

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687782350137

अनुबंध तिथि | Generated Date : 06-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4472621](#)

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 : DM MM PUR3 संपर्क नंबर Contact No. : 891-2424972- ईमेल आईडी Email ID : buyer225.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 : D(O) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : D(O)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : USERFINACC ईमेल आईडी Email ID : pao10.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 : T003200001774216 कंपनी का नाम Company Name : GAYATRI MINERALS संपर्क नंबर Contact No. : 08978666429 ईमेल आईडी Email ID : gyatriminerals@gmail.com पता Address : SURVEY 534/2A3A5A, Gayatri Minerals, sy no 534 /2A3A5A Opp ZPH school Kadavakuduru, 89786, Prakasam, Andhra Pradesh-523181, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-AP-13-0002295 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 36AKHPP4940M1ZN (B) , 37AKHPP4940M1ZL (R) , (M) , (M)

*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 (INR) 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 : Gayatri Minerals--Gayatri Minerals High Silica Sand available in loose ब्रांड Brand : Gayatri Minerals--Gayatri Minerals 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 : High Silica Sand for use in Foundries as per IS 1987 (Q3) मॉडल Model: GAYATRI MINERALS HSSB एचएसएन कोड HSN Code: HSN not specified by seller	2,000	metric tonne	4,914	NA	9,828,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						9,828,000

परोक्षी विवरण | Consignee Detail

क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
			1	167	06-Jun-2024	06-Jul-2024
			2	167	06-Jul-2024	05-Aug-2024

1	<p>पद Designation :- ईमेल आईडी Email ID : con76.rinl.ap@gembuyer.in संपर्क Contact : 97013-47797- जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India</p>	<p>Gayatri Minerals-- Gayatri Minerals High Silica Sand available in loose</p>	3	167	05-Aug-2024	04-Sep-2024
			4	167	04-Sep-2024	04-Oct-2024
			5	167	04-Oct-2024	03-Nov-2024
			6	167	03-Nov-2024	03-Dec-2024
			7	167	03-Dec-2024	02-Jan-2025
			8	167	02-Jan-2025	01-Feb-2025
			9	166	01-Feb-2025	03-Mar-2025
			10	166	03-Mar-2025	02-Apr-2025
			11	166	02-Apr-2025	02-May-2025
			12	166	02-May-2025	01-Jun-2025

Product Specification for Gayatri Minerals--Gayatri Minerals High Silica Sand available in loose

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Generic Specification	Grades	Grade B
	Sorting Coefficient	1.40 to 2.50
	Type of Sand	Natural Sand
	Fineness size of high silica sand	600/300
	Grain Shape	Washed sand grains shall be mostly of sub angular to rounded shape
	Clay Content	0.2 percent
Certification & Standards	Conformity to IS 1987:2002 (Latest)	Yes
Chemical Composition	Alumine,max	1.5
	Calcium and Magnesium oxide,max	1
	Alkalies,max	0.5
	Iron oxide,max	1.5
	Silica	>95 - 98
Packaging and Marking	Packaging Type	loose
	Packaging size	to be supplied in truck
Marking & labelling	The Grade of high silica sand marked on the packaging bag	Yes
	The Name or Trademark of the Manufacturer marked on the packaging bag	Yes
	BIS Certification Marking	Yes
Test Report/Certification	Name and address of the Lab where Test conducted	RINL VSKP
	Test Report Number and Date	800 OF 280602023
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	Yes

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Gayatri Minerals--Gayatri Minerals High Silica Sand available in loose

विनिर्देश Specification	मूल्य Value
MOISTURE CONTENT	2% MAX
GRAIN SHAPE	SUB-ANGULAR TO ROUND
PENALTY	AS PER CLAUSE NO.1.3 OF THE ATC

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-02-07 16:00:00
2. तक बढ़ाया गया | Extended Upto : 2024-02-15 16:00:00
3. तक बढ़ाया गया | Extended Upto : 2024-02-22 16:00:00
4. तक बढ़ाया गया | Extended Upto : 2024-02-28 17:00:00

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 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 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). 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.

2.3 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](#)

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS and CONDITIONS(ATC)

RASHTRIYA ISPAT NIGAM LIMITED (RINL), VISAKHAPATNAM STEEL PLANT (VSP), HEREIN AFTER REFERRED TO AS BUYER, HEREBY INVITES TENDERS FOR SUPPLY OF 3000MT OF HIGH SILICA SAND GRADE-B.

1.0 TECHNICAL SPECIFICATION OF HIGH SILICA SAND (GRADE-B):

HIGH SILICA SAND 90-95% GRADE-B AS PER IS:1987- 2002

- i) **Product Name** : High Silica Sand
- ii) **Type** : Grade - B
- iii) **Material** : B600/300 Of IS 1987
- iv) **Silica Content** : Over 95% & Up To 98%
- v) **Moisture Content** : 2% Max.
- vi) **Grain Shape** : Sub-Angular To Round

1.1 SPECIAL INSTRUCTIONS:

Testing : As per IS 1918:1966(2017) & all parts of 1917 (2017) / XRF spectro meter / wet chemical method.

Acceptance Criteria : As per random test report of every lot in RINL/VSP lab for chemical composition as per Clause No. 8 of IS 1987:2002 for silica, alumina, clay content, grain fineness and moisture content.

Supply : Shall be as per the required staggered Delivery Schedule and shall be completed in time.

1.2 SAMPLING AND ANALYSIS: Samples will be drawn by VSP's personnel at the unloading point from each truck. Suppliers (in case desire) can join for joint sampling for each consignment. Samples thus collected will be made in to a composite sample for every 150 MT (+/- 10 - 15%, depending upon the supply to the nearest lot/consignment) at QA&TD lab/ VSP. The composite sample will be divided in to 3 parts. One part will be analysed by QA&TD of VSP. The results of which is final and binding for payment purpose. Second part will be handed over to supplier, if desired, on written request. Third sample will be sealed and kept as umpire sample. In case of any dispute raised by the supplier within 30 days from the date of intimation of test result of the first sample to the party, the third sample will be tested at a Govt. / Govt. approved lab at the cost of the supplier in presence of both the parties. The test result of the umpire sample will be final for all purposes. In case of no dispute after 40 days from the date of declaration of test report by QA&TD both 2nd and Umpire samples will be discarded.

1.3 PENALTY CLAUSE:

1. for Silica (SiO₂): Over 95 & Up to 98%			
Silica (SiO₂) %	Penalty	Formula	Example: Unit Rate = Rs. 5,000.00 / Ton Silica Content(as per report):93.5
Silica (SiO₂)below 95% up to 90 %	5%	(95-Actual) X Penalty X Unit rate / Ton	Penalty = (95-93.5) X 0.05 X 5,000.00 = Rs. 325.00/- Ton of the lot.
IF SILICA (SiO₂) % IS LESS THAN OR EQUAL TO 90%, THE TOTAL LOT IS REJECTED			
2. Alumina (Al₂O₃): 1.5 % Maximum			
Alumina (Al₂O₃) %	Penalty	Formula	Alumina (Al₂O₃) (as per report): 1.86%
Alumina (Al₂O₃) % above 1.5%	2%	(Actual-1.5) X Penalty X Unit rate / Ton	Penalty = (1.86 - 1.50) X 0.02 X 5,000.00 = Rs. 36.00/- Ton of the lot
3. Clay: 0.5% Maximum			
Clay %	Penalty	Formula	Clay (as per report): 0.83%
Clay above 0.5 %	2%	(Actual-0.5) X Penalty X Unit rate / Ton	Penalty = (0.83 - 0.50) X 0.02 X 5,000.00 = Rs. 33.00/- Ton of the lot
4. Moisture: 2.0% Maximum			
Moisture %	Penalty	Formula	Lot Size = 150.00 M T and Moisture (as per report): 2.80%
Moisture above 2.0 %	2%	(Actual-2.0) X Penalty X Unit rate / Ton	Penalty = (2.8-2.0) X 0.02 X 5,000.00 = 2.4 T Actual eligible quantity for payment = 150.00 - 2.40 = 147.60 MT only.
5. Sieve Analysis (Grain Fineness):			
Sieve analysis	Penalty	Formula	Sieve Analysis : 78.3 , Coarse Fraction:5.2 and Fine Fraction: 16.5 as per report
Main Fraction: 85% Minimum	2%	(85-Actual) X Penalty X Unit rate / Ton	Penalty = (85-78.3) X 0.02 X 5000.00 = Rs.670.00 / Ton
Coarse Fraction: 4% Maximum	2%	(Actual as per report - 4) X 2% X Unit rate / Ton	Penalty = (5.2 - 4) X 0.02 X 5000.00 = Rs.120.00 / Ton
Fraction: 8% Maximum	2%	(Actual as per report - 8) X 2% X Unit rate / Ton	Penalty = (16.5 - 8) X 0.02 X 5000.00 = Rs.850.00 / Ton

- L.3.1 In case deviation is observed in more than one parameter, sum of all the applicable penalties will be levied
- L.3.2 If the material is rejected on account of the clause towards deviation in SiO₂%, the material will not be returned and party shall forfeit the supplied material.

2.0 PRE-QUALIFICATION CRITERIA (VITAL):

The Bidders who has supplied tendered item to any Industry in the past two years is eligible to participate in this tender. Documents evidencing the proof of supply i.e., Self Attested copy of Purchase Order issued on their Firm with proof of INV OICE for supply of tendered item to be submitted along with the Techno-Commercial Bid, failing which the Offer shall be liable for rejection.

3.0 DELIVERY SCHEDULE:

- 3.1 The tentative schedules at which the supplies should be affected is @250 MT/Month(or) as per the delivery schedule indicated by RINL-VSP in Purchase Order (PO)/LOA. However, RINL-VSP reserves the right to revise the delivery schedules depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.
- 3.2 The successful tenderers should commence delivery of material within 7 days from the date of Purchase Order (Acceptance to Tender) and complete delivery of the offered monthly quantity, as per schedule, in an evenly spread manner throughout the month.
- 3.3 In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.
- 3.4 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

4.0 NUMBER OF SOURCES: 02 (TWO)

Number of sources for both the items intended is TWO. The tender quantity shall be taken from 2 Acceptable tenderers subject to matching of final LNITC Price of L1 tenderer, by L2, L3 & L4 tenderers etc. in that order and the tender quantity will be distributed in the ratio of 2/3:1/3. However this is subject to L1 to L2 tenderers together offer for supply of total tendered quantity of 2,400 MT.

In case none of the tenderers from L2 onwards agree to match the L1 LNITC Price, the total tendered quantity shall be ordered on L1 tenderer, provided the L1 tenderer offers full quantity as per TENDER.

In case the quantity offered by L1 to L2 put together is less than the tendered quantity, then RINL shall opt to increase the number of sources to tie up the balance quantity subject to matching of L1 LNITC Price, by the tenderers in the order of Ranking.

5.0 WEIGHMENT:

The material will be delivered directly to the Foundry Dept. The material shall be weighed at VSP Weigh bridge which shall be treated as final. In case of non-functioning of VSP Weigh bridge (Stores shall certify on the backside of challan) a representative of DGM (Foundry), VSP will ascertain the volume of materials. In case of late receipt after 10.00 P.M. the time of receipt, shall be recorded by the unloading personnel on the delivery challan which shall be certified by an authorized representative of DGM (Foundry) who shall also ascertain the volume of materials. Payment will be made based on tonnage estimated by multiplication of volume ascertained with periodical bulk density reported by QA&TD. The weight so determined shall be applicable in case weigh bridge is not functioning. Along with each truck the supplier shall submit delivery challan in 2 copies. The original challan will be retained by VSP's representative and the other copy shall be returned to the supplier with acknowledgement of receipt of truck.

6.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):

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

7.0 CONDITIONS FOR AVAILING MSE BENEFITS:

- 7.1 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 Dt.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 Notarised Copy of valid SSI/MSE Registration Certificate/UAM/UDAYAM 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 MSEs:

a) For all MSEs:

- i) District Industries Centre, (Acknowledgement of Entrepreneur Memorandum - EM Part -II)
- ii) Khadi & Village Industries Commission
- iii) Khadi & Village Industries Board

- iv) Coir Board
- v) National Small Industries Corporation (NSIC)
- vi) Directorate of Handicraft & Handloom
- vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) For Local MSEs:

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

7.2 Purchase preference is accorded to Local Micro & Small Entrepreneurs (Local SSIs) and non-local MSEs as mentioned below, subject to submission of documents as stipulated vide clause 7.1 above.

Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer.

The quantity shall be divided into N+1 share, where N is the no. of sources. The distribution shall be done among the L-1 Bidder and other eligible Bidders (Who are in the range of purchase preference and match the L-1 price), as below:

- i. The L1 shall be awarded 2 shares of quantity, except in cases where L1 is not a Local MSE and there is/are eligible Local MSE/s. In such cases, the lowest eligible Local MSE shall be awarded 2 shares of quantity and the L1 shall be awarded 1 share from any balance shares of quantity.
- ii. One each of any balance shares shall be awarded to the other eligible Bidders in the order of preference given below (in the order of ranking within each preference category):
 - a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%
 - b) MSEs - Till the total quantity on MSEs (including Local MSEs) equals or exceeds 20%
 - c) Others

Illustrative distribution based on the above principle is given in Annexure-9 of detail terms conditions of supply in VSP website.

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

Quantity reserved for SC/ST MSEs:

"20% from the 20% quantity (i.e 4% of the tendered quantity) offered to the eligible MSEs shall be reserved for MSEs owned by SC/STs, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs".

8.0 EMD/BID SECURITY:

In lieu of EMD/Bid Bond, the bidders are required to submit/upload Bid Security Declaration in the Offer documents with an undertaking as follows on bidder's letter head duly signed mentioning the Bid no. and date:

BID SECURITY DECLARATION

(In Lieu of EMD)

Tender No.:

Dated: (dd-mm-yyyy)

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

Security Declaration" as follows:

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

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

Or

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

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

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

iii) Fail or refuse to comply with any other aspect of the tender which otherwise would have involved forfeiture of EMD.

(Signature)

In the capacity of:

(Legal capacity of person signing the Bid Security Declaration)

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

Name:

(Complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of: (Complete name of Bidder and Address)

Date: (Date of signing)

Corporate Seal: (wherever applicable)

9.0 PERFORMANCE GUARANTEE BOND:

9.1 The SELLER shall establish a Performance Guarantee (PG) Bond within 15 days of the issue of the Purchase Order (PO)/Letter of Acceptance (LOA), whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per pro-forma at Annexure-I of the ATC, for 5%(Five percent) of the value of the total PO quantity on Landed Cost basis. No change in the prescribed pro-forma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with Performance Guarantee. The check list format is enclosed at Annexure - II of the ATC.

9.2 The Performance Guarantee Bond should be established in favour of RINL 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 the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

9.3 The 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 successful Bidder and the Buyer under the terms & conditions of Purchase Order(Acceptance to Tender)/ Contract.

9.4 The successful tenderer 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.

9.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of delivery of the last consignment.

9.6 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 Vendors.

9.7 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.

10.0 ESTABLISHMENT OF CREDIBILITY OF NON-ENLISTED/NON-ASSESSED VENDORS:

If a tenderer who responds to this Bid is presently not enlisted with RINL-VSP as an approved Vendor for 'HIGH SILICA SAND', and/or those tenderers for whom Vendor Assessment is not done by GeM for the product category - HIGH SILICA SAND, has to upload the following documents in the Offer/Bid in GeM:

i) Notarized Statutory manufacturing/service industry registration certificate, i.e., EM-Part II issued by DIC/NSIC registration certificate/Udyog Aadhar Memorandum 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 company

nies 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 Purchase Orders/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 product Category - HIGH SILICA SAND.

STARTUPS: In case of 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 vendor who is not presently enlisted with RINL/VSP as approved vendor and/or those tenderers for whom Vendor Assessment is not done by GeM for the product Category - HIGH SILICA SAND. The tender/Offer of non-enlisted/non-assessed vendor 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 unenlisted 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 is final.

11.0 **TRADERS/RESELLERS** who are offering supply of HIGH SILICA SAND from a Principal Manufacturer, shall furnish in original the Letter of Authority from the original manufacture, as per the pro-forma at Annexure-III of 'Additional Terms and Conditions (ATC) mentioned below, specifically authorizing the said supplier to make an offer in response to this Bid. This Letter of Authority should be submitted / uploaded along with Offer/Bid in GeM.

12.0 **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 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 / 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's default. This Clause is however subject to Force Majeure Clause.

13.0 **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 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.

14.0 **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.

15.0 **PAYMENT TERMS:**

Payment of 100% value of each consignment shall be made on 90th day (21st day for local micro and small enterprises and 45th day for non-local MSEs subject to submission of documents as stipulated vide clause No 7 above) from the date of receipt, after submission of despatch documents to ES&F Dept. viz., Invoice / Receipted Delivery Challan, Royalty Paid Way Bills (in case this document is not submitted an amount at actuals per Ton shall be deducted from the Seller's bill), Sampling & Analysis Report issued by Public Analyst at load point and Lorry Receipt; and issue of Consignee Receipt-cum-Acceptance Certificate (CRAC)/Goods Acceptance Rejection Note (GARN) and on-line submission of bills.

16.0 **SUPPLY OF MATERIAL:**

The successful Bidders should supply the material through Trucks in all working days of General Shift timings only. Supply of material on Sundays & Holidays should be avoided.

17.0 **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.

18.0 **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.

19.0 **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 / Purchase Order.

20.0 **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 Contract/ 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.

21.0 **TRANSFER AND SUB-LETTING:**

The SELLER shall not sublet, transfer, assign or otherwise part with the 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's account and at his risk and cost.

22.0 **WAIVER:**

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

23.0 **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".

24.0 **DOCUMENTS TO BE UPLOADED:** Bidder/Seller during bid participation in GeM:

- i) Integrity Pact in prescribed format duly signed on all pages along with witness signatures- VITAL.
- ii) In place of EMD/Bid Bond, the bidders are required to submit/upload "Bid Security Declaration" in the Offer with an undertaking that if they withdraw or modify their bids within Offer validity (or) fails to submit Performance Guarantee Bond/Security as stipulated in the Bid, they will be suspended (kept under hold) by the Buyer for the time specified in the Bid ATC under Punitive actions - VITAL.
- iii) This Bid ATC duly signed and stamped by bidder on all pages, confirming acceptance-VITAL.
- iv) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- v) Credentials of the bidder/seller (who are not enlisted in RINL and not assessed by QCI/GeM for HIGH SILICA SAND) as mentioned above.
- vi) Authorization Certificate from original manufacturer, duly signed, to be submitted by Resellers/traders in prescribed format as mentioned above.
- vii) Certificate from Cost auditor or statutory auditor declaring the MII Local Content as per Order No.P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from DPII, Govt. of India.

25.0 **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. 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 fallouts 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/ address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that Offers have been made by Companies using same equipment/ facilities/ address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/ Contractors shall be banned for a period of 2 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 any tenderer backs out after opening of the techno commercial bids within the offer validity period, but prior to Reverse e-auction and opening of the sealed price bids, they shall be kept under hold, barring participation for the next one tender or three months, whichever is later.

If the L1 tenderer backs out after opening of the tenders in case of single bid cases (or) after the reverse e-auction/ opening of the sealed price bids in case of 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 tenderer(s) back out after award 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).

!6.0 **FORCE MAJEURE:**

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as eventualities) and provided notice of the happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.

Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged 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.

!7.0 **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 breach thereof 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.

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

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

ANNEXURE-I TO ADDITIONAL TERMS AND CONDITIONS

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred and should have been issued in 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 OUT STATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To

Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam-530031

Bank Guarantee No

Dt

LETTER OF GUARANTEE

1. WHEREAS M/s _____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. _____ Dated _____ (hereinafter called the said A/T) for the supply of _____ (_____) metric tons of HIGH SILICA SAND GRADE-B (hereinafter referred to as the MATERIALS) 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 a

gree 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 Lorry Receipt 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), not withstanding 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 (Address of local branch at Visakhapatnam).

“Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)”

FOR AND ON BEHALF OF

(name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY

& AUTHORISED SIGNATORY

Designation

(name of bank & branch)

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ANNEXURE - II TO ADDITIONAL TERMS AND CONDITIONS

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Tender No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No

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

Signature

ANNEXURE - III TO ADDITIONAL TERMS AND CONDITIONS

LETTER OF AUTHORITY FROM THE ORIGINAL MANUFACTURER OF HIGH SILICA SAND

To

THE EXECUTIVE DIRECTOR (MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031 (A.P).

Dear Sir,

Sub: Your GeM Bid No.

We, a principal Mine Owner of HIGH SILICA SAND GRADE-B of (place).....do hereby authorize M/s.....(Name and address of Seller) to make an offer in response to this Bid.

We, a principal Mine Owner of HIGH SILICA SAND GRADE-B do hereby convey our consent to supply HIGH SILICA SAND GRADE-B to the tendered specification through M/s.....(Name and address of Supplier) as per the terms and conditions of the Bid.

No Company/Firm or individual other than M/s.....is authorized to represent us in regard to this business against this specific Bid.

In the event, the offer made by M/s.....being considered by RINL for acceptance both M/sand ourselves shall be jointly and severally responsible for the due and timely performance of the Contract / Acceptance to Tender.

We hereby extend our full guarantee and warranty for the goods offered for supply against this GeM Bid by the above firm.

Yours faithfully

(NAME)

for & on behalf of M/s.....

(Signature and Name of HIGH SILICA SAND original Manufacturer with seal)

Note: This letter of authority should be on the Letter-Head of the HIGH SILICA SAND original Manufacturer and should be signed by a person competent and having the power of attorney to bind the HIGH SILICA SAND GRADE B original Manufacturer.

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.