**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**

Tender document downloaded from www.vizagsteel.com by

Messers: _____

_____

_____

_____

(Signature and seal of the Tenderer)

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The Bid Money / Bid Bond is remitted with the Tender by

BG/DD/PO/BC No._____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the Tenderer)

## Global Tender for procurement of `IRON ORE FINES' AND `IRON ORE LUMPS'

## Broad Description of Tender Documents


| S.No | Description | Page Nos. |
|---|---|---|
| **Volume-I**: | | |
| 1 | Global Tender Notice | 3 |
| 2 | Invitation to Global Tender **(PART-I)** | 4 - 9 |
| 3 | Technical Specifications of `Iron Ore Fines' & `Iron Ore Lumps' **(PART-II)** | 10 |
| 4 | Proforma of Bank Guarantee for Bid Bond / EMD **(PART-III)** | 11 - 13 |
| 5 | Instructions to Tenderers **(PART-IV)** | 14 - 27 |
| 6 | Proforma for Letter of Acceptance of Terms and Conditions Tender **(PART-V)** & Statement of Deviations | 28 - 29 |
| 7 | Proforma for Checklist **(PART-VI)** | 30 - 31 |
| 8 | Draft Acceptnce to Tender / Agreement for the supply of `Iron Ore Fines' and `Iron Ore Lumps' **(PART-VII)** | 32 - 45 |
| 9 | Terms & Conditions for delivery of the materials on the basis of FOB (Trimmed) Named Port(s) of Loading (**Annexure-II A** to Draft Acceptance to Tender / Agreement ) | 46 - 50 |
| 10 | Terms & Conditions for delivery of the material on the basis of CFR (Free out), Visakhapatnam (**Annexure-II B** to Draft Acceptance to Tender / Agreement) | 51 - 57 |
| 11 | Proforma for Performance Guarantee Bond (**Annexure-III** to Draft Acceptance to Tender / Agreement) | 58 - 60 |
| 12 | Proforma for Declaration of Income Tax (**Annexure-IV** to Draft Acceptance to Tender / Agreement) | 61- 63 |
| 13 | Proforma for Letter of Assurance (or) Authority from Iron Ore Producer / Mine Owner **(PART-VIII)** | 64 - 65 |
| 14 | Proforma for Declaration regarding Indian Agent **(PART- IX)** | 66 - 67 |
| 15 | Proforma for Shipping / Loadport Details **(PART-X)** | 68 |
| 16 | Integrity Pact **(PART-XI)** | 69 - 74 |
| 17 | Guidelines for Indian Agent of Foreign Suppliers / Contract Agencies. | 75 - 76 |
| **Volume – II** | | |
| 1 | Price Schedules | 78 – 80 |

VISAKHAPATNAM STEEL PLANT
(Government of India Enterprise)

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
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**GLOBAL TENDER NOTICE FOR PROCUREMENT OF `IRON ORE FINES' AND `IRON ORE LUMPS'**

**GLOBAL TENDER NO. PUR.4.17.0015/0062 DT. 11.09.2014**

**1**. Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites sealed bids for procurement of

**(1) IRON ORE FINES Qty. 100,000 MT**
**(2) IRON ORE LUMPS Qty. 100,000 MT**

as per the specifications given in the Tender Document at **PART –II (VITAL)** The delivery shall be made as per the schedule indicated in the Tender Document.

**2.** Tenderers who are interested to participate in the Tender can download the Tender Document from the website www.vizagsteel.com and submit their offer **before 10.30 hrs (IST) on 15.10.2014** as per the instructions given in the Tender Document. In case of difficulty in downloading of Tender Document, the Tender Document shall be sent by Post free of cost on written request from the Tenderer.

**The Tenderers should refer to RINL's website regularly for any corrigendum.**

**EXECUTIVE DIRECTOR(MM)**

**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**
**VISAKHAPATNAM - 530 031, INDIA**

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## PART – I OF TENDER DOCUMENTS

## GLOBAL TENDER NOTICE FOR PROCUREMENT OF `IRON ORE FINES' and `IRON ORE LUMPS'

## INVITATION TO TENDER (ITT) NO. PUR 4.17.0015/0062 DT. 11.09.2014

1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) invites Sealed Bids in TWO parts (**PART-A:** Techno-Commercial Bid & **PART-B:** Price Bid in separate envelopes), for procurement of `Iron Ore fines' & `Iron Ore Lumps' hereinafter referred to as MATERIAL, conforming to Technical specifications at **PART - II** of Tender Documents.

2.0 **QUANTITY**: RINL / VSP intends to purchase

| | |
|---|---|
| **(1) IRON ORE FINES** | **Qty. 100,000 Metric Tonnes** |
| **(2) IRON ORE LUMPS** | **Qty. 100,000 Metric Tonnes** |

conforming to Technical specifications at **PART - II** of the Tender Documents.

2.1 RINL / VSP intends to procure the full quantity of `Iron Ore fines' and `Iron Ore Lumps' against this Tender, **from a single source against each specification.**

2.2 In case, the quantity offered against each specification of `Iron Ore fines' and `Iron Ore Lumps' is less than 50,000 MT from an `imported source ' & `Indigenous source by Sea' and 12 rakes (1 rake = approx. 4,000 MT) from an `Indigenous source by Rail' then, the offers shall not be considered for further evaluation by RINL / VSP **(VITAL)**.

**3.0** **DELIVERY**: The delivery shall be at the rate of one shipment of Parcel size : 50,000 MT +/- 5% per month in case of supplies from `Imported sources' & `Indigenous source by Sea' and 12 rakes in one lot per month in case of supplies from `Indigenous sources by Rail' . The delivery shall be made as per the schedule required by RINL / VSP commencing within 30 days or earlier from the date of Acceptnce to Tender / Agreement. However, . RINL / VSP reserves the right to postpone the deliveries by a period of upto 3 months beyond the contracted delivery period, without any additional financial implication to the RINL / VSP.

**4.0** **TENDERERS ELIGIBLE TO QUOTE IN RESPONSE TO THIS INVITATION TO TENDER :**

The Tenders received from the following categories of Tenderers, will be considered by RINL / VSP.

Established Iron Ore Mining Agencies / Producer(s) owning, managing and controlling Iron Ore Mines and producing Iron Ore Fines and Iron Ore Lumps

(OR)

Established Iron Ore Fines / Iron Ore Lumps Suppliers offering Iron Ore Fines / Iron Ore Lumps duly backed by a Letter of Authority (in original) of the concerned Iron Ore Mining Agency , specifically authorizing the said Iron Ore Fines / Iron Ore Lumps Supplier to make an offer in response to this Invitation to Tender.

**5.0** The Tenderers should quote their prices for the following two options:

(i) With Supplier's Credit of 180 days.
(ii) Without Supplier's Credit

Offers with Supplier's credit, will be considered by RINL / VSP at its option at the time of placement / execution of the order. **However, for inter-se comparison and ranking between the Tenders, the price offered without Supplier's credit shall be considered.**

## 6.0 SPECIFICATIONS:

6.1 RINL / VSP desires to procure `Iron Ore Fines' and `Iron Ore Lumps' as per the Technical Specifications mentioned in **PART – II** of the Tender Documents **(VITAL)** .

6.2 In case any of the parameters of `Iron Ore Fines' and `Iron Ore Lumps' **except `Fe**' offered by a Tenderer falls beyond the Absolute Limits stipulated in **Annexure-I** of Tender Documents, those offers shall not be considered by RINL / VSP. **The values offered for `Fe' shall be acceptable with Rebate / Diminution Structure as specified at Clause 6.0 of the Draft Terms & Conditions of the Acceptance to the Tender / Agreement (PART – VII)**

6.3 Specifications offered in a manner superior to those desired by RINL / VSP will not receive any extra credit / weightage.

6.4 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Tenderer and included in the Acceptance to Tender / Agreement

## 7.0 Condition in case of `Iron Ore Fines' and `Iron Ore Lumps' from new source i.e, from the Mines not supplied earlier to RINL / VSP:

7.1 For the Iron Ore Fines' and `Iron Ore Lumps' from a new source to be supplied to RINL / VSP, the first shipment shall be treated as a **TRIAL SUPPLY** to ensure that it meets the stipulated specifications and is found suitable for use by RINL / VSP. The clearance for despatch of further shipment(s), if any, will be accorded based on the satisfactory usage of the materials supplied in the earlier shipment(s). The SUPPLIER shall deliver the balance of the Order quantity only after clearance from RINL / VSP after the Trial supply meets the stipulated specification and is found suitable by the RINL / VSP.

7.2 In the event of Trial Supply / subsequent supplies not meeting the stipulated specifications and / or not being found suitable by RINL / VSP , RINL / VSP shall have the right to terminate the Acceptnce to Tender / Agreement , without any liability, whatsoever. The decision of RINL /

VSP shall be final, whether the Trial supply / subsequent supplies is suitable, or not, even if it meets the stipulated specification.

## 8.0 BID MONEY / BID BOND:

8.1 Offers, accompanied with Bid money **(VITAL)** either in US Dollars (or) Euro (or) in Indian Rupees (INR) by means of either a Demand Draft or cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (or) a Bid Bond in the form of Bank Guarantee (BG) as per the proforma placed at **PART - III** is established in favour of RINL against each offered item as per the details given below.

| S.No. | Description of the Item | Tender Qty. (MT) | **EMD Value** | | |
|---|---|---|---|---|---|
| | | | (Rs.) | (USD) | (Euro) |
| (1) | Iron Ore Fines | 100,000 | 37,50,000.00 | 62,180.00 | 48,295.00 |
| (2) | Iron Ore Lumps | 100,000 | 37,50,000.00 | 62,180.00 | 48,295.00 |

**In case of offer for both the Tendered items ,** the value of Bid Money / EMD shall be for **Rs.75,00,000.00** (Indian Rupees Seventy Five Lakhs only) or **US 124,360.00** (US Dollars One Hundred Twenty Four Thousand and Three Hundred Sixty only) or **Euro 96,590.00** ( EURO Ninety Six Thousand and Five Hundred Ninety only )**.**

No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the Tender. The check list format is enclosed at **PART - III A**. The Bid Bond shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank in Visakhapatnam and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds, DD and Cheques issued by Co-operative banks are not accepted**. The Bid Bond should be valid for 120 (One hundred and Twenty) days from the last date fixed for receipt of Tenders.** The BG should be signed on all pages by the concerned Officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. **The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D).** In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

8.2 This Bid Money will not earn any interest.

8.3 The Tenderers may please note that the Bid Bond / Bid Money should be submitted either before opening (or) along with the **PART-A:** Techno-Commercial Bid (**VITAL**). Tenderers may please note that the offers received without requisite Bid Bond / Bid Money shall be rejected summarily without asking any clarifications . The following categories of Tenderers are exempted from submission of EMD / Bid Bond :

a) Central / State Government Public Sector Undertakings of India.
b) SSI Units / Micro and Small Scale Enterprises (MSEs) registered with NSIC / District Industries Centre of the state Government concerned for the item(s)/ item category of Tendered item(s) for which the Tenderer is registered with the respective authority.

c) Units registered with RINL for the Tendered item(s)
d) Long Term Suppliers of Iron Ore Fines / Iron Ore Lumps to RINL / VSP.

SSIs / MSEs and Units registered with RINL for the Tendered item(s) need to submit notarized copies of the relevant , valid registration certificates for claiming exemption of EMD. However, they are required to establish the Performance Guarantee Bond as per **Clause 10.0 of PART – VII** of Tender documents.

8.4 The Bid Bond is required to protect RINL / VSP against the risk of Tenderer's conduct which would warrant the security's forfeiture pursuant to **Para 8.8 below**.

8.5 A Bid which is not accompanied by Bid Bond of requisite value shall be rejected by RINL / VSP as non-responsive pursuant to **Clause 6.0 of PART - IV**

8.6 An unsuccessful Tenderer's Bid Bond will lapse automatically after its validity date or, alternatively, be returned to the Tenderer if so required by it.

8.7 The successful Tenderer's Bid Bond will be discharged or returned upon the Tenderer executing the Contract and furnishing the Performance Guarantee Bond, pursuant to **Clause 10.0 of PART -VII** of Tender documents.

8.8 The Bid Bond shall be forfeited:

a) if a Tenderer withdraws or modifies its Bid during the period of Bid validity specified by the Tenderer;
b) in case of mis-representation / forgery noticed at any stage in the information / documents furnished by the Tenderer with the bid
c) in the case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with **Clause 10.0 of PART - VII** of Tender documents.

## 9.0 QUOTING OF PRICES :

9.1 **In case of Imported Supplies**, the price offered should be quoted either in US Dollars (or) in EURO in the Price Schedules given at Volume – II of the Tender Documents on per Metric Tonne (of one thousand kilograms each) basis. **In case of Indigenous Supplies,** the price should be quoted in only Indian Rupees per MT.

9.2 **For Imported Supplies:**

9.2.1 The price of the MATERIAL offered should be quoted on the basis of FOB (Trimmed) and CFR (FO) together with name(s) of port(s) of loading for the supply of **100,000 MT of `Iron Ore fines ' and 100,000 MT of `Iron Ore Lumps'** conforming to Technical specifications at **PART - II** of the Tender Documents. The freight shall also be quoted along with the FOB price (including the 3 months extension if availed by the RINL / VSP) **(VITAL)**.

9.2.2 The shipments shall normally be arranged on F O B basis. In the event of dispensation from the Transchart, Ministry of Surface Transport, Govt. of India, the shipments will be taken on CFR basis (including 3 months extension if availed by RINL / VSP). The shipments either on FOB(T) basis or CFR(FO) basis or part FOB(T) and part CFR(FO) basis shall be decided by RINL / VSP, at his sole discretion. **Tenderers must therefore quote both FOB(T) and CFR(FO) prices in**

**the formats provided in Vol. II of this Tender Document, as per instructions contained herein.**

9.2.3 The Tenderer should necessarily indicate the freight rate applicable for shipping the material in lots / shipments **till completion of the Order Quantity** and no change in freight quoted, whatsoever, shall be allowed. RINL / VSP reserves the right to exercise the option of FOB / CFR while giving clearance for each lot / shipment**.**

9.2.4 **The price quoted by the Tenderer should be firm and fixed for the entire quantity offered** (**VITAL**).

**9.3 <u>For Indigeneous Supplies:</u>**

9.3.1 The price should be quoted for F O R Loading station and F O R VSP siding, Visakhapatnam **(VITAL)** and should be inclusive of all taxes, duties and levies applicable on the due date for submission of Tender. However, any change in statutory taxes and duties during the original contractual delivery period shall be reimbursed at actuals. For this purpose, the rate of taxes, duties, levies and freight considered should be indicated separately. Any change in taxes and duties beyond the original contractual delivery period shall be borne by the successful Tenderer. Entry Tax as applicable on the Sale Price (Basic Price + Excise Duty + Freight + any other charges paid by the PURCHASER to the SUPPLIER excluding CST) as per G.O. of AP Government for procurement of material on CST basis shall be taken into account while evaluating the offer. In case of supplies from Andhra Pradesh State, the Tenderer should be registered under VAT and shall submit VAT Invoice to enable RINL / VSP to avail the Input Credit. **<u>Evaluation of such offers shall be done considering this credit that would be available to RINL / VSP.</u>**

9.4 The prices quoted by the Tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail. In case of any discrepancy in the Price quoted and the break-up indicated, the Price quoted shall prevail and the break-up shall be back calculated from the quoted Price.

9.5 Any revised bids received after the Tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

**10.0** Tenders will be accepted upto **10.30 Hours (IST) on 15.10.2014 (VITAL)**. Techno-Commercial part of the Tender (PART-A) will be opened immediately thereafter in the presence of the Tenderers (or) their authorised representatives, who may choose to be present. The date of opening of Sealed Price bids **(PART-B)** of the Tenderers who have been found Techno-Commercially acceptable shall be informed later so as to enable them (or) their authorised representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.

**11.0** Notwithstanding anything specified in these Tender Documents, RINL / VSP, in his sole discretion, unconditionally and without having to assign any reason, reserves to himself, the rights

a) to accept or reject the lowest Tender or any other Tender or all the Tenders.

b) to accept any Tender in full or in part.

c) to reject the offers not confirming to the Tender terms.

d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy / Guidelines.

e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) subject to submission of Documents as per prevailing guidelines of RINL.

**PART – II OF TENDER DOCUMENTS**
**(GLOBAL TENDER NO. PUR.4.17.0015/0062 1 DT. 11.09.2014)**

**TECHNICAL SPECIFICATIONS OF `IRON ORE FINES':**

| S.No. | Technical Parameters | Units (Limits) | Specifications required by RINL | | Specificns. offered by Tenderer | Testing Standard followed |
|---|---|---|---|---|---|---|
| | | | Desired | Absolute | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| **Chemical Composition :** | | | | | | |
| 1) | Fe | %Min | 64.0 | 62.0 | | |
| 2) | Alumina | % Max | 3.0 | 3.0 | | |
| 3) | Silica | % Max | 3.0 | 3.0 | | |
| 4) | Al2O3+ SiO2 | % Max | 6.0 | 6.0 | | |
| 5) | Phosphorus | % Max | 0.075 | 0.075 | | |
| 6) | Sulphur | % Max | 0.04 | 0.04 | | |
| 7) | Moisture | % Max | 8.0 | 8.0 | | |
| **Physical Composition :** | | | | | | |
| 8) | Size | | -10 mm | -10 mm | | |
| 9) | Over size (+10 mm) | % Max. | 5.0 | 5.0 | | |
| 10) | Under Size (-100 Mesh) | % Max. | 15.0 | 15.0 | | |

**TECHNICAL SPECIFICATIONS OF `IRON ORE LUMPS' :**

| S.No. | Technical Parameters | Units (Limits) | Specifications required by RINL | | Specificns. offered by Tenderer | Testing Standard followed |
|---|---|---|---|---|---|---|
| | | | Desired | Absolute | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| **Chemical Composition :** | | | | | | |
| 1) | Fe | %Min | 65.0 | 63.0 | | |
| 2) | Alumina | % Max | 2.25 | 2.25 | | |
| 3) | Silica | % Max | 2.25 | 2.25 | | |
| 4) | Al2O3+ SiO2 | % Max | 4.0 | 4.0 | | |
| 5) | Phosphorus | % Max | 0.075 | 0.075 | | |
| 6) | Sulphur | % Max | 0.04 | 0.04 | | |
| 7) | Moisture | % Max | 3.5 | 3.5 | | |
| **Physical Composition :** | | | | | | |
| 8) | Size | | -150 mm +10 mm | -150 mm +10 mm | | |
| 9) | Over size (+150 mm) | % Max. | 2.5 | 2.5 | | |
| 10) | Under Size (-10 mm) | % Max. | 15.0 | 15.0 | | |

**Note :** No bonus / increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SUPPLIER **.**

## PART – III OF TENDER DOCUMENTS

## (GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 DT.11.09.2014 )

## PROFORMA OF BANK GUARANTEE (BG) FOR BID BOND

TO BE ESTABLISHED THROUGH ANY NATIONALIZED BANK / SCHEDULED COMMERCIAL BANK THROUGH THEIR BRANCH / ASSOCIATE BANK IN VISAKHAPATNAM AND PAYABLE AT VISAKHAPATNAM WHOSE ADDRESS IS ALSO TO BE SPECIFIED IN THE BG. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

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(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
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Administrative Building, Visakhapatnam 530 031
INDIA

Bank Guarantee No Dt

### *LETTER OF GUARANTEE*

WHEREAS Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No PUR. 4.17.0015/0062 Dt 11.09.2014 (hereinafter referred to as the said invitation to Tender for purchase of 100,000 MT of `Iron Ore fines ' and / or 100,000 MT of `Iron Ore Lumps'

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish **an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for an amount of US $ ……..(US Dollars …… ) / EURO ……. (EURO ……) / INR. ……. (Rupees…….) valid upto 120 (One hundred and Twenty) days** as guarantee that the Tenderer :

a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One Hundred and Twenty) days from the date of opening of Tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering **5 % (five percent) of the CFR(FO) / FOR VSP siding, Visakhapatnam value** of the quantity of `Iron Ore fines ' and `Iron Ore Lumps' at the price and on the terms accepted by RINL, within 15 (Fifteen) days from the date of the Letter of Intent/ Acceptnce to Tender / Agreement.

AND WHEREAS M/s..... ..... ..... (hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of `Iron Ore fines ' and Iron Ore Lumps' on the basis of FOB(Trimmed) named port(s) of loading / C&F (Free out) Visakhapatnam.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur US $ / EURO / INR ..... (US Dollars / EURO / INR .....). This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto (120 days from the due date of opening the Tenders) and also undertakes that this Guarantee can be invoked at the counters of our branch at Visakhapatnam address which shall cater to the claim lodged on us and shall be acceptable.

For and on behalf of

---
(Name of the Bank)

Signature
Name
( )

DULY CONSTITUTED
ATTORNEY AND
AUTHORISED
SIGNATORY

Designation :
Name and Address :
of the Bank

## PART – III A OF TENDER DOCUMENTS

## 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 singing 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:<br><br>"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 |
| 13 | Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam. | Yes / No |

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

**Signature of the Tenderer**

**Date: …….**

## PART - IV OF TENDER DOCUMENTS

## (GLOBAL TENDER NO. PUR.4.17.0015/0062 DT. 11.09.2014)

## INSTRUCTIONS TO TENDERERS

### 1.0 ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:

If a Tenderer who responds to this Tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "**CREDENTIALS" and the ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the Tender:

**For Overseas Tenderers** :

a) Notarised Copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency.
b) Self Attested copy of Audited financial statement for the last three years of the Bidder (or) Mine Owner (or) Manufacturer .
c) Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder (or) Mine Owner (or) Manufacturer (not Compulsory) .
d) Self Certified copies of Bill of Ladings / Commercial invoice / Payment Receipt against the supplies made and / or Notarised copies of Accepted Inspection Certificates / Acceptance Note of the materials etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contract

**For Indigenous Tenderers** :

(a) Notarised copy of Statutory Industry Registration Certificate (NSIC, DIC regn. etc)
(b) Notarised copy of Certificate of Incorporation from Registrar of Companies
(c) Notarised copies of Excise Duty, Sales Tax, Service Tax, Income Tax clearance certificates for the last 3 (three) years
(d) Self Certified copies of Audited Financial statements for the last three years of the Bidder (or) Mine Owner (or) Manufacturer
(e) Self Certified copies of other Credentials like ISO Certificate etc. from the Bidder / Mine Owner (or) Manufacturer (not compulsory)
(f) Notarised copies of Accepted Inspection Certificates / Acceptance Note of the materials and / or Self Certified copies of Commercial invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The Tender of un-listed vendor shall necessarily accompany the above documents. The Tender of such un-listed vendor shall be rejected, if RINL/VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished / to be furnished. Further, the Tenderer is required to submit the duly filled in check list for credentials along with the Tender. The check list format is enclosed at **PART -VI** of the Tender Documents**.** 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.

## 2.0 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS IN THE TECHNO-COMMERCIAL BID (PART-A) :

2.1 Tenderers who may be `Iron Ore Fines' and `Iron Ore Lumps' Producers owning Iron Ore Mines (or) `Iron Ore Fines' and `Iron Ore Lumps' Suppliers offering `Iron Ore Fines' and ` Iron Ore Lumps' produced by `Iron Ore Mining Agency shall furnish information covering the following aspects:

a) Country of origin of `Iron Ore Fines' and `Iron Ore Lumps'
b) A copy of a valid Mining lease license (English version), from the concerned authorities of the respective country, from where they propose to supply `Iron Ore Fines' and `Iron Ore Lumps'
c) Nature of mining operations clearly indicating whether the `Iron Ore Fines' and `Iron Ore Lumps' offered is from Underground / Opencast Mines.
d) The `Iron Ore Fines' and `Iron Ore Lumps' offered is from a single identifiable mine / seam.
e) Production capacity of `Iron Ore Fines' and `Iron Ore Lumps' and average annual production for the last three years.
f) Estimated reserves of `Iron Ore Fines' and `Iron Ore Lumps'.
g) Distance of the mines / washery to the nearest port of shipment and mode of transport to the port of shipment.
h) Brand names of the `Iron Ore Fines' and `Iron Ore Lumps' offered.

2.2 Tenderers who are Producers / Mine owner of `Iron Ore Fines' and ` Iron Ore Lumps' shall furnish in original the Letter of Assurance as per proforma at **PART – VIII (A)** of the Tender Documents. Tenderers who may be `Iron Ore Fines' and `Iron Ore Lumps' Suppliers shall furnish in original the Letter of Authority from the `Iron Ore Fines' and `Iron Ore Lumps' Producers / Mine Owners as per proforma at **PART – VIII (B)** of the Tender Documents, specifically authorizing the said `Iron Ore Fines' and `Iron Ore Lumps' Supplier to make an offer in response to this Invitation to Tender. The Letter of Assurance / Letter of Authority containing specific reference to the Tender number and date must be furnished along with the Techno-Commercial Bid (PART-A). **Such Tenderers shall, in addition, furnish all the data as called for in Clause 2.1 above**.

2.3 Tenderer is required to submit a certificate (not later than six months) from a reputed international Test House indicating the specific values of each of the parameters as mentioned in **PART-II** of the Tender Document individually (but not as range of values) and certifying that the MATERIAL as may be offered to be supplied to the RINL / VSP conforms to the Tender specification. The certificate should also indicate whether the `Iron Ore Fines' and ` Iron Ore Lumps' offered is from a single identifiable mine / seam.

2.4 Submission of Bid Bond / Bid Money as per **PART-III** of the Tender Document **(VITAL)**.

2.5 Submission of letter as a token of Acceptance of Terms and Conditions mentioned in the Tender, as per the proforma at **PART-V** of the Tender Document.

2.6 The Tenderer shall submit the details of sales made by them in the last two years along with the copy of Documents supporting the claim. The details shall include:

1. Number & Date of purchase order / Long Term Agreement

2. Customer's name and address
3. Grade of material and specification
4. Quantity of sale
5. Delivery required as per Purchase Order / Long term Agreement
6. Actual delivery made
7. Price

2.7 The Tenderer shall also submit the latest financial performance Documents in support of their sound financial status. The Documents shall necessarily include balance sheets, profit & Loss Accounts showing the present financial status.

2.8 The Tenderer shall also enclose an independent auditor's certificate certifying the quantity , applicable price and period of delivery for Iron Ore Fines / Iron Ore Lumps offered which is being supplied to other internationally known and established Steel Plants (with details).

2.9 Acceptance of parcel size of 50,000 MT +/-5% shipping tolerance **.**

2.0 Acceptance of the Technical Specifications given in **PART-II** of the Tender Document.

2.11 Acceptance of the rebate / diminution structure for **`Fe'** content under **Clause 6.0 of PART-VII** of the Tender Document .

2.12 Acceptance to purchaser exercising option for FOB (or) CFR shipment on nomination/ dispensation from TRANSCHART.

2.13 Acceptance to submit Performance Guarantee (PG) Bond as per **Annexure-III of PART-VII** of the Tender Document **(VITAL).**

2.14 In case more than one offer is received from a Tenderer directly and through his agents – only the lowest of the Techno-Commercially Acceptable offers received within the time and date fixed for submission of offers will be considered by RINL / VSP and the same will be binding on the Tenderer.

2.15 The Tenderer shall furnish confirmatory letter from the Principal indicating the Commission payable to the Indian Agent in line with **Clause 10.0** below (in the Techno-Commercial bid - **PART-A**).

2.16 The Tenderers are requested to fill up the check list enclosed at **PART-VI** of Tender Document and submit along with the Techno-Commercial part of the Bid – **PART-A.**

## 3.0 SUBMISSION OF OFFERS :

3.1 The price of the MATERIAL offered should be quoted on the basis of FOB (Trimmed) together with name(s) of port(s) of loading and CFR (FO), Visakhapatnam or Gangavaram port basis **in case of imported supplies** and F O R Loading station and F O R VSP siding, Visakhapatnam basis **in case of indigenous supplies**, for supply of 100,000 MT of `Iron Ore Fines' and 100,000 MT of `Iron Ore Lumps' as per offered specification. The freight shall also be quoted along with the FOB price. **upto both Visakhapatnam Port ('VPT') & Gangavaram Port ('GPL'), East Coast, India for the Tendered qty.**

**3.2 Imported Supplies:**

The Price schedule consisting of FOB price & Freight offer for `GPL' as disport **(A1)** and Freight offer for `VPT' **(A2)** shall be submitted in separate Sealed Envelopes clearly superscribing Price schedule **(A1) /** Freight offer for `VPT' **(A2**) respectively and both the covers shall be put in a separate sealed Envelope superscribing `Price Bid' **(PART – B)** for Iron Ore Fines' and `Iron Ore Lumps'

**3.3. Indigenous supplies by Sea:**

The Price schedule consisting of FOB price & Freight offer for `GPL' as disport **(B1)** and Freight offer for `VPT' **(B2)** shall be submitted in separate sealed envelopes clearly superscribing Price schedule **(B1) /** Freight offer for `VPT' **(B2)** respectively and both the covers shall be put in a separate sealed Envelope clearly clearly superscribing `Price Bid' **(PART – B)** for Iron Ore Fines' and `Iron Ore Lumps'

**Note:** 1) The freight offer for `VPT' of only the Technically & Commercially acceptable `L1' Tenderer shall be opened**.**

2) In case, the freight rate for only one among `VPT' and `GPL' is submitted by the Tenderers then, the same freight would be considered for the other port as well**.**

**3.4. Indigenous supplies by Rail:**

The Price schedule consisting of Basic Price, Royalty Duty, Other Taxes & Duties **(C)** shall be submitted in separate sealed envelopes clearly superscribing Price schedule **(C)** for Iron Ore Fines' and `Iron Ore Lumps'

**4.0 FIRM PRICE :**

**4.1 Prices quoted by the Tenderer shall be firm and fixed for the entire period of Tenderer's performance of the Acceptnce to Tender / Agreement and shall not be subject to any variation on any account (VITAL**).

4.2 **CURRENCY AND UNIT OF WEIGHT:** The price of MATERIAL offered should be quoted in US Dollars / EURO / INR on per Metric Ton basis.

**5.0 LANGUAGE OF BID :**

The offer and complete correspondence must be effected only in English language. The Bid prepared by the Tenderer and all correspondence and Documents relating to the bid exchanged by the Tenderer and the Purchaser, shall be written only in the English language. Any printed literature furnished by the Tenderer may be written only in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

The prices quoted by the Tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail. In case of any discrepancy in the Price quoted and the

break-up indicated, the quoted Price shall prevail and the break-up shall be back-calculated from the quoted Price.

## 6.0 PRELIMINARY EXAMINATION OF BIDS :

6.1 The PURCHASER will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

6.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

6.3 Prior to the detailed evaluation, pursuant to **Para 7.0 below**, the PURCHASER will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these paragraphs, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The PURCHASER's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. The PURCHASER's decision, whether the Bid is substantially responsive or not, will however be final.

6.4 A Bid determined as not substantially responsive may be rejected by the PURCHASER and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

6.5 The PURCHASER may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

## 7.0 TAXES AND DUTIES:

7.1 In case of Imported Supplies, the successful Tenderer shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside India.

7.1.1 As per the Income Tax rules in India, RINL / VSP shall report the details of any payment including any interest or salary of any other sum chargeable to tax, being made to a non-resident, not being a Company or to a Foreign Company. Hence, the Foreign Tenderers shall submit declaration as per the format at **Annexure – IV of PART-VII** of the Tender Document i.e., Draft Acceptnce to Tender / Agreement along with Techno-Commercial Bid **(PART- A)**

7.2 In case of indigenous supplies, the prices quoted should be inclusive of all taxes, duties and levies applicable on the due date for submission of Tender. For supplies on CST basis, C-Form shall be issued by RINL/VSP. Any increase / imposition of taxes and duties shall be reimbursed at actuals and any decrease / withdrawal of taxes and duties shall be deducted based on the Documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of Tender. In case the increase / imposition of taxes and duties is during the extended period of contract, reimbursement shall not be made unless specifically agreed at the time of extension. In case entry tax is applicable the same will be considered along with set off available to RINL, if any. In case of supplies from Andhra Pradesh State, the Tenderer should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit.

Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP (presently 2.02% out of an applicable VAT rate of 5%).

7.2.1 Tenderers must indicate Excise Assessable value w.r.t each of the quoted items in the Price bid (Vol II of Tender Document). In case Excise Assessable value is not mentioned in the price bid, basic unit price quoted for such item(s) shall be considered as Excise Assessable value and the offer shall be evaluated accordingly. If it comes to the notice of RINL / VSP at any point of time that Excise Assessable value of any item supplied by the successful tenderer against the Acceptance to Tender / Agreement placed against this Invitation to Tender (ITT) is less than the value indicated in the price bid, payment shall be released taking such lower Excise Assessable value into consideration and no claims whatsoever on this account shall be entertained.

## 8.0 EVALUATION OF THE OFFERS :

8.1 The Technically and Commercially Acceptable offers submitted will be evaluated on Landed Net of Cenvat Price on CFR basis in case of Imported Supplies & Indigenous supplies by Sea and F O R Loading station and F O R VSP siding, Visakhapatnam in case of Indigenous supplies by Rail, at the discretion of the RINL / VSP and the decision of the PURCHASER in this regard shall be final and binding.

8.2 RINL shall be conducting reverse e-auction prior to opening of the Sealed Price Bids of all the Technically & Commercially Acceptable (TA & CA) Tenderers. All the TA & CA Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at **Para 8.2.1** below. In case of reverse e-auction, the Tenderers would be required to quote prices **only on the basis of Landed Net of Cenvat Price (LNCP)**. Modalities of evaluation of Landed Net of Cenvat Price is given at **Para 8.2.4 below**

8.2.1 RINL will inform all the TA & CA Tenderers of the date and time of reverse e-auction for participation. All the Tenderers would have to generate user ID & Password by following the steps as given hereunder:

- Go to www.vizagsteel.com
- Click on auctions link.
- Click on MM Reverse e-auctions
- Click on "new user!!! Click to register" for generating user ID and fixing corresponding password.

8.2.2 Definition of key terms for reverse auction and RINL's reverse e-auction user manual is uploaded on RINL / VSP's web site: www.vizagsteel.com under auctions menu and MM reverse auctions sub menu. **TA & CA Tenderers would be authorized to quote their LNCP prices considering the freight rate for Gangavaram Port (GPL) as the basis on e-reverse auction engine on a fixed time and date.**

**The TA & CA Tenderers shall indicate their freight rates for `Visakhapatnam port (VPT)' in terms of Percentage (%) of freight rates offered for `Gangavaram port (GPL)' in the Reverse e-auction which is a pre-condition for participating in the Reverse e-auction.**

8.2.3 After the Reverse e-auction is conducted, the lowest bid Tenderer shall submit the break up of LNCP in the format of our Illustration immediately after completion of reverse e-auction. The Sealed Price bids of all the TA & CA Tenderers irrespective of their participation in the reverse e-

auction , shall be opened within two working days, so as to enable them (or) their authorised representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.

8.2.4Based on the prices so received through reverse e auction and the Sealed Price Bids in the physical mode of Tender, a composite comparative statement shall be made considering the lower of prices of the Sealed Price Bids and reverse e-auction of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 price (LNCP) so arrived. **A sample Calculation Sheet arriving at Landed Net of Cenvat Price (LNCP) is as given below.**

**For Imported Supplies:**

| S.No. | Details | | |
|---|---|---|---|
| | | | **GPL Discharge** |
| 1 | Quoted FOB Price - US$/MT | | **50.00** |
| 2 | Freight - US$/MT | | **10.00** |
| 3 | CFR Price - US$/MT (S No.1 + 2) | | **60.00** |
| 4 | CFR Price - Rs/MT (S.No.3 * Exchange Rate) | | **3,720.00** |
| 5 | Insurance - Rs 30.00 per Lakh (30 * S.No.4/100,000) | | 1.116 |
| 6 | Service Tax on Insurance over Prem. @ 12.36 (S.No.5*12.36%) | 12.36% | 0.1379 |
| 7 | CIF Price - Rs./MT (S No.4 + 5 + 6) | | 3,721.2539 |
| 8 | Assessable CIF ( with % landing Charges) - Rs./MT (S.No.7*1%) | 1.00% | 3,758.466 |
| 9 | Customs Duty @ 2.5% (S.No. 8 *2.5%) | 2.50% | 93.9616 |
| 10 | CVD @ 12% (S.No. 8 + 9 )*12% | 12.00% | 462.2913 |
| 12 | Addl. Duty @4% (S.Nos. 8+9+10*4% | 4.00% | 172.5888 |
| 13 | Total Duty (S No. 9 + 10 +11+12) | | 728.8417 |
| 14 | CIF Price incl. Duties & Cess (S No.7 + 13) | | 4,450.09555 |
| 15 | **Handling Charges – Rs./MT** | | **270** |
| 16 | **Service Tax @ 12.36%** | 12.36% | **33.37** |
| 17 | **Total Handling Charges – Rs./MT** ( S.No.15 + 16) | | **303.37** |
| 18 | **Tippling Charges** | | **5.00** |
| 19 | **Landed Cost - Rs./MT** (S.No. 14 +17 +18) | | **4,379.8335** |
| 20 | L/C charges (0.0375 % of CFR price converted to Rs.) | | 1.395 |
| 21 | **Final Landed Cost - Rs. /MT** (S No 19 + 20) | | 4,381.2285 |
| 22 | **Landed Net CENVAT Price – Rs./MT** (S No.21-6–12-16) | | **4,189.5986** |
| 23 | **Landed Net CENVAT Price – USD/MT** (S.No.22 / Exch. Rate) | | **67.57** |
| | Exchange rate considered for evaluation: 1 US $ = Rs. | | 62.00 |

**NOTE:**

1) Exchange rate of State Bank of India (SBI) bill selling rate prevailing one day before the scheduled date of Reverse e-auction shall be considered for evaluation of the offers of both Reverse e-auction and the Sealed Price Bids for making the composite comparative statement .

In case RINL opts for only Sealed Price Bids, Exchange rate of State Bank of India (SBI) bill selling rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation.

2) Any revision in Taxes & Duties which are statutory in nature, Handling charges, Tippling charges, etc., prevailing at the time of Reverse e-auction / opening of the Sealed Price Bids shall be considered for evaluation of the offers

**For Indigenous Supplies:**

| S.No. | Details | | |
|---|---|---|---|
| 1 | Basic Price (Rs. / MT) | 3,100.00 | 3,100.00 |
| 2 | Royalty (Rs. / MT) | 30.00 | 30.00 |
| 5 | Freight (Rs. / MT) | 100.00 | 100.00 |
| 6 | Sales Tax / VAT | 64.60<br>CST @ 2% | 161.50<br>VAT@ 5% |
| 7 | Loading on account of payment terms | 0.00 | 0.00 |
| 8 | Landed cost (Rs. / MT) | 3,294.60 | 3,391.50 |
| 9 | Loading towards L/C margin money (@ 5% of 10% of landed cost/qtr.) | 0.00 | 0.00 |
| 10 | Landed Cost with L/C margin money (Rs. / MT) | 3,294.60 | 3,391.50 |
| 11 | Loading towards Entry Tax | 0.00 | 0.00 |
| 12 | Landed cost with ET (Rs. / MT) | 3,294.60 | 3,391.50 |
| 13 | **Less**: Cenvat | | |
| | VAT Credit(@2.02% setoff) | 0.00 | 65.25 |
| | Set off on ET | 0.00 | 0.00 |
| 14 | Landed net of Cenvat/VAT/ET (Rs. / MT) | **3,294.60** | **3,326.25** |

**NOTE:** Any revision in Taxes & Duties which are statutory in nature, etc prevailing at the time of Reverse e-auction / opening of the Sealed Price Bids shall be considered for evaluation of the offers

8.3 In case, any of the Tenderers specify multiple price options for different ports etc, although no such requirement is specified in the Tender Document, RINL shall consider the lowest priced option for the purpose of inter-se comparison and ranking between the Tenders (unless specifically mentioned in the Tender Document). RINL also reserves the right to avail the lowest priced options available for placement of order

8.4 RINL / VSP , after opening the Techno-Commercial bids / bid Document, may seek in writing Documents / clarifications (except in case of EMD) which are necessary for evaluation of the Tender / bid Document from the Tenderers / bidders or issuing authority for confirmation of eligibility / pre-qualifications stipulated in the Global Tender.

8.5 Offers received in single Bid ( which otherwise contains all necessary details for evaluation of the Tender as per the ITT / Global Tender Terms) and offers which contain details of the prices in the Techno-Commercial bid but, also accompanied with Sealed Price Bid shall be considered for evaluation subject to the condition that there is no vitiation to the Tendering process i.e., neither

the Tenderer revise their prices nor submit revised Price Bids after opening of the Techno-Commercial bids, unless otherwise sought by RINL / VSP.

In case of offers which contain details of the prices in the Techno-Commercial bid accompanied with Sealed Price Bid, Sealed Price Bid offer shall only be considered for evaluation.

**8.6 The freight offer for GANGAVARAM PORT on Landed Net of Cenvat Price (LNCP) basis will be considered for evaluation purposes <u>in case of Imported Supplies & Indigenous supplies by Sea</u>. However, RINL reserves the right to handle the vessel either at Visakhapatnam Port Trust (VPT) or at Gangavaram Port (GPL).**

8.7 Tenderers are specifically requested to note the desired specification stipulated in Column (4) of **PART – II** of Tender Document in respect of **`Fe'** content. The offers outside the desired limits of **`Fe'** but within the absolute limits would be financially evaluated as per Rebate and Diminution Clause.

## 9.0 <u>INDICATION OF BASIC SHIPPING TERMS AND CONDITIONS:</u>

9.1 The detailed shipping terms are enclosed as the **Annexures – II A & II B** to the Draft Acceptance to Tender / Agreement **(PART - VII)** to this Tender Document.

9.2 Parcel size for both trial and regular supply shall be 50,000 MT +/- 5% shipping tolerance.

9.3 Tenderers should submit the details of the Shipping / Load port along with Techno-Commercial Bid **(PART-A)** in the Format provided at **PART – X** of Tender Documents

## 10.0 <u>INDIAN AGENT COMMISSION, IN CASE OF IMPORT OFFERS</u> :

10.1 RINL / VSP would not like the foreign Tenderers to appoint any Indian agents. In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.

10.1.1 The Name and Address of the Indian agent. In case the Agent / Representative is a Foreign Company, it shall be confirmed whether it is a real substantial company and details of the same shall be furnished.

10.1.2 Details of services rendered by the Agent; extent of authorisation and authority given to commit the Tenderer; the amount of commission / remuneration included in the quoted price(s) for such Indian agent, shall be furnished in the Price Bid **(PART-B).**

10.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his Indian agent, shall be paid by RINL / VSP in India in Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reuters on the previous working day of B/L Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification / law of the land. In addition, any other relevant detail as may be asked for by RINL / VSP subsequently shall also be furnished by the Tenderer.

10.1.4 There shall be compulsory registration of Indian agents with RINL / VSP. Information shall be sent to the Indian agents after they are registered.

10.1.5 The Indian agents commission, if any, should be included in the quoted prices and indicated separately in the Price Bid **(PART-B).**

10.1.6 Failure to furnish correct and detailed information as called for in **Clause No.10.1 herein above and in the proforma at PART - IX** of this Instructions to Tenderers, will render Tenderer's bid liable for rejection or in the event of an agreement materialising, the same is liable for termination by RINL / VSP. Besides this, there would be a penalty of banning business dealings with RINL / VSP or damage or payment of a named sum.

10.1.7 In the event of an Agreement materialising, the terms of payment will provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which will, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Loadport (for FOB shipments)and Disport (for CFR shipments).

10.1.8 The Indian Agent shall represent only one Tenderer in the Tender. In case, it is found that the Indian Agent is representing more than one Tenderer then all the offers represented by this Indian Agent will be rejected.

## 11.0 LOADING ON ACCOUNT OF DEVIATION:

In case an offer with deviations is considered further, it shall be loaded suitably for the purpose of comparison of with other offers. The loading shall be done based on the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final.

## 12.0 VALIDITY OF OFFER :

Each Tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **90 (Ninety)** days from the actual date of Tender opening.

## 13.0 CONCLUSION OF ACCEPTNCE TO TENDER / AGREEMENT:

13.1 When the offer of a Tenderer is accepted, RINL / VSP will issue Acceptance to Tender / Agreement to the successful Tenderer.

13.2 The terms and conditions of the Acceptnce to Tender / Agreement shall be in accordance with the draft of the Acceptance to Tender / Agreement for supply of the MATERIAL as incorporated in **PART- VII** of these Tender Documents

## 14.0 STATEMENT OF DEVIATIONS :

14.1 Each Tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **PART-V** of Tender Documents, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno-Commercial Bid - PART:A.

14.2 If any Tenderer is unable to accept any particular term(s) as incorporated in the Tender Document and proposes any deviation there-from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter at **PART - V** of the Tender Documents. However, the Tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL / VSP.

14.3 No revision in the terms and conditions of the offer will be entertained after the Tender opening.

## 15.0 OTHER GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:

15.1 The detailed offer, together with its enclosures, should be submitted in two parts :

| | |
|---|---|
| **PART- A :** TECHNO- COMMERCIAL BID (in **four copies)** | In two separate sealed envelopes |
| **PART- B :** PRICE BID, | |

**PART- A :** should contain all details (in **four copies)** on Technical specification, Credential Documents (**one Copy**) other information / data and Documents required to be furnished with the Tender.

**PART- B : Price Bid** should be submitted separately as per the prescribed proforma enclosed under **Volume - II** of these Tender Documents.

**Imported Supplies:**

The Price schedule consisting of FOB price & Freight offer for `GPL' (A1) and Freight offer for `VPT' (A2) shall be submitted in separate sealed envelopes clearly superscribing Price schedule (A1) / Freight offer for `VPT' (A2) respectively and both the covers shall be put in a separate sealed Envelope clearly superscribing `Price Bid' **(PART – B)** for `Iron Ore Fines' / `Iron Ore Lumps ' (or) both as the case may be.

| | | | |
|---|---|---|---|
| The Price schedule (A1)<br>Freight offer for `VPT' (A2) | In two separate sealed envelopes | ⇨ | **PART - B**<br>sealed envelope |

**Indigenous supplies by Sea:**

The Price schedule consisting of FOB price & Freight offer for `GPL' (B1) and Freight offer for `VPT' (B2) shall be submitted in separate sealed envelopes clearly superscribing Price schedule (B1) / Freight offer for `VPT' (B2) respectively and both the covers shall be put in a separate sealed Envelope clearly superscribing `Price Bid' **(PART – B)** for `Iron Ore Fines' / `Iron Ore Lumps ' (or) both as the case may be.

| | | | |
|---|---|---|---|
| The Price schedule (B1)<br>Freight offer for `VPT' (B2) | In two separate sealed envelopes | ⇨ | **PART - B**<br>sealed envelope |

15.2 Each Part of the offer together with its enclosures, in four copies, should be placed in envelopes which should bear, in Block capital letters, superscription "Tender for supply of

**`Iron Ore Fines' and `Iron Ore Lumps'** against Global Tender No Pur 4.17.0015/0062 Dt. 11.09.2014 and should also bear superscription:

**PART - A :** TECHNO-COMMERCIAL BID should be sealed separately.

**PART – B :** PRICE BID should be sealed separately

15.3 The envelopes **PART-A** and **PART- B** referred to in **15.2 above** should be placed in another envelope which should be addressed to the EXECUTIVE DIRECTOR(MM), Purchase Dept., Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India, and should bear, in Block Capital Letters, the superscription "OFFER IN RESPONSE TO GLOBAL TENDER No. PUR 4.17.0015/0062 Dt. 11.09.2014. This envelope also should be sealed. The name and address of the Tenderer should be mentioned on this envelope as well as on the envelopes containing **PART –A** and **PART -B.**

***15.4 The offers received by RINL / VSP, which deviate from the vital conditions of the Tender, as specified below, will not be considered:***

- ***a) Incomplete offers, not appending signature on the offer and the prescribed formats.***
- ***b) Receipt of offers after the due date and time and / or by Fax / E-mail.***
- ***c) Variable price being quoted against requirement of firm price,***
- ***d) Offers not accompanying the requisite EMD / Bid Bond in line with the Tender conditions unless exempted for any reasons specified herein.***
- ***e) Offers not confirming to submit Performance Guarantee Bond in line with the requirement of this Tender Document.***
- ***f) Offers for a quantity of less than 50,000 MT in case of `Imported supplies' and less than 12 rakes in case of `Indigenous supplies'.***
- ***g) Specifications falling outside the Absolute Maximum / Minimum Limits stipulated in the Tender.***
- ***h) Rebate / Diminution structure for `Fe'***
- ***i) Offers not offering CFR price.***
- ***j) Offers not confirming the Integrity Pact exactly in line with the format enclosed.***
- ***k) Offers from un-listed vendors, in case if RINL / VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the Documents furnished / to be furnished.***

15.5 Any revised bids received after the Tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

## 16.0 COMPLETENESS OF THE TENDER:

16.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for, will render the concerned Tender liable for rejection.

16.2 RINL / VSP shall at it's discretion give equal opportunity to all the Tenderers for clarification / rectification of any deficiencies in the Tender and seek clarifications / confirmations / Documents / withdrawal of deviations from the Terms and Conditions of the Tender. In case of failure to rectify the deficiencies within the time given, the Tender would be rejected / loaded as mentioned at **Clause No.8.0, 10.0 & 11.0 above**. In case of rejection, **PART-B** (Price Part) of

the Tender would be returned unopened and EMD would be refunded. RINL / VSP shall not give time as above for submission of Bid Money / Bid Bond.

## 17.0 INTEGRITY PACT (VITAL) :

Tenderer is required to unconditionally accept the "Integrity Pact" enclosed to the Tender Document at **PART - XI** to the Tender Document and shall submit the same duly signed along with his offer. Offer of the Tenderer received without Integrity Pact duly signed, is liable for rejection.

17.1 The details of Independent External Monitors nominated for this Tender are given hereunder :

| Sl.No. | Name of the Independent External Monitor (I E M) |
|---|---|
| 1) | Shri V. VELAYUTHAM,<br>Ex.DG(RD)&SS, D/o Road Transport & Highways<br>Flat no:4, Nalanda APARTments, 'D' Block, VIKASAPURI,<br>NEW DELHI-110018<br>Contact Numbers: +91-11-28530407 (Residence)<br>+91-9810141563 (Mobile)<br>e-mail : vtham_26@yahoo.co.in, velayutham26@gmail.com |
| 2) | Shri VENU GOPAL K NAIR,<br>P-1, Chakola Water Ford<br>Pandit Karuppan Road<br>Near Sacred Heart College<br>Thevara, Cochin – 682 013.<br>Contact Numbers Mobile : 9447500010 , P&T : 0484-2664223<br>E-mail: vgknair@gmail.com |

17.2 The Nodal officer for the purpose of Integrity pact shall be :

The Executive Director (MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031.

## 18.0 ETHICS :

18.1 If it comes to the notice of RINL / 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 / doctored, the party will be debarred from participation in all RINL / 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 RINL / 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 RINL / VSP Management will be final and binding.

18.2 The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the

Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the Tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

## 19.0 AMENDMENT TO TENDER TERMS AND CONDITIONS :

19.1 At any time prior to the deadline for submission of the bids, the PURCHASER may, for any reason, modify the Tender terms and conditions by way of an amendment.

19.2 Such amendments will be notified on RINL's website www.vizagsteel.com and will be binding on the Tenderers. **The intending Tenderers therefore, shall visit RINL's website at regular intervals for any corrigendum**

******

## PART - V OF TENDER DOCUMENTS

**(GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 DT. 11.09.2014)**

**LETTER OF ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER**

To

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

Dear Sir,

Sub: Your Tender Notice No.PUR.4.17.0015/0062 Dt. 11.09.2014 .

With reference to your Tender Notice No. PUR.4.17.0015/0062 Dt. 11.09.2014 for supply of `Iron Ore Fines' and `Iron Ore Lumps' , we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

** There are no other deviations to the above captioned Tender / Statement of deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

Note: If there are any deviations / deletions from the terms and conditions mentioned in the Tender Document, a separate statement duly signed should be sent along with offer **(PART A** - Techno-Commercial bid).

** Strike off whichever is not applicable.

**Enclosure to the letter confirming acceptance of Draft Terms and Conditions of Order**

**STATEMENT OF DEVIATIONS**

| Sl. No. | Condition | As per Clause No. | Acceptance / Deviation |
|---|---|---|---|
| 1 | Delivery Period | | |
| 2 | Parcel size | | |
| 3 | FOB / CFR Option for shipment | | |
| 4 | Rebate / diminutions in price for quality variations of `Fe' | | |
| 5 | Payment Terms | | |
| 6 | Submission of Performance Guarantee Bond | | |
| 7 | Load rate | | |
| 8 | Demurrage / Dispatch for FOB | | |
| 9 | Discharge rate | | |
| 10 | Demurrage / Dispatch for CFR | | |
| 11 | Integrity Pact | | |
| 12 | Firm Prices quoted for the entire period of performance of the Order | | |
| 13 | Any other (to be specified by the Tenderer for other deviations) | | |

……
Signature and Seal of the Tenderer

## PART - VI OF TENDER DOCUMENTS

**(GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 DT. 11.09.2014)**

**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO - COMMERCIAL BID (PART-A) OF THE OFFER**

1. Name of the Tenderer :

2. Address :

3. Quantity offered :

4. Name of Mine Owner / Address :

5. Authorisation letter from Mine Owner :

6. Country of Origin :

7. Nature of Production :

8. Confirmatory letter from Tenderer regarding commission payable to Indian Agent :

9. Letter of Acceptance of terms & conditions of ITT :

10 Acceptance of Parcel size :

11 Acceptance of Tech. Specification :

12 Acceptance of rebate / diminution of structure :

13. Acceptance to Purchaser exercising the option for FOB or CFR shipment on nomination / dispensation from TRANSCHART :

14. Blank Price bid format **(PART-B)** enclosed along with **PART-A** :

15. Submission of Test certificate from reputed International Test House (not later than 6 months) :

16. Quantity offered for delivery per month :

17. Delivery schedule for the offered quantity :

18. Acceptance of Payment Terms :

19. Submission of Bid Bond :

20. Acceptance to submit Performance Guarantee Bond :

21. Acceptance and Submission of signed Integrity pact :

22. Details of Shipping / Load Port :

23. Validity of offer :

24. Reverse e-auction user id :

25. Submission of Declaration regarding Income Tax :

26. **Credentials** :

**For Overseas Tenderers :**

e) Notarised Copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency.
f) Self Attested copy of Audited financial statement for the last three years of the Bidder (or) Mine Owner (or) Manufacturer .
g) Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder (or) Mine Owner (or) Manufacturer (not Compulsory) .
h) Self Certified copies of Bill of Ladings / Commercial invoice / Payment Receipt against the supplies made and / or Notarised copies of Accepted Inspection Certificates / Acceptance Note of the materials etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contract

**For Indigenous Tenderers** :

(g) Notarised copy of Statutory Industry Registration Certificate (NSIC, DIC regn. etc)
(h) Notarised copy of Certificate of Incorporation from Registrar of Companies
(i) Notarised copies of Excise Duty, Sales Tax, Service Tax, Income Tax clearance certificates for the last 3 (three) years
(j) Self Certified copies of Audited Financial statements for the last three years of the Bidder (or) Mine Owner (or) Manufacturer
(k) Self Certified copies of other Credentials like ISO Certificate etc. from the Bidder / Mine Owner (or) Manufacturer (not compulsory)
(l) Notarised copies of Accepted Inspection Certificates / Acceptance Note of the materials and / or Self Certified copies of Commercial invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

(Name & Signature of the Tenderer)

## PART - VII OF TENDER DOCUMENTS

**(GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 DT.11.09.2014)**

**DRAFT OF ACCEPTNCE TO TENDER / AGREEMENT FOR THE SUPPLY OF `IRON ORE FINES ' AND `IRON ORE LUMPS'**

**Pur. 4.17.00XX/XXXX** **Dt. ……**

M/s.

Dear Sir,

**Sub: Supply of `Iron Ore Fines' and `Iron Ore Lumps'**

Ref: 1) Global Tender No. 4.17.0015/0062 Dt.11.09.2014
2) Your offer No.

****

Rashtriya Ispat Nigam Ltd (RINL), herein after referred to as the **PURCHASER,** is pleased to place this Acceptance to Tender / Agreement on you for supply of `Iron Ore Fines' and `Iron Ore Lumps', herein after referred to as **MATERIAL,** as per the following terms and conditions.

**1.0 MATERIAL :**

1.1 The SUPPLIER shall sell and the PURCHASER shall buy a total quantity of _____ (in words____) Metric Tons (of one thousand kilograms), hereinafter referred to as the MATERIALS, in conformity with the Technical Specification incorporated in **Annexure - I** to this Acceptance to Tender / Agreement and which shall constitute an integral part of this Acceptance to Tender / Agreement, for use in Steel Making. The quality of the `Iron Ore Fines' and `Iron Ore Lumps' to be supplied under this Acceptance to Tender / Agreement shall under no circumstances be inferior to the Technical Specification as contained in **Annexure-I** to this Acceptance to Tender / Agreement .

**2.0 DELIVERY :**

The delivery shall be at the rate of one shipment of Parcel size : 50,000 MT +/-5% per month in case of supplies from `Imported sources' / 12 rakes (1 rake = approx. 4,000 MT) in one lot per month in case of supplies from `Indigenous sources'. The delivery shall be made as per the schedule required by the PURCHASER commencing within 30 days or earlier from the date of Acceptance to Tender / Agreement. However, the PURCHASER reserves the right to postpone the deliveries by a period of upto 3 months beyond the contracted delivery period, without any additional financial implication to the PURCHASER.

2.1 The period of delivery is the essence of this Acceptance to Tender / Agreement. **The date of the Bill of Lading shall be the date of delivery in respect of each consignment.** Immediately after issue of this Acceptance to Tender / Agreement and submission of Performance Guarantee Bond, in case of FOB (T) Agreements, the PURCHASER shall arrange for chartering suitable

vessels for taking delivery of the MATERIAL on the basis of FOB (TRIMMED) port of Loading.

In case of CFR(FO) Agreements, the SUPPLIER shall charter suitable vessel and ship the first shipment within the dates indicated in the Acceptance to Tender / Agreement.

2.2 The SUPPLIER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the loadport(s) as to enable the nominated vessel to off take the ordered quantity within the delivery period.

2.3 The PURCHASER shall endeavor to nominate vessels as per the delivery period. The SUPPLIER may however, accept vessels with minor changes in laydays and quantities.

2.4 The terms of delivery of the MATERIAL shall be as per **Annexure II A** and **Annexure II B** shall constitute an integral part of this Acceptance to Tender / Agreement.

2.5 For any delay in clearance at the port of destination on account of non-supply of shipping Documents (Original Clear Railway Receipt / Lorry Receipt, in case of indigenous supplies) in time and / or due to faulty Documents, the SUPPLIER would be held responsible for any demurrage, port / siding / store rent etc, which the PURCHASER may become liable to pay to the authorities at the discharge port in India (Demurrages, Punitive Charges etc, payable to Railways / Transporter, in case of indigenous supplies).

2.6 After nomination of the vessel by the PURCHASER as stated at **2.2 above** and the SUPPLIER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SUPPLIER.

## 2 PRICE:

3.1 **In case of Imported Supplies :**

**US$ / EURO ..... /MT** FOB (Trimmed) Named Loadport and **US $ ...../MT** CFR(FO), Visakhapatnam, India. The shipments shall normally be arranged on FOB basis. In the event of dispensation from the Transchart , Ministry of Surface Transport, Govt. of India, the shipments will be taken on CFR basis. The shipments either on FOB basis or CFR basis or Part FOB basis or Part CFR basis and nomination of discharge port basis shall be decided by the PUCHASER at his sole discretion.

3.1.1 **Indian Agents Commission:** The above price is inclusive of commission of US$./ EURO ...../MT (____ per Metric Ton), payable in equivalent Indian Rupees on the basis of net invoice weight, to M/s _____, the Indian Agent of the SUPPLIER. The Indian Agent's Commission, under normal circumstances, shall be paid after 90 (Ninety) days of discharge and acceptance of the cargo by each vessel at the destination port in India and on settlement of demurrage / dispatch claims relating to Loadport (for FOB shipments) and Disport (for CFR shipments). The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reuters on the previous working day of B/L Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land.

3.2 **In case of Indigenous supplies :**

**Rs ..... / MT** FOR Loading Station and **Rs ...../ MT** FOR VSP siding, Visakhapatnam, India.

4.0 **INSURANCE :**

4.1. The PURCHASER shall, at his own expense arrange for suitable marine insurance cover for the entire MATERIAL to be delivered by the _____, a Company incorporated in_____ and having its registered office at _____herein after called the SUPPLIER.

4.2. For the purpose of insurance, the SUPPLIER shall (1) intimate to the purchaser through FAX (Fax:+91 891-2518753/2518756/2519520 and …..(Insurance Company) as and when loading commence at port of loading with details such as Acceptance to Tender / Agreement, name of the vessel, port of loading, provisional quantity to be loaded and value etc; and also (2) within two working days from the date of Bill of Lading intimate to the PURCHASER by Fax (Fax: +91 891-2518753 / 2518756 / 2519520) and _____(Insurance Company), the Acceptance to Tender / Agreement number, the port of loading, the name of the vessel, the quantity of the MATERIAL loaded on the vessel as per Load port Draught Survey Weight and value thereof, the Bill of Lading Number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port. The SUPPLIER shall fax the message twice to ensure clear receipt of the message by the PURCHASER.

**5.0 SAMPLING AND ANALYSIS :**

**A. FOR SEA CONSIGNMENTS (IMPORTED / INDIGENEOUS):**

**5.1 LOAD PORT :**

5.1.1 The SUPPLIER shall, at his own expense, arrange to carry out at the load port, the Sampling and Analysis of the MATERIAL delivered in each consignment, in accordance with the relevant Indian Standard Specification (IS Specification) through an inspection agency at the loadport as approved by the PURCHASER. The PURCHASER may, at his own expense, depute his representative(s) to witness the Sampling and Analysis by the independent inspection agency at Load Port. The SUPPLIER shall provide necessary assistance in this regard to the PURCHASER's representative. Quality analysed by the Independent Inspection Agency and the Certificate submitted at Load port shall form the basis for invoice.

5.1.2 The SUPPLIER shall furnish to the PURCHASER the certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating all the Technical Parameters

**Note:** The certificate of Sampling and Analysis shall be prepared in 8 (eight) copies, of which 6 (six) copies shall be airmailed by the SUPPLIER to the PURCHASER within 7 (seven) days from the date of Bill of Lading in respect of each shipment and the remaining 2 (two) copies

shall be submitted by the SUPPLIER along with other shipping Documents for drawing payment.

5.1.3 MATERIAL shall not be delivered if the loadport Analysis by the above inspection agency for exceeds the absolute limits stipulated in Technical specifications. Any breach of this provision may result in the termination of the contract.

5.1.4 For the purpose of this Acceptance to Tender / Agreement, the results of Analysis of the MATERIAL carried out by the approved independent inspection agency at loadport, shall form the basis for release of the payment.

For any deviations, in the Certificate to Sampling and Analysis (referred under this clause) from those laid down in Annexure-I to the Draft Acceptance to Tender / Agreement (**PART - VII** of the Tender Document), the SUPPLIER shall allow rebate(s)/diminution in price in his invoice(s) covering the delivery of the MATERIAL in the consignment where such deviations are noticed, as specified In this Acceptance to Tender / Agreement.

However, RINL / VSP reserves the right to test the materials on receipt as a mandatory check. In case of deviations, the same shall be informed to the SUPPLIER.

5.1.5 No bonus / increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SUPPLIER under Col.No.4 & 5 of **PART – II** of Tender Documents.

**5.2. DISPORT:**

5.2.1 The PURCHASER and the SUPPLIER shall, at their respective expenses, through their respective independent inspection agencies, may carry out at the disport, the joint Sampling and Analysis of the MATERIAL delivered in each consignment, in accordance with the relevant Indian Standard Specification (IS Specification) for all the Technical Parameters

**5.3 FOR INDIGENEOUS SUPPLIES BY RAIL:**

5.3.1 Sampling & Analysis shall be done by the Public Analyst appointed by the SUPPLIER and approved by the PURCHASER. The Sampling & Analysis will be conducted at the loading point during the course of loading and the results declared by the Public Analyst shall be final and binding. However, VSP reserves the right to test the materials on receipt as a mandatory check. In case of deviations, the same shall be informed to the SUPPLIER.

5.3.2 MATERIAL shall not be delivered if the load point Analysis by the Public Analyst appointed at the expense of the SUPPLIER, exceeds the absolute limits stipulated in Technical specifications.

5.3.3 The SUPPLIER should submit Certificate of Analysis issued by the Public Analyst at loading point along with every consignment, clearly indicating the all the Parameters and give guarantee for replacement in case of any deviations / manufacturing defects.

**6.0 REBATE / DIMINUTION STRUCTURE:**

6.1 The supplies, in the event of an Acceptance to Tender should be as per specification guaranteed in the Tender and included in the Acceptance to Tender / Agreement under Column No. 4 of the specification. For the deviations from guaranteed specification in respect of

**`Fe'** subject to the absolute limits stipulated under the specifications, the Tenderer shall allow the following rebate(s)/ diminution on ordered price (FOB, as applicable to the shipment) to the PURCHASER:

| Sl. No. | Technical Parameter | Basis for application of Rebate / Diminution in price in respect of each shipment | Rebate / Diminution in price which will be allowed by the SUPPLIER to the PURCHASER per Metric ton for the total quantity of the shipment. |
|---|---|---|---|
| 1) | Fe | For every 1% (fractions prorate) decrease | US$ 2.00 (US Cents Seventy Five only) in case of Imported Supplies and equivalent Indian rupees considering the TT Buying Rate as on the Dt. of dispatch in case of Indigenous supplies |

6.2 Load port analysis shall be final for dispatch, acceptance of the material, payment and for calculation of rebate / diminution.

## 7.0 CHARGEABLE WEIGHT:

### 7.1 FOR SEA CONSIGNMENTS (IMPORTED / INDIGENEOUS):

7.1.1 The SUPPLIER shall, at his cost, determine the weight of the MATERIAL delivered at the port of loading by means of draught survey which shall be conducted by the independent inspection agency at the loadport, appointed by the SUPPLIER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Load port Draught Survey Weight.

7.1.2 The PURCHASER may, at his own cost, determine the weight of the MATERIAL delivered in each consignment at the destination port by means of draught survey which shall be conducted by the Independent Inspection Agency (through approved marine surveyors) appointed by the PURCHASER. The SUPPLIER may, at his option and at his own expense, depute his representative to be present at the time of determination of the Destination Port Draught Survey Weight.

7.1.3 If the variation between the Loadport Draught Survey weight and the Discharge Port Draught Survey Weight is more / less than 2% (two percent) of the Loadport Draught Survey Weight, the matter shall be jointly investigated by representatives of both the PURCHASER and the SUPPLIER and the affected party shall be compensated accordingly. In case SUPPLIER do not come forward for Joint investigation or in case the Joint investigation does not yield a mutually acceptable result, then the weight at disport shall be final and binding on both parties for all purposes.

### 7.2 FOR INDIGENEOUS SUPPLIES BY RAIL:

7.2.1 Weight recorded at VSP in-motion weighbridge will be final for payment. In case the rake is not weighed at VSP, the weight recorded in RR / Public Analyst report will be taken as final for payment. In case the material received at VSP is more than RR quantity, max. tolerance of 10% above RR weight shall be allowed for full and final settlement. Freight payment will be restricted to RR quantity only. Any claim (overloading penalty charges) from Railways for the excess quantity loaded by the SUPPLIER will be to the account of SUPPLIER only. However, in case of partial weighment of the rake at VSP in-motion weigh bridge, the average weight of

the weighed wagons shall be extrapolated to the entire rake (i.e., total number of wagons received in a rake) including the un-weighed wagons to arrive at the weight of the complete rake. Underloading (Idle freight)/Overloading charges, if any, are to the account of SUPPLIER only.

7.2.2 The Material shall be dispatched on rake load basis. Since the payment of freight to Railways is made on the basis of carrying capacity of wagons, all care should be taken by the SUPPLIER to ensure that the wagons are loaded to the full capacity, as per the Railway Circulars in force. If freight is charged on wagon load basis, the differential freight between Wagon load and rake load freight shall be to the account of SUPPLIER.

## 8.0 QUALITY AND WEIGHT VARIATIONS MATERIAL DIFFERENCES:

8.1 If at any time during the currency of this Acceptance to Tender / Agreement, there are significant variations between weight and the quality of the MATERIAL stipulated in **Annexure-I** to Draft Acceptance to Tender / Agreement of these Tender Documents and Analysis at the PURCHASER's end, the PURCHASER and the SUPPLIER shall meet within a specific time frame of three of four (3/4) weeks from the date of intimation of such discrepancies by the PURCHASER to the SUPPLIER, to investigate the reasons for such discrepancies and to arrive at a mutually agreeable settlement of issues as may have arisen out of the discrepancies.

8.2 If no agreeable solution as envisaged in **Para 8.1 above** is arrived at, the decision of the PURCHASER shall be final. Therefore, utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that the specification stipulated under **Annexure-I** to Draft Acceptance to Tender / Agreement are strictly complied with.

## 9.0 PAYMENT TERMS:

### 9.1 FOR IMPORTED / INDIGENOUS SEA CONSIGNMENTS :

9.1.1 The PURCHASER shall establish letter(s) of Credit, after receipt of requisite Performance Guarantee Bond, covering the value of the quantity of MATERIAL of a shipment in case of supplies on FOB terms and value of the quantity of MATERIAL including freight in case of supplies on CFR terms. Such Letter of Credit shall be valid for a period of 60 days from the date of opening of L/C for the shipment and 90 days for negotiation.

All bank charges at the SUPPLIER's end shall be borne and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be borne and paid for by the PURCHASER.

9.1.2 Payment of 100% FOB (T) / CFR value of each shipment, excluding full Indian Agents Commission (if any) , shall be made by the PURCHASER as per loadport Analysis after making necessary adjustments for rebates/ diminution and penalty.

9.1.3 Payment through irrevocable L/C on presentation of the specified Documents as may be mentioned in the Letter of Credit at .....(counters of negotiating Bank).

9.1.4 Letter(s) of Credit established by the PURCHASER in favour of the SUPPLIER under this Acceptnce to Tender / Agreement shall provide for payment of the value of each shipment as mentioned at **9.1.2 and 9.1.3 above,** on presentation of the following Documents by the SUPPLIER to the negotiating bank.

9.1.5 2/3 set of original clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify " RASHTRIYA ISPAT NIGAM LIMITED, VISAKHA- PATNAM STEEL PLANT, TRANSPORT & SHIPPING DEPT., ADMINIS-TRATIVE BUILDING, VISAKHAPATNAM-530 031".

**Note :** On FOB terms - Charter party Bill(s) of lading marked "freight to be paid as per Charter party" will also be acceptable.

For CFR shipments – Bill of Lading should be marked "freight prepaid".

9.1.6 For imported / indigenous supplies by Sea, signed Commercial Invoices for material value less Indian Agent's Commission payable if any, in India containing the reference of the Acceptance to Tender / Agreement in quadruplicate certifying that the MATERIAL shipped are strictly in conformity with Acceptance to Tender / Agreement. Such invoices shall also carry necessary adjustment for deviation in quality at loadport as per the Rebates/ Penalty indicated at **Para 6.0 above**.

1) Signed Commercial Invoices for MATERIAL.

2) Certificate of Sampling and Analysis issued by the independent inspection agency at loadport – in duplicate. Payment will not be released if, the Analysis result of any of the Parameters exceeds the absolute limits stipulated under column - 5 of Technical specification at **PART – II** of this Tender Documents.

3) Certificate of Origin issued by Chamber of Commerce or a similar authority / agency – in duplicate.

4) Loadport Draught Survey Weight Certificate issued by the independent inspection agency at load port – in duplicate.

5) SUPPLIER'S Certificate – in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading along with four non negotiable copies of Bill of Lading, (b) two non-negotiable copies of commercial invoice (c) six copies of the Certificate of Sampling and Analysis at loadport (d) two copies of Certificate of Origin (e) two copies of Loadport Draught Survey Weight Certificate and (f) copy of SUPPLIER'S Fax advice of shipment to the PURCHASER and insurance Company referred herein above, have been airmailed/sent through Courier Service direct to the PURCHASER within seven days from the date of Bill(s) of lading.

6) Copy of SUPPLIER's Fax advice of shipment to the PURCHASER and Insurance Company - in quadruplicate.

7) In case of CFR shipment, a copy of the vessel acceptance issued by the Purchaser.

9.1.7 Within 7 (seven) days from the date of Bill of Lading in respect of each consignment, the SUPPLIER shall airmail / send through Courier Services directly to the PURCHASER, the following Documents in respect of each shipment:

a) Two negotiable copies of Bill of Lading along with four non negotiable copies.

b) Two non-negotiable copies of Commercial Invoice.
c) Six copies of the Certificate of Sampling and Analysis of loadport.
d) Two copies of Certificate of Origin.
e) Two copies of Loadport Draught Survey Weight Certificate.
f) Copy of SUPPLIER'S Fax advice of shipment to the PURCHASER and Insurance Company for the purpose of Insurance.

9.1.8 In case the order is finalized on an Indian firm, who is importing from foreign source, the order shall be placed on **HIGH SEA SALES** basis and the payments shall be released in Indian Rupees considering the **lower of the rate of exchange** of (i) TT buying rate of "State Bank of India" prevailing on one day before the scheduled date of Reverse e-auction **(or)** (ii) as on the date of opening of Sealed Price Bid **(or)** (iii) Closing bid rate as per Reuters as on the date of negotiation of L/C.

## 9.2 FOR INDIGENEOUS RAIL CONSIGNMENTS:

9.2.1 100% Value of the material including 100% Freight shall be released against submission of the following clear and legible supporting Documents in triplicate :

a) Signed Commercial Invoice in triplicate claiming 100% of material value and applicable taxes / duties containing the reference of the Acceptance to Tender / Agreement. Invoice shall also carry necessary adjustment for deviations in quality at SUPPLIER's end, as per the Rebate / diminution structure indicated at **Para 6.0 above** considering the exchange rate of at the TT buying rate prevailing as on the date of despatch
b) Copy of Tax Invoice
c) Original RR with Certificate of Weight.
d) Public Analyst report at load point for quality and quantity loaded in to the wagons
e) Copy of FAX message of despatch details of MATERIALS, indicating date of Despatch, No.of wagons despatched, RR No, RR Quantity, First Wagon and Last Wagon number.
f) Six copies of Certificate of Sampling and Analysis at SUPPLIER's end. Payment shall not be released if the analysis result of any property exceeds the maximum / minimum limit stipulated in the Acceptance to Tender /Agreement.
g) A certificate stating that the original RRs were couriered to DGM(RMD) along with a copy of the courier receipt.

Note: Within 2 (two) days from the date of Railway Receipt, the SUPPLIER shall despatch two advance sets of the above documents mentioned at **Clause No.9.2.1 (a) to (g)** including Original Railway Receipt / Lorry Receipt in respect of each consignment by Courier directly to the PURCHASER.

9.2.2 Payment shall be made by NEFT / RTGS mode or such other mode of electronic fund transfer offered by banks / Letter of Credit. In case the SUPPLIERS have not already furnished the required details, they may download the pro-forma for NEFT / RTGS in which the details are to be furnished from the RINL / VSP's website and submit along with their offer for updating RINL / VSP's database In case of L/C Payment , suitable loading will be made while evaluating the offer

9.2.3 Payment of Railway freight shall be arranged by RINL / VSP on pre-paid basis before despatch of rake from the loading point to avoid payment of Railway Surcharge. The SUPPLIER shall inform the PURCHASER regarding the readiness of the material to be loaded into railway

wagons, 5 days in advance for making necessary arrangements for payment of Railway freight to Railways. Indenting and loading in to the wagons is the responsibility of the SUPPLIER.

9.2.4 Due to delay in information regarding despatch of the rake by SUPPLIER and in case the rake is booked on "To - Pay" basis, the Surcharge payable to Railways is to be borne by the SUPPLIER.

## 10.0 PERFORMANCE GUARANTEE BOND (PBG):

10.1 The SUPPLIER shall establish a **Performance Guarantee(PG) Bond for 5 % (five percent) of the CFR(FO) / FOR VSP siding, Visakhapatnam value** of the contract as per the enclosed proforma at **Annexure – III of PART – VII** of the Tender Documents within 15 days of the issue of the A/T. The bond shall be established in favour of RINL through any nationalized bank or scheduled commercial bank in india. In case the bank guarantee(BG) is issued by any bank out side Visakhapatnam, the same should be routed through their branch Associated Bank in visakhapatnam and enforceable at visakhapatnam whose address is also to be specified in the BG.. Bonds issued by co-operative banks are not accepted. **The Bond shall be valid for six months from the date of last shipment against this Acceptance to Tender / Agreement**. No change in the prescribed proforma of B.G. shall be acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with the Tender. The check list format is enclosed at **Annexure III A**.

10.2 The Performance Guarantee Deposit/Bond shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the supplier and the Purchaser under the terms & conditions of the Acceptance to Tender / Agreement. The Supplier is to be entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specification and all other Documents referred to in the Acceptance to Tender / Agreement.

10.3 The Performance Guarantee Bond shall be kept valid and in full force and effect for a period of six months from the date of scheduled delivery of the last consignment. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the supplier, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

10.4 Performance Guarantee Bond shall be released after six months 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 Acceptance to Tender / Agreement and settlement of claims on account of demurrage / dispatch relating to load port (in case of FOB shipment) and disport (in case of CFR shipment) for all shipments on account of overloading / demurrage in case of last dispatch under the order.

## 11.0 LIQUIDATED DAMAGES:

11.1 In the event of the SUPPLIER'S failure to deliver the MATERIAL within the time(s) as agreed to, the SUPPLIER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to half percent of the price of any MATERIAL which the SUPPLIER has

failed to deliver, as aforesaid, for each and every week (part of a week being treated as a full week) during which the MATERIAL are not delivered after the contracted delivery period provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Para 22.0** herein below. The maximum amount of Liquidated Damages levied on any shipment will be 10% of the value of the MATERIAL in that shipment. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

**12.0 DEFAULT:**

12.1 Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender / Agreement as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER 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 SUPPLIER's default. This Clause is however subject to Force Majeure vide **Para 22.0** herein below.

**13.0 RISK PURCHASE:**

13.1 The cancellation of the Acceptance to Tender / Agreement as stated in **Para 12.1** herein above may be either for whole or Part of the Acceptance to Tender / Agreement at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender 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 SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender / Agreement by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender / Agreement to the extent it is not terminated under the provisions of this Clause.

**14.0 RECOVERY OF SUMS DUE:**

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

**15.0 RESPONSIBILITY:**

15.1 The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender.

**16.0 TRANSFER AND SUB-LETTING :**

16.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender / Agreement or any part thereof, either directly or indirectly, without the prior written consent of the PURCHASER.

16.2 The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.

**17.0 EXPORT LICENSE** :

17.1 It shall entirely be the responsibility of the SUPPLIER to obtain the requisite Export License and to comply fully and to honour all procedures, regulations, policy, relevant laws of his country for export of the MATERIAL to India and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein.

**18.0 TAXES AND DUTIES**:

18.1 The SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

**19.0 IMPORT LICENCE**:

19.1 Import of the MATERIAL is presently under Open General Licence.

**20.0 COMPLETENESS OF THE A/T AND MODIFICATION**:

20.1 This Acceptance to Tender / Agreement cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender / Agreement shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Acceptance to Tender / Agreement.

**21.0 WAIVER**:

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

**22.0 FORCE MAJEURE:**

22.1 If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Acceptance to Tender / Agreement by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the party/parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

22.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in **Para 22.1** herein above, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the offtake by the PURCHASER and/or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

**23.0 ARBITRATION:**

23.1 All disputes arising in connection with the present Acceptance to Tender / Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India.

**24.0 LEGAL INTERPRETATIONS**:

24.1 The Acceptance to Tender and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

24.2 To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied.

**25.0 LIABILITY OF GOVT. OF INDIA**:

25.1 It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender / Agreement solely on its own

behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Acceptance to Tender / Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to Tender. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender and convenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Acceptance to Tender / Agreement

Kindly acknowledge receipt of this Acceptance to Tender / Agreement.

Thanking you,

Yours faithfully,

For RINL / VSP

( )

**ANNEXURE - I TO ACCEPTNCE TO TENDER / AGREEMENT NO PUR.4.17.00XX/XXXX Dt.**

**TECHNICAL SPECIFICATIONS OF `IRON ORE FINES':**

| S.No. | Technical Parameters | Units (Limits) | Specifications required by RINL | | Specificns. offered by Tenderer | Testing Standard followed |
|---|---|---|---|---|---|---|
| | | | Desired | Absolute | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| **Chemical Composition :** | | | | | | |
| 1) | Fe | %Min | 64.0 | 62.0 | | |
| 2) | Alumina | % Max | 3.0 | 3.0 | | |
| 3) | Silica | % Max | 3.0 | 3.0 | | |
| 4) | Al2O3+ SiO2 | % Max | 6.0 | 6.0 | | |
| 5) | Phosphorus | % Max | 0.075 | 0.075 | | |
| 6) | Sulphur | % Max | 0.04 | 0.04 | | |
| 7) | Moisture | % Max | 8.0 | 8.0 | | |
| **Physical Composition :** | | | | | | |
| 8) | Size | | -10 mm | -10 mm | | |
| 9) | Over size (+10 mm) | % Max. | 5.0 | 5.0 | | |
| 10) | Under Size (-100 Mesh) | % Max. | 15.0 | 15.0 | | |

**TECHNICAL SPECIFICATIONS OF `IRON ORE LUMPS' :**

| S.No. | Technical Parameters | Units (Limits) | Specifications required by RINL | | Specificns. offered by Tenderer | Testing Standard followed |
|---|---|---|---|---|---|---|
| | | | Desired | Absolute | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| **Chemical Composition :** | | | | | | |
| 1) | Fe | %Min | 65.0 | 63.0 | | |
| 2) | Alumina | % Max | 2.25 | 2.25 | | |
| 3) | Silica | % Max | 2.25 | 2.25 | | |
| 4) | Al2O3+ SiO2 | % Max | 4.0 | 4.0 | | |
| 5) | Phosphorus | % Max | 0.075 | 0.075 | | |
| 6) | Sulphur | % Max | 0.04 | 0.04 | | |
| 7) | Moisture | % Max | 3.5 | 3.5 | | |
| **Physical Composition :** | | | | | | |
| 8) | Size | | -150 mm +10 mm | -150 mm +10 mm | | |
| 9) | Over size (+150 mm) | % Max. | 2.5 | 2.5 | | |
| 10) | Under Size (-10 mm) | % Max. | 15.0 | 15.0 | | |

**Note :** No bonus / increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SUPPLIER **.**

**ANNEXURE-II A TO ACCEPTNCE TO TENDER / AGREEMENT NO PUR. 4.17.00XX/XXXX Dt.**

## TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF FOB (TRIMMED) PORT(S) OF LOADING

**1.0** The PURCHASER shall as far as possible, charter Vessels required for carriage of the MATERIALS under this Acceptance to Tender / Agreement as per the terms of the GENCON CHARTER PARTY with such variations or deletions therein or additions thereto as are necessary to make it conform to the provisions of this Acceptance to Tender / Agreement and as further elaborated herein below.

**2.0** The PURCHASER shall charter single Decker, Geared Vessels suitable for bulk loading in the capacity of **50,000** Metric Tons with a shipping tolerance of plus or minus **5%** (Five percent) per voyage, at Ship Owner's (or) Charterer's (i.e. PURCHASER'S) option. In case Vessels of other sizes are available for meeting the requirements, the PURCHASER shall have the option of chartering and nominating such Vessels also. While chartering the Vessels, the PURCHASER shall take into account the details furnished by the SUPPLIER to the PURCHASER regarding the IRON ORE loading facilities, acceptable dimensions of the Vessels, clearance dimensions of the MATERIALS loading gantries and sailing draught at the Load port(s).

2.1. The Vessel nominated by the PURCHASER shall be classed highest Lloyds or equivalent, be in thoroughly seaworthy condition, comply in every respect with all International and Local regulations, comply with all regulations governing the carriage by sea of IRON ORE in bulk and shall be maintained as such for the duration of the voyage.

**3.0** **GENERAL CP PROVISIONS:** The Charter Party/Parties between the Ship Owner(s) and the PURCHASER in respect of the Vessel(s) fixed by the PURCHASER for carriage of the MATERIALS under this Acceptance to Tender / Agreement shall, inter-alia, provide for the following.

3.1. The Ship Owner shall bear and pay all port dues (except port loading charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable at the Load port(s) on or with respect to the Vessel(s).

3.2. The Master of the Vessel shall give telex / cable/ Fax / e-mail advice(s) at the intervals of 10 days, 7 days, 72 hours, 48 hours and 24 hours to the SUPPLIER regarding the ETA of the Vessel and the quantity required to be loaded into the Vessel at the Load port.

3.3. The Master of the Vessel shall provide free use of light on board the Vessel as may be required for working the Vessel at the Load port(s) and in each case free of expense to the SUPPLIER.

3.4. The Master of the Vessel shall allow on board the Vessel the authorised representative(s) of the Independent Inspection Agency / Marine Surveyors at the Load port(s) to witness / inspect and supervise the loading of the MATERIALS into the hatches of the Vessel as well as to carry out draught surveys.

3.5. Bills of Lading shall be prepared on the basis of the Draught Survey Weight determined by the Independent Inspection Agency through approved Marine Surveyors at the Load port and such Bill(s) of Lading shall be endorsed by the Master of the Vessel or the agents of the Ship Owner at the Load port within 24 hours after completion of loading. **The Bills of Lading must be issued in 'CONGEN BILL FORM' only.**

3.6. The Master of the Vessel or the agents of the Ship Owner at the Load port shall release Bill(s) of Lading marked "Freight payable as per Charter Party" immediately after completion of loading.

**4.0** **SHIPMENT SCHEDULE (LAYDAYS):** Based on the delivery schedule agreed upon between the PURCHASER and the SUPPLIER, the PURCHASER shall nominate Vessel about two weeks prior to effecting of the shipment. The SUPPLIER shall confirm to the PURCHASER by E-mail / Fax the acceptance of such Vessel(s) within 1 (One) working day of the nomination thereof. The lay days for each Vessel shall be narrowed down to 10 days, in advance of the ETA of the Vessel at the Load port.

4.1. The PURCHASER shall endeavour to nominate vessels as per the delivery period. The SUPPLIER shall consider to accommodate PURCHASER's request, on case to case basis, for extension of cancelling date or modification of laydays and quantities, if required.

4.2. The SUPPLIER shall take necessary steps to ensure that sufficient quantity of the MATERIALS is ready for delivery at the Load port(s) as to enable the nominated Vessel to off take the ordered quantity within the delivery period.

4.3. After nomination of the Vessel by the PURCHASER as stated above, if the SUPPLIER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SUPPLIER.

**5.0** Upon the fixture of any Vessel by the PURCHASER for carriage of the MATERIALS under this A/T, the PURCHASER shall intimate to the SUPPLIER relevant particulars of such Vessel. The PURCHASER reserves the right to appoint his own agent(s) at the Loading port(s).

**6.0** The SUPPLIER shall arrange to deliver / load the MATERIALS FOB (TRIMMED) into the Vessel(s) nominated by the PURCHASER and accepted by the SUPPLIER at the Port(s) of loading.

**7.0** The SUPPLIER shall arrange for a safe loading berth for the Vessel at the notified Loading port.

**8.0** **GUARANTEED LOAD RATE:** The SUPPLIER shall guarantee to deliver / load the MATERIALS into the Vessel(s) (FOB Trimmed), at the rates and terms mentioned herein under:

| Capacity Range of the VESSELS (DWT in MT) | Guaranteed Average Rate of Loading Per Weather Working Day (PWWD) of Twenty Four Consecutive Hours Sundays Holidays included (SHINC) |
|---|---|
| 45,000 – 55,000 | **15,000** MT |

8.1. **LOADING TERMS**: SHINC provision to be applicable only after commencement of Lay time.

8.2. If any overtime work is performed by the crew of the Vessel at the port of loading at the instance of the SUPPLIER, crew's overtime shall be borne and paid for by the SUPPLIER.

**9.0** **NOTICE OF READINESS (NOR):** Upon arrival of the Vessel at the outer anchorage or at the pilot station of the Load port, whether the Vessel is in free pratique or not and in berth or not, Master of the Vessel shall serve on the SUPPLIER the Notice of Readiness (NOR) of the Vessel to load cargo (MASTER'S NOR) at anytime in or out of the office hours.

9.1. If the Vessel, whether in free pratique or not, is found by the SUPPLIER not to be ready in any other respect to load after its berthing, the specific grounds on which the Vessel is found not to be ready to load, shall be recorded by the SUPPLIER in the STATEMENT OF FACTS (SOF) which is also to be accepted and signed by the Master / Agent of the Vessel at the Load port. In such an event, the Lay time shall not be deemed to have commenced until the Vessel is in fact ready to load in all respects.

**10.0 TIME COUNTING PROVISIONS:**

10.1. In the Statement of Facts, there should be proper notation as to the delays attributable to the shore side or to the Vessel. The delays attributable only to the Vessel do not count as time used unless the Vessel is already on demurrage. All other delays (like shore side Electrical / Mechanical breakdowns, waiting for tide, waiting time to maintain under keel clearance etc.) to count as time used. Once the Vessel is on Demurrage, the Vessel shall always be on Demurrage. Steaming time of Vessel from anchorage to berth at Load port and time used for Draft survey/check not to count, even if the Vessel is already on demurrage. Statement of Facts should be signed by all concerned.

10.2. Laytime shall commence 12 hours after the time at which MASTER'S NOR is served, whether the Vessel is in berth or not and in free pratique or not, unless the loading of the MATERIALS sooner commenced, in which event Lay time shall count from the actual time of commencement of loading. Any time lost by the Vessel in waiting for berth shall also count as loading time.

**11.0** The SUPPLIER shall arrange to deliver / load the MATERIALS into the Vessel and to trim the MATERIALS inside the hatches of the Vessel by mechanical or manual means at the option of the SUPPLIER in accordance with the instructions of and to the satisfaction of the Master or the Chief Officer of the Vessel free of risk and all expenses either to the Vessel or to the PURCHASER.

**12.0** Claims for damage caused to the Vessel by stevedores, if any, are to be settled between the SUPPLIER and the Ship Owner, without any implication to PURCHASER. The SUPPLIER to remain responsible for settlement of such claims and shall indemnify the PURCHASER against such claims. Any damage shall be notified in the SOF.

The Master/ Agent of the Vessel at the Load port should notify in writing of any alleged damage to the Vessel by the stevedores and failure to so notify shall bar any claim therefor. In any event, any such claim shall be barred if not made prior to the departure of the Vessel from the Load port where damage is alleged to have occurred.

**13.0** Should the SUPPLIER fail to deliver / load the MATERIALS into the Vessel(s) in full or in part for reasons excluding Force Majeure the SUPPLIER shall be liable to the PURCHASER for all payments or expenses which the PURCHASER may incur by reason of such non delivery

including dead freight or extra freight, demurrage to the Vessel and/or any other charges and expenses of whatsoever nature which may be incurred by the PURCHASER.

**14.0** Immediately on completion of loading of the MATERIALS into the Vessel, within 48 hours, the SUPPLIER shall furnish the following details of shipment by E-mail and fax to the PURCHASER and the Insurance Company to enable the PURCHASER to take necessary Marine Insurance Cover.

i) Name of the Vessel
ii) B/L weight and value of the cargo
iii) Name of the port of shipment
iv) Date and time of commencement and of completion of loading
v) Date and time of sailing of the Vessel from the port of shipment & Sailing Draft.
vi) ETA VISAKHAPATNAM, INDIA.
vii) No and date of Bill of Lading.

**15.0** Immediately on completion of loading, the SUPPLIER shall obtain from the Master of the Vessel or the Agents of the Vessel at the Load port 'CLEAN ON BOARD' shipped Bill(s) of Lading.

**16.0** Immediately after completion of loading, a STATEMENT OF FACTS shall be made out at the Load port duly signed by the Master of the Vessel / Agents of the Vessel at the Load port and the SUPPLIER or their Agents at the Load port. Before sailing of the Vessel from the Load port, copies of the Statement of Facts shall be handed over to the Master of the Vessel / Agents of the Vessel at the Loading port.

**17.0 <u>DEMURRAGE / DESPATCH SETTLEMENT:</u>**

17.1. In the TIME SHEET based on the aforesaid STATEMENT OF FACTS, the computation of Lay time allowed and Lay time used shall be based on the terms and conditions contained hereinabove. Despatch, if any, shall be calculated on the basis of "Working Time Saved". The rate of demurrage / despatch shall be as stipulated in Charter Party relating to the Vessel. In the case of demurrage, the SUPPLIER shall remit the agreed amount of demurrage to the PURCHASER. In the case of despatch, the PURCHASER shall remit the agreed amount of despatch to the SUPPLIER.

17.2. In respect of each Vessel, the SUPPLIER shall submit their Load port Laytime statement of demurrage / despatch calculation including SOF, within 30 days from the date of sailing of the vessel from the Loadport. On final settlement of Laytime calculations between the SUPPLIER and PURCHASER in respect of each Vessel, demurrage / despatch payment shall be effected directly within 30 days from the date of receipt of the claim (Debit Note). In any case, settlement of demurrage / despatch should be completed within 120 days from the date of B/L.

**18.0** All the shipping documents like Original B/L, Certificate of Country of Origin, Load port Sampling and Analysis Certificate, Load port Draft Survey Weight Certificate etc. should be sent by the SUPPLIER to the PURCHASER immediately after completion of loading and in any case not later than 7 days from the date of sailing of the Vessel from the Loadport by AIR MAIL / COURIER so that the documents are received by the PURCHASER well before the arrival of Vessel at the discharge port to take immediate delivery of the cargo.

**19.0** The SUPPLIER shall agree to comply with the International Ship and Port Facility Security (ISPS) Code stipulated by the International Maritime Organisation, which has come into effect w.e.f. 1st July 2004. Failure on the part of the SUPPLIER to comply with the ISPS code's requirements and / or the Load port not conforming with the ISPS code and any delays caused by such failures shall be to the SUPPLIER's account who shall be fully responsible for all the consequences arising out of it.

**Note :**

**1.** Name, Address, FAX / e-mail and telephones numbers for serving Notice regarding ETA of the Vessel and Notice of Readiness of the Vessel to the SUPPLIER at the Load port as per Para 3.2 and 9 hereinabove :
M/S_____

**2.** (i) Parcel size has been indicated in **Clause 2** as per RINL / VSP's requirement. However, alternate parcel size, due to Load port restrictions, if any, can be considered by RINL / VSP.

(ii) Clause 8 indicates Guaranteed Rate of Loading as per RINL / VSP's requirement. However, alternate Guaranteed Rate of Loading to suit Load port requirements/ restrictions can be considered by RINL / VSP.

**FOR AND ON BEHALF OF THE PURCHASER**

**FOR AND ON BEHALF OF THE SUPPLIER**

**ANNEXURE-II B TO ACCEPTNCE TO TENDER / AGREEMENT NO PUR. 4.17.00XX/XXXX Dt.**

## TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF CFR (FREE OUT), VISAKHAPATNAM PORT TRUST (VPT) / GANGAVARAM PORT (GPL)

### 1.0 TYPE OF VESSELS:

1.1. The SUPPLIER shall effect shipment(s) in single-decker, self-trimming type of Geared Vessels (subject to approval of the PURCHASER) suitable for bulk discharge based on shipment size. The Geared Vessel shall be equipped with self-discharging gears/cranes fitted with electro hydraulic grabs fully automatic requiring no manual operation and shall have 5 hatches served by minimum 4 number of cranes each of minimum 30 MT Safe Working Load (SWL) capacity and minimum 4 number of grabs each of minimum 10 CBM capacity and serving all hatches and the minimum capacity to discharge is 15,000 MT per WWD of 24 consecutive hours with its own gears and grabs.

1.2. The Vessels shall preferably be less than 15 years of age but not exceeding 20 years of age. Entire extra insurance on cargo, if any, by reason of Vessel's age, Flag or Class shall be to SUPPLIER's account.

1.3. The holds of each Vessel shall be cleaned before loading, to avoid contamination. The Vessel nominated to the PURCHASER should not carry cargo for any other party than the PURCHASER.

1.4. The SUPPLIER shall confirm that the nominated Vessel possesses valid statutory certificates and complies with all directives of Government of India / DG (Shipping) regarding suitability and / or acceptability of Vessel in respect of class / age / other technical parameters in Indian waters / Ports.

1.5. The SUPPLIER to ensure that the nominated Vessels comply with ISPS code requirements. Failure on the part of the Vessel to comply with the codes requirements and any delay caused by such failures shall be to Vessel / SUPPLIER's account.

1.6. The SUPPLIER shall ensure that the Vessel engaged by them for shipment of the MATERIALS under this A/T meets all Discharge Port limitations/ requirements/ conditions including the following:

| **Parameter** | **VISAKHAPATNAM PORT TRUST (VPT)** | **GANGAVARAM PORT LTD. (GPL)** | |
|---|---|---|---|
| | | NON-MONSOON PERIOD | MONSOON PERIOD (20 MAY – 15 SEP) |
| Max Permissible Length overall (LOA) | 230 M | 280 M | 280 M |
| Max Permissible Beam length | 32.5 M | 48 M | 45 M |
| Max Permissible Arrival draughts (available water) | 14.5 M | 17.7 M AFT | 16.75 M AFT for Vessels of LOA upto 270 M & 16.25 M AFT for Vessels of LOA more than 270 M & upto 280 M. |

## 2.0 GENERAL PROVISIONS TO BE INCORPORATED IN THE CHARTER PARTIES GOVERNING SHIPMENT OF THE MATERIALS:

The SUPPLIER shall ensure that the charter parties governing shipment of the MATERIALS under this A/T contain, inter-alia, the following provisions:

2.1. On sailing and ten days prior to Vessels ETA VISAKHAPATNAM INDIA, the Master of the Vessel shall give Fax/E-mail/Telex/Cable advice to the PURCHASER. Thereafter, the Master of the Vessel, shall Fax/E-mail at intervals of 7 days/72 hours/48 hours/24 hours regarding ETA of Vessel to the PURCHASER (Fax: +91-891-2519506 / 2519520 / 2518753 / 2518756 / 2519520, E-mail : tns_mm@vizagsteel.com) as well as to under mentioned Port Office of the PURCHASER.

III FLOOR, ROOM No.422, MAIN ADMINISTRATIVE BUILDING, RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM - 530031 (Ph./Fax: +91-891-2519 520 / +91-891-2566 097, E-mail: vinodh_mm@vizagsteel.com / tns.port@gmail.com)

2.2. The SUPPLIER shall arrange for the Vessel to bear and pay all port dues / charges (except port unloading charges), tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at Indian Port(s) of discharge on or with respect to the Vessel(s).

2.3. Each Vessel shall hold a valid Gear Certificate in conformity with the International Dock Safety Convention, covering the duration of each voyage and confirming that all the gears have been duly tested. The Gear Certificate shall be made available by the Master of Vessel to the representative of the PURCHASER for perusal, after the berthing of the Vessel.

2.4. The Master of the Vessel shall allow on board the Vessel the authorized representatives of the independent cargo inspection agency / marine surveyors appointed by the PURCHASER / Customs Authorities and provide such information / assistance as may be required by them in connection with the performance of their assigned duties.

2.5. The Master of the Vessel shall provide free use of light on board the Vessel as may be required for working the Vessel at the port(s) of discharge at all times and in each case free of expense to the PURCHASER.

2.6. The opening and the closing of the hatches of the Vessel shall always be done by the Vessel's crew and the cost involved therein and the time used thereof shall be to the account of the Vessel even if the Vessel is on demurrage.

2.7. In the event of the Master of Vessel exercising lien on the cargo (i.e the MATERIALS) for non-payment of freight, extra freight, dead freight, demurrage and damages for detention of the Vessel at the Indian port(s) of the discharge, the SUPPLIER shall on receipt of Fax / Tlx / Cable / email intimation from the PURCHASER, take immediate remedial measures and shall cause appropriate instructions being issued to the Master of the Vessel to proceed with the discharge of cargo (i.e. the MATERIALS). Any time lost between the receipt of notice of lien by the PURCHASER from the Master of the Vessel and the withdrawal of such notice shall be to the account of the Vessel.

2.8. The overtime of the crew shall be to the account of the Vessel unless ordered by the PURCHASER.

2.9. In case of claim for damage caused to the Vessel during discharging, such claims to be presented by the Master immediately after the damage has been sustained with the third party damage report, failing which, PURCHASER shall not be responsible. Claims for damage caused to Vessel by Stevedore during discharge at VPT/GPL are to be settled between Ship-owners and Stevedore, failing which, PURCHASER to remain responsible for settlement of such claims. In all cases, the Vessel is to notify the PURCHASER / Stevedore, in writing, prior to Vessel's departure from discharge port, of any alleged damage to the Vessel by Stevedore along with third party damage report and failure to do so notify shall bar any claim thereafter.

The Master of the Vessel shall get a joint survey conducted with the Stevedore to determine the extent of damage sustained to the Vessel. The joint survey must be conducted before departure of the Vessel from the port in which damage took place. Failure to submit final claim within 60 days from the date of discharge completion, will debar the claim and relieve PURCHASER / Stevedore of all responsibilities. In the absence of a joint survey, the claim shall stand barred and PURCHASER / Stevedore shall stand absolved and relieved of all responsibility.

## 3.0 INTIMATIONS TO BE SENT BY THE SUPPLIER TO THE PURCHASER ON NOMINATION OF VESSELS FOR SHIPMENT AND COMPLETION OF LOADING OF VESSELS AT LOAD PORT:

3.1. SUPPLIER shall so arrange for each shipment of MATERIALS hereunder to conform to the agreed Delivery Schedule and shall nominate each Vessel 30 days in advance from the commencement of the Laycan to the PURCHASER by Fax / E-mail including the following details of the Vessel(s) viz.

i) Name of the Vessel
ii) Flag
iii) Year Built
iv) Name and nationality of the shipowners
v) Class
vi) Type
vii) Length overall
viii) Beam length
ix) Number of hatches / holds
x) Dimensions of hatch openings
xi) Number of cranes and their capacities
xii) Number of grabs and their sizes and lifting capacity per cycle
xiii) Quantity of the MATERIALS proposed to be loaded
xiv) Laydays and ETA the Vessel at loading port
xv) Rate of demurrage / despatch
xvi) IMO No. of the Vessel
xvii) DWT and Max. Draft of the Vessel

The PURCHASER, upon receipt of such nomination, shall fax / e-mail to the SUPPLIER within 2 (two) working days, his acceptance or otherwise of the above nomination.

3.2. The PURCHASER reserves the right to appoint his own protective agent at the Indian port(s) of discharge at the customary agency fee payable by the Vessel to such agent. The Vessel shall appoint its own agents at the Indian port(s) of discharge. The SUPPLIER shall consign the Vessel(s) to RINL / their Agent(s) at the Indian Port(s) of Discharge at customary agency fees payable by the Vessel/ Owners to such agent(s). The Charterer's agency fees must be paid to the agent nominated by RINL within 30 days of completion of discharge at the respective port (s).

3.3. Within 48 hours of sailing of the Vessel from the Load port, the SUPPLIER shall give the following details by Fax/ e-mail to the PURCHASER :

i) Name of the Vessel
ii) B/L weight and value of the cargo
iii) Name of the port of shipment
iv) Date and time of commencement and of completion of loading and
v) Date & time of sailing of Vessel from the port of shipment & Sailing Draft.
vi) ETA VISAKHAPATNAM, India.

## 4.0 OPTION FOR DISCHARGE OF CARGO AT SECOND SAFE BERTH BY THE PURCHASER:

4.1. The PURCHASER shall have the option to discharge cargo from the Vessel at a second safe berth at the same port of discharge. In the event of PURCHASER exercising the option as aforesaid, the Shifting time from anchorage to berth or vice-versa and from one discharging berth to another discharging berth shall not count as Laytime used and the expenses involved in shifting the vessel shall be to the Vessel's account, even if the Vessel is already on demurrage.

4.2. If the Port authorities order the shifting of the Vessel to another safe berth at the same port of discharge, the time involved in shifting and the cost thereof shall be to the account of the Vessel.

4.3. At VPT, Vessel may completely discharge the cargo at outer harbour (or) discharge part quantity at outer harbor berths (General Cargo Berths, NOM, Ore Berth etc) and balance quantity at inner Harbour berths of Vizag Port including berths under control of B.O.T Operator(s) at PURCHASER's option. Supplier shall be required to obtain permission from Port Authorities for berthing of the Vessel at all the locations, if necessary, under Port rules/regulations and also shall furnish indemnity / any other documentary requirements to port authorities for berthing and discharging operation at the berths.

## 5.0 SERVICE OF NOTICE OF READINESS (NOR) FOR DISCHARGE OF CARGO (i.e., THE MATERIALS) BY THE MASTER OF THE VESSEL (MASTER'S NOR):

Upon arrival of the Vessel within the port of discharge and in free pratique and after being ready in all respects to discharge the cargo, the Master of the Vessel shall serve on the concerned Port office(s) of the PURCHASER (referred to in Para 2.1 herein above) the Notice of Readiness (NOR) of the Vessel to discharge cargo (MASTER's NOR) in writing as below:

(a) **For VPT**: in Business hours between 0930 hours and 1630 hours on working days (Monday to Friday) and between 0930 hours to 1200 noon on Saturday excluding Charter Party holidays and closed holidays for the PURCHASER.

(b) **For GPL**: at any time in or out of the office hours.

## 6.0 TIME COUNTING PROVISIONS:

6.1. **At VPT** , Laytime shall commence 24 hours after acceptance of the NOR, served by the Master of the Vessel upon arrival of the Vessel at the outer anchorage or at the pilot station within port limits and in free pratique whether in berth or not and ready in all respects to discharge the cargo, even if used. If the above said time of 24 hours expires on Saturday afternoon/Sunday/Holiday, the Laytime shall commence from 0930 hrs on the next working day, even if used.

**At GPL**, Laytime shall commence 24 hours after acceptance of the NOR, served by the Master of the Vessel upon arrival of the Vessel at the outer anchorage or at the pilot station within port limits and in free pratique whether in berth or not and ready in all respects to discharge the cargo, unless used. If the above said time of 24 hours expires on Saturday afternoon/Sunday/Holiday, the Laytime shall commence from 0930 hrs on the next working day, unless used. If used, actual time used to count.

6.2. The time taken by the Vessel for proceeding from anchorage to the berth shall be treated as transit time and shall be to the account of the Vessel, even if the Vessel is on demurrage.

6.3. In the Statement of Facts, there should be proper notation as to the delays to the shore side or to the Vessel. The time used for grab fixing, gangway placement, draft surveys, Customs formalities and any delays attributable to the vessel shall not count as lay time even if the Vessel is already on demurrage.

6.4. No time shall be counted during rain periods, as mentioned in SOF and on NWWD, as declared by Visakhapatnam Port Trust (VPT) / Gangavaram Port Ltd (GPL), even if discharge operation is continued for some part of time, unless the Vessel is already on demurrage.

6.5. If, after berthing, the Vessel is found by the Port Authorities / PURCHASER not ready in all respects to discharge, laytime will not commence until the Vessel is in fact ready in all respects to discharge.

6.6. In the event of breakdown of gears / cranes / winches and other equipment of the Vessel by reason of disablement or insufficient power etc. the period of such insufficiency shall not count as Lay time, irrespective of whether the Vessel is on demurrage or not.

6.7. Time lost by reason on any or all of the following causes preventing discharge of the cargo shall not be computed as Lay time even if the Vessel is already on demurrage.

i) War, rebellion, tumult, political disturbances, insurrections
ii) Lockouts, Strikes, riots, Civil commotion
i) Epidemics, Quarantine, Landslips, Floods, Frost or Snow, boretides, bad weather.
iv) Stoppage of work, whether partial or general, by workmen, Longshoremen, Tug-boat men or other hands essential to the working of the Vessel or discharge of cargo from the Vessel.
v) Accidents at the wharf.
vi) Intervention of Sanitary, Customs and/or other constituted authorities.
vii) Stoppage, whether partial or total, on rivers and canals.
viii) Any other cause beyond the control of the PURCHASER.

## 7.0 GUARANTEED DISCHARGE RATE:

7.1. The SUPPLIER shall deliver the MATERIALS free in Vessel's holds, reachable on arrival always afloat in one or two safe berths at the nominated port of discharge.

7.2. The Master of the Vessel shall make available all the hatches for discharge of cargo, throughout the period the Vessel is worked for discharge of cargo, unless the MATERIALS in other hatches are completely discharged.

7.3. Subject to the provisions herein above, the PURCHASER will guarantee to discharge the cargo at the average rate as below:

**At VPT**: **12,000** MT PWWD of 24 consecutive hours basis 5 Hatches and min. 4 Cranes of each min. 30 MT SWL capacity fitted with Grabs of each min. 10 CBM capacity serving all hatches.
If the number of hatches is more than 5, then the number of cranes & grabs to be increased proportionately to achieve the guaranteed discharge rate by the PURCHASER, otherwise, the guaranteed discharge rate shall be reduced proportionately. If the crane/grab capacity or no. of cranes/grabs or both is less than that specified above, the guaranteed discharge rate shall be reduced proportionately.
In case of joint survey as set out at 7.4 below, the PURCHASER's guarantee to discharge shall be proportionately reduced.

**At GPL**: No Guaranteed Discharge Rate.

7.4. In case it is felt that the Vessel may not achieve guaranteed discharge rate as mentioned at **Clause 7.3 above**, a joint survey shall be carried out by independent marine surveyors appointed by PURCHASER and SUPPLIER at their respective cost to investigate and to assess the capacities of the self-discharging gear / cranes / grabs of the Vessel and to establish the effective rate of discharge which the Vessel is capable of maintaining. The report of joint survey shall be final and binding on both parties for the purpose of calculation of demurrage / dispatch. The result of the Joint survey shall be recorded in the SOF.

7.4.1. In case the Vessel Master/Owner does not participate in the joint survey even after receiving due notice then the report of the independent surveyor shall be binding on the SUPPLIER and PURCHASER. The survey charges shall be borne and paid for by the SUPPLIER and the PURCHASER in equal proportions.

7.4.2. If, according to the findings of the surveyor, the Vessel is found to be not capable of maintaining the discharge rate guaranteed by the PURCHASER for the relevant port of discharge, the effective rate of discharge which the Vessel may in fact be found to be capable of maintaining as per the findings of the joint survey shall be recorded in the STATEMENT OF FACTS referred to in **Para 8 herein below** and the computation of lay time used shall be based on the rate of discharge as assessed by independent marine surveyor, wherever it is less than the discharge rate guaranteed by the PURCHASER for the relevant port of discharge.

7.5. SHINC provision shall be applicable after commencement of lay time.

7.6. The SUPPLIER to ensure minimum discharge capacity of 15,000 MT per WWD as stipulated at **Para 1.1 above** and RINL shall endeavour to provide required facilities as is done in case of all

other Vessels. In case of any deficiency in respect of Vessel equipment / facilities, a joint survey would be conducted and surveyor report will be final and binding on the SUPPLIER. Consequently if discharge capability is not able to meet ports requirements and if the Vessel is taken out of berth by the Port Authorities, time shall cease to count and the related expenses will be borne by SUPPLIER.

In case the Vessel is unable to discharge as per port norms ,then the PURCHASER at their sole option will have right to engage alternative modes of discharge such as using floating cranes /shore handling facilities /barges etc. with or without utilizing Vessels gears. The time and cost for the same shall be borne by the SUPPLIER.

## 8.0 STATEMENT OF FACTS (SOF):

Immediately after completion of discharge, and before the sailing of the Vessel from the port of discharge, a statement of facts shall be made out at the port of discharge duly signed and distributed amongst.

i) Master of the Vessel / Agents of the Vessel at the port of discharge.
ii) Agents / Representative(s), if any of the SUPPLIER at the port of discharge.
iii) Representative of PURCHASER.

## 9.0 SETTLEMENT OF DEMURRAGE / DESPATCH MONEY ACCOUNT IN RESPECT OF EACH SHIPMENT:

9.1. In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of Laytime used shall be based on the provisions contained herein. Despatch, if any, shall be calculated on the basis of `Working time saved'. The rate of Demurrage / Despatch Money shall be USD 15,000 / USD 7,500 (Maximum) PDPR or as per Charter Party whichever is lesser. In the case of despatch, the SUPPLIER shall remit the agreed amount of despatch to the PURCHASER. In the case of demurrage, the PURCHASER shall remit the agreed amount of demurrage to the SUPPLIER.

9.2. The SUPPLIER shall submit Laytime statement of Demurrage / Despatch calculation within 30 days of completion of discharge. The final settlement of the account of demurrage / despatch in respect of each Vessel shall be effected directly between the SUPPLIER and the PURCHASER on the above basis, within 120 days from the date of discharge completion.

**ANNEXURE – III TO ACCEPTNCE TO TENDER / AGREEMENT NO.PUR. 4.17.00XX/XXXX Dt.**

**PROFORMA OF BANK GUARANTEE (BG) 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 by any Nationalized / Scheduled Commercial Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted.

To
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam – 530 031.

Bank Guarantee No. Dt.

**LETTER OF GUARANTEE**

1. WHEREAS M/s _____ (hereinafter referred to as the SUPPLIER) and MESSERS. RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Acceptance to Tender / Agreement No.Pur. 4.17.00XX/XXXX Dated ..... (hereinafter called the said Acceptance to Tender / Agreement) for the supply of _____ Metric Tons of Iron Ore Fines and / or Iron Ore Lumps (hereinafter referred to as the MATERIAL) on the terms and conditions mentioned therein.

2. We, _____ (name of the bank and branch) at the request of the SUPPLIER, do hereby undertake and indeminify and keep indemnified the PURCHASER to the extent of US$ / EURO / INR _____) against any loss or damage that may be caused to or suffered by the PURCHASER by reason of any breach by the SUPPLIER of any of the terms and conditions of the said Acceptance to Tender / Agreement and/or in the performance of the said Acceptance to Tender / Agreement by the SUPPLIER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Acceptance to Tender / Agreement or in the performance thereof has been committed by the SUPPLIER 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 the bank and 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 Acceptance to Tender / Agreement and that it shall continue to be enforceable for (a) six months after the date of Bill of Lading of the last consignment of the MATERIALS under the said Acceptance to Tender / Agreement or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, 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 the bank and branch) by virtue of this guarantee before the dates referred to at (a) and (b) hereinabove, the same shall be enforceable against us, _____ (name of the bank and branch), not withstanding the fact that the same is enforced after the dates referred to at (a) and (b) hereinabove, 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) and (b) hereinabove, as the case may be. Payment 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. It is fully understood that this Guarantee shall become effective from the date of the said Acceptance to Tender / Agreement and that We, _____ (name of the bank and branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, _____ (name of the bank and branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Acceptance to Tender / Agreement or to extend the time of performance of the said Acceptance to Tender / Agreement by the SUPPLIER 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 SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Acceptance to Tender / Agreement and we, _____ (name of the bank and branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SUPPLIER or any forbearance and/or commission 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 the bank and 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. We _____ (name of bank and branch) hereby further undertake that this guarantee can be invoked at the counters of our branch at Visakhapatnam whose address is given below and which shall cater to the claim lodged on us and shall be acceptable :

   _____
   _____

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

FOR AND ON BEHALF OF
Name of the bank & branch

Signature:
Name:
Duly Constituted Attorney & Authorised Signatory
Designation
Name of the bank & branch

Place : Visakhapatnam
Date:

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

(NAME AND ADDRESS TO BE SPECIFIED)

## ANNEXURE III A OF ACCEPTNCE TO TENDER / AGREEMENT

## 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 singing 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:<br><br>"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 |
| 13 | Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam. | Yes / No |

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

**Signature of the Tenderer**

**Date: …….**

**ANNEXURE – IV TO ACCEPTNCE TO TENDER / AGREEMENT NO.PUR. 4.17.00XX/XXXX Dt.**

## DECLARATION REGARDING INCOME TAX

**(on the letter head of the party to be submitted along with Techno-Commercial Bid)**

To
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031
Andhra Pradesh, India.

Sub: Undertaking for foreign payments towards supply of Iron Ore Fines' and `Iron Ore Lumps'

Ref: Acceptance to Tender / Agreement (Contract) No. Pur.4.17.00XX/XXXX Dt.

***

Dear Sirs,

This is to certify that ---------- (*Name and Address of the Party*) is a tax resident of ---------- *(Name of the country)* in terms of Article --------- of the Double Taxation Avoidance Agreement (DTAA) between India and --------- (*Name of the Country*) and as certified by the Tax authorities of ---------- (*Name of the Country*) in the enclosed Tax Residency Certificate along with self declaration Form 10F.

We do hereby also declare that the "Supply of `Iron Ore Fines' and `Iron Ore Lump' activity in connection with the subject Contract have been / would be entirely executed on the high sea as off-shore supply i.e. no portion of the above activity will be executed from any Permanent Establishment" within India.

As such, any income arises under the price towards the above functions payable by VSP / RINL against the subject contract as mentioned in (ref of relevant clause of price schedule) is subjected to Article ----- of India - --------- (*Name of Country*) DTAA, i.e. under the heads "Business Income".

We further declare that no activity is carried out in India in connection with that supply and that no Permanent Establishment is existing in India / no role is played by Permanent Establishment if any, exists. So as required under Article ------ of DTAA between India and -------- (*Name of the Country*) the remittances under the above said supply contract is not chargeable to tax in India. Hence, as per Section 195 read with Section 90 (2) of the Indian Income Tax Act 1961, the responsibility of withholding tax on such remittance does not arise with RINL. In case it is otherwise proved by the Income Tax authorities and any levy of taxes / penalties on RINL, M/s ---------- (*Name of the Party*) shall indemnify RINL on this account.

Yours faithfully,

(Name and designation of the person on behalf of the Supplier)

**Note:** Format of Self Declaration Form 10F is placed in the Tender Documents at Page Nos. 62 & 63

**Form No. 10F**

**[See sub-rule (1) of rule 21AB]**

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I_____*son/daughter of Shri_____in the capacity of_____ (designation) do provide the following information, relevant to the previous year_____, *in my case/in the case of _____for the purposes of sub-section (5) of *section 90/section 90A : -

| Sl. No. | Nature of information | Details # |
|---|---|---|
| (i) | Status (individual, company, firm etc.) of the assessee | |
| (ii) | Permanent Account Number (PAN) of the assessee if allotted | |
| (iii) | Nationality (in the case of an individual) Or Country or specified territory of incorporation or registration (in the case of others) | |
| (iv) | Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident | |
| (v) | Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable | |
| (vi) | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable | |

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of_____ (name of country or specified territory outside India).

Signature: _____
Name : _____
Address : _____

Permanent Account Number: _____

## Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____.

Place: _____ Signature of the person providing the information

**Notes :**

1. * Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section
(4) of section 90A.”.

## PART – VIII OF TENDER DOCUMENTS

### (GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 Dt.11.09.2014 )

### A) LETTER OF ASSURANCE OR AUHORITY FROM `IRON ORE FINES' AND /OR `IRON ORE LUMPS' MINE OWNER / PRODUCER

To
EXECUTIVE DIRECTOR (MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender Notice No.PUR. 4.17.0015/0062 Dt. 11.09.2014 .

We..... (name & address) an established and reputed `Iron Ore Fines' and / or `Iron Ore Lumps' Mine owner / Producer of..... (name and address of mine) do hereby make an offer in response to the subject Invitation to Tender.

No Company / firm or individual are authorised to represent us in regard to this business against this specific Tender.

In the event, our offer being considered by RINL for acceptance, we shall be responsible for the due and timely performance of the Acceptance to Tender / Agreement.

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender.

Yours faithfully,
(NAME)

for & on behalf of M/s.....
(Signature and Name of `Iron Ore Fines' and /or `Iron Ore Lumps' Mine owner / Producer with seal)

(**Note**: This letter of authority should be on the Letter Head of `Iron Ore Fines' and /or `IRON Ore Lumps' Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the `Iron Ore Fines' and /or `Iron Ore Lumps' Mine owner / Producer).

## PART – VIII OF TENDER DOCUMENTS

## (GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 Dt.11.09.2014 )

### B) LETTER OF AUTHORITY FROM `IRON ORE FINES' AND /OR `IRON ORE LUMPS' MINE OWNER / PRODUCER

To
EXECUTIVE DIRECTOR(MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender Notice No. PUR. 4.17.0015/0062 Dt. 11.09.2014.

We..... (name and address) an established and reputed `Iron Ore Fines' and /or `Iron Ore Lumps' Mine owner / Producer of..... (name and address of mine) do hereby authorise M/s.....(Name and address of SUPPLIER) to make an offer in response to this invitation to Tender.

No Company/firm or individual other than M/s.....is authorised to represent us in regard to this business against this specific Tender.

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

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully,
(NAME)

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

(Signature and Name of `Iron Ore Fines' and / or `Iron Ore Lumps' Mine owner / Producer with seal)

(Note: This letter of authority should be on the Letter Head of `Iron Ore Fines' and / or `Iron Ore Lumps' Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the `Iron Ore Fines' and / or `Iron Ore Lumps' Mine owner / Producer).

## PART – IX OF TENDER DOCUMENTS

## (GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 Dt. 11.09.2014)

## DECLARATION REGARDING INDIAN AGENT

To
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 Tender Notice No PUR. 4.17.0015/0062 Dt. 11.09.2014 for supply of `Iron Ore Fines' and `Iron Ore Lumps'.

1. With reference to the subject Tender, we wish hereby inform you that we have appointed ……. as our Indian Agent and furnished the commission / remuneration payable to them in the Price Bid **(PART-B).** The other details are given below:

| | | |
|---|---|---|
| a | Nature (Individual / Proprietory Firm / partnership Firm / Limited Company) | |
| b | Name (s) of the Proprietor / Partners / Directors | |
| c | Registered Address | |
| d | Correspondence Address | |
| e | Contact Person | |
| f | Mobile Nos. | |
| g | Phone Nos. | |
| h | Fax Nos. | |
| i | E-mail IDs | |
| j | Web Address | |
| k | Extent of authorization (copy of Agreement / MOU in this regard is enclosed) | |

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it at the Closing Bid Rate as per Reuters on the previous working day of Bill of Lading (B/L) Date and it shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land.

3. In the event of an Agreement materialising, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Loadport and Disport.

4. It is declared that the Indian Agent is an Independent Agent and is acting on behalf of the non-resident in the normal course of his business as a broker, general Commission Agent or as an Independent Agent and ;

(a) He does not have and habitually exercises in India , an authority to conclude contracts on behalf of the non – resident ;

(b) He does not habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident ;

(c) He does not habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident ;

(d) He does not work mainly or wholly on behalf of the non–resident (principal non – resident) or on behalf of such non – resident and other non-resident which are controlled by the principal non – resident or having a controlling interest in the principal non – resident or are subject to the same common control as the principal non – resident ;

The above mentioned facts are true and in case any Indian Income tax liability arises on RINL / VSP by virtue of any incorrect statement in the above declarations, we would indemnify RINL / VSP for the consequences

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

## PART – X OF TENDER DOCUMENTS

**(GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 Dt. 11.09.2014 )**

## PROFORMA FOR SHIPPING / LOADPORT DETAILS

| | | | |
|---|---|---|---|
| 1. | Quantity offered (To be same as indicated in Part - B i.e. Price Bid) | : | ……..... Metric Tonne |
| 2. | Name and Location of Port of Loading | : | |
| 2.1 | Tenderer's confirmation that the above mentioned Loadport conforms to the International Ship and Port Facility Security (ISPS) code stipulated by the International Maritime Organisation – | : | |
| 3. | Restrictions, if any, (as to vessel dimensions etc.) at the Port of Loading, type and size of vessel | : | |
| 4. | Loading facilities at the Loadport (Viz. whether Automatic / manual ship loaders, shore grabs etc.) | : | |
| 5. | Clearance dimensions of the loading gantries | : | |
| 6. | Sailing draught at the Loadport | : | |
| 7. | Amount of Taxes/Levies / Dues, if any, payable by ship owners at the Port of Loading | : | US $ ……..... |
| 8. | Stowage Factor | : | |

THE TENDERER AGREES TO COMPLY WITH THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY (ISPS) CODE STIPULATED BY THE INTERNATIONAL MARITIME ORGANISATION, WHICH HAS COME INTO EFFECT W.E.F 1$^{ST}$ JULY 2004. FAILURE ON THE PART OF THE TENDERERS TO COMPLY WITH THE ISPS CODE's REQUIREMENTS AND/OR THE LOADPORT NOT CONFORMING WITH THE ISPS CODE AS STATED IN **CLAUSE 2.1 HEREIN ABOVE** AND ANY DELAYS CAUSED BY SUCH FAILURES SHALL BE TO TENDERER'S ACCOUNT.

**NOTE : Filled in proforma to be submitted by the Tenderer along with Part –A (Techno-Commercial) Bid.**

**NAME & SIGNATURE OF**
**THE AUTHORISED SIGNATORY OF THE TENDERER**

**(NAME OF THE TENDERER)**

## PART – XI OF TENDER DOCUMENTS

## (GLOBAL TENDER NOTICE NO. PUR. 4.17.0015/0062 Dt. 11.09.2014 )

## INTEGRITY PACT

**Rashtriya Ispat Nigam Limited (RINL)** hereinafter referred to as **"The Principal",**

And

……. hereinafter referred to as **"The Bidder/Contractor"**

### Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **(nature of contract, in brief)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor(IEM) by name, from the panel of IEMs, at the Tender stage, for monitoring the Tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the PARTies concerned.

### Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the Tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.

b. The Principal will, during the Tender process treat all Bidders with equity and reason. The Principal will in PARTicular, before and during the Tender process,provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

### Section 2 – Commitments of the Bidder(s)/contractor(s):

(1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his PARTicipation in the Tender

process/during the contract execution(in case of Bidder to whom the contract has been awarded).

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the Tender process or during the execution of the contract or to vitiate the Principal's Tender process or contract execution.

b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in PARTicular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's Tender process or execution of the contract.

c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or Document provided by the Principal as PART of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from Tender process and exclusion from future contracts:**

(1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the Tender process or to terminate the contract, if already awarded, for that reason, without

prejudice to other remedies available to the Principal under the relevant GCC of the Tender/contract.

(3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future Tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in PARTicular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future Tenders/Contract award processes.

(5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.

(6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

**Section 4 – Compensation for Damages:**

(1) If the Principal has disqualified the bidder from the Tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is aPART from the exclusion of the Bidder from future Tenders as may be imposed by the Principal, as brought out at Section 3 above.

(2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is aPART from the exclusion of the Bidder from future Tenders as may be imposed by the Principal, as brought out at Section 3 above.

**Section 5 – Previous transgressions:**

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process. The contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(3) The Principal will disqualify from the Tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ subcontractor(s) :**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the CVO of RINL.

**Section 8 – Independent External Monitor(s)(IEM(s)):**

(1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the PARTies concerned complied with the obligations under this Integrity Pact,

(2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved PARTy with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the Tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

(3) The IEM is not subject to instructions by both the PARTies and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.

(4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all Tender/contract Documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender/contract Documentation. The same is applicable to unrestricted and unconditional access to Tenders / contract Documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and Documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

(5) IEM will have the right to attend any meeting between RINL and CounterPARTies in respect of the cases falling under the purview of IP.

(6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the PARTies that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.

(9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.

(10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

**Section 9 – Duration of the Integrity Pact:**

(1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

**Section 10 – Other provisions:**

(1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a PARTnership firm/ Consortium, this Pact must be signed by all PARTners/ Consortium members, or their Authorized Representative(s) by dulyfurnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this Pact turnout to be invalid, the remaining PART of the Pact remain valid. In this case, the PARTies will strive to come to an agreement with regard to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever CounterPARTy or Bidder or Contractor is mentioned, the same would include both singular and plural.

| | |
|---|---|
| _____ | _____ |
| (For & On behalf of the Principal) | (For & On behalf of Bidder/ Contractor) |
| (Office Seal) | (Office Seal) |
| Place ---------- | |
| Date ---------- | |
| Witness 1: | Witness 2: |
| (Name & Address) | (Name & Address) |
| _____ | _____ |
| _____ | _____ |

## GUIDELINES FOR INDIAN AGENTS OFFOREIGN "SUPPLIERS/CONTRACT AGENCIES"

1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).

1.2 Wherever the Indian representative has communicated on behalf of their foreignsupplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

### 2.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:

2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:

2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

### 3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:

3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:

3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to Tender either directly or through their agent(s)/representative(s).

3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.

3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.

4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.

4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

******

**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**

**Volume-II** of Tender Document downloaded from www.vizagsteel.com by (to be submitted in a separate sealed cover as per the Instructions to Tenderers)

Messers: _____

_____

_____

_____

(Signature and seal of the Tenderer)

**A1) Price Schedule for `IRON ORE FINES' / `IRON ORE LUMPS'**

**(for a Parcel size of 50,000 MT +/-5%)**

**For *Imported Supplies* / *Indigenous Supplies by Sea*,**

| S.No. | Item | Pl. furnish the details |
|---|---|---|
| 1 | Country of Origin | |
| 2 | Port of loading | |
| 3 | Quantity offered in Metric Tonne (MT) | |
| **F O B PRICE /MT (US$ / EURO in figures as well as in words)** | | |
| 4 | Price per MT FOB (Trimmed) Port of loading named at (2) above | |
| 5 | Total FOB value of the quantity offered (3 x 4) | |
| 6 | Agent's Commission (if any) per MT included in 5 above | |
| 7 | **FREIGHT RATE / MT FOR `GANGAVARAM PORT'**<br><br>**(US$ / EURO in figures as well as in words)** | |

.....

Signature and Seal of the Tenderer

**Note: Tenderers shall submit separate Price Schedule for each of the Item i.e., `Iron Ore Fines' and `Iron Ore Lumps' in case both the items are offered**

**A2) FREIGHT OFFER FOR `VISAKHAPATNAM PORT' for `IRON ORE FINES' / `IRON ORE LUMPS'**

**(for a Parcel size of 50,000 MT +/-5%)**

**For *Imported Supplies* / *Indigenous Supplies by Sea* :**

| S.No. | Item | Pl. furnish the details |
|---|---|---|
| 1 | **FREIGHT RATE / MT FOR `VISAKHAPATNAM PORT'**<br><br>**(US$ / EURO in figures as well as in words)** | |

.....
Signature and Seal of the Tenderer

**Note: Tenderers shall submit separate Freight offer for Visakhapatnam Port' for each of the Item i.e., `Iron Ore Fines' and `Iron Ore Lumps' in case both the items are offered**

**C) Price Schedule for `IRON ORE FINES' / `IRON ORE LUMPS'**

**(for a lot of 12 rakes)**

**For Indigenous Supplies by rail:**

| | | | |
|---|---|---|---|
| 1 | Quantity offered in Metric Tonne (MT) | | |
| | **Price** | | **(Rupees in figures as well as in words)** |
| 3 | Price per MT FOR VSP Siding, Visakhapatnam with break-up as below (3.1 + 3.2 + 3.3 + 3.4 + 3.5) | | |
| | 3.1 | Basic Price per MT | |
| | 3.2 | Royalty Duty (@ ____%) per MT | |
| | 3.3 | Cess per MT | |
| | 3.4 | Sales Tax (CST/APVAT) (@_____%) per MT | |
| | 3.5 | Freight per MT | |
| 4 | Total FOR VSP Siding, Visakhapatnam Value of the quantity offered (1 x 3) | | |

.....
Signature and Seal of the Tenderer

**Note: Tenderers shall submit separate Price Schedule for each of the Item i.e., `Iron Ore Fines' and `Iron Ore Lumps' in case both the items are offered**