



GENERAL TERMS AND CONDITIONS

1. Tenders, i.e., offers should be submitted in the supplier's letterhead and all pages should be duly signed and sealed by this authorized representative
2. Tender should be free from corrections and erasures. Corrections, if any, must be attested. All amounts should be indicated both in words as well as in figures. In case of any discrepancy, amounts quoted in words shall prevail.
3. Prices tendered should be on F.O.R. NINL, Duburi, Stores basis inclusive of packing, forwarding, freight and insurance charges in line with the legislation, if any, in vogue.
4. Indicate the rate of Excise Duty, Service Tax, and Sales Tax, if payable extra. Otherwise no claim towards these shall be entertained later. Neelachal Ispat Nigam Limited (NINL) shall not bear any other taxes / duties / levies. Our VAT No. Area Code: _____ CST No. _____ ECC No. _____ The tenderer shall furnish the details of TIN No., ECC. Code, Central / State Sales Tax Registration No.s
5. Your tender must be valid for 60 days from the date of tender opening.
- 6.0 Tenders should furnish the following information along with tender.
- 6.1 Whether the items offered conform to the description / specifications / particulars mentioned in this enquiry. If not, details of deviations should be clearly mentioned.
- 6.2 Manufacturers name, brand name, trademark, IS specification No., whether ISI stamped etc., should be specified giving the model number and weight of each item.
- 7.0 **SAMPLES:** Samples, if required, should be submitted free of cost in person or by pre-paid post so as to reach the Purchase dept on or before the due date indicating tenderer's name & address and purchaser's enquiry reference No and Date. If samples are returnable, please make necessary arrangements to claim them from the purchaser within 30 days of tender opening.
- 8.0 **PRICES:**
- 8.1 Please indicate whether the quoted items are available under DGS & D rate contract at the same rate on our terms and conditions.
- 8.2 If the items are not under DGS & D rate contract please specifically state whether the rates quoted are the lowest applicable to DGS & D Government Departments and undertakings.
- 9.0 **FIRM PRICE:** No revision in price shall be entertained after the tender opening. Supplies should be effected at the quoted rates, if ordered, within the validity period.
- 10.0 **DELIVERY:** The delivery required for the items listed is as indicated in the enquiry. Please specify in your tender the earliest and firm delivery period possible for these items from the date of our Order.
- 11.0 **PAYMENTS:**
- 11.1 100% payment shall be made within 30 days of receipt of materials at site subject to acceptance thereof.
- 11.2 The tenderer shall indicate the Name and Style of Bank Account, Name of the SBI Branch, Branch code., Type of Account (CA/SB/CC) & e-mail ID for effecting the e-payment against supplies.
- 12.0 **GUARANTEE:** All items should be guaranteed for satisfactory performance for a period of 12 months from the date of receipt and acceptance. All replacements should be done at site free of the cost and the replaced units should be guaranteed as above.
- 13.0 **LIQUIDATED DAMAGES:** Time is the essence of the contract. For deliveries beyond the date of agreed, liquidated damages, not by way of penalty, shall be levied at the date of 0.5% of the contract value (excluding taxes and duties) of the goods delayed for every delayed week or part thereof subject to a maximum of 5%.
- 14.0 **RISK PURCHASE:** The purchaser has the option to terminate the contract and purchase from other sources at the risk and cost of the seller if the terms & conditions of our order are not complied with.
- 15.0 **COUNTER TERMS AND CONDITIONS:** When counter terms and conditions of business have been offered by tenderers, NINL shall not be governed by such terms and conditions unless specific written acceptance thereof has been given by NINL.
- 16.0 **RIGHT TO REJECT TENDER:**
- 16.1 NINL does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or part of the tender or portion of the quantity tendered and you shall supply the same at the rate quoted.
- 17.0 **PART ORDER.**
- 17.1 Order on one or more than one party shall be placed on the basis of L1 tender and if required negotiations will be held with L1 tenderer only. However all the tenderers may be required to explain / justify the basis of their quoted price as and when asked for. In case any tenderer fails to justify his quoted price or refuses to co-operate in this regard, tender committee may take a decision not to consider for next tender.
- 18.0 **OPENING OF TENDERS:** Tenderer's authorized representative can be present for opening of the tenders at the time and date specified. He should carry an authorization letter.
- 19.0 The tenderers in their offer shall declare whether the proprietor or any partner or any partner of the firm or director or their company, as the case may, has any relation with any employee working in Neelachal Ispat Nigam Limited, and if so, furnish the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act 1956 with any of the Directors of Neelachal Ispat Nigam Limited, if so furnish.
- 20.0 **MODE OF TENDERING:**
- 21.0 In case of two part bid, one envelop should contain the Techno-Commercial offer excluding the price part clearly superscribing "Techno-Commercial Bid excluding Price Part" on the envelop, and a separate envelop should contain the "Price Bid" superscribing the envelop. Both the envelop to be kept in a single envelop superscribing "Two Part Bid" and NIT Reference No. and Tender Due date.
- 22.0 In case of three part bid, an envelop should contain detail specification offered by you clearly superscribing the "Technical Bid excluding Commercial and Price Part" and a separate envelop should contain detail commercial points offered by you clearly superscribing "Commercial Bid". Another envelope should contain only price bid clearly superscribing "Price bid" on the envelope. All the three envelops to be kept in a single envelope superscribing the envelope "Three Part Bid", NIT Reference No. & Tender Due Date.



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SPECIAL TERMS AND CONDITIONS
FACTORS TO BE CONSIDERED FOR THE PURPOSE OF EVALUATION OF TENDERS

- 1 Base Price
- 2 Price Variation Factor
- 3 Discount
- 4 Packing Charges
- 5 Forwarding Charges
- 6 Excise Duty
- 7 Excise Credit (CENVAT)
- 8 Taxes
- 9 Third Party Inspection Charges
- 10 Freight
- 11 Insurance
- 12 Payment Cost
- 13 Pattern / Development Costs etc.

EXPLANATORY NOTES:

1 BASE PRICE:

The Base Price is the itemwise quoted price with reference to a common unit of measurement.

2 PRICE VARIATION FACTOR

2.1 Offers with firm price shall be preferred.

2.2 Offers with Price Variation Clause (Pre- determined or otherwise) shall give a maximum ceiling, which shall be added to the base price for evaluation. Offers without a ceiling shall be loaded with a notional ceiling of 10% (6% for material and 4% for labour). Wherever feasible, for high value items, notional ceiling of 10% can be replaced by a ceiling based on RBI price index for the relevant category.

2.3.1 In all cases with PVC. Base date, effective dates, norms of consumption formula, basis of cost elements and price variation ceiling as considered in evaluation shall be specified clearly in the Purchase Order.

3 DISCOUNT

Discount wherever offered shall be incorporated at an appropriate stage of the Comparative Statement depending upon the nature of discount, eg: some discounts may be on the base price while others may be quantity discount or on lump sum basis.

4 PACKING CHARGES:

Packing charges shall be taken onto account as quoted wherever applicable. However, since Excise Duty is payable on packing charges for which CENVAT benefit is available, it will be preferable to have a fresh price inclusive of packing charges.

5 FORWARDING

Forwarding charges should be obtained separately instead of a single charge for packing and forwarding since Excise Duty is not payable on forwarding charges. Forwarding Charges shall be accounted of as quoted.

6 EXCISE DUTY:

6.1 Excise Duty shall be taken into account as applicable as per relevant tariff number.

6.2 in case where CENVAT benefits are to be avoided, Tenderers shall be asked to indicate Excise Duty separately clearly indicating the Tariff Headings and Duty Rates.

6.3 For SSI Units, slab rates may be applicable. In such cases the Tenderers shall be advised to clearly spell out the Quantities they will supply at each slab rate.

6.4 Where the Tenderers do not indicate specific percentage of Excise Duty applicable, the full applicable rate shall be taken as basis for loading of Excise Duty.

7 EXCISE CREDIT

In those cases where CENVAT credit is applicable such credits shall be considered for the purpose of arriving at net cost payable. The same conditions will hold good for cases where deemed Credit of Excise is available.

8 TAXES

8.1 Sales Tax shall be taken into account at actuals as applicable. Wherever concessional Sale Tax is applicable the loading shall be on Concessional Rate only. The parties should be asked to indicate the applicable rate.

8.2 All other taxes, duties and levies as prevailing shall be loaded for the purpose of comparison.

9 THIRD PARTY INSPECTIONS / TESTING CHARGES

If the offer includes Inspection Charges, such charges shall be considered as per the terms of the offer while preparing the Comparative Statement.

10 FREIGHT

10.1 Freight shall be considered at actuals wherever available

10.2 If actual freight amount is not available, freight tables of reputed transporters shall be utilized for considering the freight rates.

11 INSURANCE

Insurance charges wherever applicable shall be taken into account at prevailing rates.

12 PAYMENT COSTS

12.1 The NINL standard payment term is 100% against GRN within 30 days from the date of receipt of the material. This payment term or the term given in the ENQUIRY shall be the basis for evaluating the offers.

12.2 The calculation of loading / reduction factor for other payment terms offered by the Tenderers shall be with reference to the above Base payment Term and the NINL borrowing rate of interest.

12.3 For payments claimed prior to the likely dates (as compared to the term indicated in the Enquiry), the interest shall be worked out on the NINL borrowing Rate from SBI plus 4% and for payments claimed later (as compared to Enquiry), the interest rate for the purpose of bonus shall be the borrowing Rate.

13 PATTERN / DEVELOPMENT COSTS ETC.

In cases where pattern / Drawing / Development costs are quoted and these costs are not identifiable to a specific item. Such costs shall be loaded on pro-rate basis to arrive at Landed Cost.