

OPEN TENDER (INDIGENOUS FIRMS ONLY)

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

PHONE NO: +91 891 2519508

FAX NO.+91 891 2518756 /
+91 891 2518753

**CORRIGENDUM NUMBER 002 dtd.17.04.2015 TO OPEN TENDER NOTIFICATION
Invitation to Tender No.Pur. 5.67.0003/6704 , Dated: 24.02.2015**

Sealed tenders are invited for supply of 6,000 MT of
Ladle Covering Compound (Burnt Rice Husk)

Last date & time for receipt of Tenders : **04.05.2015 by 10.30 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 10.30 **Hrs. (IST) of last date** 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 may kindly note that there will not be further extension of Tender opening date. All the other terms shall remain unchanged. **The tenderers should refer to RINL's website regularly for any corrigendum.**

- EXECUTIVE DIRECTOR (MM)

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**CORRIGENDUM NUMBER 001 dtd.06.04.2015 TO OPEN TENDER NOTIFICATION
Invitation to Tender No.Pur. 5.67.0003/6704 , Dated: 24.02.2015**

Sealed tenders are invited for supply of 6,000 MT of
Ladle Covering Compound (Burnt Rice Husk)

Last date & time for receipt of Tenders : **17.04.2015 by 10.30 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 10.30 **Hrs. (IST) of last date** 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 may kindly note that there will not be further extension of Tender opening date. All the other terms shall remain unchanged. **The tenderers should refer to RINL's website regularly for any corrigendum.**

- EXECUTIVE DIRECTOR (MM)

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

Part - A of tender document downloaded from www.vizagsteel.com by

Messers:

(Signature and seal of the tenderer)

The Earnest Money Deposit is remitted with the tender by

Cheque/DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

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OPEN TENDER NOTIFICATION

Invitation to Tender No.Pur. 5.67.0003/6704 , Dated: 24.02.2015

Sealed tenders are invited for supply of 6,000 MT of
Ladle Covering Compound (Burnt Rice Husk)

Last date & time for receipt of Tenders : **06.04.2015 by 10.30 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 10.30 **Hrs. (IST) of last date** 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. **The tenderers should refer to RINL's website regularly for any corrigendum.**

- EXECUTIVE DIRECTOR (MM)

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

Tender for Supply of Ladle Covering Compound (Burnt Rice Husk)

ITT No PUR. 5.67.0003/6704 dtd.24.02.2015

Broad Description of Tender Documents

Para No.	Description	No. of Pages	Page Nos.
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1	Notice Inviting Tender	3	6-8
2	Technical Specification of material – Annexure I	1	9
3	Instructions to Tenderers - Annexure II	8	10-17
4	Proforma for Price Bid : Part B – Annexure - III	1	18
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7	Proforma for Performance Guarantee Bond – Annexure VI	2	24-25
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Materials Management Department (Purchase Wing)
Block-A, 3rd Floor
Main Administrative Building
Visakhapatnam Steel Plant
Visakhapatnam-530 031
Andhra Pradesh, India
Phone: +91 891 2519508
Fax: +91 891 2518753 / 2519756
E.Mail: orkey@vizagsteel.com / sjha@vizagsteel.com

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VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530 031, INDIA**

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FAX NO.+91 891 2518756 /
+91 891 2518753

**OPEN TENDER NOTICE FOR SUPPLY OF
LADLE COVERING COMPOUND (BURNT RICE HUSK)
INVITATION TO TENDER NO. PUR.5.67.0003/6704, Dated: 24.02.2015**

**NOTICE INVITING TENDERS FOR SUPPLY OF LADLE COVERING COMPOUND (BURNT
RICE HUSK)**

- 1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders from Indigenous manufacturers/suppliers for supply of Ladle Covering Compound (Burnt Rice Husk), conforming to Technical specifications at Annexure - I of tender document.
- 2.0 **QUANTITY:** The PURCHASER intends to purchase 6,000 Tons of Ladle Covering Compound (Burnt Rice Husk), conforming to Technical specifications as at **Annexure-I** of tender document.
- 3.0 **DELIVERY:**
- 3.1 The tentative schedule at which the supplier should effect delivery is 600 MT/month from **Aug'2015** onwards till completion 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. Delivery of enhancement quantity to be supplied shall be indicated at the time of exercising the option.
- 3.2 The successful tenderers should commence delivery of material @ 600 MT within 10 days from the date of placement of LOA or A/T and complete delivery of the monthly scheduled quantity in an evenly spread manner in the month. The delivery of the balance order quantity shall be continued at the monthly scheduled quantity basis till completion.
- 3.3 VSP Reserves the right to reject offers not meeting VSP's Schedule /to consider offer with best delivery schedule(s).
- 4.0 **Submission of Offers:**
- 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.
- 4.2 A Proforma as given in **Annexure -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. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
- 5.0 **Evaluation:**
- 5.1 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT per MT.

- 5.2 As per prevailing guidelines, RINL shall be conducting Reverse e-Auction prior to opening of sealed price bids. All technically and commercially acceptable (TA & CA) bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 5.4 below. In case of reverse e-auction, the bidders would be required to quote prices only on the basis of landed net of CENVAT/VAT price for VSP stores. Only such tenderers whose offers are techno-commercially accepted and who have furnished User IDs at Sl.No.25 of Annexure-IV of the ITT shall be permitted to participate in Reverse e-Auction. Modalities of evaluation of Landed Net of CENVAT prices/VAT prices are given at Para: 4.5 of Annexure-II of ITT.
- 5.3 After the Reverse e-Auction is conducted, the sealed price bids of all the TA & CA tenderers, irrespective of whether they have participated in the Reverse e-Auction or not, shall be opened within a short duration i.e., within 2 working days. 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 price bid prices & Reverse e-Auction prices) of all the tenderers. Placement of order shall be considered on the L1 price (LNCP) so arrived.
- 5.4 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 Purchase
 - Click on “new user!!! Click to register” for generating user ID & fixing corresponding password.
- 5.5 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 Purchase sub menu.
- 5.6 TA & CA tenderers would be authorized to quote their Landed Net of CENVAT/VAT (LNCP) prices only on e-reverse auction engine on a fixed time and date.
- 5.7 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website.
- 6.0 **Earnest Money Deposit:** Each tender shall be considered only if Earnest money deposit in Indian Rupees by means of either a banker's Cheque/Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (subject to realization) for an amount **Rs. 1,75,000/-** (Rupees One Lac Seventy Five Thousand only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.
- 7.0 **Receipt of Offers:**
- 7.1 Tenders will be accepted upto **10.30 Hrs. (IST) on 06.04.2015**. 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.
- 7.2 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

- updatation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).
- 7.3 RINL / VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 8.0 **No of Sources:**
- 8.1 The tendered quantity shall be taken from four Techno-commercially acceptable tenderers subject to matching of the L1 landed net of Cenvat / VAT price by L2, L3, L4 tenderers etc in that order and the tendered quantity will be distributed in the ratio 40:20:20:20. However this is subject to L1 to L4 tenderers together offer for supply of total tendered quantity as per the tentative delivery schedule indicated at Para 3.0 above.
- 8.2 VSP reserves the right to procure any or all the tendered items/quantities from one or more than one source.
- 9.0 **Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the right:**
- 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 MSEs (Micro and Small Entrepreneurs) as per prevailing guidelines. In case a Local MSE becomes TAL1 tenderer, purchase preference will not be extended to another Local MSE in the tender.
- 10.0 At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments Or Corrigendum will be notified on RINL's website at regular intervals. Therefore the tenderers should refer to RINL's website regularly for any corrigendum.

- **EXECUTIVE DIRECTOR (MM)**

TECHNICAL SPECIFICATION OF LADLE COVERING COMPOUND (RICE HUSK)

- 1) LCC SHOULD GIVE GOOD INSULATION ON TOP OF LIQUID STEEL FOR COMPLETE CASTING DURATION
- 2) AFTER ADDITION OF LCC IN LADLE, BLACK TOP OR DULL RED TOP COLOUR SHOULD REMAIN TILL THE END OF CASTING
- 3) LCC MUST HAVE GOOD SPREADABILITY AND SPREAD WITHIN SHORTEST POSSIBLE TIME.
- 4) IN LCC, THE MAXIMUM MOISTURE CONTENT PERMISSIBLE LIMIT WILL BE UPTO 10%.
- 5) AFTER OR DURING ADDITION IN LADLE IT SHOULD NOT CATCH FLAME, SHOULD NOT CREATE FUMES WITH SMOKE AND SHOULD BE FREE FROM POLLUTION & DUST EMISSIONS.
- 6) LCC WEIGHING 8-10 KGS SHOULD BE PACKED IN POLYTHENE BAGS WELL STITCHED WITH CLEAR IDENTIFICATION MARK OF THE SUPPLIER AND BATCH NUMBER.
- 7) LCC SHALL BE RICE HUSK MATERIAL BURNT IN ABSENCE OF AIR; PRODUCT MUST BE BLACK FLAKES (GRAINS).
- 8) IN EVERY HEAT AROUND 250-300 KGS WILL BE APPLIED ON TOP OF STEEL BATH IN LADLE IN NORMAL CONDITIONS AND IT MAY VARY DUE TO SHOP LOGISTICS AND GRADES OF STEEL.
- 9) IF THE PERFORMANCE OF SUPPLIER DOES NOT IMPROVE CONSISTENTLY, THEN VSP MAY DIVERT THE BALANCE ORDER AT THE RISK & COST OF DEFAULTING SUPPLIER. VSP RESERVES THE RIGHT TO USE THE MATERIAL ALREADY RECEIVED AT SHOP AND REJECT THE BALANCE MATERIAL OF THAT BATCH LYING AT STORES.

(Signature of Party with Seal)

INSTRUCTIONS TO TENDERERS

- 1.0 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:** If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing **“CREDENTIALS” and the ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the tender:
- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. 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 Dealer / Agent / Trader etc.
(OR)
Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.
 - (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
 - (iii) Notarised copies of excise Sales Tax (CST, VAT), Service Tax Registration Certificate 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.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-enlisted vendor shall be rejected in case of non-submission or incomplete submission of the above documents or RINL/VSP finds that the credibility of the un-enlisted 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 Ladle Covering Compound (Burnt Rice Husk) or Suppliers shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:
- a) Detailed information of the Manufacturer along the latest copies of the executed / on going orders (during the last 1 year) of Ladle Covering Compound (Burnt Rice Husk) with different clients.
 - b) Documents showing the exact nature of ownership
 - c) Production capacity of Ladle Covering Compound (Burnt Rice Husk) and annual production during the last three years.
 - d) A recent Test and Inspection Certificate (dated not later than one year from the date of tender) issued for the material by a reputed International test house/ Government approved test house in case the tenderer is a new Supplier to RINL/ VSP.
- 2.2 In case the 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.
- 2.3 Offers from Indigenous manufacturers will be accepted. Tenderers who may be suppliers of Ladle Covering compound offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authorization of the concerned manufacture, as per the proforma at **Annexure - 7** of Details terms and conditions of Supply tender (www.vizagsteel.com), specifically authorising the said tenderer to make an offer in response to this Invitation to Tender. This Letter should be submitted along with Part - A: Techno-commercial bid.
- 2.4 **Integrity Pact:** The Tenderer is required to unconditionally accept the “Integrity Pact” and shall submit the same duly signed & stamped on each page in his Techno-commercial bid. (Please refer Annexure – VII).
- 2.5 In case where RINL/VSP decides to procure the material from one or more than one source, **Only one offer shall be submitted by companies using same equipment/facilities/address**, and if it comes to 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/Security deposit etc if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 3.0 **QUOTING OF PRICE(S):**
- 3.1 The price per MT quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed till execution 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 Price Bid format enclosed at **Annexure-III**. In case of any discrepancy between the two, the price indicated in words shall only be considered.
- 3.2 **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 Identification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.
- 3.3 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.
- 3.4 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.
- 3.5 Tenderers’ Central & State sales Tax, VAT Reg no etc are to be necessarily indicated in the offer.
- 3.6 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 actuals on the date of dispatch, suitable loading would be done with maximum ED and ST Rates as applicable.

4.0 **TERMS OF PAYMENT:**

- 4.1 100% payment shall be made after satisfactory performance of the material within 60 days (21 days for local Micro and Small Enterprises subject to **submission of documents as stipulated vide Clause : 7.3 below**) of submission of bills based on the Performance certificate issued by HOD (SMS) or his authorized representative.
- 4.2 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 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 for ranking / evaluation purpose.
- 4.4 In case an offer with deviations to payment terms is considered, it shall be loaded suitably (@ 20% per annum) for the purpose of comparison with other offers. The general principle 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. The above illustration is on the presumption that the tenderer have confirmed acceptance of all the terms and conditions stipulated in the tender. RINL / VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL /VSP have financial implications to RINL / VSP.
- 4.5 Illustration for calculation of Landed Net of CENVAT/VAT Price (LNCP) :

		Rs./MT	Rs./MT
1	Basic Price#	1000.00	1000.00
2	Packing & Forwarding#	100.00	100.00
3	Excise Duty& Cess @ 12.36 % on [1+2]*	135.96	135.96
	Sales Tax (CST/VAT)*	CST @ 2%	VAT @ 14.50%#
4	Sales Tax on (1+2+3)	24.72	179.21
5	Freight#	100.00	100.00
6	Landed (1+2+3+4+5)	1360.68	1515.17
7	Cenvat (3)	135.96	135.96
8	ITC @ 11.26% on (1+2+3)	NA	139.17
9	Landed net of Cenvat/VAT [6-7-8]	1224.72	1240.05

- Assumption.

* Statutory levy (Ruling at the time of offer)

The applicable ITC for VAT @ 5% is 1.77%.

- 5.0 **VALIDITY OF THE OFFER:** Each tenderer shall keep his Techno commercial offer firm and valid for acceptance by RINL for a period of **120 (One Hundred and Twenty) days** from the actual date of opening of tenders.

6.0 **EARNEST MONEY DEPOSIT:**

- 6.1 Each tender shall be considered only if Earnest Money Deposit (EMD) in Indian Rupees by means of either a banker's Cheque/Demand Draft drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (subject to realization) Or in Electronic mode for an amount **Rs.1,75,000/-** (Rupees One Lac Seventy Five Thousand only) is to be submitted along with or prior to opening of Part-A: Techno-commercial Bid.

- 6.2 Tenders received without the Earnest Money Deposit of requisite value will be summarily rejected. Earnest Money Deposit shall not accrue interest. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.
- 6.3 The Earnest Money Deposit 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.
- 6.4 The following categories are exempted from submission of Bid Money :
- a) Central/State Government Public Sector Undertakings of India.
 - b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
 - c) Units registered with RINL for the tendered item(s).

SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

However, they would be required to establish Performance Guarantee Bond in case they are successful in the tender.

- 6.5 The EMD 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 8.0 of Annexure - II of the Tender document.

7.0 PURCHASE PREFERENCE:

- 7.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide Clause 7.3 below.
- 7.2 Condition for availing benefit under Clause 8.0 of Detailed Terms and conditions of Invitation to Supply Tender (Refer VSP's web site [www @vizagsteel.com](http://www.vizagsteel.com)) and 4.1 above by Local Micro & Small Entrepreneurs (Local SSIs).
- 7.3 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur 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 as stipulated at 7.2 above.
- 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 Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.
 - c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

8.0 PERFORMANCE GUARANTEE BOND:

- 8.1 The successful tenderer should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly by Registered post so as to be received in the office of Asst.

General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOA/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 –VI of the tender document, for an amount covering 5% (Five percent) of the value of the quantity ordered on landed cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

- 8.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation bank 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
- 8.3 The Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 8.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 8.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of delivery of the last consignment.
- 8.6 The Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month of consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender.
- 8.7 The following checklist shall also be submitted, while submitting PG Bond:

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No

10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: %Issuance of this bank guarantee may also be got confirmed from our controlling branch / officer / Higher Authority (Name & Address)+	Yes / No
12	BG contains the clause for E nforceability of the same at Visakhapatnam*q and the address for the same is also specified in the BG. * In case of outstation departments. City of the operating department.	Yes / No

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

Signature of the Supplier

Date: 0 0 0 0 0 0 0 .

9.0 **STATEMENT OF DEVIATIONS:**

9.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, 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 / GCC, except for the deletions / deviations specifically proposed by them in their offer.**

9.2 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) Submission of EMD. d) Weighment.
- e) Inspection. f) Performance Guarantee Bond. g) Packing.
- h) Default. i) Liquidated damages. j) Risk Purchase.

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

10.1 The detailed offer together with its enclosures should be submitted as Part-A - Techno-Commercial Bid in a sealed envelope.

Part-A should contain all details on technical specifications, other information/ data/ documents/ confirmations/ deviations, if any. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0 and 2.0 above are to be enclosed in Part-A. The following shall be enclosed in Part-A.

1. **Annexure – I** duly signed and stamped on each page.
2. Duly filled Check list as per **Annexure-IV**.
3. **Integrity pact** (Annexure-VII) duly signed and stamped on each page.
4. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at **Annexure-VIII** of this Instructions to Tenderers.
5. The blank format of **price bid after blanking the prices** (but indicating the percentage of Taxes and Duties).

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

- 10.2 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.
- 10.3 Each page of the offer should be signed & stamped by the Tenderer.
- 10.4 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 Ladle Covering Compound Tender No. Pur.5.67.0003/6704, Dated: 24.02.2015"** and should also bear superscription:

Part-A: Techno-Commercial Bid, or

Part-B: Price Bid.

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

- 10.5 The envelopes referred to in para 10.4 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-530031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription **"OFFER IN RESPONSE TO TENDER NO. PUR. 5.67.0003/6704, Dated: 24.02.2015 DUE ON 06.04.2015"**. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 10.6 Tenders will be accepted upto 10.30 **Hrs (IST) on 06.04.2015**. 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.
- 10.7 **Examination and rejection of offers :**
- 10.7.1 RINL Evaluates technical and commercial acceptable offers on the basis Landed net of CENVAT/VAT price (LNCP) per MT.
- 10.7.2 Offers which deviate from the vital conditions (as illustrated below) of the tender shall be rejected.
- Non-Submission of Annexure-I duly signed and stamped.
 - Variable price being quoted against requirement of Firm prices.
 - Submission of in-complete offers, non-appending signature on the offer and the prescribed formats.
 - Receipt of Offers after due date & time and or by e-mail/ fax.
 - Non-acceptance of Integrity Pact.
- 10.8 **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.**
- 10.9 The price quotations should be given in only in the price format (Annexure-III of ITT which is enclosed) 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. The techno-commercial bid should not contain price details. In case of techno-commercial bid offer contains the details of price, the price details available in sealed price bid offer only be considered for evaluation.

- 11.0 **COMPLETENESS OF THE TENDER:** 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.
- 12.0 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP.**
- 12.1 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.
- 12.2 The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract /contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 12.3 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.
- 13.0 **Right to reject tenders:** 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.
- 14.0 **Authorisation:** Representative of the tenderers is required to produce letter of authorization, if they are to be permitted to attend tender/price bid opening.
- 15.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM>Detailed terms and conditions of Invitation to Tender (ITT)) .

ANNEXURE-III TO TENDER NO.PUR.5.67.0003/6704, Dated: 24.02.2015

PROFORMA FOR PART B: PRICE BID

To be submitted in a Separate Sealed cover

Catalogue No.09/15055684801: Ladle Covering Compound – Burnt Rice Husk

In figures as well as words

1	Basic price per MT (in Rupees)	
2	Packing & Forwarding Charges per MT, if any	
3	Ed & Cess @ _____%	
4	Sales tax (CST/VAT) @ _____%	
5	Freight per MT, if any	
6	Landed per MT	

7	Excise assesable value per MT (if it is different from Basic value indicated above)	
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.....
Signature and Seal 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. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

ANNEXURE-IV TO TENDER NO PUR.5.67.0003/6704, Dated: 24.02.2015

**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 Cl.2.0 of ITT		
3	Technical specification	To be confirmed as per Annexure-I of ITT		
4	Delivery schedule	To be confirmed as per Cl.3.0 of ITT		
5	Payment terms	To be confirmed as per Cl.4.0 of Annx-II of ITT		
6	EMD	To be confirmed as per Cl.6.0 of Annx-II of ITT		
7	Price Basis	To be confirmed as per Cl.3.0 of Annx-II of ITT		
8	Price firmness	To be confirmed as per Cl.3.0 of Annx-II of ITT		
9	Insurance	To party's a/c (for indigenous supply)		
10	Packing & Marking	To be confirmed as per Cl.6.0 of Annx-V of ITT		
11	Validity of offer	To be confirmed as per Cl.5.0 of Annx-II of ITT		
12	Inspection	To be confirmed as per Cl.1.0 of Annx-V of ITT		
13	Weighment	To be confirmed as per Cl.2.0 of Annx-V of ITT		
14	Test cum Guarantee certificate	To be confirmed as per Cl.7.0 of Annx-V of ITT		
15	Liquidated damages	To be confirmed as per Cl.8.0 of Annx-V of ITT		
16	Guarantee	To be confirmed as per Cl.9.0 of Annx-II of ITT		
17	Default	To be confirmed as per Cl.10.0 of Annx-V of ITT		
18	Risk Purchase	To be confirmed as per Cl.11.0 of Annx-V of ITT		
19	Arbitration & Jurisdiction	To be confirmed as per Cl.18.0 of Annx-V of ITT		
20	Force Majeure	To be confirmed as per Cl.17.0 of Annx-V of ITT		
21	Performance Guarantee Bond	To be confirmed as per Cl.8.0 of Annx-II of ITT		
22	Commencement of supplies	To be confirmed as per Cl.3.0 of ITT		
23	Submission of Cenvat documents	To be confirmed as per Cl.5.0 of Annx-V of ITT		
24	Other terms and condition of ITT	To confirm acceptance.Cl.15.0 of Annx -II of ITT		
25	User ID for participation in Reverse e Auction			

.....
Signature and Name of the Tenderer

GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

- 1.0 **INSPECTION:** Inspection shall be carried out at VSP Stores by Receipt Inspection Cell (RIC). RIC shall collect the sample and deliver to QATD who will test and pass on the result to RIC.
- i) Samples shall be drawn as per the sampling technique truck wise.
 - ii) RIC to ensure that the samples are collected and tested within 72 hours of receipt of material in stores.
 - iii) Parameters to be tested by QATD are
Moisture content
The permissible limit for Moisture is 10% Max. In case moisture content exceeds 10%, the material shall be rejected.
 - iv) **Weight as per Specification to be checked by RIC.**
- 1.1 In case of any rejection of material due to any reason, party has to take back the same and replace with correct material within 4 days time of rejection intimation.
- 2.0 **WEIGHMENT:** 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 LR or the Invoice weight, whichever is lower.
- 3.0 **PRICE FIRMNESS:** Price shall remain firm till execution of order.
- 4.0 **TERMS OF PAYMENT:** As mentioned at Cl.No.4.0 of Annexure-II.
- 5.0 **CENVAT DOCUMENTS:** 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.
- 6.0 **PACKING & MARKING:** LCC weighing of 8 - 10 Kgs should be packed in polythene bags well stitched with clear identification mark of the supplier and batch number.
- 7.0 **TEST CUM GUARANTEE CERTIFICATE:**
- 7.1 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.
- 7.2 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.
- 8.0 **LIQUIDATED DAMAGES:** To recover from the supplier/contractor, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the supplier/contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores/item(s).
- 9.0 **GUARANTEE:** Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.

- 10.0 **DEFAULT:** Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 17.0 herein below.
- 11.0 **RISK PURCHASE:** 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 10.0 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.
- 12.0 **RECOVERY OF SUMS DUE:** 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.
- 13.0 **RESPONSIBILITY:** The PURCHASER on the one hand and the SELLER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender.
- 14.0 **TRANSFER AND SUB-LETTING:**
- 14.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Supplier contravening this condition, the Purchaser shall be entitled to cancel the Order and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.
- 14.2 In case of sub-letting, it shall not relieve the Supplier of any responsibility, liability or obligations under the contract and the Supplier shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the supplier or his agents and workmen.
- 14.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organization acceptable to the PURCHASER.
- 15.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION:** 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.

- 16.0 **WAIVER**: Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.
- 17.0 **FORCE MAJEURE**: If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of 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 occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged 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.
- 18.0 **ARBITRATION AND JURISDICTION**:
- 18.1 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.
- 17.2 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.
- 19.0 **LEGAL INTERPRETATIONS**: 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.
- 20.0 **LIABILITY OF GOVT. OF INDIA**: It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender 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.

- 21.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM > Detailed terms and conditions of Invitation to Tender (ITT)).

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR 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

1. WHEREAS M/s _____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. _____ Dated _____ (hereinafter called the said A/T) for the supply of _____ (_____) Metric tons of Ladle Covering Compound (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) 120 days after the date of L/R 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), notwithstanding 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).

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

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

(NAME AND ADDRESS TO BE SPECIFIED)

INTEGRITY PACT

- 1.0 To download Integrity pact and to know the details of Nodal officer for Integrity pact in RINL, Independent External Monitors (IEMs), Please go to www.vizagsteel.com > Tenders > MM > Click here to Read Integrity Pact > Integrity Pact . The details of Nodal Officer and Independent External Monitors (IEMs) for Integrity pact for RINL are available at our website.
- 2.0 The Tenderer is required to unconditionally accept the Integrity Pact and shall submit the same duly signed & stamped on each page in his Techno-commercial bid.

ANNEXURE-VIII TO ITT NO.PUR 5.67.0003/6704 dtd.24.02.2015

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To
Executive Director (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Acceptance Of the Terms And Conditions
Ref: 1) Your ITT No.Pur.5.67.0003/6704 dtd.24.02.2015
2) Our Offer No.

1. With reference to your ITT No.Pur.5.67.0003/6704 dtd.24.02.2015 for supply of Ladle Covering Compound, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Date:

(Signature and Seal of Tenderer)

Note: If there is any requirement of deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (Part 'A' - Techno-Commercial Bid).

** Strike off whichever is not applicable.