RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

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GLOBAL TENDER NOTIFICATION

Invitation to Tender No.Pur.5.66.CPC/0226, Dated 10.02.2015

Sealed tenders are invited for supply of 8,000 Tons of Calcined Petroleum Coke with 1.0% Sulphur.

Last date & time for receipt of Tenders : 13.03.2015 by 1030 HRS(IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 1030 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

Tenderers are required to visit our website regularly for any corrigendum/ addendum.

Executive Director(MM)

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

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Invitation for Tender No. Pur. 5.66.CPC/0226, Dated 10.02.2015 for supply of Calcined Petroleum Coke with 1.0% Sulphur.

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GLOBAL TENDER NOTICE FOR SUPPLY OF CALCINED PETROLEUM COKE WITH 1.0% Sulphur

INVITATION TO TENDER NO. PUR.5.66.CPC/0226, Dated 10.02.2015

1.0 NOTICE INVITING TENDERS FOR SUPPLY OF CALCINED PETROLEUM COKE WITH 1.0% Sulphur

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders for supply of Calcined Petroleum Coke with 1.0% Sulphur conforming to Technical specifications at **Annexure -I** of tender documents.

1.2 **QUANTITY**: The PURCHASER intends to purchase 8,000 Tons of Calcined Petroleum Coke with 1.0% Sulphur conforming to Technical specifications as at **Annexure-I** of tender documents.

1.3 **DELIVERY**: The tentative schedule at which the supplier should effect delivery is @ 800T/month from May'2015 onwards for Calcined Petroleum Coke with 1.0% Sulphur till completion of supply or during such period as indicated by the Purchaser at the time of finalisation of the LOA / Acceptance to Tender. The Purchaser reserves the right to revise the delivery schedule depending on our production requirements and storage capacity, without any additional financial implication to the Purchaser.

1.3.1 The successful tenderers should commence delivery of monthly offered quantity within 7 – 10 days from the date of placement of LOA/ A/T and complete delivery of the offered monthly scheduled quantity in an evenly spread manner in the month. The delivery of the balance order quantity shall be continued at the offered monthly scheduled quantity basis till completion.

1.4.1 Tenderers should submit their tenders in two parts:

Part-A : Techno-Commercial Bid and
Part-B : Price Bid

in separate sealed envelopes indicating clearly on the cover whether it contains Part A: Techno- Commercial Bid or Part B : Price Bid.

1.4.2 A Proforma as given in **Annxexure -III** of the Tender Documents is prescribed for Part- B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed proforma. Price bid should contain no caveat

conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

1.4.3 RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 1.4.5 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat at the specified VSP stores.

1.4.4 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the following steps

- 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.

1.4.5 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 only on e-reverse auction engine on a fixed time and date.
After the completion of the reverse e-auction at the end of price delivery process, the purchase order would be placed in the normal mode.
In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat. Modalities of evaluation of landed net of cenvat price is given at para 4.6 & 4.7 of Annexure-II.

1.4.6 In case of the reverse e-auction is conducted the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through revesre e-auction and the sealed price bids received 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 parties. Placement of orders shall be considered on the L1 price(LNCP) so arrived.

1.5.0 **BID MONEY/BID BOND**:

1.5.1 Each tender shall be considered only if Bid money in US Dollars or in Indian Rupees by means of either a Demand Draft or cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam or a Bid Bond in the form of Bank Guarantee (as per the prescribed proforma at **Annexure -V** of the Tender Documents) established in favour of RINL for an amount Rs. 17,50,000/- (Rupees Seventeen Lakhs and Fifty Thousands only) or US$ 29,160(US Dollars Twenty Nine Thousand One Hundred Sixty only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.

1.5.2 The Bid Bond as mentioned above should be established either in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at

Visakhapatnam or outstation)) **with a clause to enforce the same on their local branch at Visakhapatnam** or by way of Account payee Demand Draft payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Nationalized) Banks) should however be from the branch located in Visakhapatnam. The bond established through Co-operative Banks are not acceptable. The Bid Bond should be valid for 180 (One hundred and Eighty) days from the date of tender opening. Tenders received without the Bid Bond / Bid Money of requisite value will summarily rejected. Bid money, if paid in cash, shall not accrue interest. **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 Annexure- VA.**

1.6.1 Tenders will be accepted upto **1030 Hrs. (IST) on 13.03.2015 .**Techno-Commercial part of the Tender (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present. The date and time of price bid opening shall be intimated separately to technically and commercially acceptable tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the presence of the Tenderers or Authorised Representatives of the Tenderers who may choose to be present.

1.6.2 Tenders submitted against NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. The employer reserves the right to open the original offer along with revised offer(s)

1.7 **TENDER DOCUMENTS**: Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 1030 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents.In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

1.8 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT cost arrived at the Foreign exchange rate (bill selling rate of State Bank of India) as on one day before the scheduled date of reverse e-auction will be taken for making composite comparative statement. RINL, VSP at its sole discretion may consider the benefits available under Duty Entitlement Pass Book (DEPB) or any other scheme under Export – Import Policy in evaluation of the offers.

1.9 The total tender quantity shall be taken from Techno-commercially acceptable L1 tenderer provided the L1 tenderer offers for supply of total tender quantity as per the tentative delivery schedule indicated at Para 1.3 above

2.0 **Not withstanding anything specified in this Tender Documents, RINL, in his sole discretion, unconditionally and without having to assign any reason, reserves to himself the rights**:

a) To accept or reject the lowest tender or any other tender or all the tenders;

b) To accept any tender in full or in part;
c) To reject the offers not conforming to the tender terms and
d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) subject to submission of documents as stipulated at 9.5 of Annx-II**,** as given below. In case Local MSE becomes TAL1 tenderer purchase preference will not be extended to another Local MSE in that tender.

(General Manager (MM))

(ANNEXURE -I TO TENDER NO.PUR.3.66.0026/1219, Dated 05.04.2014)

TECHNICAL SPECIFICATION OF CALCINED PETROLEUM COKE WITH 1% SULPHUR

1.	IS Specification	: IS:8502 - 1994 except Sulphur Content
2.	Fixed Carbon	: 99% Min.
3.	Silicon	: 0.05% Max.
4.	Sulphur	: 1.0 % Max.
5.	Fe	: 0.04 % Max.
6.	Volatile Matter	: 0.40 % Max.
7.	Ash Content	: 0.50 % Max.
8.	Moisture	: 0.10 % Max.
9.	Size	: 0 - 10 mm
10.	Size tolerance	: (+) 10 mm should be Nil

(ANNEXURE -II TO TENDER NO.PUR.5.66.CPC/0226, Dated 10.02.2015)

INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS: If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "**CREDENTIALS" and the ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the tender:

A) **INDIGENOUS**:

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

(or)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dea1er/ Agent /Trader etc.

(or)

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

(ii) Notarized **Copy of Proprietary** / Partnership deeds in case of Proprietary /Partnership firms.

(iii) Notarized copy of Excise, Sales **Tax (CST, VAT), Service tax registration** certificates and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of **Proprietary firms.**

(iv) Self-certified Financial worth and audited financial statements for the last three (3)years.

(v) Self-certified Purchase orders / contracts copies for the same or similar tendered item/s.

(vi) Self-certified ISO certificate if any.

B) **IMPORT**:

(i) Notarised registration certificate from chamber of commerce / their respective designated Govt Agency in English version.

(ii) Se1f-certified financial worth and audited financial statements for the last three (3) years.

(iii) Self-certified Purchase orders / contracts copies for the same or similar tendered item/ s.

(iv) Self—certified ISO certificate if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-listed vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) of (A) and (iv) of (B) or RINL/VSP finds that the

credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 GENERAL INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS:

2.1 Tenderers who may be Manufactures of Calcined Petroleum Coke with 1.0% Sulphur or Suppliers shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

a) Detailed information of the Manufacturer along with the latest copies of the executed / on going orders (during the last 1 year) of Calcined Petroleum Coke with 1.0% Sulphur with different clients.
b) Documents showing the exact nature of ownership.

c) Average annual production of Calcined Petroleum Coke with 1.0% Sulphur during the last three years.

d) A recent certificate of analysis of the material offered, issued by a reputed / Government approved test house in case the tenderer is offering material for the first time to RINL / VSP.

2.2 Offers from both Imported and Indigenous manufacturers will be accepted. Tenderers who may be suppliers of Calcined Petroleum Coke with 1.0% Sulphur offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - VI** of the Tender document, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Part - A: Techno-commercial bid. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 6.0 below (Indian Agent) if any, appointed should be given a proper Letter of Authority.

2.3 In case the Principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.

2.4 Only one offer should be received from each principal manufacturer either directly or through their Agents. In case more than one offer is received from the same Principal Manufacturer, then all the offers of the same Principal Manufacturer will be rejected including the direct offer, if any.

2.5 The Tenderers should submit **Quality Assurance Plan** along with the Techno-commercial Bid.

2.6 The tenderers are requested to fill up the check list as at **Annexure - IV** of the Tender document.

2.7 Integrity Pact: The Tenderer is required to unconditionally accept the "Integrity Pact" enclosed at **Annexure – IX** to the tender document and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder.

Nodal Officer	**IEM**
Sri.S K Gupta ED(MM), Rashtriya Ispat Nigam Limited Visakhapatnam – 530031 Phone No : 0891-2518683 Fax No : 0891-25183753/756. E-mail: guptask@vizagsteel.com	Sri.Velayudham,Ex.DG(RD) & SS Flat No.:4,Nalanda Apartments, "D" block,Vikaspuri, New Delhi-110018 **Contact numbers**:011-28530407 e-mail:vtham26@yahoo.co.in
	Shri Venugopal K Nair IPS (Retd.) P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. **Contact numbers** : 91-484-2664223 09447500010 (Mobile) **E-mail** : vgknair@gmail.com

2.8 **In case where RINL/VSP decides to procure the material from one or more sources (only one offer shall be submitted by companies using same equiptment/Facilities/Adress) and if it comes to notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by the companies using same equipment/facilities/address then such offers orders shall be rejected/cancelled forthwith and the party(s) shall be blacklisted from all further dealings with RINL/VSP for a period of 2 years.Bid money/EMD/Secirity deposit etc if any shall be forfeited.Decision of RINL/VSP in this regard shall be final and binding**

3.0 SUBMISSION OF OFFERS:

3.1 QUOTING OF PRICE(S):

3.1.1 **IN CASE OF INDIGENOUS OFFER**: The price quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight for each item separately. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure-III**. In case of any discrepancy between the two , the price indicated in words shall only be considered.

3.1.1.1 VALUE ADDED TAX (VAT): VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input credit. Also, the tenderers from A.P shall indicate the TIN (Tax

Indentification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.

3.1.2 **IN CASE OF IMPORTED OFFER:** The tenderer should quote the price for each item separartely as per the following alternatives, giving break up of FOB cost and Freight:

a) FOB Load port basis
b) CFR, Visakhapatnam

However, PURCHASER at its option reserves the right to place the order on either FOB Loadport or CFR, Visakhapatnam Port, Visakhapatnam, India basis. The tenderer shall indicate the mode of shipment i.e., break bulk or in container in Techno-Commercial bid. The price shall remain firm and fixed during the period of contract. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure-III**. In case of any discrepancy between the two , the price indicated in words shall only be considered.

The supplier from Imported source should necessarily indicate the freight rate applicable for shipping the material in lots till completion of delivery and no change in freight quoted, whatsoever, shall be allowed. RINL/VSP reserves the right to exercise the option of FOB/CFR while giving clearance for each lot of shipment.

3.1.3 However, in case tenderers quote any other term than mentioned in this tender, the same shall be loaded as per VSP norms while evaluating their offer.

3.1.4 Any revised bids received after tender (techno commercial bid in two bid case) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

3.1.5 Tenderer's Central & State sales Tax ,VAT Reg no etc are to be necessarily indicated in the offer in case of Indigenous offers.

3.1.6 Wherever the tenderers quote excise duty and sales tax as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch suitable loading would be done with maximum ED& ST Rates as applicable

4.0 TERMS OF PAYMENT:

4.1 **For both Indigenous and import offers** :100% of the value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 60th day (21st day for local micro and small enterprises subject to submission of documents as stipulated vide clause No.9.5 below) from the date of acceptance of material at VSP Stores.

4.2 Incase of Indigenous offers, Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the pro-forma in

which the details are to be furnished from the VSP's website and submit along with your offer for updating our database

4.3 **In case of Imports**, L/C payment shall be for 100% value of the material supplied upon presentation of documents specified at Para 10.1 of **Annexure – VII** of tender document .All Bank charges within and outside India are to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.

4.4 The price bid should only contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

4.5 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for 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. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustration given below are not exhaustive. RINL / VSP reserves the right to load the offers at it's sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.

4.5.1 Illustration- I: (Deviation in payment terms)

Description	As per Tender terms	**As per deviation**
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	**100% against L/C with 60 days** interest free period from the date of receipt and acceptance at VSP (All bank charges to Seller's a/c)
Landed cost per Ton on FOR VSP Stores basis / CIF basis	**Landed cost: Rs.10,000/-**	
Loading per Ton due to deviation in payment terms	L/c charges on landed / CIF value	**L/C charges upto Rs. 1 crore shall be Rs 5,618/-.Loading on a/c of increase in L/C value above Rs. 1 crore or part thereof shall be Rs. 5,618 for each 1 crore i.e, Rs. 5,618 for first one crore or part thereof and additional Rs. 5,618 each for each additional one crore or part thereof.**

4.5.2 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	**As per deviation**

	Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	**100% against L/C at sight.** (All bank charges to VSP's a/c)
	Landed cost per Ton on FOR VSP Stores basis / CIF basis	**Landed cost: Rs.10,000/-**	
	Loading per Ton due to deviation in payment terms	(i) 20% interest for 60 days on landed / CIF value (ii) L/c charges on landed / CIF value	**0.20*60*10,000/365 = Rs.328.77** **L/C charges upto Rs. 1 crore shall be Rs 5,618/-.Loading on a/c of increase in L/C value above Rs. 1 crore or part thereof shall be Rs. 5,618 for each 1 crore i.e, Rs. 5,618 for first one crore or part thereof and additional Rs. 5,618 each for each additional one crore or part thereof.**

4.6 Illustration for calculation of landed Net of VAT/CENVAT

I	Basic Price	1000.00	1000.00
II	Excise Duty @ 12 % on basic price	120	120
III	Education Cess @ 2% on ED	2.4	2.4
IV	Secondary and Higher Education Cess @ 1% on E.D	1.2	1.2
V	Freight	100.00	100.00
VI	Sales Tax/VAT	22.47 **CST (I+II+III+IV)*2%**	61.18 **VAT(I+II+III+IV+V)* 5%**
VII	Loading towards payment terms	0.00	0.00
VIII	Landed cost (**I+II+III+IV+V+VI+VII**)	1246.07	1284.78
IX	Loading towards L/C margin money (@ 5% of 10% of landed value/qtr)	0.00	0.00
X	Landed Cost with L/C margin money(**VIII+IX**)	1246.07	1284.78
XI	Loading towards Entry Tax (##)	0.00	0.00
XII	Landed cost with ET(**X+XI**)	1246.07	1284.78
XIII	**Less**: Cenvat **(II+III+IV)**	123.6	123.6
XIV	**Less Input credit on VAT (Input credit as applicable to VSP) (I+II+III+IV+V) X 1.77% (@1.77% prevailing ITC)**	0.00	21.66
XV	Set off on ET	0.00	0.00
XVI	Landed net of Cenvat/VAT/ET(**XII-XIII-XIV-XV**)	**1122.47**	**1139.52**

4.7 Illustration for calculation of landed Net of VAT/CENVAT incase of import offer.

Illustration for calculation of LNCP/T price

SiNo.			
1	**FOB Price - US$/MT**		1000.00
2	**Freight - US$/MT**		25.00
3	**CFR Price - US$/MT**		1025.00
4	**Insurance @ 0.001% - US$/MT**		0.01

5	**CIF Price - US$/MT**		1025.01
6	**CIF Price - Rs./MT** **(Exh. Rate US$ 1=)**		51250.51 (US$1 = Rs.50)
7	**Assesable CIF - Rs./MT** **(1% landing charges)**		51763.02
8	**Basic Duty @ 2.5%**		1294.08
9	**CVD on ass.CIF+BD @12%**		6366.85
10	**Cess @ 2% on CVD+BD**		153.22
11	**Sec.& Higher Ed.Cess @ 1% on CVD+BD**		76.61
12	**Special CVD @ 4% on ass.CIF+ BD+CVD+Cess**		2386.15
13	**THC & Wharfage - Rs./MT** **@ Rs.4830/-+12.36%S.T per 20' container**		217.08 (per 25 T container)
14	**DO Charges - Rs./MT** **@ Rs.5000/- per B/L**	 **+ 12.36% ST**	9.36
15	**C&F Charges - Rs./MT** **@ Rs.800/- per B/L**	 **+ 12.36% ST**	1.50
16	**Container Cleaning charges - Rs./MT** **@ Rs.1000/- per 20' container +12.36% S.T**		44.94 (per 25 T container)
17	**Container maintanance charges - Rs./MT** **@ Rs.1000/- per 20' container +12.36% S.T**		44.94 (per 25 T container)
18	**Transportation charges - Rs./MT** **a) from terminal to ware house** **@ Rs.5850/- +12.36% S.T per 20' container**		 262.92 (per 25 T container)
	b) Ware house to Plant - Rs./MT **@ Rs.2601.94/- per 20' container**		104.08 (per 25 T container)
19	**Landed price - Rs./MT**		62212.25
20	**Loading towards payment terms:** **a) 20% interest for 60 days**		0.00
21	**Loading towards L/C Charges + L/C Margin of CIF**		64.06
22	**Landed price - Rs./MT**		**62276.31**
23	**Anti dumping Duty (ADD) - Diff. between US$ 764/MT and landed value**		0.00
24	**Landed price with ADD - Rs./MT**		**62276.31**
	Less: **a) 12.36% S.T on THC & Wharfage, Container cleaning & maintanance charges and DO charges and CFs and C&F** **b) CVD & Special CVD**		63.88 8753.00
25	**Landed Net of CENVAT Price - Rs./MT**		**53459.42**

5.0 CURRENCY AND UNIT OF WEIGHT: The price of Calcined petroleum coke offered per metric ton should be quoted in US Dollars or Euro only in case of imported offer and in INR in case of indigenous offer.

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, 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 **DISCLOSURE OF PARTICULARS OF INDIAN AGENT, IF ANY**:

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

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

a) What service the Agent renders. 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.

b) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his Indian agent, shall be paid by RINL in India in Indian Rupees. Such commission/ remuneration payable to the Indian agent will be converted to Indian Rupees at the TT buying rate as on date of BL as per "State Bank of India" and shall not be subject to any further exchange variation. In addition, any other relevant detail as may be asked for by the PURCHASER subsequently, shall also be furnished by the Tenderer.

7.2 There shall be compulsory registration of Indian agents with Purchaser. Information shall be sent to the Indian agents after they are registered.

7.3 The Indian agents commission if any should be included in the quoted prices and indicated separately.

7.4 Failure to furnish correct and detailed information as called for in sub para 7.1 herein above, will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.

7.5 In the event of an Agreement materialising, the terms of payment will provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission/remuneration, if any, payable to Indian agent. The Indian agents commission will be normally released in equivalent Indian rupees to the Indian agents after 90 (ninety) days of discharge of the cargo in India. A confirmation is to be given by the tenderer that the commission / remuneration to the Indian agent, shall be paid by RINL in India in Indian rupees.

7.6 The Indian agents shall represent only one Foreign 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.

8.0 **VALIDITY OF THE OFFER**:

Each tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **120** (One hundred and Twenty) days from the date of opening of tenders.

9.0 **BID MONEY/BID BOND**:

9.1 Each tender shall be considered only if Bid money in US Dollars or in Indian Rupees by means of either a cheque/Demand Draft drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam or a Bid Bond in the form of Bank Guarantee (as per the prescribed proforma at **Annexure -V** of the Tender Documents) established in favour of RINL for an amount Rs. 17,50,000/- (Rupees Seventeen Lakhs and Fifty Thousand only) or US$ 29,160(US Dollars Twenty Nine Thousand One Hundred Sixty only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid. **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 Annexure-VA.**

9.2 The Bid Bond as mentioned above should be either in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) **with a clause to enforce the same on their local branch at Visakhapatnam** or by way of Account payee Demand Draft payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Nationalized) Banks) should however be from the branch located in Visakhapatnam. The bond established through Co-operative Banks are not acceptable. The Bid Bond should be valid for 180 (One hundred and Eight) days from the date of tender opening. Tenders received without the Bid Bond / bid Money of requisite value will summarily rejected. Bid money, if paid in cash, shall not accrue interest.

9.3 The Bid Bond/ Bid Money must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without the EMD / Bid Money of requisite value will not be considered by RINL.

9.4 The following categories are exempted from submission of EMD/Bid Money

(i) Central/State/Govt.Public Sector undertakings of India.

(ii) 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.

(iii) Units registered with RINL for the tendered item(s).

SSIs/MSEs and units registered with RINL needs to submit notarized copies of the relevant valid registrations certificates for claiming exemption of EMD along with Techno Commercial bid.

9.5 Condition for availing benefit under purchase preferance to local SSIs(MSEs) clause no.2.0 (e) of tender notice & payment terms as per clause no. 4.0 above by local micro & small enterprenures (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/Enterpreneur memorandum acknowledgement part-II issued by any of the following for the items/ item category for which they are registered for availing the relevant benefits.

(a) District Industries Centre of Visakhapatnam.

(b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e units located within 100 Km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centres.

(c) NSIC registered units falling within the above jurisdictions i.e in (a) or (b) above.

9.6 The EMD / Bid money shall be forfeited:

a) if a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or

b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 10.0 of Annexure - II of the Tender documents.

10.0 **PERFORMANCE GUARANTEE BOND**:

10.1 The successful tenderer should submit Performance Guarantee so as to be received in the office of Dy. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure - VIII** of the tender document, for an amount covering 5% (Five percent) of the value of the quantity of material on landed cost basis in case of indigenous source or 5% (Five percent) of the order value in case of imported source covered by the aforesaid Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. **Further, the supplier is required to submit the duly filled in check list for BGs along with Performance Guarantee. The check list format is enclosed at Annexure – V of the tender documents.**

10.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

10.3 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.

10.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender.

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

10.6 Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender.

11.0 **STATEMENT OF DEVIATIONS**:

11.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation therefrom, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms and conditions of the Tender document, except for the deletions / deviations specifically proposed by them in their offer**.

11.2 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:
a) Specification, b) Price firmness, c) Liquidated damages, d) Weighment, e) Risk Purchase, f) Submission of EMD/ Bid Money, g) Consent for opening Performance Guarantee Bond, h) Inspection, i) Submission of Quality Assurance plan, j) Penalty and Total rejection, k) Arbitration and Jurisdiction and l) Default m) Integrity Pact

12.0 **OTHER GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:**

12.1 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 specifications, other information/ data/ documents/ confirmations/ deviations, if any. A price format as in the Part-B after blanking the prices may also be placed in the Part-A. However, no indication of price in any form, shall be given in Part-A. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0 and 2.0 above are also to be enclosed in Part-A.

Part-B: Price Bid should be submitted separately in the prescribed proforma at **Annexure-III** to the Tender Documents.

12.2 Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

12.3 Each page of the offer should be signed by the authorised officer(s) of the Tenderer.

12.4 The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear, in Block capital letters, superscription **"Tender for supply of Calcined Petroleum Coke against Tender No. Pur.5.66.CPC/0226, Dated 10.02.2015"** and should also bear superscription:
Part-A: Techno-Commercial Bid, orPart-B: Price Bid.

The two envelopes should then be sealed separately. The name and address of the tenderer should be mentioned on this envelope.

12.5 The envelopes referred to in para 12.4 above should be placed in another envelope which should be addressed to the **Executive Director(MM), Administration Building, Block-A, Purchase Dept, 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. 5.66.CPC/0226, Dated 10.02.2015".** This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

12.6 Tenders will be accepted upto **1030 Hrs (IST), on 13.03.2015 .**The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. The date and time of opening of price bid opening shall be intimated separately to technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorised representatives of the Tenderers who may choose to be present.

12.7 <u>Evaluation and rejection of offers</u>

12.7.1 RINL evaluates technical and commercial acceptable offers on Landed net of cenvat price (LNCP) basis.

12.7.2 After the reverse e-auction is conducted, the sealed price bids of all TA& CA tenderers irrespective of whether they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received along with the Techno Commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e Sealed prices and reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNCP) so arrived.

12.7.3 Offers which deviates from the vital conditions(as illustrated below) of the tender shall be rejected.

a. **Variable price being quoted against requirement of Firm prices.**
b. **Non submission of complete offers, appending signature on the offer and the prescribed formats**.
c. **Receipt of Offers after due date & time and or by e-mail/ fax**
d. **Acceptance of Integrity pact.**

12.8 In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

12.9 The price quotations should be given in only in the price format and not in any other accompanying documents or statement. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

13.0 **COMPLETENESS OF THE TENDER**:

13.1 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 to rejection.

14.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP.

14.1 If it comes to the notice of VSP at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

14.2 In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid/price bid is opened or after finalisation of contract punitive action shall be taken as per prevailing guidelines.

15.0 **Right to reject tenders**

15.1 RINL/VSP does not pledge itself to accept the lowest or any other tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tendered and tenderes shall supply the same at the rate quoted.

16.0 **Authorisation**

16.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender/price bid opening.

17.0 Vendor should mention excise duty, Tariff number, estimated assessable price and applicable excise duty percentage (rate) for item quoted, if excise duty applicable, in the offer, failing which the offer shall become liable for rejection.

If the vendor is dealer/stockist/Trader, the estimated assessable price of the product obtained by them from the manufacturer (wherever applicable) and/or MRP with abatment, if any , excise duty tariff number and applicable excise duty percentage (rate) should be mentioned in the offer, for each item quoted, if excise duty is applicable, failing which the offer shall become liable for rejection.

18.0 Tenderers must indicate Excise Assessable value w.r.t each of the quoted items in the Price bid (format is at Annexure – III). In case Excise Assessable value is not mentioned in the price bid, basic unit price quoted for such item(s) shall be considered as Excise Assessable value and the offer shall be evaluated accordingly.

If it comes to the notice of RINL/VSP at any point of time that Excise Assessable value of material supplied by the successful tenderer against the Purchase order placed against this ITT is less than the value indicated in the price bid, payment shall be released taking such lower Excise Assessable value into consideration and no claims whatsoever on this account shall be entertained.

19.0 Wherever the supplier quotes on FOR destination / VSP Stores basis supplier should ensure that materials are dispatched through registered common carriers as per the "Carriage by Road Rules 2011" notified on 28.02.2011 and " The Carriage by Road Act 2007". The Act / Rules are available on website www.morth.nic.in.

(ANNEXURE-III TO TENDER NO.PUR. 5.66.CPC/0226, Dated 10.02.2015)
PROFORMA FOR PART B: PRICE BID (FOR INDIGENOUS SUPPLIES)

1. Name of the Tenderer :
2. Address :

3.1 **Price break up in case of CST**:

a	Basic Price,(Rs. per MT)	
a-1	*Excise Assesable price(Rs.Per MT)	
b	Excise Duty (a or a-1 X12%)	
c	Education Cess(bX2%)	
d	Secondary & Higher Ed.Cess (bX1%)	
e	CST (a+b+c+d)X2%	
f	Freight	
g	Landed Cost (a+b+c+d+e+f)	
h	**Quantity offered**	

3.2 **Price break up in case of APVAT**:

a	Basic Price,(Rs. per MT)	
a-1	*Excise Assesable price(Rs.Per MT)	
b	Excise Duty (a or a-1X12%)	
c	Education Cess(bX2%)	
d	Secondary & Higher Ed.Cess (bX1%)	
e	Freight	
f	VAT (a+b+c+d+e)X5%	
g	Landed Cost (a+b+c+d+e+f)	
h	**Quantity offered**	

Total value of the quantity offered**(Landed Cost XQty. offered for supply):Rs.**

* In case Excise Assessable value is not mentioned in the price bid, basic unit price shall be considered as Excise Assessable value and the offer shall be evaluated accordingly. Kindly refer clause Clause No.18.0 of Annx-II of tender document.

4 CST Number :
State Sales Tax Number :

Note: (i) Specify APVAT and TIN No. if supplies are from Andhra Pradesh

SIGNATURE OF THE PARTY

Note: In the techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of taxes and duties levied and shall give specific confirmation that except the data asked for in the price bid, no other information or condition is given in the price bid. Price bid should contain no caveat conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

(ANNEXURE-III TO TENDER NO.PUR.5.66.CPC/0226, Dated 10.02.2015)

PROFORMA FOR PART B: PRICE BID (FOR IMPORTED SUPPLIES)

1.*Name of the Tenderer :

2.*Address :

3.*Country of Origin of commodity :

4. FOB Load port basis :
Price per Metric ton (in words as well as in figures)

5. CFR Visakhapatnam. :
Price per Metric ton (in words as well as in figures)

FOB component : _____

Freight : _____

6. Delivery schedule for supply :

7. Total value of the quantity offered :

8. *Port of loading for price quoted :
on FOB basis / CFR basis

* (Also to be indicated in Part- A : Techno - Commercial Bid)

.

.....
Signature and Name of the Tenderer

P.S. In the techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of taxes and duties levied and shall give specific confirmation that except the data asked for in the price bid, no other information or condition is given in the price bid. Price bid should contain no caveat conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

(ANNXEXURE-IV TO TENDER NO PUR.5.66.CPC/0226, Dated 10.02.2015)
SEE PARA 1.3 OF INSTRUCTIONS TO TENDERERS
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO - COMMERCIAL BID – PART-A OF YOUR OFFER

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 1.2 of ITT		
3	Technical specification	To be confirmed as per Annx-I of tender document		
4	Delivery schedule	To be confirmed as per Para 1.3 of ITT		
5	Average annual production capacity	To be confirmed as per Cl.2.1 of Annx-II of ITT		
6	Letter of Authority from Manufacturer	To be submitted as per Cl.2.2 of Annx-II of ITT.		
7	Payment terms	To be confirmed as per Cl.4 of Annx-II of ITT		
8	EMD / Bid Money	To be confirmed as per Cl.9 of Annx-II of ITT		
8.1	Submission of notarized copy of SSI/MSE certificate for claiming exemption of EMD/Bid money	To confirm (in case of SSI/MSEs)		
9	Country of Origin	To confirm (in case of imported source)		
10	Price Basis	To be confirmed as per Cl. 3of Annx-II of ITT		
11	Price firmness	To be confirmed as per Cl.5 of Annx-VII of ITT		
12	Insurance	To party's a/c (for indigenous supply)		
13	Packing	To be confirmed as per Cl.11 of Annx-VII of ITT		
14	Load Port	To confirm the details of load port		
15	Validity of offer	To be confirmed as per Cl. 8 of Annx-II of ITT		
16	Inspection	To be confirmed as per Cl.1 of Annx-VII of ITT		
17	Total Rejection	To be confirmed as per Cl.2 of Annx-VII of ITT		
18	Weighment	To be confirmed as per Cl.3 of Annx-VII of ITT		
19	Test cum Guarantee certificate	To be confirmed as per Cl.13 of Annx-VII of ITT		
20	Liquidated damages	To be confirmed as per Cl.14 of Annx-VII of ITT		
21	Default	To be confirmed as per Cl.15 of Annx-VII of ITT		
22	Risk Purchase	To be confirmed as per Cl.16 of Annx-VII of ITT		
23	Arbitration & Jurisdiction	To be confirmed as per Cl.25 of Annx-VII of ITT		
24	Force Majeure	To be confirmed as per Cl.24 of Annx-VII of ITT		
25	Performance Guarantee Bond	To be confirmed as per Cl.10 of Annx-II of ITT		
26	Quantity that can be stuffed in 20' Container	To confirm (In case of Imported offers)		
27	Indian Agent details	To be confirmed as per Cl.7 of Annx-II of ITT		
28	Other terms&conditions of ITT/GCC	To confirm acceptance.		
29	Submission of Modvatable documents	To confirm acceptance as per Cl10.2 of Annx-VII of ITT		
30	Minimum lead time for commencement of supplies.	To confirm the time from the date of issue of LOI / Acceptance to Tender		
31	Submission of signed Integrity Pact	To be confirmed as per Cl.2.7 of Annx-II of ITT		
32	Evaluation of offers	To be confirmed as per Cl.12.7.2 of Annx-II of ITT		

……..
Signature and Name of the Tenderer

(ANNXEXURE-V TO TENDER NO PUR. 5.66.CPC/0226, Dated 10.02.2015)

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant,
Admn. 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. **5.66.CPC/0226, Dated 10.02.2015** (hereinafter referred to as the said Invitation to Tender) for purchase of 8,000Tons of Calcined Petroleum Coke with 1.0% Sulphur

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 (**) Rs. ……. and valid upto ……. as guarantee that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One hundred and Twenty) days from the date of opening of tenders.
b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% (Five percent) of the value of the quantity of Calcined Petroleum Coke with 1.0% Sulphur ordered at the price and on the terms accepted by RINL, within 30 (Thirty) days from the date of Acceptance to Tender / LOI or before commencement of supplies, whichever is earlier.

c) 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 Calcined Petroleum Coke with 1.0% Sulphur on the basis of (**) FOR VSP Stores/ FOB /CFR.

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 Rs…… (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.

We, ...…… (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer and/ or RINL.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at …….. (Address of local branch at Visakhapatnam).

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 180 days from the due date of opening the tenders.

For and on behalf of

_____
(Name of the Bank)

Signature
Name
( )

Duly constituted attorney and
authorised signatory

Designation :
Name and Address :
of the Bank

** - To be modified based on the source of supply i.e., Indigenous or Import.

ANNEXURE-VA TO TENDER NO.PUR. 5.66.CPC/0226, Dated 10.02.2015

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: **Tender No:**
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: **BG Date:**
BG Value:

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

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

Signature of the Tenderer

Date: …….

(ANNXEXURE-VI TO TENDER NO PUR.5.66.CPC/0226, Dated 10.02.2015)

LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURERR OF CALCINED PETROLEUM COKE WITH 1.0% Sulphur

(See 1.2 of Annexure -II of the Tender Documents)

To
THE GENERAL MANAGER (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. **5.66.CPC/0226, Dated 10.02.2015**.

We, ... a principal manufacturer of Calcined Petroleum Coke with 1.0% Sulphur of (place).....do hereby authorise M/s.....(Name and address of Seller) to make an offer in response to this invitation to tender.

We, ... a principal manufacturer of Calcined Petroleum Coke with 1.0% Sulphur do hereby convey our consent to supply Calcined Petroleum Coke with 1.0% Sulphur and or to the tendered specification through M/s.....(Name and address of Supplier) as per the terms and conditions of the 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.

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 Calcined Petroleum Coke with 1.0% Sulphur Manufacturer with seal)

Note: This letter of authority should be on the Letter-Head of the Calcined Petroleum Coke with 1.0% Sulphur Manufacturer and should be signed by a person competent and having the power of attorney to bind the Calcined Petroleum Coke with 1.0% Sulphur a Manufacturer.

This letter of authority should be submitted in original along with Part- A: Techno-commercial bid.

(ANNEXURE-VII TO TENDER NO.PUR.5.66.CPC/0226, Dated 10.02.2015)
GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

1.0 **INSPECTION**:

1.1 **INDIGENOUS**: Inspection at VSP shall be final. The sampling and analysis shall be as per the following procedure:

Sampling and Analysis shall be done at VSP on receipt of materials. The sample shall be drawn from each consignment received from the supplier. The sample so drawn shall be tested for size at VSP stores and for chemical analysis at VSP laboratory. In case the material is rejected on account of sieve analysis and/or chemical analysis, the supplier shall be intimated to depute their representative for joint sampling within 3 days of intimation (excluding the day of intimation). In case the supplier's representative do not turn up within the stipulated time as above, VSP will collect the sample and carry out the tests and the results of the same shall be final and binding on both the Seller and Buyer. The representative of suppliers may be present while sampling, if desires.

The chemical analysis of the material received shall be tested in VSP laboratory by Spectrometer method (SRF). Sieve analysis for size shall be carried out on round mesh sieves at VSP Stores. The inspection results for chemical analysis and sieve analysis at VSP shall be final.

1.2 **IMPORT:** Inspection of quality shall be done by mutually acceptable independent inspection agency, after the material has arrived at VSP Stores. The independent inspection agency shall be appointed by the Seller and charges shall be fully borne by the Seller. The inspection certificate issued by the inspection agency for quality will be final and binding on Seller and Buyer. Quantity as received and certified at VSP Stores (Ref. Cl.3.0 below) shall be final.

The entire material against each shipment will be transported to VSP Stores and inspection carried out within 15 days of completion of discharge. In the event of delay beyond 15 days, for moving the material from Port to VSP Stores, inspection agency shall issue certificate of quantity as per the weight recorded at Visakhapatnam. Quality and size inspection will be carried out by drawing samples at discharge port and corresponding certificates for quality will be final and binding on Seller and Buyer.

2.0 **TOTAL REJECTION:** Any lot deviating beyond the limits specified shall not be paid for. All deviations/rejections shall be informed to the Seller. The Seller is to ensure lifting of the materials within 30 days from the date of issue of such notice to the Seller. Payment, if any, made by the Company for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant.

3.0 **WEIGHMENT:**

3.1 **INDIGENOUS**: All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at VSP weighbridge or the invoice weight whichever is lower.

3.2 **IMPORT**: The weight of the material mentioned against each Bill of Lading at load port, shall be compared with the weight recorded at VSP weigh bridge after clearance by the Customs at disport. The weight recorded at VSP weighbridge shall be the basis for final settlement of payment. . Provisionally the payment for 95% of the value of good shall be made as per weight recorded on the B/L weight and balance 5% will be paid on submission of accepted Goods acceptance and rejection note issued by VSP for accepted qty..However in case , any more shortage is noted as per VSP weighment which will be final , debit note for the difference qty will be raised on the party and the supplier has to remit the advised amount within 15 days of such advice. This clause is applicable to the extent the consignment is in "INTACT" bags only. For the bags not in "INTACT" condition, the weight as mentioned in the packing list shall be considered as final for the purpose of payment.

4.0 **MARINE INSURANCE (IN CASE OF IMPORT OFFER)**:

4.1 The insurance is to be arranged by the Purchaser. Within 5 working days of shipment, the supplier shall furnish by fax / e-mail the following particulars of the shipment to the Underwriters of the Purchaser:
(a) Purchaser Order Number, (b) Purchaser's Marine insurance open cover number, (c) Name of the vessel, (d) Port of shipment, (e) Date of sailing of the vessel from port of shipment, (f) Bill of Lading number and date with description of the materials, (g) number of packages/ bundles/ containers, (h) quantity shipped including gross and net weight, (i) invoiced value of the materials shipped, (j) port of discharge.

Further, the above cable/telex/fax intimation must invariably be repeated to the main office of the Purchaser.

In case of C&F shipments, RINL will bear the marine insurance premium for the ships not older than 15 years. If the age of the ship is more than 15 years the additional insurance premium payable on this account (overage premium) shall be to the SELLER's account.

5.0 **PRICE VARIATION**: Price shall remain firm till completion of supplies.

6.0 **TERMS OF PAYMENT**:

6.1 100% of the value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 60th day from the date of acceptance of material at VSP Stores.

6.2 The PURCHASER encourages Electronic Fund Transfer for payment direct to Seller's Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Cheque date will be considered for arriving at 60th day. Any other mode of payment term will be suitably loaded while evaluating the tender.

6.3 In case o f Imports, L/C payment shall be made upon presentation of documents specified at Para 10.1 of **Annexure – VII** of tender document. All Bank charges outside India are to SELLER's account and all Bank charges within India are to PURCHASER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller even if they are incurred in India.

7.1 **PORT OF DESTINATION**: Visakhapatnam, India

7.2 **PORT OF LOADING**: Please indicate the details of Port of Loading.

8.0 **SHIPPING PROCEDURE (IN CASE OF IMPORT OFFER)**:

8.1 In case the order is finalised in FOB terms the shipping arrangements will be made by the Shipping Co-ordination and Chartering Division, Ministry of Shipping and Transport, New Delhi (Cable: TRANSCHART, NEW DELHI, TELEX: VAHAN ND.2312, 2448 AND 3104) through their respective forwarding agents/ nominees to whom adequate notice of not less than six weeks about the readiness of cargo for shipment should be given by the supplier from time to time for finalising the shipping arrangements. The details of forwarding agents / nominees will be indicated in the order.

8.2 The Bills of Lading shall be drawn so as to show:

Shippers	:	(Name of the supplier)
Port Consignee	:	Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant- Port Operation Office Dr. Ambedkar Bhavan, Room No.422, Port Area, Visakhapatnam- 530035 (Telefax: +91 891 2566907).
Ultimate Consignee	:	GENERAL MANAGER (MM) I/c Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam 530 031

8.3 In case the order is finalised on FOB terms the two non-negotiable copies of the Bills of Lading indicating the gross freight amount and rebate allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi after the shipment of each consignment is effected.

9.0 **CONDITIONS FOR SHIPMENT (IN CASE OF IMPORT OFFER)**:

9.1 The materials shall always be shipped UNDER DECK only. Under no circumstances, shipment "On Deck" will be permitted or accepted.

9.2 In case the order is finalised in FOB terms every shipment against this Purchase order must be made under Bill (s) of Lading marked "Freight to Pay" providing for discharge on Liner terms on Quay/Wharf/Berth at the port of discharge, free of risk and expense to the Purchaser. The date of the Bill of Lading shall be treated as the date of Shipment.

10.0 **SHIPPING DOCUMENTS (IN CASE OF IMPORT OFFER)**:

10.1 In respect of each shipment against the order, if any, placed by the Purchaser, each of the under mentioned documents shall be made out separately by the Seller:

Advance set of documents to be airmailed by the Seller to the Purchaser's Transport and Shipping Department within 7 working days from the date of shipment			Original set of documents to be presented by the Seller to the negotiating bank for drawl of payment / negotiation against Purchaser's Letter of Credit		
Sl. No.	Description of the document	No. of copies to be sent	Sl. No.	Description of the document	No. of copies to be sent
1	First Original (1/3) negotiable clean on board ocean Bill of Lading stamped, signed marked "Freight To Pay / Pre-paid" made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: Rashtriya Ispat Nigam Ltd. (Office at the Port of discharge)	One Original	1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board Ocean Bill of Lading stamped, signed, marked "Freight To Pay / Pre-paid" made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: Rashtriya Ispat Nigam Ltd. (Office at the Port of discharge)	Two Originals
2.	Non-negotiable Bill of Lading	5 copies	2.	Non-negotiable Bill of Lading	5 copies
3.	Seller's commercial Invoice	5 signed copies	3.	Seller's commercial Invoice	5 signed copies
4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies	4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies
5.	Packing list	5 signed	5.	Packing list	5 signed

		copies			copies
6.	Certificate of Origin	5 signed copies	6.	Certificate of Origin	5 signed copies
7.	Lloyds certificate & or forwarding agents certificate certifying the age and sea worthiness of the carrying vessel	3 signed copies	7.	Seller's certificate to the effect that shipment has been made as per Clause-8.0	3 signed copies
			8.	Seller's fax intimation of shipment to the main office of the Purchaser and underwriters	3 signed copies
			9. 10	Seller's certificate confirming despatch of advance set of documents which also includes (1/3) original B/L within 7 working days from the B/L date Goods acceptance note (GARN) issued by purchaser	3 signed copies 1 signed copy

Note: The above shipping clauses shall be suitably amended in case of C&F Order.

10.2 **INDIGENOUS :** The Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass 'duplicate copy' for the transporter (for availing CENVAT) and "Tax Invoice" (for availing VAT) is handed over by the transporter to VSP. In case of non-submission of this document, the amount equivalent to the loss of CENVAT / VAT shall be recovered from the amount due.

11.0 **PACKING & MARKING**:

11.1 **PACKING**:

11.1.0 **INDIGENOUS :** Packing clause: The material should be securely packed in new non-returnable in White colour HDPE / gunny bags of 20 kgs with moisture proof lining. The bag should be properly stitched and sealed. The bags should be printed with the supplier's name and Item name. The packing should avoid fines generation and contamination from foreign particles / moisture.

11.1.1 **IMPORT**: Material should be packed in suitable New non-returnable WHITE colour HDPE / GUNNY bags of 20 Kgs with moisture proof lining for Calcined petroleum Coke with 1.0% Sulphur and stuffed in New non-returnable one Metric Ton Sea Worthy bags.

11.1.2.1 The Supplier shall include and provide for securely protecting and sea worthy packing the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at Purchaser's site under conditions which may involve multiple handling, transport by ship, rail and road, storage, exposure, to heat moisture rain etc. Wherever considered necessary, the Purchaser or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Supplier shall carry out the same free of charge. All packing shall allow for removal and checking at site.

11.2 **MARKING**:

11.2.1 All packages shall be clearly and properly marked in English language with indelible paint stencilling. All previous irrelevant markings shall be carefully obliterated. The Supplier shall ensure that the following are clearly and legibly stencilled with good quality non-fading paint on the packages.

a) Name and address of the Consignee : Rashtriya Ispat Nigam Ltd.
Visakhapatnam Steel Plant,
Visakhapatnam 530 - 031
Andhra Pradesh, INDIA.

b) Name of the Supplier :
c) Order No. :
d) Description :
e) Quantity :
f) Package number :
g) Gross and nett weights :
h) * Port of loading & unloading :

12.0 **PACKING LISTS (IN CASE OF IMPORT)**:

12.1 Each package shall have a detailed packing list quoting specifically the name of the Seller, number and date of the order, the name of the Purchaser and the description of the stores and the quantity contained in the package. Duplicate copy of the packing list shall be put in a water proof envelope and fastened securely to the outside of the package.

12.2 Notwithstanding any thing stated in this Article, the Seller shall be entirely responsible for loss, damage or depreciation to the materials occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

13.0 **TEST CUM GUARANTEE CERTIFICATE AND MSDS**:

13.1 The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.

Test certificate shall be submitted from Govt./Govt. approved laboratories or own lab in case of ISO certified manufacturer.

13.2 Replacement of defective materials shall be made free of cost at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at his expenses.

14.0 **LIQUIDATED DAMAGES:**

14.1 Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of the total order value. However, this is subject to the condition that delayed quantity in a month is either 10 Tons or more out of the monthly projected quantity. The liquidated damages for delayed supplies (if any) as mentioned above shall be calculated once in every three months and recovered from the bills of the Seller.

15.0 **DEFAULT**:

15.1 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 24.0 herein below.

16.0 **RISK PURCHASE:**

16.1 The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 15.0 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 to the extent it is not terminated under the provisions of this Clause. However, this is subject to the condition that delayed quantities out of the monthly schedule is either 10 Tons or more out of total monthly projected quantity.

17.0 **RECOVERY OF SUMS DUE:**

17.1 Whenever under this Acceptance to Tender 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 with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Acceptance to Tender.

18.0 **RESPONSIBILITY:**

18.1 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.

19.0 **TRANSFER AND SUB-LETTING:**

19.1 The SELLER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER.

20.0 **EXPORT LICENCE**:

20.1 It shall entirely be the responsibility of the SELLER to obtain the requisite Export Licence and to comply fully and to honor 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.

21.0 **TAXES AND DUTIES**:

21.1 The SELLER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.

22.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION**:

22.1 This Acceptance to Tender 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 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.

23.0 **WAIVER**:

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

24.0 **FORCE MAJEURE**:

24.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurance therof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Seller may with the concurrence of the Purchaser, elect to retain.

25.0 **ARBITRATION AND JURISDICTION:**

25.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

25.2 In case of any legal proceedings are instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted in the appropriate Civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have Jurisdiction.

26.0 **LEGAL INTERPRETATIONS**:

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

26.2 **IMPORT**: To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2000 " shall be applied.

27.0 **LIABILITY OF GOVT. OF INDIA:**

27.1 It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender 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 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 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.

28.0 All other terms and conditions shall be as per VSP's G.C.C for supply of Material.

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(ANNEXURE-VIII TO TENDER NO.PUR.5.66.CPC/0226, Dated 10.02.2015)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred)
TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

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

Bank Guarantee No Dt

LETTER OF GUARANTEE

WHEREAS M/s_____hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No._____ Dated_____(hereinafter called the said A/T) for the supply of_____(_____)metric tons of Calcined Petroleum Coke with 1.0% Sulphur (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, ……..... (name of bank & branch) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____(Rupees_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T and/or in the performance of the said A/T by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said A/T or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, ……. (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) six months after

the date of Bill of Lading of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, …….(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, …….. (name of bank & branch), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, …… (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, …….. (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said A/T and We, ... (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SELLER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, …….. (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto _____and that the same shall be extended further according to the provisions contained herein above.

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

8. We, ……(name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at …….. (Address of local branch at Visakhapatnam).

Note: The expression "SELLER" wherever appearing in this Performance Guarantee Bond shall also include the "PRODUCER".

FOR AND ON BEHALF OF
(name of bank & branch)
Signature:
Name:
DULY CONSTITUTED ATTORNEY
& AUTHORISED SIGNATORY
Designation
(name of bank & branch)

(ANNEXURE-IX TO TENDER NO PUR. 5.66.CPC/0226, Dated 10.02.2015)
PROFORMA OF INTEGRITY PACT

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal:

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

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

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

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

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

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

(1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

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

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

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

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

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts:

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

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

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

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

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

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

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms

of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

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

Section 5 – Previous transgressions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit

proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

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

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

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

Section 9 – Duration of the Integrity Pact:

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

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

Section 10 – Other provisions:

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

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

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

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

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

_____ _____

(For & On behalf of the Principal)

(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 alongwith the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).

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

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

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

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

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

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

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

3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/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.