liable for rejection.

The material delivered should be moisture free and dry. The packing should avoid fines generation and contamination from foreign particles/moisture.

4) **Test cum Guarantee certificate:** The Supplier shall submit Test Certificate from Government / Government approved labs (or) own Lab in case of ISO certified Manufacturer, along with every consignment clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give Guarantee for replacement in case of any deviations / manufacturing defects.

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Replacement of defective materials shall be made free of cost (including duties to Supplier's account) at Buyer's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at his expense.

5) **Bid Quantity:** For size: 40-100 mm: The bid quantity is 33,000 MT for 4 (four) months supply from Contract / Purchase Order date @8,250 MT per month.

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For size: 10-100 mm: The bid quantity is 12,000 MT for 4 (four) months supply from Contract / Purchase Order date @3,000 MT per month.

6) **Minimum Offer Quantity:** The minimum quantity to be offered against the subject bid are as follows:

6.1 For size: 40-100 mm:

The firm quantity offered by bidders for supply within 4 (four) months (120 days) from date of Contract / Purchase Order (PO) should comply with the following conditions:

For SSIs/MSEs (Micro and Small manufacturer): 1,000 MT/month or 80% of bidder's monthly production capacity, whichever is lower.

For other Bidders (i.e. Medium and Large scale manufacturer): 2,000 MT/month or 80% of bidder's monthly production capacity, whichever is lower.

For traders/Resellers: 1,000 MT/month or 80% of respective manufacturer's monthly production capacity, whichever is lower, in case the manufacturer is SSI/MSE.

For traders/Resellers: 2,000 MT/month or 80% of respective manufacturer's monthly production capacity, whichever is lower, in case the manufacturer is Medium / Large scale.

6.2 For size: 10-100 mm: The Minimum offer quantity for size: 10-100 mm is 4,000 MT.

6.3 Bidders have to upload authentic documentary evidence in support of their present production capacity.

6.4 Format of quantity bid : To be uploaded by the bidder on Letter head duly signed:

To: Rashtriya Ispat Nigam Ltd - Visakhapatnam Steel Plant Visakhapatnam.

Subject: Quantity Bid in response to RINL-VSP Bid no. GEM/2023/B/ _____ Dtd. _____

Firm Quantity offered for supply within four months from date of Contract / Purchase Order: _____ MT @ _____ MT/month for size: 40-100 mm and _____ MT @ _____ MT/month for size: 10-100 mm .

Signature of the bidder.

In case the quantity offered by a bidder in the above format is not in compliance with Minimum offer qty. stipulated above, their offer shall be liable for rejection.

Part Qty. bidding has been enabled online in the present tender. Therefore, the bidders who intend to offer lower than the Bid/tendered quantity shall offer their respective quantities online in GeM portal while submitting their offer and also mandatorily upload the duly filled-in "Format of Quantity bid" duly signed & stamped on their letter head. Bidders should take utmost care that there is no mismatch between the "online entered quantity" and the "quantity mentioned in the Letter head". In case of any mismatch between the two, the "quantity mentioned in the Letter head" shall be binding on the bidders.

For size: 40-100 mm, the "Minimum Capacity" is stipulated as 1 MT in this Bid document so as to allow bidders having lower production capacity to participate against this open bid/tender. However, bidders shall quote their respective quantity as per the Minimum offer Quantity stipulated above.

7) **Delivery Schedule:** Upon placement of Contract/PO, 7 days shall be allowed to the successful bidder for bag printing activities. Thereafter, the monthly quantity on each source shall be split equally into two delivery schedules of 15 days each. Supplies shall be in compliance with 15 days delivery schedules commencing immediately after expiry of allowed time of 7 days as mentioned above. Liquidated Damages as per GeM GTC shall apply for late supplies if any without prejudice to the other terms and conditions of Contract/PO. The quantity against each delivery schedule of Contract/PO must be supplied in an evenly spread manner through-out each schedule. However, during the course of supplies, the Purchaser reserves the right to revise the delivery schedules depending on VSPs production requirements and storage capacity without any change in prices and other terms & conditions of Contract.

The quantities of staggered delivery schedules indicated above in this bid document are based on total Bid/tendered quantity. However, in the event of order placement, quantities of staggered delivery schedules in Contract / Purchase Order(s) shall be proportionately based on the quantities quoted by the respective bidder(s) and quantities to be allocated in the order of ranking.

RINL-VSP reserves the right to reject offers not meeting the bid delivery schedules.

8) The supply of ordered quantity shall be treated as complete if the difference between total ordered quantity and total accepted quantity is less than 5 (five) MT out of total Contract/PO quantity. Otherwise, the Contract/PO shall remain pending and relevant Contract/PO terms shall apply for non-completion of supplies.

9) In the event of failure to supply the required quantity by the seller within contractual end date; allowing the supplies (i.e. receipt of material) beyond contractual end date for delivery will be at RINL's option.

10) RINL reserves the right to negotiate with the bidders without prejudice to their quoted price.

11) **Number of Sources:** For size: 40-100 mm: While tying-up the tendered monthly and total quantity in the present Bid/tender, the maximum number of sources shall be limited to $n/2$, if n is even and $(n+1)/2$ if n is odd, where n is the number of TA and CA bidders participated in the present Bid/tender (inclusive of MSEs) for size: 40-100 mm, subject to matching L1 price by the bidders from L2 onwards in the order of ranking irrespective of the fact whether the tendered monthly and total quantity is tied-up or not. However, the actual number of sources while tying-up the tendered quantity may exceed the above maximum number, to the extent of MSEs ranked beyond the maximum number of sources becoming eligible for Purchase Preference (for fulfilling the MSE quota as per clause mentioned below):

RINL reserves the right to extend Purchase Preference to MSEs (Micro and Small Enterprises - Local / Non-Local / MSEs owned by SC/ST/Women Entrepreneurs in line with present Public Procurement Policy for MSEs) upto 25% of tendered quantity, whose prices are within L1+15%, subject to matching TAL1 price. Out of 25% quantity, 4% quantity shall be earmarked to SC / ST owned MSEs and 3% to women owned MSEs, balance 18% of tendered quantity to other MSEs - first preference to Local MSEs by exhausting the quoted quantities in the order of ranking, followed by Non-Local MSEs by exhausting the quoted quantities in the order of ranking, if more than one MSE comes within that range. In the event of non-participation / non-eligibility of such SC/ST/women owned MSEs in the procurement Bid/tender, the earmarked quantity shall be met from other MSEs.

After allocation of Quantities to the eligible MSEs in line with above Purchase Preference clause, the balance of tendered quantity shall be distributed to the remaining sources by exhausting the quoted quantities from L1 onwards in the order of ranking, subject to matching L1 price. In any case, the total quantity to be ordered on all sources (including MSEs) in this Bid/tender shall not exceed the tendered quantity.

For size: 10-100 mm: The tendered quantity is intended to be tied-up from two Techno-Commercially acceptable bidders subject to matching L1 price by the 2nd source from L2 onwards in the order of ranking. The required quantity to be tied-up from two sources together shall be distributed in the ratio 2/3:1/3 subject to Purchase Preference to eligible MSEs and Make-In-India suppliers. In case, none of the bidders from L2 onwards agree to match the L1 LNIP, RINL reserves the right to tie-up the total bid quantity from the L1 bidder, provided the L1 bidder has offered for full quantity. RINL reserves the right to increase the number of sources to tie-up the tendered quantity.

12) 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 offer or any other offer or all the offers;
- b) To accept any tender offer in full or in part;
- c) To reject the offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend Purchase Preference to SSIs/MSEs (Micro and Small Enterprises) as above, subject to submission of documents as per prevailing guidelines of Govt. of India.

13) **Conditions for availing MSE benefits:** The stipulated MSE benefits like Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item / item category, and not by Traders / Dealers. Documents as prescribed by Govt. of India from time-to-time are to be submitted by the eligible MSEs for availing MSE benefits. 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.

The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o. MSME and submit Notary attested copy of valid SSI / MSE Registration Certificate / Udyam Registration for the tendered item / item category for which they are registered, for availing the relevant benefits as stipulated.

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

14) **EMD/Bid security:** in lieu of EMD/Bid Bond, the bidders are required to upload Bid Security Declaration in the offer document with an undertaking in attached format on bidder's letter head duly signed by the Competent Authority and mentioning the Bid no. and date.

15) **Performance Guarantee Bond / Performance Security:** Performance Security (i.e. 5% of Contract Value inclusive of all taxes & duties) in the form of Bank Guarantee shall be submitted by the successful bidder(s) as per the approved RINL format attached to this bid under ATC and shall remain valid for a period of 8 months from the date of BG i.e. 4 months beyond contractual end date for delivery.

Successful Bidder can also submit the Performance Security in the form of online payment through RTGS /Internet banking. On-line payment shall be in Beneficiary name RASHTRIYA ISPAT NIGAM LIMITED Account No. 31563188242 IFSC Code SBIN0014407 Bank Name: State Bank of India, Branch address: 43-29-54/8, Balaji Metro Chambers, Dondaparty, Visakhapatnam. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

Successful Bidder can also submit the Performance Security in the form of Account Payee Demand Draft (besides PBG which is allowed as per GeM GTC). DD should be made in favour of RASHTRIYA ISPAT NIGAM LIMITED payable at VISAKHAPATNAM. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

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

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

16) **Right to accept/reject Offers:** RINL-VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/offer or portion of the quantity tendered and the bidders shall supply the same at the rate quoted.

17) **Inspection (Sampling and Analysis):** Sampling and Analysis shall be done at RINL-VSP on receipt of materials. Sample shall be drawn as per VSP standard procedure during unloading the material from vehicle(s). Accordingly, Inspection team is allowed for requisitions for sample bags while the material is being unloaded after giving the DB no.

Authorized Supplier representative, if present, shall be allowed to witness the process of sampling including sealing and signing on all parts of Sample thus prepared.

The sample so drawn shall be tested for size (Sieve analysis) at VSP Stores and for chemical analysis at VSP QATD laboratory, as per VSP standard procedure.

Final samples prepared for Chemical analysis shall be divided into three parts. Each part shall be duly numbered, securely packed, sealed and signed jointly by designated agencies and representative of supplier, if present.

The first part will be marked as Umpire Sample. The second part shall be analyzed at the earliest at QATD. The representative of the Supplier shall collect the third part latest within 7 days from the date of drawing of the sample. If the Supplier does not collect the sample within the stipulated period of 7 days, RINL/VSP shall be at the liberty to destroy the sample.

There will be no re-sampling. In case the supplier disputes the results of RINL/VSP Laboratory, re-testing will be limited to chemical analysis of Umpire Sample only.

18) **Testing of Umpire Sample:** With a view to avoid disputes/ to address disputes, if any, following measures should be observed:

Retention of Umpire Sample: The "Umpire Sample" shall be retained for a period of 7 days from the date of release of analysis report to the Supplier. However, in case of adverse variation in quality reported after analysis at RINL/VSP Laboratory and subsequently disputed by the supplier within stipulated time frame of 7 days, the "Umpire Sample" shall be retained till the settlement of dispute.

Testing of Umpire Sample in case QATD Lab results are within penalty limits : In general, no requests for testing will be entertained when QATD Lab results are within penalty limits. Based on the merit of the case, however, the same (testing of Umpire Sample) may be allowed even when RINL/VSP Lab results are within penalty limits.

Place of Testing of Umpire Sample : Testing of Umpire Sample can be done at independent outside Laboratory like RDCIS-Ranchi, CGCRI, NML, CMERI, MDNL, NTH, other Government Labs, etc., (selected on random basis) with the agreement of the supplier. The sample will be sent to the lab by RIC. The payment for retesting in total shall be borne by the supplier.

Results of the Umpire Sample shall be final and binding on both supplier and buyer. Supplier shall invariably furnish an undertaking to this effect prior to analysis of Umpire Sample.

In case no request for retesting of Umpire Sample is received by RINL/VSP from the supplier latest within 7 days of communication of results by RINL/VSP, analysis results of the consignment will be presumed to be accepted as OK and RINL/VSP shall be at liberty to destroy the Umpire Sample.

19) Random Sampling of the accepted consignments, if necessary, shall be carried out by the Inspection team in the presence of the representative of the Supplier. In case of any adverse variation in the quality of the accepted consignments on re-inspection, the same shall be rejected and payment, if any already made, shall be recovered from the Supplier, due to them. However, the Supplier shall be allowed to challenge re-inspection reports of accepted consignments for testing at outside independent lab as per the existing procedure in vogue.

20) After completion of Inspection by the regular Inspection Committee, a Joint Inspection Team (JIT) constituted for the purpose may carry out Surprise Inspection of accepted DBs by drawing bags on random basis from the available stocks. In such cases, the report of JIT is contractually binding. The frequency of Joint Inspection will be at least once in 15 days.

21) **Total Rejection:** Any lot deviating beyond the limits specified shall be rejected and shall not be paid for. All deviations/rejections shall be informed to the SUPPLIER. The SUPPLIER has to ensure lifting of the material within 10 (ten) working days from the date of issue of such notice to the SUPPLIER (or) from the date of the test results of the 3rd party Inspection, whichever is applicable, otherwise, 5% (five percentage) of basic material value of rejected quantity per month or part thereof as storage cost will be leviable by PURCHASER (if delay in lifting of rejected material is attributed to the Supplier) till such time the material is lying at PURCHASER'S Stores at SUPPLIER'S risk. Payment, if any, made by the PURCHASER for the rejected material, shall be refunded forthwith by the SUPPLIER. The SUPPLIER also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at PURCHASER'S Plant.

The materials shall be supplied strictly in line with the Specifications and within the penalty limits. In case of rejections of Silico Manganese and Ferro Silicon during a month exceeding 5 times by a particular Supplier, a penalty of 1% on the basic value of total rejected quantity shall be imposed based on the certification from Ferro Alloys Stores. For other Ferro Alloys, the penalty of 1% as stated above is applicable in case the no. of rejections exceeding 2 times by a particular supplier in a month.

In case of frequent rejection, in addition to 1% penalty on the rejected quantity as detailed above, the concerned supplier shall be kept on hold for next cycle of procurement for the particular item(s). However, in case the same trend continues more than 3 months during the procurement cycle, the matter shall be referred to Standard Banning Committee (SBC) of RINL for the particular item(s).

In case the material is required at plant for meeting its urgent production requirements, the rejected material will be consumed and the payment for such rejected quantity which is used shall be decided by the Material Review Board (MRB) of RINL/VSP. The decision of MRB shall be final and binding on both the parties.

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

23) **Price Firmness:** Price quoted shall be on Landed cost basis (inclusive of applicable taxes and duties) for supply on FOR VSP Stores basis (inclusive of Freight and transit Insurance) and the price finalized shall remain firm till completion of supplies.

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 favor of the Seller/Supplier for such recoveries.

24) **Liquidated Damages:** shall be as per GeM GTC. 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.

25) **Establishment of credibility of Non-enlisted/Non-assessed bidders:** If a bidder is presently not enlisted with RINL-VSP as an approved vendor for SILICO MANGANESE, and/or those bidders for whom Vendor Assessment is not done by GeM for the category SILICO MANGANESE, such bidders should upload the following documents along with their offer in GeM:

i) Notarized Statutory manufacturing / service industry registration certificate, i.e., EM-Part II issued by DIC/NSIC registration certificate / Udyam Registration certificate for the same / similar tendered item(s) for MSEs.

(or)
Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer/Agent/Trader etc.

(or)
Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private/ Public Limited companies.

- ii) Notarized Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.
- iii) Notarized copy 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-attested Financial worth and audited Financial statements for the last three (3) years.
- v) Self-attested copies of Contract / Purchase Order s / Contracts for the same or similar tendered item/s .
- vi) Self-certified ISO certificate, if any.

Vendor Assessment Report has to be submitted by the bidders for whom Vendor Assessment is already done by GeM for the Category - Silico Manganese.

Note: In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from concerned Govt Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.to iv) to vi) above. The above is subject to the condition that the firm has the required manufacturing, testing and inspection facilities and the following documents to be submitted:

- a. Details of Manpower and Machinery (Self Certified).
- b. Details of Testing and Inspection facilities available (Self certified).

However, for the items related to public safety, health, critical security operation and equipment, etc., relaxation shall not be applicable

Kindly note that the above information is required to assess the credibility of the bidder who is not presently enlisted with RINL/VSP as approved vendor and/or those bidders for whom Vendor Assessment is not done by GeM for the Category-Silico Manganese. The offer of non-enlisted/non-assessed bidders shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) or RINL/VSP finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The bidder shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP decision in this regard is final.

Traders / Resellers who are offering supply of Silico Manganese in response to this bid have to indicate name(s) of Manufacturer(s) from whom the material is sourced for supply along-with authorization or tie-up details, if any. The above details are to be furnished by the Resellers on Letter head duly signed and to be uploaded along-with their offer in GeM.

Any revised bids / any revision in offered price, terms and conditions, received (outside GeM) 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.

26] **Default:** Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Contract / Contract / Purchase Order or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Contract / Contract / Purchase Order as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER default. This Clause is however subject to Force Majeure Clause.

27] **Risk Purchase:** The PURCHASER reserves the right to take Risk Purchase action at the risk and cost of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfill the contractual obligation. In the event of the PURCHASER terminating the Contract / Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies and/or any loss which the Purchaser may sustain on account of risk purchase, but the Contractor shall not be entitled to any gain on such purchase made against such default. However, in case of part termination of Contract/ Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Contract/ Purchase Order to the extent it is not terminated under the provisions of this Clause.

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

29] **General:** The Seller/Contractor shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the Con

tract/ Contract / Purchase Order .Any approval which the Inspector may have given in respect of the Stores(whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.

30) **Transfer and Sub-Letting:** The SELLER shall not sublet, transfer, assign or otherwise part with the Contract/ Contract / Purchase Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor account and at his risk and cost.

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

32) **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#.

33) **Documents To Be Uploaded by the bidders during bid participation in GeM:**

- (i) **Quantity Bid duly signed (on bidders Letter head) in the prescribed format.**
- (ii) **Integrity Pact in prescribed format duly signed on all pages along with witness signatures.**
- (iii) **Bid Security Declaration - as per prescribed format.**
- (iv) **This Bid document (including ATC) duly signed and stamped by bidder on all pages confirming acceptance.**
- (v) **Documents for claiming MSE benefits in case of MSEs as per terms and conditions of this Bid.**
- (vi) **RINL's approved vendor registration letter in case of enlisted/approved vendors of RINL for tendered item, or**
- (vii) **Vendor Assessment Report of QCI/GeM if Vendor Assessment is already done for the Category Silico Manganese, or**
- (viii) **Credentials of the bidders who are not enlisted with RINL and not assessed by QCI/GeM for Silico Manganese as mentioned above.**
- (ix) **Tie-up details of Resellers/traders with their original manufacturers .**
- (x) **Certificate from Cost auditor or statutory auditor declaring the MII (Make-In-India) Local Content as per Order no. P-45021/2/2017-PP (BE-II) Dtd. 16.09.2020 from Department for Promotion of Industry and Internal Trade (DPII - Public Procurement Section), Ministry of Commerce and Industry, Government of India.**
- (xi) **Quality Assurance Plan (QAP).**
- (xii) **Authentic documentary evidence in support of present production capacity.**
- (xiii) **Basic information about the Company in the prescribed format (format attached under ATC) indicating Number of furnaces installed and their MVA ratings.**

34) **Punitive Actions:** If it comes to the notice of VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ forged/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP 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 VSP Management will be final and binding.

In case where RINL/VSP decides to procure the material from one or more than one source, (only one offer shall be submitted by Companies using same equipment / facilities/ addresses), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that Offers have been made by Companies using same equipment/ facilities/ address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/ Contractors shall be banned for a period of 2 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

If the L1 bidder 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 two bid cases within the validity period, they shall be kept under hold, barring participation for the next three tenders or six months, whichever is later.

If the bidder(s) back out after award of contract/defaults during the execution of contract, they shall be kept under hold, barring participation for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s)

35) For the purpose of acceptance of material, 2 (two) sets of following documents are required to be submitted by the Supplier to RINL:

- i. Original Tax Invoice.
- ii. Lorry Receipt.
- iii. Guarantee certificate.
- iv. Test Certificate.

36) Mode of Payment: 100% payment through Irrevocable Usance Letter of Credit (L/C) with 90 days credit period from the date of GOODS ACCEPTANCE/REJECTION NOTE or CONSIGNEE RECEIPT & ACCEPTANCE CERTIFICATE, whichever is earlier. Payment shall be subject to deductions under Penalty, Liquidated Damages etc., if any.

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The negotiable documents for payment through Usance L/C shall be as follows:

- i. Original Tax Invoice for Recipient- 1 set.
- ii. Lorry Receipt.
- iii. GOODS ACCEPTANCE/REJECTION NOTE or CONSIGNEE RECEIPT & ACCEPTANCE CERTIFICATE.
- iv. Guarantee certificate in original.
- v. Test Certificate in original.

No deviations to payment terms and for the credit period of 90 days of Usance L/C is acceptable. If any deviation is mentioned in the offer, the same is liable for rejection. L/C conditions should comply with the Contract conditions.

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The draft L/C shall be shared with the respective Seller/Supplier and upon mutual agreement of the draft L/C, the same shall be established.

37) If the bidder is a past supplier of the tendered item to the Purchaser, they shall be considered eligible, if as on the latest due date of submission of the offer, the bidder does not have a default quantity (supplies beyond delivery schedule / On proportionate basis in case due date of submission of offer falls in between of delivery schedule dates) of more than 20% of ordered quantity of tendered item scheduled for delivery against any Purchase Order placed on them by the Purchaser.

38) Force Majeure: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities") and provided notice of the happenings of any such eventuality (duly certified by

International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at

its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at

a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the

Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought Out components and stores as the Contractor may, with

the concurrence of the Purchaser, elect to retain.

39) BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED SUPPLIER / CONTRACTORS:

39.1 RINL may ban/ suspend the Business Dealing with the agency / remove the agency from the list of registered supplier/ contractors (with / without inter connected agencies) at any stage of the contract viz. Tendering, Awarding, Execution and during or even after expiry of Defect Liability Period/ Warranty/ Guarantee Period on the following grounds:

(a) If the Agency has been convicted of an offence under:

i) The Prevention of Corruption Act, 1988; or

ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

The Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;

(b) If it is determined that the Agency has breached the code of Integrity, the Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;

(c) In case of violation/ transgression of Integrity Pact (IP);

(d) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

(e) If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RINL, during the last five years;

(f) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

(g) If the Agency continuously refuses to return / refund the dues of RINL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

(h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

(i) If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

(j) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and or fudging / forging / tampering of documents;

(k) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RINL) or its official in acceptance / performances of the job under the contract;

(l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

(m) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (RINL) or not;

(n) Based on the findings of the investigation report of CBI/ Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RINL) or even otherwise;

(o) Established litigant nature of the Agency to derive undue benefit;

(p) Continued poor performance of the Agency in several contracts;

(q) If the Agency misuses the premises or facilities of the Company (RINL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
(Note: The examples given above are only illustrative and not exhaustive. RINL may decide to ban/suspend business dealing for any good and sufficient reason. Any other banning clauses mentioned elsewhere in the Tender Documents shall also be considered as a ground for banning/suspension of business dealing.)

39.2 'Inter-connected Agency' shall mean two or more agencies having any of the following features:

(a) If one is a subsidiary of the other.

(b) If the Director(s), Partner(s) Manager(s) or Representative(s) are common;

(c) If management is common.

(d) If one owns or controls the other in any manner.

39.3 Any allegation(s) against an agency with good and sufficient reasons for banning business dealing with the agency, except for banning of business dealings with foreign suppliers of coal/ coke, shall be put up to Standing Banning Committee (SBC) of RINL for investigation.

39.4 In case of removal of the agency from the list of registered vendors/ contractors of RINL, the agency shall not be disqualified from competing in Global/ Open Tender Enquiries (GTE/OTE) but Limited Tender Enquiry (LTE)/ Single Tender Enquiry (STE)/ Short Open Tender (SOT) may not be given to the agency concerned.

39.5 If the allegations against any agency are of a serious nature, RINL may suspend business dealings with the agency (with / without inter connected agencies) pending investigation, with/ without any show cause notice. The suspension shall be for a maximum period of nine months (six months initial extendable by three months in case investigations are not completed) or till the decision of SBC, whichever is earlier. In case of suspension of the agency, RINL may consider to discontinue all the existing contract(s) with the agency. During the period of suspension, no further business dealing including placement of orders against tenders under finalization shall be made with the agency w.e.f. the date of suspension.

39.6 After issue of suspension order, till the conduct of the agency is under investigation, RINL will not entertain any correspondence / argument from the agency (except receiving reply to the show cause notice).

39.7 If the agency desires some information / clarification or desires to see any document before replying to the show-cause notice, the agency may appear in person in the Standing Banning Committee meeting on the stipulated date and time wherein the agency will be furnished the desired information including sharing of relevant document. If the agency requests for inspection of any relevant document in possession of RINL, necessary facility for inspection of documents will be provided. The agency may correspond only with the SBC.

39.8 Convener SBC shall issue notice to the agency asking him/her to attend the meeting in person or informing him/her that he/she may send his/her representative. The date, time and venue of the meeting shall be clearly mentioned in the notice. To meet the ends of 'Natural Justice', two opportunities will be given to the agency to send their representative. In case of failure, SBC can proceed ex parte.

39.9 Opportunity will be given to the agency to submit any documents or evidence in his defense to SBC. Cross examination of the agency if required shall also be done by SBC.

39.10 The Banning Order based on the investigation by SBC shall be issued to the agency. In case of Banning of Inter -connected agencies the copy of the Banning Order shall be sent to known inter- connected agencies also.

39.11 Banned/Suspended agencies are not eligible for submission of quotations/offers against any type of tender (GTE/OTE/LTE/STE/SOT) during the period for which they have been suspended/banned for business dealings with RINL and if submitted, those quotations/ offers will be treated as unsolicited and shall not be considered.

39.12 The agency may file an appeal against the Banning Order to CMD-RINL within 30 days from the date of issue of the Banning Order.

39.13 Agency, may seek review of the banning order passed originally by RINL, either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, upon disclosure of new facts / circumstances or subsequent development necessitating such review.

39.14 RINL may decide to circulate the name of agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

39.15 If business dealing with any agency has been banned by the Central or State Government or any other Public Sector Enterprise, RINL may, without any further enquiry or investigation, issue an order banning business dealing with the agency and its inter-connected agencies.

Note: 'Party / Contractor / Consultant/ Supplier / Purchaser / Customer/ Bidder/ Tenderer' is indicated as 'Agency'.

40) All internal transactions and accounting at Buyer's end like Daybook, GARN, GST payment etc. shall be done in SAP PO.

41) Arbitration Clause:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is

obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

42] RINL reserves the right to carry out Surprise Check at Supplier's manufacturing units.

43] In case there is delay in release of GeM contract from Buyer's end, suitable Letter of Acceptance/SAP Purchase Order shall be issued prior to release of GeM contract. Bidders are bound to accept the same and commence the supplies as per delivery schedules indicated therein.

44] The terms & conditions of this Buyer added Bid Specific ATC supplements/supersedes those of GeM GTC.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.