

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

Tender document downloaded from www.vizagsteel.com by

Messers:

(Signature and seal of the Tenderer)

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 THE SUPPLY OF `IMPORTED SMS DOLOMITE (FLUX GRADE)'

Broad Description of Tender Documents

S.No	Description	Page Nos.
Volume-I:		
1	Global Tender Notice	3
2	Invitation to Tender (ITT)	4 - 5
3	Technical Specification of `Imported SMS Dolomite (Flux grade)' (PART- I)	6
4	Instructions to Tenderers (PART- II)	7 - 19
5	Proforma for Bid Bond in the form of Bank Guarantee (PART- III)	20 – 22
6	Proforma for Letter of Acceptance (PART- IV)	23 - 24
7	Checklist (PART- V)	25 - 26
8	Draft Terms and Conditions of Acceptance to Tender / Agreement (PART- VI)	27 – 38
9	Terms & Conditions for delivery on the basis of FOB (Trimmed) Named Port(s) of Loading (ANNEXURE - II A) to Acceptance to Tender / Agreement)	39 - 42
10	Terms & Conditions for shipment of the material on the basis of C&F (Free out), Visakhapatnam (ANNEXURE – II B) to Acceptance to Tender / Agreement)	43 - 48
11	Proforma of Performance Guarantee Bond (ANNEXURE - III)	49 - 51
12	Proforma for Declaration regarding Income Tax towards foreign payments	52 - 54
13	Proforma of Letter of Assurance / Authority from Mining Agency (PART- VII)	55 - 56
14	Proforma for Declaration of Indian Agent (PART- VIII)	57 - 58
15	Integrity Pact (PART- IX)	59 - 63
Volume-II (to be submitted a separate sealed cover):		
1	Price Schedules	64 - 66

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**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(Government of India Enterprise)**

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
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**GLOBAL TENDER NOTICE FOR THE SUPPLY OF `IMPORTED SMS DOLOMITE
(FLUX GRADE)'**

Tender No. PUR 20000155/0262 Dt. 13.02.2015

Sealed Tenders are invited for the supply of 50,000 Metric Tons of `Imported SMS Dolomite (Flux Grade)' with a Shipping Tolerance of +/-5% as per the specifications indicated in Tender document

Last date & time for receipt of Tenders : 13.03.2015 by 10.30 HRS(IST)

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 last date of receipt of tender 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 RINLs website regularly for any Corrigendum / Addendum.**

EXECUTIVE DIRECTOR (MM)

RASHTRIYA ISPAT NIGAM LIMITED
(Government of India Enterprise)
MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
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GLOBAL TENDER NOTICE FOR IMPORT OF SMS DOLOMITE (FLUX GRADE)

TENDER NO. PUR. 20000155/0262 Dt. 13.02.2015

INVITATION TO TENDER (ITT) FOR SUPPLY OF IMPORTED SMS DOLOMITE (FLUX GRADE)

- 1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant, invites SEALED BIDS IN TWO PARTS (**PART – A : TECHNO-COMMERCIAL BID** and **PART – B : PRICE BID** in separate envelopes), for supply of **50,000 MT +/-5%** of 'Imported SMS Dolomite (Flux Grade)' as per the specifications indicated at **PART- I** of ITT.(VITAL)
- 2.0 **Delivery :** The delivery preferred by RINL / VSP is within one month from the date of placement of Purchase Order in a mutually agreed laycan. However, the Tenderer may offer their earliest & best delivery.

Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein.
- 3.0 RINL / VSP intends to procure the total quantity of 'Imported SMS Dolomite (Flux Grade)' against this tender, **from a single source.**
- 4.0 In case the offered quantity is less than 50,000 MT, the offer shall not be considered for further evaluation by RINL (VITAL).
- 5.0 The offer should be submitted in a sealed envelope clearly superscribing "Global Tender for supply of 'Imported SMS Dolomite (Flux Grade)' against Global Tender No. PUR. 20000155/0262 Dt. 13.02.2015 **due on 13.03.2015 (VITAL)**, at the office of EXECUTIVE DIRECTOR(MM), BLOCK-A, PURCHASE DEPARTMENT, ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM- 530 031 (A.P.) – INDIA. The tenders shall be received upto **10.30 Hours (IST) on 13.03.2015 (VITAL)** and Techno-Commercial part (**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 the Sealed Price Bids (**PART - B**) of the Tenderers who have been Techno-Commercially found 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.
- 6.0 The successful Tenderer has to execute a Performance Guarantee Bond (PBG) in the form of a Bank Guarantee for 5% of the CFR (FO) value within fifteen days of issue of Acceptance to Tender / Agreement.
- 7.0 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The Tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL / VSP on its website.

- 8.0 RINL / VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 9.0 Notwithstanding anything specified in this tender document, PURCHASER in its sole discretion, unconditionally and without having to assign any reason reserves to itself 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 conforming to the tender terms.

EXECUTIVE DIRECTOR (MM)

PART – I OF INVITATION TO TENDER (ITT)

(GLOBAL TENDER NOTICE NO. PUR.20000155/0262 Dt. 13.02.2015)

**TECHNICAL SPECIFICATIONS OF 'IMPORTED SMS DOLOMITE (FLUX GRADE)'
(VITAL)**

SL. No (1)	TECHNICAL PARTICULARS (2)	SPECIFICATIONS	
		DESIRED (3)	ABSOLUTE LIMITS (4)
1	Chemical:		
	Ca O	29.00% Min.	29.00% Min.
	Mg O	21.00% Min.	19.00% Min.
	Si O ₂	1.00% Max.	2.00% Max.
	Al ₂ O ₃	0.50% Max.	1.00% Max.
	Fe ₂ O ₃	0.50% Max.	1.50% Max.
	Total Moisture	0.50% Max.	0.50% Max.
2	Physical:		
	Size:	25 – 50 mm	
	-25mm	5.00% Max.	5.00% Max.
	+50mm	5.00% Max.	5.00% Max.

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

PART – II OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR.20000155/0262 Dt. 13.02.2015)

INSTRUCTIONS TO TENDERERS:

1.0 CREDENTIALS AND SUPPORTING DOCUMENTS :

1.1 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED 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:

- (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 Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates of the materials / Notarised Copies of Acceptance Note of the materials / Self Attested 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-enlisted vendor shall necessarily accompany the above documents. The tender of such un-enlisted vendor shall be rejected if RINL / VSP finds that the credibility of the un-enlisted Vendors is not satisfactory on the basis of the documents furnished / to be furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

1.2 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS IN THE TECHNO-COMMERCIAL BID (PART- A).

1.2.1 Tenderers who may be `SMS Dolomite (Flux Grade)` Producers owning Dolomite mines or `SMS Dolomite (Flux Grade)` Suppliers offering `SMS Dolomite (Flux Grade)` produced by `SMS Dolomite (Flux Grade)` producers shall furnish information covering the following aspects:

- a) Country of origin of `Imported SMS Dolomite (Flux Grade)`
- b) Nature of mining operations clearly indicating whether the `Imported SMS Dolomite (Flux Grade)` offered is from Underground / Opencast Mines.
- c) The `Imported SMS Dolomite (Flux Grade)` offered is from a single identifiable mine / seam.
- d) Production capacity of Dolomite mines and average annual production for the last three years.
- e) Estimated reserves of SMS Dolomite mines.
- f) Distance of the mines to the nearest port of shipment and mode of transport to the port of shipment.
- g) Brand names of the `Imported SMS Dolomite (Flux Grade)` offered.

- 1.2.2 Tenderers who are Producers / Mine owners of 'SMS Dolomite (Flux Grade)' shall furnish in **original** the **Letter of Assurance** as per proforma at **PART – VII (A)** of the Tender documents. Tenderers who may be 'Imported SMS Dolomite (Flux Grade)' Suppliers shall furnish in original the **Letter of Authority** from the 'SMS Dolomite (Flux Grade)' Producers / Mine Owners as per proforma at **PART – VII (B)** of the Tender documents, specifically authorizing the said 'Imported SMS Dolomite (Flux Grade)' 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 1.1 above.
- 1.2.3 Tenderer is required to submit a certificate from a reputed international Test House indicating the specific values of each of the parameters as mentioned in **PART- I** of these Tender document individually (but not as range of values) and certifying that the MATERIAL as may be offered to be supplied to the PURCHASER conforms to the tender specifications. The certificate should also indicate whether the 'SMS Dolomite (Flux Grade)' offered is from a single identifiable mine / seam.
- 1.2.4 **Submission of Bid Bond as per PART- III of the tender document (VITAL).**
- 1.2.5 Submission of letter as a token of acceptance of terms and conditions mentioned in the tender, as per the proforma at **PART- IV** of the tender document.
- 1.2.6 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
- 1.2.7 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.**
- 1.2.8 The Tenderer shall also enclose an **Independent Auditor's Certificate** certifying the quantity, applicable price and period of delivery for the 'Imported SMS Dolomite (Flux Grade)' offered which is being supplied to other internationally known and established Steel Plants (with details).
- 1.2.9 Acceptance of **Parcel size of 50,000 MT +/-5% shipping tolerance**
- 1.2.10 Acceptance of the **Technical Specifications** given in **PART- I** of the Tender document. (**VITAL**)
- 1.2.11 Acceptance of the **rebate / diminution structure** under Clause 6.0 of PART- VI of the tender document .
- 1.2.12 Acceptance of Clause 5.3 of Instructions to Tenderers (**PART- II**) of Tender document.
- 1.2.13 Acceptance to submit **Performance Guarantee (PG) Bond** as per **ANNEXURE - III of PART - VI** of the tender document (**VITAL**) and Clause 11.0 of PART – VI of the Tender Document

- 1.2.14 In case more than one offer is received from a Tenderer directly and through his agents – only the lowest of the Techno-Commercially Acceptable offer received within the time and date fixed for submission of offers will be considered by RINL and the same will be binding on the Tenderer.
- 1.2.15 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**) along with the duly filled in Application form for registration of Indian Agent as detailed at Clause 10.1.4 below.
- 1.2.16 The Tenderers are requested to fill up the **Check List** enclosed at **PART- V** of tender document and submit along with the Techno-Commercial Bid : **PART- A**.
- 1.2.17 The **Price Schedules** 'A1' & 'A2' after blanking the prices and mentioning the currency of quoted prices.
- 1.2.18 Submission of **Declaration regarding Income Tax towards foreign payments** as per **ANNEXURE - IV** to Draft Terms and Conditions of Acceptance to Tender / Agreement (**PART- VI**).
- 1.2.19 Self Attested **Copy of a valid mining lease license (English version)**, from the concerned authorities of the respective country, from where they propose to supply the subject 'SMS Dolomite (Flux Grade)'

2.0 **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 Dolomite Producer(s) owning Dolomite Mines and producing Imported SMS Dolomite (Flux Grade) duly submitting **Letter of Assurance in original** as per the proforma at **PART – VII (A)** of Tender documents.

(or)

Dolomite suppliers offering SMS Dolomite (Flux Grade) duly backed by a **Letter of Authority in original** of the concerned Dolomite Mining Agency as per the proforma at **PART – VII (B)** of Tender documents, specifically authorizing the said 'Imported SMS Dolomite (Flux Grade)' supplier to make an offer in response to this Invitation to Tender.

3.0 **SPECIFICATIONS :**

- 3.1 RINL / VSP desires to procure 'Imported SMS Dolomite (Flux Grade)' as per the Technical Specifications indicated at **PART- I** of ITT.
- 3.2 **The bids outside the desired specifications but within the Absolute Maximum / Minimum Limit as stipulated under Column-4 of PART- I:** Tender documents would be financially evaluated as per penalties indicated at Clause 6.0 of **PART - VI**: in the Draft Terms and Conditions of Acceptance to Tender / agreement. However, if any of the above properties of 'SMS Dolomite (Flux Grade)' offered falls outside the Absolute Maximum / Minimum limits stipulated under Column-4, such offers shall not be considered by RINL / VSP.
- 3.3 Specifications offered in a manner superior to those desired by RINL / VSP will not receive any extra credit / weightage.
- 3.4 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance to Tender / Agreement.

3.5 RINL / VSP shall have the right to terminate the Order, without any liability, whatsoever, in the event of supplies not meeting the stipulated specifications and/or not being found suitable by the RINL / VSP. The decision of the RINL / VSP, whether the supplies is suitable or not, even if it meets the stipulated specification, shall be final.

4.0 **BID MONEY / BID BOND:**

4.1 Offers, accompanied with Bid money (**VITAL**) either in Indian rupees (or) US Dollars (or) Euro by means of either a Demand Draft (or) Account payee Banker's 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 for an amount of **Rs. 7,50,000.00 (Rupees Seven Lakh and Fifty thousand only) (or) US \$ 12,135.00 (US Dollars Twelve Thousand One Hundred and Thirty Five only) (or) EURO 10,765.00 (Euro Ten Thousand Seven Hundred and Sixty Five only)** will be considered. 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 Bankers' 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.

4.2 This Bid Money will not earn any interest.

4.3 **The Tenderers may please note that the Bid Bond / Bid Money shall 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 for any clarifications .

4.4 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).

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 11.0 of PART – VI of Tender Documents.

- 4.5 In case the offer submitted is withdrawn or modified by the Tenderer in a manner not acceptable to the PURCHASER, before the expiry of validity or if Performance Guarantee Bond is not submitted within the time allowed as per terms and conditions, the Bid Bond / Bid Money shall be forfeited by RINL / VSP without any further reference to the Tenderer .

5.0 QUOTING OF PRICES :

- 5.1 **Currency and Unit of Weight:** The price of MATERIAL offered should be quoted in US Dollars / Euro / Indian rupees on per Metric Ton (of one thousand kilograms each) basis in the Price Schedules given at Volume – II of the tender document.
- 5.2 The price of the MATERIAL offered should be quoted on the basis of FOB(Trimmed) together with name of port of loading and CFR (Free out) Visakhapatnam, for supply of 50,000 MT +/-5% of 'Imported SMS Dolomite (Flux Grade)' as per offered specification.
- 5.2.1 **The Price schedule with freight offer for 'GPL'(A1) and Freight offer for 'VPT'(A2) shall be submitted in separate sealed envelopes clearly superscribing Price schedule (A1) and Freight offer for 'VPT' (A2) respectively, and both the covers shall be put in a separate sealed Envelope superscribing 'Price Bid' (PART – B) for 'Imported SMS Dolomite (Flux Grade)'.**

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.**

- 5.3 The shipment shall normally be arranged on FOB basis. In the event of dispensation from the Transchart, Ministry of Surface Transport, Government of India, the shipments will be taken on CFR basis. The shipment either on FOB(T) basis or CFR(FO) basis shall be decided by the PURCHASER, 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.**
- 5.4 RINL shall be conducting reverse e-auction prior to opening of Price Bids of all the Technically & Commercially Acceptable (TA & CA) Tenderers All TA & CA Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at Clause 5.4.1 below. **In case of reverse e-auction the Tenderer would be required to quote prices only in Landed Net of Cenvat Prices (LNCP) on CFR basis. Modalities of evaluation of Landed Net of Cenvat Price is given at Clause 5.4.5.**
- 5.4.1 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.
- 5.4.2 Definition of key terms for reverse auction and RINL's reverse e-auction user manual is uploaded on our 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 Limited' (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 Trust (VPT)' in terms of Percentage (%) of freight rates offered for 'Gangavaram Port Limited (GPL)' in the Reverse e-auction which is a pre-condition for participating in the Reverse e-auction

5.4.3 After the Reverse e-auction is conducted, the lowest bid tenderer shall submit the break-up of LNCP in the format of Illustration of Calculation of LNCP 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 in two working days, so as to enable them or their authorised representatives to be present at the time of opening of the Price Bids, if they so desire.

5.4.4 Based 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 (i.e. Sealed price bid prices and reverse e-auction prices) of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 Price (LNCP) so arrived.

5.4.5: Illustration for calculation of Landed Net of Cenvat Price (LNCP) :

S.No	Details		GPL Discharge
1	Quoted FOB Price - US\$/MT		100.00
2	Freight - US\$/MT		10.00
3	CFR Price - US\$/MT (S No 1 + 2)		110.00
4	CFR Price - Rs/MT (S.No. 3 * Exchange Rate)		5,170.00
5	Insurance – Rs 30 per Lakh (S.No. 4 * 30/100000)		1.55
6	Service Tax on Insurance over Premium @ 12.36%	12.36%	0.19
7	CIF Price - Rs./MT (S No 4 + 5 + 6)		5,171.74
8	Assessable CIF (% landing Charges)- Rs./MT (1.01 * S.No 7)	1.00%	5,223.46
A	DUTY STRUCTURE		
9	Basic Duty @ 2.5% (2.5% of S.No 8)	2.50%	130.59
10	Cess - Rs1.00/MT		1.00
11	Education Cess on Duty (3% on S.No 9+10)	3.00%	3.95
12	Additional Duty @4% (S No 8 + 9 +10+11)*4%	4.00%	214.36
13	Total Duty+ Cess (S.No. 9+10+11+12)		349.90
14	CIF Price incl. of Duties & Cess (S.No. 7+13)		5,521.64
B	HANDLING CHARGES		
15	Stevedoring charges		270.00
16	C&F charges		
17	PORT (Wharfage Charges)		
18	Siding & Haulage Charges + Terminal handling Charges + Pollution Control Charges		
19	Service Tax on Handling charges	12.36%	33.37
20	TOTAL HANDLING CHARGES		303.37
21	Inland Railway Freight		161.66
22	Service Tax on Railway Freight	3.708%	5.99
23	Landed Price - Rs./MT (S No. 14 + 20 + 21 +22)		5,992.66
24	L/C charges (Rs 5,618 for 1 Crore of CFR Value)		2.90
25	Final Landed Price – Rs. M/T (S No 22 + 23)		5,995.56
26	Landed Net of CENVAT Price – Rs./MT(S No 25-6-12-19-22)		5,741.65
	Exchange rate considered for evaluation : 1 US \$ = Rs.		47.00

Note: 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 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 Sealed Price Bids shall be considered for evaluation.

Any revision in Taxes & Duties which are statutory in nature, Inland Transportation, Handling charges, etc, prevailing at the time of Reverse e-auction / opening of Sealed Price bids (as the case may be) shall be considered for evaluation of the offers.

- 5.5 **Firm Price:** Both the F O B and C F R prices quoted by the Tenderer shall be firm for the entire period of Tenderer's performance of the Acceptance to Tender / Agreement and shall not be subject to any variation on any account (VITAL).
- 5.6 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 prices 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 shall prevail and the break-up shall be back-calculated from the Price.
- 5.7 The Tenderers should quote their prices for the following two options:
- a) With Supplier's Credit of 180 days.
 - b) Without Supplier's Credit

Offers with supplier's credit, will be considered by PURCHASER at his 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.

- 5.8 In case of order on 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 TT Bill Buying rate of "State Bank of India " prevailing on one day before the scheduled date of Reverse e-auction / as on the date of opening of Sealed Price Bid / Closing bid rate as per Reuters as on the date of negotiation of L/C. In case of placement of order on Indian Firm on 'High Sea Sales basis' , Taxes & Duties applicable if any, shall also be considered at actuals for arriving at Landed Net of Cenvat Price
- 6.0 **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.
- 7.0 **TAXES AND DUTIES :**
- 7.1 The successful Tenderer shall be entirely responsible for all Taxes, Stamp Duties, Licence fees and other such levies imposed outside india and the prices quoted shall be deemed to be inclusive of all such duties, unless otherwise specifically mentioned.

- 7.2 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 to Draft Terms and Conditions of Acceptance to Tender / Agreement (PART - VI) along with Techno-Commercial Bid.**
- 8.0 **EVALUATION OF THE OFFERS :** The Technically & Commercially acceptable offers submitted will be evaluated on Landed Net of Cenvat Price on CFR basis at the discretion of the PURCHASER and the decision of the PURCHASER in this regard shall be final and binding. **Calculation of Landed Net of CENVAT (LNCP) and evaluation of the offers are detailed at Clause 5.4.5 above.** In case of placement of order on Indian Firm on 'High Sea Sales basis', Taxes & Duties applicable, if any, shall also be considered at actuals for arriving at Landed Net of Cenvat Price .
- 8.1 **The freight offer for GANGAVARAM PORT on Landed Net of Cenvat Price (LNCP) basis will be considered for evaluation purposes.**
- 8.2 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.
- 8.3 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.**
- 8.4 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. RINL also reserves the right to avail the lowest priced options available for placement of order
- The offers outside the desired limits but within the absolute limits would be financially evaluated as per Rebate and Diminution Clause indicated at Clause 6.0 in the Draft Acceptance to Tender / Agreement enclosed to this tender document.**
- 9.0 **INDICATION OF BASIC SHIPPING TERMS AND CONDITIONS:**
- 9.1 While quoting the price(s) on the basis of FOB(Trimmed) named port(s) of loading, the Tenderer shall confirm to the detailed shipping terms enclosed as **ANNEXURE – II A** and **ANNEXURE – II B** to the Draft Acceptance to Tender / Agreement i.e., **PART - VI**
- 9.2 Parcel size shall be 50,000 MT +/- 5% shipping tolerance.
- 9.3 Tenderers should indicate the following details of the Loadport along with Techno-Commercial Bid (**PART - A**):

- a) Name and location of Port of loading;
- b) Restrictions, if any, at the loadport (viz., vessel dimension, type, size of the vessel etc.);
- c) 'Imported SMS Dolomite (Flux Grade)' loading facilities at the loadport (viz., whether Automatic / Manual shiploaders, shore grabs etc.);
- d) Clearance dimensions of the MATERIAL loading gantries;
- e) Sailing draught at the loadport; and
- f) Stowage factor.

10.0 INDIAN AGENT COMMISSION :

- 10.1 RINL/VSP would not like the foreign Tenderers to appoint any Indian agent. 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 **lower of the rate of exchange of TT Bill Buying rate of "State Bank of India " prevailing on one day before the scheduled date of Reverse e-auction / as on the date of opening of Sealed Price Bid / Closing bid rate as per Reuters as on the date of negotiation of L/C (or) on the previous working day of Bill of Lading (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 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. The necessary 'Application Form' for registration of Indian Agent is to be downloaded from our web site www.vizagsteel.com under 'MM' menu and 'MM Tenders' sub menu. The application is to be submitted with necessary documents as contained therein along with the Techno - Commercial Offer of the foreign Tenderer.
 - 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 10.1 herein above, in the proforma at **PART - VIII** of Tender Documents, 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 materializing, 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 F O B shipments and Disport for C F R 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 DEVIATIONS :**

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 :** The Tenderer shall keep their 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 ACCEPTANCE TO TENDER / AGREEMENT:**

- 13.1 When the offer of a Tenderer is accepted, PURCHASER will issue Acceptance to Tender / Agreement to the successful Tenderer.
- 13.2 The terms and conditions of the Acceptance 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- VI** 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- IV** 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 - IV** 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
PART - B : PRICE BID, } In two separate sealed envelopes

PART - A should contain all details on technical specification, other information / data and documents required to be furnished with the tender in **four copies**. **One set** of Credential Documents as specified at Clause 1.1 above, in case of Tenderer who is not presently enlisted with RINL / VSP.

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

- | | | |
|---|---|----------------------------------|
| (1) The Price schedule (A1) and
(2) Freight offer for 'VPT' (A2) | } | In two separate sealed envelopes |
|---|---|----------------------------------|

The Price schedule (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 'Imported SMS Dolomite (Flux Grade)"

- 15.2 Each part of the offer together with its enclosures, should be placed in envelopes which should bear, in Block capital letters, superscription "**Tender for supply of 'Imported SMS Dolomite (Flux Grade)' against Tender No Pur 20000155/0262 Dt. 13.02.2015 and should also bear superscription:**

PART - A : TECHNO-COMMERCIAL BID should be sealed separately, or
PART - B : PRICE BID, as the case may be.

- 15.3 The **PART - A** and **PART - B** envelopes referred to in Clause 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 TENDER NO. PUR.20000155/0262 Dt. 13.02.2015. 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 lesser than Parcel size of 50,000 M +/-5%.*
- g) *Specifications falling outside the Absolute Maximum / Minimum Limits stipulated in the tender.*
- h) *Offers not offering CFR price against this tender.*
- i) *Offers not confirming the Integrity Pact exactly in line with the format enclosed.*
- j) *Offers not accompanying a Test Certificate from a reputed International Test House indicating all the parameters mentioned in the Technical Specification.*
- k) *Offers of the Tenderers whose credentials are 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 tender in respect of terms, 'VITAL' / 'NON VITAL'. In case of failure to rectify the deficiencies within the time given, the tender would be rejected / loaded as mentioned at Clause Nos. 8.0, 9.0 & 11.0 above. In case of rejection, **PART- B** (Price Bid) 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:** Tenderer is required to unconditionally accept the "Integrity Pact" enclosed to the tender document at **PART - IX** to the tender document and shall submit the same duly signed along with his offer. Offers not confirming the acceptance of Integrity Pact will not be considered.
- 17.1 The details of Independent External Monitors nominated for this tender are given hereunder :

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

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

EXECUTIVE DIRECTOR(MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant, Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM -31

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 are, therefore, advised to visit RINL's website at regular intervals.

PART – III OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR.20000155/0262 Dt. 13.02.2015)

PROFORMA OF BANK GUARANTEE FOR BID BOND

TO BE ESTABLISHED THROUGH ANY NATIONALIZED BANK / SCHEDULED 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.

(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.20000155/0262 Dt. 13.02.2015 (hereinafter referred to as the said invitation to Tender for purchase of 50,000 MT +/-5% of 'Imported SMS Dolomite (Flux Grade)'

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 _____ only) / EURO _____ (Euro _____ only) / INR. _____ (Indian Rupees _____ only) 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 90 (Ninety) 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) value of the quantity of Imported SMS Dolomite (Flux Grade) at the price and on the terms accepted by RINL, within 15 (Fifteen) days from the date of the Acceptance 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 'Imported SMS Dolomite (Flux Grade)' on the basis of FOB(Trimmed) named port(s) of loading/ C&F (Free out) Visakhapatnam of the approximate value of US \$ _____ (US Dollars _____) / EURO _____ (Euro _____ only) / INR. _____ (Indian Rupees _____ only).

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 \$ / INR (US Dollars / Euro/ Indian rupees). 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 (IFSC Code :) 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

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)

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 signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No
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 NOTICE NO. PUR.20000155/0262 Dt.13.02.2015)

**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.20000155/0262 Dt. 13.02.2015.

With reference to your Tender Notice No. PUR.20000155/0262 Dt.13.02.2015 for supply of `Imported SMS Dolomite (Flux Grade)' , 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		
5	Reduction of weight based on Moisture		
6	Payment Terms		
7	Submission of Performance Guarantee Bond		
8	Load rate		
9	Demurrage / Dispatch for FOB		
10	Discharge rate		
11	Demurrage / Dispatch for CFR		
12	Integrity Pact		
13	Any other (to be specified by the Tenderer for other deviations)		

.....
Signature and seal of the Tenderer

PART - V OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR.20000155/0262 Dt.13.02.2015)

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 / Letter of Assurance :
6. 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 of Purchaser exercising 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 :
16. Delivery schedule for the offered quantity :
17. Acceptance of Payment Terms :
18. Acceptance to submit Bid Bond :
19. Acceptance to submit Performance Guarantee : (PG) Bond :
20. Acceptance and Submission of signed Integrity pact:
21. Details of Load Port :
22. Validity of offer :

(Name & Signature of the Tenderer)

23. Reverse e-auction user id :
24. Self Attested Copy of valid Mining Lease License :
25. Declaration regarding Income Tax towards payments :
25. Independent Auditor's Certificate on Sales made :
26. Submission of Credentials :
- a. Notarised Copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency. (YES/NO)
- b. Self Attested copy of Audited financial statement for the last three years of the Bidder (or) Mine Owner (or) Manufacturer. (YES/NO)
- c. Self Attested copy of Other Credentials like ISO Certificates etc. from the Bidder (or) Mine Owner (or) Manufacturer (not Compulsory). (YES/NO)
- d. Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates of the materials / Notarised Copies of Acceptance Note of the materials / Self Attested 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 (YES/NO)

(Name & Signature of the Tenderer)

PART - VI OF TENDER DOCUMENTS

(TENDER NOTICE NO. PUR.20000155/0262 Dt. 13.02.2015)

**DRAFT TERMS AND CONDITIONS OF ACCEPTANCE TO TENDER / AGREEMENT
FOR THE SUPPLY OF 'IMPORTED SMS DOLOMITE (FLUX GRADE)'**

Pur. 20000155/.....

Dt.

M/s.

Dear Sir,

Sub: Acceptance to Tender / Agreement No.Pur.20000155/....., Dt.

Ref: 1) Tender No.20000155/0262 Dt. 13.02.2015

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 'Imported SMS Dolomite (Flux Grade)', herein after referred to as **MATERIAL**, as per the following terms and conditions.

1.0 MATERIAL:

The SELLER shall sell and the PURCHASER shall buy a total quantity of _____ MT (In words _____) metric tons (of one thousand kilograms each) with a shipping tolerance of +/- 5% of 'Imported SMS Dolomite (Flux Grade)', hereinafter referred to as the MATERIALS, in conformity with the Technical Specifications incorporated in **ANNEXURE E - I** to this Acceptance to Tender / Agreement and which shall constitute an integral part of this Acceptance to Tender / Agreement, for use in its Steel Melt Shop. The quality of the 'Imported SMS Dolomite (Flux Grade)' to be supplied under this Acceptance to Tender / Agreement shall under no circumstances be inferior to the Technical Specifications as contained in **ANNEXURE - I** to this Acceptance to Tender / Agreement.

2.0 DELIVERY :

For the purpose of this Acceptance to Tender / Agreement, the delivery period shall be reckoned as 30 days from the Date of placement of this Acceptance to Tender / Agreement in parcel size of 50,000 MT +/- 5% at mutually agreed laycan.

3.0 a) PRICE: US\$ / Euro / INR /MT FOB (Trimmed) Named Loadport and US\$ / Euro / INR/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 PURCHASER at his sole discretion.

b) 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 Seller. The Indian Agent's Commission, under normal circumstances, shall be paid after 90 (Ninety) days of discharge of the cargo 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). The Agency commission payable to the Agent will be converted to Indian Rupees at the lower of TT Bill Buying rate of "State Bank of India" prevailing on one day before the scheduled date of Reverse e-

auction / as on the date of opening of Sealed Price Bid / Closing bid rate as per Reuters as on the date of negotiation of L/C (or) on the previous working day of Bill of Lading (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.

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 SELLER.
- 4.2 For the purpose of insurance, the SELLER shall within (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) 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 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 SELLER shall fax the message twice to ensure clear receipt of the message by the PURCHASER.

5.0 **SAMPLING AND ANALYSIS :**

5.1 **LOAD PORT :**

- 5.1.1 The SELLER shall , at his own expense, arrange to carry out at the loadport, the sampling and analysis of the MATERIALS delivered , in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) or equivalent, through the independent inspection agency at the loadport, as approved by the Purchaser. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at loadport and may also obtain a part of the Loadport sample for testing. The SELLER shall provide necessary assistance in this regard to the PURCHASER's representative(s).
- 5.1.2 The SELLER shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the Loadport indicating **(a) Ca O, (b) Mg O, (c) Si O₂, (d) Al₂ O₃, (e) Fe₂ O₃, (f) Total Moisture, (g) Size : 25 – 50 mm, - 25 mm, + 50**

Note : The Certificate of Sampling and Analysis shall be prepared in 8 (eight) copies, of which 6 (six) copies shall be airmailed by the SELLER 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 SELLER 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 exceeds the absolute limits stipulated in Technical specification. 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 load port, shall form the basis of the SELLER's invoice for release of 50% FOB(T) value of the shipment.

5.2 DISPORT :

5.2.1 The PURCHASER shall , at his own expense, arrange to carry out at the disport, the sampling and analysis of the MATERIALS delivered in consignment, in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) or equivalent, through the independent inspection agency at the disport. The SELLER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at disport and may also obtain a part of the disport sample for testing.

5.2.2 The certificate of Joint Sampling and Analysis issued by the independent inspection agencies appointed at the disport should indicate the following:

(a) Ca O, (b) Mg O, (c) Si O₂, (d) Al₂ O₃, (e) Fe₂ O₃, (f) Total Moisture, (g) Size : 25 – 50 mm, - 25 mm, + 50

5.2.3 **For the purpose of this Acceptance to Tender / Agreement, the results of analysis of the MATERIAL carried out jointly by the Independent Inspection agencies appointed by the PURCHASER and the SELLER at disport, shall be final and binding on both the parties for all parameters.** In case Independent Inspection Agency is not deputed for Joint Sampling and Analysis by the Supplier, the Independent Inspection Agency appointed by the Purchaser shall proceed with the Sampling and Analysis. In case of any dispute, which shall be notified within 15 days from the date of receipt of such Analysis Report, the Umpire Sample shall be got tested at a mutually agreed laboratory and the results thereof shall be binding on both the parties.

5.2.4 The disport Joint Sampling and Analysis shall form the basis for release of the balance 50% FOB(T) value of the shipment **after making necessary adjustments towards rebate (s) / diminution as at Clause 6.0 below.** In case of deviation from load port analysis in parameters, Clause 8.0 below will be applicable.

5.3 For the purpose of this Agreement, Payment shall be released as per Clause 9.0 below.

5.4 For any deviations, in the Certificate of Joint Sampling and Analysis (referred under this clause) with regard to parameters covered under Rebate / Diminution and Moisture as detailed at Clauses 6.0 & 7.0 below, from those laid down in **ANNEXURE - I** to the Draft Acceptance to Tender (**PART - VI** of the Tender document), the SELLER 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.

6.0 Rebate / Diminution beyond guaranteed value:

a) Mg O

Prorata Penalty on FOB (T) value for each 1% decrease (fractions prorata) of Mg O below 21% upto 19%.

Illustration : for Mg O rebate: If Mg O : 20.04%, Guaranteed: 21.00%

Deviation = (21.00 -20.04) =0.96% decrease.

Rebate = (0.96/21.00)* FOB(T)

b) Si O₂, Al₂ O₃ and Fe₂ O₃

Penalty @ 5% of FOB (T) per each 0.1% increase from the desired value upto absolute limit on fraction prorata basis.

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

7.0 CHARGEABLE WEIGHT:

- 7.1 The SELLER shall, at his own cost, determine the weight of the MATERIALS delivered at the port of loading by means of draught survey which shall be conducted by the independent inspection agency at the load port, appointed by the SELLER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Loadport Draught Survey Weight.
- 7.2 The PURCHASER may, at his own cost, determine the weight of the MATERIALS 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 SELLER 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.
- 7.3 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 SELLER and the affected party shall be compensated accordingly. In case SELLER 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.

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 the weight and quality of the MATERIAL stipulated in Annexure-I to Draft Acceptance to Tender / Agreement of these tender documents and the results and/or weight determined at the loading port or at the PURCHASER's end, the PURCHASER and the SELLER 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 SELLER, 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 Clause 8.1 above is arrived at, the decision of the PURCHASER shall be final. Therefore, utmost precaution shall be exercised by the SELLER at the time of shipment of the consignment to ensure that the specifications stipulated under **ANNEXURE - I** to Draft Acceptance to Tender / Agreement are strictly complied with.

9.0 PAYMENT TERMS:

- 9.1 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 30 days from the date of opening for the shipment and 90 days for negotiation.

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

9.2 50 % of the payment shall be released through L/C against submission of the despatch documents as detailed at Clause 9.5 given below. Balance 50 % shall be released after adjustment of rebate / diminution based on disport analysis. This shall be applicable irrespective of whether the supplies are on FOB or CFR terms.

9.3 The SELLER, notwithstanding the method of payment at Clause 9.1 above, shall provide supplier's credit for 180 days at the terms and conditions mutually agreed upon from time to time against irrevocable, without recourse to drawer letter of credit upon presentation of documents mentioned at Clause 9.5 herein below.

9.4 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) Usance credit upto 180 days at a mutually agreed interest rate not exceeding LIBORper annum and interest shall be calculated for the period from the date of negotiation till 180 days from B/L date. Invoices for principal and interest to be raised separately.

9.5 Letter(s) of Credit established by the PURCHASER in favour of the SELLER under this Acceptance to Tender / Agreement shall provide for full payment of the value of each shipment, on presentation of the following documents by the SELLER to the negotiating bank.

9.5.1 1/3 set of original clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify " RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, TRANSPORT & SHIPPING DEPT., ADMINISTRATIVE BUILDING, VISAKHAPATNAM - 530 031".

Note: For Shipments made on FOB terms - Charter Party Bill(s) of lading marked "freight to be paid as per Charter Party" will be acceptable. For Shipments made on CFR(FO) terms - Charter Party Bill(s) of lading marked "freight pre paid" will be acceptable.

9.5.2 Signed Commercial Invoices for material value 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 Clause 6.0 of this Acceptance to Tender / Agreement.

Signed Commercial invoice for material and interest separately for the period from the date of negotiation till the due date i.e., 180th day from the date of Bill of Lading at LIBOR ----- per annum. This invoice will be submitted if the Purchaser avails the Supplier's credit.

9.5.3. Certificate of sampling and Analysis issued by the independent inspection agency at load port – in duplicate. Payment will not be released if, the analysis result of any parameter exceeds the absolute maximum/absolute minimum tolerance limit stipulated under column-4 of Technical specifications vide **ANNEXURE - I** to this Acceptance to Tender / Agreement.

- 9.5.4 Certificate of Origin issued by Chamber of Commerce of a similar authority agency – in duplicate.
- 9.5.5 Loadport Draught Survey Weight Certificate issued by the independent inspection agency at load port – in duplicate.
- 9.5.6 SELLER'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 SELLER'S Fax advice of shipment to the PURCHASER and insurance Company referred to in Clause 4.0 herein above, have been airmailed/sent through Courier Service direct to the PURCHASER with in seven days from the date of Bill(s) of lading.
- 9.5.7 Copy of SELLER's Fax advice of shipment to the PURCHASER and Insurance Company as referred to in Clause 4.0 herein above, - in quadruplicate.
- 9.5.8 In case of CFR shipment, a copy of the vessel acceptance issued by the Purchaser.
- 9.5.9 Fax copy of the Certificate of Joint Sampling and Analysis issued by the Independent Inspection Agencies appointed by the PURCHASER and the SELLER at Discharge Port applicable for release of the Balance Payment of 50%
- 9.6 Within 7 (seven) days from the date of Bill of Lading in respect of each consignment, the SELLER shall airmail/send through Courier Services directly to the PURCHASER, the following documents in respect of each shipment:
- a) One negotiable copy 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 SELLER'S Fax advice of shipment to the PURCHASER and Insurance Company for the purpose of Insurance.
- 9.7 In case the order is finalized on an Indian firm who is importing from foreign source and quoted in foreign currency, the order shall be placed on **HIGH SEA SALES** basis and the payment shall be in Indian Rupees considering the **lower of the rate of exchange** of TT buying rate of "State Bank of India " prevailing on one day before the scheduled date of Reverse e-auction / as on the date of opening of Sealed Price Bid / Closing bid rate as per Reuters as on the date of negotiation of L/C rate of exchange as applicable on the date of negotiation of L/C.

10.0 **DELIVERY:**

- 10.1 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 the consignment. Immediately after signing 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 SELLER shall charter suitable vessel and ship the shipment within the dates indicated in the Acceptance to Tender / Agreement.

- 10.2 The SELLER 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.
- 10.3 The PURCHASER shall endeavor to nominate vessels as per the delivery period. The SELLER may however, accept vessels with minor changes in laydays and quantities.
- 10.4 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.
- 10.5 For any delay in clearance at the port of destination on account of non-supply of shipping documents in time and/or due to faulty documents, the SELLER would be held responsible for any demurrage, port rent etc, which the PURCHASER may become liable to pay to the authorities at the discharge port in India.
- 10.6 After nomination of the vessel by the PURCHASER as stated at Clause :10.2 above and the SELLER 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 SELLER.
- 11.0 **PERFORMANCE GUARANTEE(PG) BOND :**
- 11.1 The SELLER shall establish a **Performance Guarantee (PG) Bond for 5 % of the CFR (FO) value** of the contract as per the enclosed proforma at **ANNEXURE – III of PART – VI** of the tender documents within 15 days of the issue of the Acceptance to Tender / Agreement.
- 11.2 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 shall not be acceptable. **The Bond shall be valid for six months from the date of the 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 of PART – VI** of the tender documents.
- 11.3 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 specifications and all other documents referred to in the Acceptance to Tender / Agreement.
- 11.4 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 consignment(s). 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.

11.5 Performance Guarantee Bond shall be released after six months from the date of receipt of the consignment or one month after consumption of the total material supplied, subject to clearance from User department, whichever is earlier, under the Acceptance of 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 the shipment on account of overloading / demurrage in case of last dispatch under the order.

12.0 **LIQUIDATED DAMAGES:**

In the event of the SELLER'S failure to deliver the MATERIAL within the time(s) as agreed to, the SELLER 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 SELLER 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 Clause 23.0 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.

13.0 **DEFAULT:**

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide Clause 23.0 herein below.

14.0 **RISK PURCHASE:**

The cancellation of the Acceptance to Tender / Agreement as stated in Clause 13.0 herein above may be either for whole or part of the Acceptance to Tender 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 SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender / Agreement to the extent it is not terminated under the provisions of this Clause.

15.0 **RECOVERY OF SUMS DUE:**

Whenever under this Acceptance to Tender / Agreement any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other 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 SELLER 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 SELLER for the breach of the Acceptance to Tender / Agreement.

16.0 RESPONSIBILITY:

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

17.0 TRANSFER AND SUB-LETTING :

17.1 The SELLER 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.

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

18.0 EXPORT LICENSE :

It shall entirely be the responsibility of the SELLER 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.

19.0 TAXES AND DUTIES:

The SELLER 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.

20.0 IMPORT LICENCE:

Import of the MATERIAL is presently under Open General Licence.

21.0 COMPLETENESS OF THE A/T AND MODIFICATION:

This Acceptance to Tender / Agreement cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER 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.

22.0 WAIVER:

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

23.0 FORCE MAJEURE:

23.1 If either the SELLER 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.

23.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in Clause 23.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER 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 SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

24.0 ARBITRATION:

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.

25.0 LEGAL INTERPRETATIONS:

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

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

26.0 LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the SELLER 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 SELLER 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 SELLER 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 / Agreement and covenants 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

ACCEPTANCE TO TENDER / AGREEMENT NO PUR. 20000155/

Dt.

TECHNICAL SPECIFICATIONS OF 'IMPORTED SMS DOLOMITE (FLUX GRADE)'

SL. No (1)	TECHNICAL PARTICULARS (2)	SPECIFICATION	
		DESIRED (3)	ABSOLUTE LIMITS (4)
1	Chemical:		
	Ca O	29.00% Min.	29.00% Min.
	Mg O	21.00% Min.	19.00% Min.
	Si O2	1.00% Max.	2.00% Max.
	Al2 O3	0.50% Max.	1.00% Max.
	Fe2 O3	0.50% Max.	1.50% Max.
	Total Moisture	0.50% Max.	0.50% Max.
2	Physical:		
	Size:	25 – 50 mm	
	-25mm	5.00% Max.	5.00% Max.
	+50mm	5.00% Max.	5.00% Max.

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

**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 Gearless/Geared vessels required for carriage of the MATERIALS under this Acceptance to Tender / Agreement upon 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 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 Vessel Owner's or Charterer's option. In case vessels of other size are available for meeting the requirements, the PURCHASER shall have the option of chartering and nominating such vessels also.
- 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 Dolomite 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 Vessel Owner(s) and the PURCHASER in respect of the vessel(s) fixed by the PURCHASER for carriage of the MATERIALS under this 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 loadport(s) on or with respect to the vessel(s).
 - 3.2** The Master of the vessel shall give E-mail / Fax advice(s) at the intervals of 7 days, 72 hours and 24 hours to the SELLER regarding the ETA of the vessel and the quantity required to be loaded into the vessel at the loadport.
 - 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 loadport(s) and in each case free of expense to the SELLER.
 - 3.4** The Master of the vessel shall allow on board the vessel the authorized representative(s) of the Independent Inspection Agency / Marine Surveyors at the loadport(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 loading port and such Bill(s) of Lading shall be endorsed by the Master of the vessel or the agents of the Vessel owner at the load port within 24 hours after completion of loading. The Bills of Lading shall be issued in 'CONGEN BILL FORM' only.
 - 3.6** The Master of the vessel or the agents of the Vessel 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 (LAY DAYS):** Based on the delivery schedule agreed upon between the PURCHASER and the SELLER, the PURCHASER shall nominate vessel about two weeks prior to effecting of the shipment. The SELLER shall confirm to the

PURCHASER by E-mail / Fax the acceptance of such vessel(s) within 1 (One) working day of the nomination such thereof. The laydays for each vessel shall be narrowed down to 10 days, in advance of the ETA of the vessel at the loadport.

- 4.1 The PURCHASER shall endeavor to nominate vessels as per the delivery period. The SELLER shall consider accommodating PURCHASER's request on case to case basis for extension of cancelling date or modification of laydays and quantities, if required.
- 4.2 The SELLER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the Loadport(s) so 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 SELLER 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 SELLER.
- 5.0 Upon the fixture of any vessel by the PURCHASER for carriage of the MATERIAL (under this Acceptance to Tender / Agreement), the PURCHASER shall intimate to the SELLER relevant particulars of such vessel. The PURCHASER reserves the right to appoint his own agent(s) at the loading port(s).
- 6.0 The SELLER shall use the shore facilities and arrange to deliver / load the MATERIALS FOB (TRIMMED) into the vessel(s) nominated by the PURCHASER and accepted by the SELLER at the port(s) of loading.
- 7.0 The SELLER shall arrange for a safe loading berth for the vessel at the notified loading port.
- 8.0 **GUARANTEED LOAD RATE:** The SELLER shall guarantee to deliver / load the MATERIALS into the vessel(s) (FOB Trimmed), using shore loading facilities, at the following rates:

Capacity Range
of the vessels

Guaranteed Rate of Loading per Weather Working
Day (WWD) of Twenty four consecutive hours,
including Sundays, Holidays (SHINC) or including
Fridays, Holidays (FHINC) as the case may be.

45,000 to 55,000 MT DWT }

15,000 MT

- 8.1 If any overtime work is performed by the crew of the vessel at the port of loading at the instance of the SELLER, CREW'S overtime shall be borne and paid for by the SELLER.
- 9.0 **NOTICE OF READINESS (NOR):** Upon arrival of the vessel at the outer anchorage or at the pilot station of the loading port, whether the vessel is in free pratique or not and in berth or not, Master of the vessel shall serve on the SELLER the Notice of Readiness of the vessel to load cargo (MASTER'S NOR) between 0800 hrs to 1530 hrs on all days including Saturday and Sunday in case of SHINC and Thursday and Friday in case of FHINC.
- 9.1 If the vessel, whether in free pratique or not, is found by the SELLER 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 SELLER in the STATEMENT OF FACTS which is also to be accepted and signed by the Master / Agent of the vessel at the loadport. In such an event, the laytime 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 shore side or to the Vessel. The delays attributable to the vessel only (like Draft Survey time) 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. Statement of Facts should be signed by all concerned.
- 10.2 Laytime (i.e loading time) shall commence 24 hours after the time at which MASTER'S N/R is served, whether the vessel is in berth or not and in free pratique or not, unless the loading of the MATERIAL sooner commenced, in which event laytime 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 SELLER shall arrange to deliver / Load the MATERIALS into the vessel using shore loading facilities and to trim the MATERIAL inside the hatches of the vessel by mechanical or manual means at the option of the SELLER in accordance with the instructions of and to the satisfaction of the Master or the Chief Officer of the vessel and free of risk and expense 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 SELLER and the Ship Owner, without any implication to PURCHASER. The SELLER 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 SELLER fail to deliver / load the MATERIAL into the vessel(s) in full or in part for reasons excluding Force Majeure, the SELLER shall be liable to the PURCHASER for all payment 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, the SELLER shall furnish the following details by e-mail and fax to the PURCHASER and to M/s -----
-----to enable the PURCHASER to take necessary marine insurance cover, (i) Name of the vessel, (ii) Quantity loaded as per Loadport Draught Survey Weight and value thereof, (iii) Name of the loadport, (iv) Date and time of commencement and completion of loading, (v) Date and time of sailing of the vessel from the port of shipment, & Sailing Draft (vi) No. and date of Bill of Lading and (vii) ETA, Visakhapatnam, India.
- 15.0 Immediately on completion of loading, the SELLER shall obtain from the Master of the vessel or the Agents of the vessel at the loadport '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 loading port duly signed by the Master of the vessel / Agents of the vessel at the loading port and the SELLER or their Agents at the loadport. Before sailing of the vessel from the loadport, 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 DEMURRAGE / DESPATCH SETTLEMENT: In the TIME SHEET based on the aforesaid STATEMENT OF FACTS, the computation of laytime allowed and laytime used shall be based on the terms and conditions contained herein above. 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 SELLER 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 SELLER.

17.1 In respect of each vessel, the SELLER shall submit their Laytime Calculations within 30 days from the date of sailing of the vessel from the load port. On final settlement of Laytime calculations between the SELLER and PURCHASER, 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 sailing of the Vessel from the load port.

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 SELLER to the PURCHASER immediately after completion of loading so that the documents are received by the PURCHASER atleast 3 working days prior to arrival of the vessel at disport, 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, E-mail / FAX and telephone numbers for serving Notices regarding ETA of the Vessel and Notice of Readiness of the Vessel to the SUPPLIER at the Load port as per Clauses 3.2 and 9.0 herein above :
M/S _____
2. (i) Parcel size has been indicated in Clause 2.0 as per RINL's requirement. However, alternate parcel size, due to Load port restrictions, if any, can be considered by RINL.
(ii) Clause 8.0 indicates Guaranteed Rate of Loading as per RINL's requirement. However, alternate Guaranteed Rate of Loading to suit Load port requirements/ restrictions can be considered by RINL.

**FOR AND ON BEHALF
OF THE PURCHASER**

**FOR AND ON BEHALF
OF THE SUPPLIER**

**TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE
BASIS OF CFR (FREE OUT), VISAKHAPATNAM/ GANGAVARAM**

1.0 TYPE OF VESSELS:

- 1.1 The SELLER shall effect shipment(s) in single-decker, self-trimming type of Geared Handymax / Supramax 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 capacity and minimum 4 number of grabs each of minimum 10 CBM capacity and serving all hatches and with minimum capacity to discharge as per Para 7.3 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 SELLER'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 SELLER shall confirm that the nominated Vessel(s) 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 SELLER 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 / SELLER's account.
- 1.6 RINL reserves the right to handle the vessel either at Visakhapatnam Port (VPT) or at Gangavaram Port (GPL). The vessel may be discharged at Outer Harbour (VGCB / New Oil Mooring (NOM) / Ore berth etc.) and inner harbour berths of Visakapatnam port Trust (VPT) or at Gangavaram Port (GPL) at RINL's Option.
- 1.7 The Seller shall ensure that the vessel(s) engaged by them for shipment of the MATERIALS under this Acceptance to Tender / Agreement shall meet all Discharge Port limitations / requirements / conditions including the following :

S.No.	PARAMETER	VPT	GPL
1	Max. Permissible LOA in Meters	230	280
2	Max. Permissible Beam in Meters	32.5	48
3	Max. Permissible Draft in Meters	14.5	17.5 AFT

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

The SELLER shall ensure that the Charter parties governing shipment of the MATERIALS under this Acceptance to Tender / Agreement 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 E-mail / Fax advice to the PURCHASER. Thereafter, the Master of the Vessel, shall E-mail / Fax at intervals of 7 days / 5 days / 72 hours / 48 hours / 24 hours regarding ETA of the Vessel, to the PURCHASER (Fax : +91-891-2519520 /

2518756, 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 No. : +91-891-2519520 / +91-891-2566907, E-mail: tns.port@gmail.com; vinodh_mm@vizagsteel.com)

- 2.2 The SELLER 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 the 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 authorised representatives of the independent cargo inspection agency/marine surveyors appointed by the PURCHASER and 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 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 therefore 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 SELLER shall on receipt of Fax / e-mail 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 GPL / VPT are to be settled between Vessel Owners and Stevedore. 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 30 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 SELLER to the PURCHASER on nomination of vessels for shipment and on completion of loading of vessels at Loadport :

3.1 SELLER shall so arrange for each shipment of MATERIALS hereunder to confirm to the agreed Delivery Schedule and shall nominate each vessel 30 days in advance to the PURCHASER by E-mail / Fax 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 Vessel Owners
- 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) Quality of the MATERIALS proposed to be loaded
- xiv) Laydays and ETA the vessel at loading port
- xv) Rate of demurrage / dispatch
- xvi) IMO No. of the Vessel
- xvii) DWT and Max. Draft of the Vessel

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

3.2 The PURCHASER reserves the right to appoint his own protective agent for Cargo related work at the Indian port of discharge at the customary agency fee payable by the vessel to such agent. The vessel shall appoint its own agents for vessel related work at the Indian port of discharge. The Charter Agency fee shall be paid to RINL / Agent nominated by RINL within 30 days of completion of discharge.

3.3 Within 24 hours of sailing of the vessel from the loadport, the SELLER shall give the following details by E-mail / Fax 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 and time of sailing of the 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 expenses involved in shifting the vessel to the second safe berth shall be to the account of vessel and the time used in shifting shall not count as laytime. Depending upon the facilities available at discharge ports, RINL shall have the option of engaging alternate modes of discharge such as engaging barges / Shore handling facilities etc. at any available safe berth / point / anchorage etc.

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, even if the vessel is on demurrage.

- 4.3 At VPT, Vessel may completely discharge the cargo at outer harbour (or) discharge part quantity at outer harbour berths (VGCB/ NOM/ Ore Berth etc.) and balance quantity at inner harbour berths of Vizag Port (VPT) including berths under control of B.O.T Operator(s) at PURCHASER's option. SELLER 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 for discharge of cargo (i.e the MATERIALS) by the Master of the Vessel (Master's NOR) :

- 5.1 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 Clause 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 Saturdays excluding Charter Party holidays and Closed holidays for the PURCHASER.
- (b) **For GPL**: at any time in or out of the office hours.

After tendering NOR and upon berthing, if the Vessel is found not ready in all respects to discharge Cargo, the NOR issued shall be invalid. A fresh NOR shall be issued when the vessel is ready in all respects for discharge operations and the Laytime shall count after the expiry of turn time from the time of serving valid NOR.

6.0 TIME COUNTING PROVISIONS:

- 6.1 **At VPT**, time to count 24 hours after NOR is served and accepted on arrival of the Vessel within port limits at port of discharge and whether in berth or not and in free pratique and ready in all respects to discharge the cargo even if used. If turn time of 24 hours expires on Saturday afternoons, Sundays, Holidays the Lay time shall commence at 8.00 A.M. on the next working day, even if used.

At GPL, time to count 24 hours after NOR is served by the Master of the Vessel and accepted on arrival of the Vessel within port limits and whether in berth or not and in free pratique and ready in all respects to discharge the cargo unless used. If Used, actual time to count. If turn time of 24 hours expires on Saturday afternoons, Sundays, Holidays the Lay time shall commence at 08.00 A.M. on the next working day.

- 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 and bad weather, as mentioned in SOF and on NWWDD, 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, lay time will not commence until the Vessel is in fact ready in all respects to discharge.
- 6.6 In the event of breakdown of gear / 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 Laytime, 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 Laytime even the vessel is already on demurrage.
- 6.7.1 War, rebellion, tumult, political disturbances, insurrections
- 6.7.2 Lockouts, Strikes, riots, Civil commotion
- 6.7.3 Epidemics, Quarantine, Landslips, Floods, Frost or Snow, boretides, bad weather.
- 6.7.4 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.
- 6.7.5 Accidents at the wharf.
- 6.7.6 Intervention of Sanitary, Customs and/or other constituted authorities.
- 6.7.7 Stoppage, whether partial or total, on rivers and canals.
- 6.7.8 Any other cause beyond the control of the PURCHASER.

7.0 GUARANTEED DISCHARGE RATES:

- 7.1 The SELLER shall deliver the MATERIALS free in vessel's holds in one or two safe berths, reachable on arrival always afloat 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 is completely discharged.
- 7.3 Subject to the provisions herein above, in case the vessel is handled at GPL, the PURCHASER shall guarantee to discharge the cargo at the average rate of 25,000 MT per WWD of 24 consecutive hours basis 5 hatches on SHINC terms. If the number of hatches is more than 5, the guaranteed discharge rate shall be reduced proportionately.
- 7.4 Subject to the provisions herein above, in case the vessel is handled at VPT, the PURCHASER shall guarantee to discharge the cargo at the average rate of 10,000 MT per WWD of 24 consecutive hours basis 5 hatches on SHINC terms, subject to the Safe Working Load (SWL) of the cranes being minimum 30 tons and the capacity of the grabs being min. 10 CBM. If crane capacity or grab capacity or both are lesser, then the Purchaser's guarantee for discharge would be proportionately reduced to the lesser of then reduced value i.e., based on either crane capacity or grab capacity or both.
- 7.5 In case the PURCHASER apprehends that the vessel may not achieve the agreed guaranteed discharge rate per WWD, a joint survey shall be carried out by independent marine surveyors appointed by PURCHASER and SELLER at their respective costs to assess the discharge capability of the vessel gear. The report of joint survey shall be attached to the SOF and the results are also recorded in the SOF. The PURCHASER's guarantee for discharge shall automatically stand reduced to 50% of the vessel's capability to discharge, established through joint survey, Demurrage/dispatch calculations shall be worked out on this basis.

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.

- a) Master of the vessel/agents of the vessel at the port of discharge.
- b) Agents / Representative(s), if any of the SELLER at the port of discharge, and
- c) Representative of PURCHASER.

9.0 SETTLEMENT OF DEMURRAGE / DESPATCH 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 US \$ 15000/ US \$ 7,500 (Maximum) per day (or prorata) or as per Charter Party whichever is lesser. In the case of despatch, the SELLER 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 SELLER. In respect of each vessel, the SELLER shall submit their Laytime Calculations within 30 days of completion of discharge. On final settlement of Laytime calculations between the SELLER and PURCHASER, 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 completion of discharge.

10.0 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 SELLER to the PURCHASER immediately after completion of loading so that the documents are received by the PURCHASER atleast 3 days prior to the arrival of the vessel at disport, to take immediate delivery of the Cargo.

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**FOR AND ON BEHALF
OF THE PURCHASER**

**FOR AND ON BEHALF
OF THE SUPPLIER**

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

(To be submitted on Non-judicial stamp paper of value of Indian Rupees 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 SELLER) and MESSERS. RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Acceptance to Tender / Agreement No.Pur.20000155/.... Dated _____ (hereinafter called the said Acceptance to Tender / Agreement) for the supply of _____ metric tons of 'Imported SMS Dolomite (Flux Grade)' _____ (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 SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of US\$ / EURO / Indian rupees _____ against any loss or damage that may be caused to or suffered by the PURCHASER by reason of any breach by the SELLER of any of the terms and conditions of the said Acceptance to Tender / Agreement and/or in the performance of the said Acceptance to Tender / Agreement by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Acceptance to Tender / Agreement or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.
3. We, _____ (name of 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 SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of 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), notwithstanding 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 SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said 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 SELLER 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 SELLER 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

Visakhapatnam
Date:

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

(NAME AND ADDRESS TO BE SPECIFIED)

CHECK LIST FOR BANK GUARANTEES**Name of the party submitting BG:****Party Code:****Job Code / AT No/ LOI No:****Name of the Bank issuing BG:****Branch issuing the BG:****BG No.:****BG Date:****BG Value:**

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

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(MATERIAL)

Ref: Acceptance to Tender / Agreement (Contract) No. #.

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(MATERIAL) 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)

To be Left blank by the Tenderer, and RINL / VSP will fill up the contract /AT number in case of an Order is placed on the tenderer.

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 – VII OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR.20000155/0262 DT. 13.02.2015)

**A) LETTER OF ASSURANCE FROM 'IMPORTED SMS DOLOMITE (FLUX GRADE)'
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.20000155/0262 Dt. 13.02.2015.

We..... (name & address) an established and reputed Imported SMS Dolomite (Flux Grade) 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 SMS Dolomite (Flux Grade) Mine owner / Producer with seal)

(Note : This letter of authority should be on the Letter Head of SMS Dolomite (Flux Grade) Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the SMS Dolomite (Flux Grade) Mine owner / Producer).

B) LETTER OF AUTHORITY FROM 'IMPORTED SMS DOLOMITE (FLUX GRADE)' 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.20000155/0262 Dt. 13.02.2015.

We..... (name and address) an established and reputed SMS Dolomite (Flux Grade) Mine owner / Producer of..... (name and address of mine) do hereby authorise M/s.....(Name and address of Seller) 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 'SMS Dolomite (Flux Grade)' Mine owner / Producer with seal)

(Note: This letter of authority should be on the Letter Head of 'SMS Dolomite (Flux Grade)' Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the 'SMS Dolomite (Flux Grade)' Mine owner / Producer).

PART – VIII OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR. 20000155/0262 DT. 13.02.2015)

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.20000155/0262 Dated 13.02.2015
for supply of 'Imported SMS Dolomite (Flux Grade)'

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 / Proprietary 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) 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. 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 by virtue of any incorrect statement in the above declarations, we would indemnify RINL for the consequences

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

PART – IX OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. PUR. 20000155/0262 DT. 13.02.2015)

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 duly furnishing 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)

(Office Seal)
Place -----
Date -----

(For & On behalf of Bidder/
Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(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 along with 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/alongwith 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 `IMPORTED SMS DOLOMITE (FLUX GRADE)`
DISPORT AS `GANGAVARAM PORT`**

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

.....
Signature and Seal of the Tenderer

A2) FREIGHT OFFER FOR `VISAKHAPATNAM PORT' (VPT)

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

.....
Signature and Seal of the Tenderer