

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME I TO ITT NO.PUR 5.67.0206/0672 dtd. 26.05.2015

Tender document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and seal of the tenderer)

The Bid Money is remitted with the tender by

DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Government of India Undertaking)
VISAKHAPATNAM-530 031

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

Telephone No: +91 891 2518683

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

**GLOBAL TENDER NOTIFICATION
(Both Indigenous & Imported Sources)**

ITT No.5.67.0206/0672 dtd. 26.05.2015 .

Sealed tenders are invited for Supply of 750 MT of Calcined Bauxite.

Last date & time for receipt of Tenders : 26.06.2015 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) on last date of receipt of tender as per the instructions given in the tender document. 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 Calcined Bauxite
ITT No PUR. 5.67.0206/0672 dtd. 26.05.2015

Broad Description of Tender Documents

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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 /prasad_bv@vizagsteel.com

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(Government of India Enterprise)
MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block A, 3rd Floor, Main Administrative Building
VISAKHAPATNAM – 530 031(AP) INDIA
Phone: +91 891 2519508, Fax: 91 891 2518753 / 2518756.

Notice to Invitation to Tender No. Pur.5.67.0206/0672 dtd. 26.05.2015
for Supply of 750 MT Calcined Bauxite.
(GLOBAL TENDER FOR PARTICIPATION OF DOMESTIC AS WELL AS GLOBAL VENDORS)

1. ORINL (Rashtriya Ispat Nigam Limited) / VSP (Visakhapatnam Steel Plant) herein after referred to as purchaser invites tenders from Foreign and Domestic supplier for supply of 750MT Calcined Bauxite confirming technical specification and terms & conditions at Annexure-II of the tender.
- 1.1 Delivery Schedule:
- 150 MTs by 15.08.2015
 - 150 MTs by 15.10.2015
 - 150 MTs by 15.12.2015
 - 150 MTs by 15.02.2016
 - 150 MTs by 15.04.2016
- 1.2 The above mentioned delivery schedule is tentative only. The delivery of material shall be as per BF site requirement.
- 2.0 Tenderer should submit their offer in two bids. Bids in a sealed envelope shall be received up to **10:30 Hours (IST) on** and Techno Commercial part of the bid (Part-A) shall be opened immediately thereafter in the presence of authorized representatives of the tenderers who choose to be present. Price bids (Part- B) of technically and commercially accepted tenderers shall be opened, under separate intimation to them, in the presence of their authorised representatives who may choose to be present.
- 3.0 **Total no. of sources: 02**
- 4.0 **The quoted price shall be FIRM till completion of supply.**
- 5.0 The offer should be submitted in sealed envelope clearly superscribing “Tender for supply of Calcined Bauxite” against Tender No **Pur. 5.67.0206/0672 dtd. 26.05.2015 due on 26.06.2015 by 10:30 AM** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 6.0 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. RINL/VSP reserves the right to open the original offer along with revised offer(s).
- 7.0 Each tender shall be considered only if the Earnest money deposit (EMD) in Indian Rupees/US\$ is submitted by means of either a Bankers Cheque/Demand Draft drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (subject to realization) **for an amount of Rs. 1,75,000.00 (Rupees One Lacs Seventy Five Thousand only) or US\$ 2750.00 (US Dollar Two Thousand Seven Hundred fifty only)** along with or prior to opening of Part-A: Techno-commercial Bid. **Tenders received without Bid Money of requisite value will not be considered by RINL/VSP.** Please refer Cl.No.15.0 of Annexure-I.
- 8.0 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 - IX** 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 **CFR 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.
- 9.0 **EVALUATION:** All the tenders shall be evaluated on the basis of landed Net of CENVAT price (LNCP) per MT on FOR VSP Stores basis.
- 9.1 RINL shall resort to reverse e-auction prior to opening of sealed price bids. 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 8.3 below. In reverse e-auction the bidders would be required to quote prices only on the basis of landed net of CENVAT/VAT price per MT at VSP stores. Only such tenderers whose offers are techno-commercially accepted shall be permitted to participate in Reverse e-Auction.

- 9.2 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-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 and Reverse e-Auction prices) of all the tenderers. Placement of order shall be considered on the L1 price (LNCP) so arrived. Tenderers shall mention their User Id for participating in the reverse e-auction in their techno-commercial bid after generating the same.
- 9.3 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 and fixing corresponding password.
- 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. 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. Modalities of evaluation of landed net of Cenvat/VAT price is given at para 9.0 of Instructions to Tenderers (Annexure-I to ITT).
- 9.4 Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered.
- 10.0** The tendered quantity shall be taken from two Techno-commercially acceptable tenderers subject to matching of the TAL1 landed net of Cenvat / VAT price per MT by TAL2, TAL3 tenderers etc in the order of ranking and the tendered firm quantity will be distributed in the ratio 60:40. However this is subject to TAL1 and TAL2 tenderers together offer for supply of total tendered quantity as per the delivery schedule indicated at Para 7.1 of Annexure I of ITT.
- 11.0 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website.
- 12.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 13.0 **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.
 - 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) 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.
- 14.0 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)

ANNEXURE I TO ITT NO.PUR 5.67.0206/0672 dtd. 26.05.2015

INSTRUCTIONS TO TENDERERS

- 1.0 Tenderers who are Manufacturers / Suppliers of Calcined Bauxite to other integrated Steel Plants shall furnish information / data / documents / printed / illustrated literature / brochure covering the following aspects:
- Detailed information of the Manufacturer / Supplier.
 - Documents showing the exact nature of ownership should be submitted.
 - Production capacity of Calcined Bauxite and average annual production in the last three years.
 - Latest copies of executed / on going orders (during the last 1 year) of Supply of Calcined Bauxite with different integrated steel plants along with performance certificates issued against the order.
 - A recent Test and Inspection Certificate issued for the material by a reputed international test house.
- 1.1 **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. They should also give clear price breakup and quantities (in Price Bid) for supplying the material from different Works.**
- 1.2 Tenderers who may be a supplier offering on behalf of a principal manufacturer, shall furnish in original the Letter of Authority of the concerned manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 1.0 above. The Letter of Authority should be as per the format enclosed at **Annexure – III** of ITT and this should be submitted along with Part-A of Tender Documents i.e., Techno-commercial Bid.
- 1.3 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.
- 1.4 In cases where RINL / VSP decides to procure the material from one or more than one source, if it comes to the notice of RINL / VSP at any stage right from tendering or after placement of order / execution of the contract that offers have been made by companies having same equipment / facilities / address, then such offers / orders shall be rejected / cancelled forthwith and the party(s) shall be blacklisted from all future 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."
- 1.5 **Integrity Pact:** The tenderer is required to unconditionally accept the "**Integrity Pact**" and the shall submit the same duly signed & stamped on each page in their techno Commercial Bid.(Please refer Annexure X of ITT).
- 2.0 **ESTABLISHMENT OF CREDENTIALS OF VENDORS WHO ARE NOT ENLISTED PRESENTLY WITH RINL/VSP:**
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 may be along with the tender:
- Notarized Statutory manufacturing / service industry certificate, i.e., EM-Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.
(Or)
Notarized copy of Certificate of Registration of Shops and Establishments for a dealer / Agent /Trade etc.
(Or)
Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited companies.
 - Notarized Copy of Proprietary / Partnership deals in case of Proprietary / Partnership firms.
 - 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.
 - Self-certified Financial worth and audited financial statements for the last three (3) years.
 - Self-certified Purchase Orders / contracts copies for the same or similar tendered item/s.
 - Self-certified ISO certificate, if any

In respect of overseas tenderers:

Copies of the following documents shall be furnished in lieu of the documents (i) to (vi) listed at 2 a) above.

- i) Notarized registration certificate from chamber of commerce/ their respective designated Govt Agency in English version.
- ii) Self-certified financial worth and audited financial statements for the last three(3) years.
- iii) Self-certified Purchase orders/contract copies for the same or similar tendered item/s.
- iv) Self-certified purchase orders/contracts copies for the same or similar tendered item/s
- v) 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 liable for rejection in case of non-submission or incomplete submission of the above documents except (vi) of (a) and (iv) of (b) above or if 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.

3.0 **Specifications:**

3.1 RINL/VSP requires Calcined Bauxite as per the Technical Specifications mentioned in **Annexure-II** of this ITT.

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

3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance of Tender.

4.0 **Quantity:** The PURCHASER intends to purchase Quantity equivalent to 750 MT of Calcined Bauxite, conforming to Technical specifications as at Annexure-II of tender document.

5.0 The tendered quantity shall be taken **from two Techno-commercially acceptable tenderers** subject to matching of the TAL1 landed net of Cenvat / VAT price per **MT** by TAL2, TAL3 tenderers etc in the order of ranking and the tendered firm quantity will be distributed in **the ratio 60:40**.

6.0 **Prices:**

6.1 **Indigenous Offers:** In case of Indigenous offers (offers for supply from within India), the price of the Material offered should be quoted in Indian Rupees on per MT basis. The price should be quoted for FOR VSP Stores, Visakhapatnam.

6.2 **Import Offers:**

6.2.1 In case of import offers, the price of the MATERIAL offered should be quoted on per MT basis of CFR Visakhapatnam Port, giving break up of FOB named port(s) of loading – material in bags and stuffed into containers and Freight. **Tenderers must give break up of FOB price and Freight while quoting CFR price.**

6.2.2 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 till completion of delivery of total ordered quantity.

RINL/VSP reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment.

6.3 Offers for Imported Supplies shall be converted into INR (Indian Rupees) by adopting the Bill Selling rate of State Bank of India applicable one day before the date of conducting reverse e-auction and Landed Net of Cenvat/ VAT basis (LNCP in INR) per MT arrived at FOR VSP Stores.

6.4 All the offers shall be evaluated **and compared** based on Landed Net of Cenvat/VAT basis (LNCP in INR) on per MT basis at Visakhapatnam Steel Plant, Visakhapatnam.

6.5 The prices quoted by the tenderer for the quantity offered should be firm till **execution of order**.

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

6.7 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 it's sole discretion for other deviations also, which in the opinion of RINL /VSP have financial implications to RINL / VSP.

7.0 **Delivery:**

7.1 As per the delivery schedule indicated by the Seller at the time of finalization of the LOI / Acceptance to Tender. The Purchaser reserves the right to revise the delivery schedule depending on our production requirements, without any additional financial implication to the Purchaser.

7.2 The period of delivery is the essence of the A/T. The date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material at VSP's stores shall be the date of delivery in respect of each consignment.

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

8.0 **Payment Terms :**

8.1 **For indigenous supplies:**

100 % of the basic price of the material value supplied along with 100 % taxes, duties and freight shall be released within 60 days (21 days for local Micro and Small Enterprises) of acceptance of material at VSP Stores against Goods Acceptance and Rejection Note (GARN) subject to submission of bank guarantee for 5% of Landed Value of the order in the prescribed format at Annexure IX.

8.2 **For overseas supplies:**

100 % of the FOB/CFR (as the case may be) price of material value along with 100 % freight (if shipment is on CFR basis) shall be released within 60 days of submission of documents specified at Cl. No. 8.0 of Annexure VIII subject to submission of bank guarantee for 5% of FOB cost of the order in the prescribed format at Annexure IX.(Check list for BG Pl. refer Cl. No. 12.6 of Ann. VIII).

- 8.3 The Purchaser encourages Electronic Fund Transfer (EFT) or RTGS for payment directly to the Seller's Bank Account on the due date for which the Seller has to furnish Bank Account details in the format prescribed by the Purchaser.(Kindly visit www.vizagsteel.com/tender/mm).

- 9.0 All offers shall be evaluated on LNCP basis. Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. The illustration is given below:

(a) INDIGENOUS OFFER:

		Rs./No.	Rs./No.
1	Basic Price#	1000	1000
2	Packing & Forwarding#	20	20
3	Excise Duty& Cess @ 12.5 % on [1+2]	127.5	127.5
	Sales Tax (CST/VAT)	CST @ 2%	VAT @ 14.50%#
4	Sales Tax on (1+2+3)*	22.95	166.39
5	Freight#	50	50
6	Landed (1+2+3+4+5)	1220.45	1363.89
7	Cenvat (3)	127.5	127.5
8	ITC @ 11.06% on (1+2+3)	NA	126.915
9	Landed net of Cenvat/VAT [6-7-8]	1092.95	1109.47

The applicable ITC for VAT @ 5% is 1.58% & [VAT@14.5%](#) ITC is 11.06%.

(b) IMPORT OFFERS:

Sl.No	Description	Rate	Amount (Rs)/No.
i)	Basic price per No. in USD (Or Basic price in quoted currency) #	100	
ii)	Exchange Rate (Rs.) #	50.00	
iii)	Basic Price (in Rs.) #		5000.00
iv)	Freight & Insurance @ 3.125% # [(iii) x 3.125%]	3.125%	156.25
v)	CIF (Cost + Insurance + Freight) [iii + iv]		5156.25
vi)	Landing charges [v x 1%]	1%	51.56
vii)	Assessable Value [v + vi]		5207.81
viii)	Custom Duty @ 7.5% * [(vii) x 7.5%]	7.50%	390.59
ix)	CVD @ 12% *[(vii + viii) x 12 %]	12.00%	671.81
x)	Educational Cess on duties @ 3%	3%	31.87
	[(viii + ix) X 3%]		
xi)	SAD (Special Additional Duty) @ 4%	4%	252.08
	[(vii + viii + ix +x) X 4%]		
xii)	Port & other related charges at disport #		20.00

xiii)	Landed [v + viii + ix + x + xi + xii]		6522.60
xiv)	Landed Net of Cenvat (LNCP) [xiv-ix-xi]		5598.71

* Statutory levy (Ruling at the time of offer)

Assumption

10.0 **Taxes and Duties:**

10.1 In case of Imported Supplies, the successful tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

10.2 In case of indigenous supplies, the prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date for submission of tender. For supplies on CST basis, C-Form, if required shall be issued by RINL / VSP. The prices shall remain firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the successful tenderer. Entry Tax as applicable on the Sale Price (Basic Price + Excise Duty + Freight + any other charges paid by the Purchaser to the Supplier excluding CST) as per G.O. of AP Government for procurement of material on CST basis shall be taken into account while evaluating the offer. If any percentage set-off is available to RINL / VSP at the time of evaluation of offer out of the Entry Tax based on the sales of Iron and Steel products, the loading towards Entry Tax shall be done accordingly while evaluating the Prices. In case of supplies from Andhra Pradesh State, the tenderer should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP.

11.0 **Indian Agents of Foreign Suppliers/Contract Agencies:**

11.1 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary.

11.2 In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, there shall be compulsory registration of Indian Agents of Foreign suppliers / contracting agencies with RINL. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

11.3 In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.

- a) Authorization Certificate as per the format in the VSP's Detailed terms and conditions of Invitation to supply tender (www.vizagsteel.com).
- b) What service the Agent renders, Extent of authorization and authority given to the Agent. The amount of commission/ remuneration, if any, shall be included in the quoted price(s) for such agent and indicated separately.
- c) 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 B/L as per "State Bank of India" and shall not be subject to any further exchange variation. In addition, any other relevant details as may be asked for by the PURCHASER subsequently shall also be furnished by the Tenderer.

11.4 There shall be compulsory registration of Indian agents with Purchaser. An agent who is not registered with RINL shall seek registration with VDC, RINL/VSP by submitting requisite details/documents as asked for (Detailed procedure is available on our website for viewing and free downloading. Go to www.vizagsteel.com, click on "Tenders", click on "MM" and click on Application for Registration of Indian Agents). The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.

11.5 The Indian agent's commission, if any should be included in the quoted prices and indicated separately. The service Tax payable by the Indian agent also to be included in the Indian agent's commission and Indian agent should be registered with concerned statutory Authorities.

11.6 Failure to adhere to the above Or furnish correct and detailed information as called for 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.

- 11.7 The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days after acceptance of last consignment at VSP after effecting deductions, if any.
- 11.8 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.
- 11.9 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier / contract agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission / remuneration / salary / retainer being paid by them to the agent(s).
- 11.10 Wherever the Indian representative has communicated on behalf of their foreign supplier / 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.
- 12.0 **Statement of Deviations:**
- 12.1 Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **Annexure-V** of this Instructions to Tenderers, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno Commercial Bid - Part:A.
- 12.2 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as **Annexure-VI** of this Instructions to Tenderers. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 12.3 No revision in the terms and conditions of the offer will be entertained after the tender opening.
- 13.0 **Loading on Account of Deviations:**
- 13.1 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.
- 14.0 **Validity of Offer:**
- 14.1 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 **actual date of** opening of tender.
- 15.0 **EARNEST MONEY DEPOSIT:**
- 15.1 Each tender shall be considered only if **Earnest Money Deposit** in US Dollars or in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode **for an amount of Rs. 1,75,000.00 (Rupees One Lacs Seventy Five Thousand only) or US\$ 2750.00 (US Dollar Two Thousand Seven Hundred fifty only)** is to be submitted along with or prior to opening of Part-A: Techno-commercial Bid.
- 15.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of Part-A: Techno-commercial Bid or is submitted along with the said Part-A.
- 15.3 Account payee Demand Draft/ Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding-Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if EMD is submitted in US Dollars, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the tenderer. No interest shall be paid for the EMD.
- 15.4 Tenders received without EMD of requisite value will be summarily rejected. 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.
- 15.5 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).

Note: 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.

15.6 The **EMD** shall be encashed by RINL/VSP without any further reference to the tenderer and forfeited:

- a) In case the offer submitted is withdrawn or modified by the tenderer in a manner not acceptable to RINL/VSP, before expiry of validity
- (or)**
- b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with **clause no.12 of Annexure - VIII** of the Tender documents.

16.0 PURCHASE PREFERENCE:

16.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide Clause 16.2.1 below.

16.2 Condition for availing benefit under Clause 8.0 of Detailed Terms and conditions of Invitation to Supply Tender (Ref VSP's web site [www @vizagsteel.com](http://www.vizagsteel.com)) and 8.1 above by Local Micro & Small Entrepreneurs (Local SSIs):

16.2.1 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 16.2 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 .

17.0 **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.

18.0 Placement of Order:

18.1 When the offer of a Tenderer is found technically and commercially acceptable, RINL will issue an Acceptance of Tender to the successful Tenderer, indicating the following:

- a) The quantity and price of material intended to be purchased.
- b) The desired delivery schedule.
- c) The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
- d) And other Terms and Conditions

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

20.0 Preparation of Tender:

20.1 The offer shall be submitted in two parts;

Part-A - Techno-Commercial Bid
Part-B - Price Bid.
in two separate sealed envelopes.

20.2 **Part-A** in a sealed envelope should contain the following:

- 1. Earnest Money Deposit (EMD).
- 2. Documents for credentials of un-enlisted vendors of VSP as specified at Para 2.0 of Annexure - I.
- 3. Annexure - II duly signed and stamped on each page.

4. Declaration in original regarding Indian Agent, if any, as per the proforma given at Annexure-IV of this Instructions to Tenderers.
 5. 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-V of this Instructions to Tenderers.
 6. Declaration of particulars as sought at Annexure-VII of this Instructions to Tenderers.
 7. Check list as per Annexure-VI.
 8. The price schedule after blanking the prices (but indicating the percentage of taxes and duties levied in case of indigenous supply).
 9. Integrity Pact(Annexure X)
- 20.3 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.
- 20.4 Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.
- 20.5 **Part-B:** Price Bid should be submitted in a separate sealed envelope in the prescribed proforma given in **Volume-II** of the tender document. The Price Bid should only contain the price quotations. Any financial terms should be given in the Techno Commercial Bid (Part-A) only. Any condition / caveat in the Price Bid shall not be considered for evaluation and the offer is liable for rejection.
- 20.6 The sealed envelopes with Part-A & Part-B of the offer should bear, in Block capital letters, superscription "Tender for Supply of Calcined Bauxite against Tender No: **Pur.5.67.0206/0672 dtd. 26.05.2015**" and should also bear superscription:
- Part-A: Techno-Commercial Bid, **or**
 Part-B: Price Bid.
- The two envelopes should be sealed separately. The name and address of the tenderer should be mentioned on these envelopes.
- 20.7 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3rd Floor, 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.5.67.0206/0672 dtd. 26.05.2015 due on 26.06.2015**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 20.8 Copies of the offer should not be sent to any other officer of RINL.
- 20.9 Offers received by VSP through e-mail, cable, telex, fax or telegram, offers received late / delayed and offers received in Single Bid will not be considered under any circumstances.
- 21.0 **Language of the Bid:**
- 21.1 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 RINL/VSP, 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.
- 22.0 **Evaluation and Rejection of Offers:**
- 22.1 RINL/ VSP evaluates technical and commercial acceptable offers on Landed net of Cenvat price (LNCP/VAT) basis per MT at VSP Stores. In case of imports, Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. 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.
- 22.2 Offers which deviate from the vital conditions (as illustrated below) of the tender shall be rejected.
- i) **Non-Submission of Annexure-II duly signed and stamped.**
 - ii) **Variable price quoted (without any ceiling limit for such variation and PVC Clause) against requirement of firm price.**
 - iii) **Submission of in-complete offers, non-appending signature on the offer and the prescribed formats.**
 - iv) **Receipt of offers after the due date and time and or by Fax/E-mail (unless specified otherwise).**
 - v) **Acceptance of Integrity Pact.**

- 22.3 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.
- 22.4 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.
- 22.5 Details of prices if mentioned in both techno-commercial as well as price bid, the price bid details shall be considered as final for evaluation.
- 23.0 **Completeness of the Tender:**
- 23.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable for rejection.
- 23.2 RINL/VSP shall at its discretion give equal opportunity to all the tenderers for clarification / rectification of any deficiencies in the tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of Order. In case of failure to rectify the deficiencies within the time given, the tender would be rejected / loaded as mentioned at Para. 12 & 13 above. In case of rejection, Part-B (Price Part) of the tender would be returned unopened and Bid Money would be refunded. RINL/VSP shall not give opportunity as above for submission of Bid Money.
- 24.0 **Ethics:**
- 24.1 If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.
- 24.2 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.
- 24.3 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 finalization of contract punitive action shall be taken as per prevailing guidelines.
- 25.0 **TDS certificate:**
- 25.1 The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.
- 25.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.
- 25.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.
- 25.4 However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.
- 25.5 The following certificates (as per prescribed formats) to be submitted by the supplier, in case of import source.
- a) Tax Registration Certificate b) Form-10F and 3) Undertaking for foreign payments

26.0 **Amendment to the Tender Terms and Conditions :**

- 26.1 At any time prior to the deadline for submission of the bids, the RINL/VSP may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's website at regular intervals. The Tenderer should refer to RINL's website regularly for any Corrigendum.
- 27.0 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 – II TO ITT NO PUR.5.67.0206/0672 dtd. 26.05.2015**Technical Specification & Conditions for Calcined Bauxite****1 TECHNICAL SPECIFICATIONS:****1.1 CHEMICAL:**

Composition	Desired Specification	Cut-off for rejection	Basic for application of Rebate/Diminution in price respect of each shipment	Rebate/Diminution in price which will be allowed by the seller to the purchaser per metric ton for the total quantity if shipment
Al ₂ O ₃	85.0% Minimum	Below 80.0%	(i) Where the Al ₂ O ₃ content is above 85.0%	Nil
			(ii) Where the Al ₂ O ₃ content is 83.0% and above but below 85.0%	For each 1.0 % lower Al ₂ O ₃ content (fraction prorata) rebate in price@1.0% of FOB/FOR price of material
			Where the Al ₂ O ₃ content is 80.0% and above but below 83.0%	If Al ₂ O ₃ content is 80.0% and above but below 83.0%, for each 1.0 % lower Al ₂ O ₃ content (fraction prorata) rebate in price@2.0% of FOB/FOR VSP Stores price of material
			Where the Al ₂ O ₃ content is below 80.0%.	Material not acceptable
Fe ₂ O ₃	2.0% Maximum	More than 3.0%	Where the Fe ₂ O ₃ content is 2.0% and below	Nil
			Where the Fe ₂ O ₃ content is above 2.0% but 2.5 % and below	For each 0.1% higher Fe ₂ O ₃ content (fraction prorata), rebate in price @0.2% of FOB/FOR VSP Stores price of material
			Where the Fe ₂ O ₃ content is above 2.5% but 3.0 % and below	If Fe ₂ O ₃ content is above 2.5% but 3.0 % and below for each 0.1% higher Fe ₂ O ₃ content (fraction prorata), rebate in price @0.4% of FOB/FOR VSP Stores price of material
			Where the Fe ₂ O ₃ content is above 3.0%	Material not acceptable
TiO ₂	4.0% Maximum	More than 5.0%	Where the TiO ₂ content is above 4.0% but 5.0% and below	For each 0.1% higher TiO ₂ content (fraction prorata) rebate in price @0.1% of FOB/FOR VSP Stores price of material
			Where the TiO ₂ content is above 5.0%	Material not acceptable
Alkali (K ₂ O+Na ₂ O)	0.7% maximum	More than 1.0%	Where the alkali content is above 0.7% but 1.0% and below	For each 0.1% higher alkali content (fraction prorata) rebate in price @0.2% of FOB/FOR VSP Stores price of material

			Where the alkali content is above 1.0%	Material not acceptable
Moisture	0.5% maximum	More than 1.5%	Where the moisture content is above 0.5% but 1.5% and below	For each 0.1% higher moisture content (fraction prorate) rebate in price @0.2% of FOB/FOR VSP Stores price of material
			Where the moisture content is above 1.5%	Material not acceptable

1.2 PHYSICAL:

Bulk Density : 3.0 to 3.5 tons/ cubic meter

Size : Less than 1.0 mm

Size Tolerance: +1.0 mm = 5.0% (maximum)

-180 μ = 30 \pm 10%

1.3 PACKING: Material shall be packed in 50 kg HDPE bags. Bags are to be machine stitched so that they should not get opened during handling. The bags should also be stenciled in ink the "ITEM NAME AND THE SUPPLIER'S NAME". The packing should avoid fines generation and contamination from foreign particles/moisture.

1.4 The testing for the parameters will be done at QA&TD labs of VSP and its report will be final and binding to all concerned. Sieve analysis will be done on dry basis. **All analysis (i.e. chemical & physical) shall be rounded off to one decimal place. (as per IS 2-1960)**

1.5 MSDS: Material Safety Data Sheet shall be provided by the supplier along with the first dispatch.

2.0 REJECTION

- Any lot deviating beyond the absolute limits specified for Chemical parameters and size tolerance limits mentioned above shall be rejected and payment shall not be made for that lot.
- All deviations/rejections shall be informed to the supplier **within 15 days** of the receipt of the material by MM dept. (RIC)
- The supplier is to ensure lifting of the materials within 30 days from the date of issue of such notice to the supplier. The supplier also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant.
- In case, the supplier wants to reanalyze the umpire samples kept with the Indentor, the intimation regarding the same has to be given **within 15 days** of the receipt of rejection notice of that particular daybook to MM dept. After this period, umpire samples will no longer be made available.
- In cases of exigency (stock out situation), the Indentor has all rights to use the rejected material with the approval of the competent authority.
- Payment, if any, made by VSP for the rejected material, shall be deducted in any of the pending bills of the supplier or shall be refunded forthwith by the supplier.

(Signature of Party with Seal)

LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

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

Dear Sir,

Sub: Your Tender Notice No Pur 5.67.0206/0672 dtd. 26.05.2015 dtd.

1. We an established and reputed(material) producer of (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.
2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific tender.
3. 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 Order.
4. 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 the Material Producer with seal)

Note: This letter of authority should be on the Letter-Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE IV TO ITT NO.PUR 5.67.0206/0672 dtd. 26.05.2015
DECLARATION REGARDING INDIAN AGENT

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

Dear Sir,

Sub: Your Tender Notice No..... dated.....
for supply of

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

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

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it at the TT **Buying rate of State** Bank of India as on BL Date and it shall not be subject to any further exchange variation.
3. In the event of an Agreement materialising, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after acceptance of last consignment at VSP after effecting deductions, if any.

Thanking you,

Dated:

Yours faithfully,
(Signature and Seal of
Tenderer)

ANNEXURE V TO ITT NO.PUR 5.67.0206/0672 Dtd.26.05.2015
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.5.67.0208/.....Dtd..... .
2) Our Offer No.

1. With reference to your Tender Notice No..... dated for supply of 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,

Dated:

(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.

ANNEXURE-VI TO ITT NO PUR.5.67.0206/0672 dt. 26.05.2015**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID – PART A OF OFFER****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 & address of the Tenderer			
2	Quantity offered	To confirm as per Cl. 4.0 of Annexure I of ITT		
3	Technical specification and Performance Evaluation	To confirm as per Annexure II of ITT		
4	Delivery schedule	To confirm as per Cl.7.0 of Annexure I of ITT		
5	Documents for Eligibility	To confirm as per Cl.1.4 of Annexure I of ITT		
6	Insurance for Imports	To confirm as per Cl.13 of Annexure VIII of ITT		
7	Payment terms	To confirm as per Cl.8.0 of Annexure I of ITT		
8	Earnest Money Deposit	To confirm as per Cl.15 of Annexure I of ITT		
9	Price Basis	To confirm as per Cl.6 of Annexure I of ITT		
10	Price firmness	To confirm as per Cl.6.5 of Annexure I of ITT		
11	Insurance	To party's a/c (for indigenous supply)		
12	Packing and Marking	To confirmed as per Cl.9 of Annexure VIII of ITT		
13	Validity of offer	To confirm as per Cl.14 of Annexure I of ITT		
14	Weighment	To confirm as per Cl.14.1 & 14.2 of Annexure-VIII of ITT		
15	Test cum Guarantee Certificate	To confirm as per Cl.11 of Annexure VIII of ITT		
16	Liquidated damages	To confirm as per Cl.16 of Annexure VIII of ITT		
17	Default	To confirm as per Cl.17 of Annexure VIII of ITT		
18	Risk Purchase	To confirm as per Cl.18 of Annexure VIII of ITT		
19	Arbitration	To confirm as per Cl.28 of Annexure VIII of ITT		
20	Force Majeure	To confirm as per Cl.27 of Annexure VIII of ITT		
21	Performance Guarantee Bond	To confirm as per Cl.12 of Annexure VIII of ITT		
22	Indian Agent details	To confirm as per Cl.1.2 of Annexure I of ITT and Annexure IV of ITT (in case of imports only)		
23	Submission of Cenvat documents	To be confirmed as per Cl.17.0 of Annx-I of ITT		
24	Quantity that can be stuffed in 20'Container	To confirm (In case of Imported offers)		
24	Other terms and conditions of ITT	To confirm acceptance.Cl.26.0 of Annx -I of ITT		
25	Minimum lead time for commencement of supplies.	To confirm the time from the date of issue of LOI / Acceptance to Tender		
26	Submission of document by unlisted vendors of RINL/VSP	To be confirmed as per Cl.2.0 of Annx-I		
27	Inspection, Penalty & Rejection	To confirm acceptance.Cl.2.0 of Annx -VIII of ITT & As per Annexure II of ITT documents		
28	Integrity Pact	As per Annexure X		

(Signature and Seal of the Tenderer)

DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID – PART-A OF OFFER

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Qty offered MTs	
3	Name and addresses (Registered and Correspondence) of the Indian Agent, if any	
4	Extent of authorization (extent of service rendered by agent)	
5	For imports only	
	a) Number of Pallets required per No. (MTs)/ Qty in each pallet	
	b) Dimensions, Gross and Net weight of each Pallet.	
	c) Number of Pallets required for total quantity offered	
	d) Type and Number of Containers required for total quantity offered	
6	Minimum lead time required for delivery of first lot	
7	Statutory Registrations:	
	a) CST/VAT No and Date	
	b) Central Excise No.	
	c) IT/PAN No.	
	d) Industrial/Trade License	
8	Country of Origin (In case of imports only)	
9	Customs Tariff Number (In case of import only)	
10	Load port details (In case of import only)	
11	Place of Despatch (For Indigenous offers only)	
12	User ID for participation in e-reverse auction (cl.8.0 of Invitation to Tender)	
13	Tenderer's Bank account details	
14	Currency quoted	

(Signature and Seal of the Tenderer)

DRAFT TERMS AND CONDITIONS OF ORDER FOR SUPPLY OF CALCINED BAUXITE.

1.0 Definitions:

- 1.1 The Purchaser shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The Supplier shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.
- 1.3 The Order shall mean and include Invitation to Tender (ITT), Acceptance of Tender (A/T) and amendments to A/T thereof issued by the Purchaser in writing.
- 1.4 The Material shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender.
- 1.6 The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender.
- 1.7 In case of indigenous supplies, Load port shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

2.0 QUANTITY, INSPECTION & REJECTION:

- 2.1 Quantity: The SUPPLIER shall sell and the PURCHASER shall buy the quantity of the material as mentioned in the Acceptance of Tender in conformity with the Technical Specifications mentioned in the Acceptance of Tender for use in its integrated Iron and Steel works. The quality of the material to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications as contained in the Acceptance of Tender.
- 2.2 Inspection:
 - 2.2.1 Import: Inspection of quality shall be done by Internationally reputed independent inspection agency based on mutual acceptance, after the material has arrived at VSP Stores. The 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 (Refer Cl.No. 2.2.1 of Annexure- VI of the ITT) shall be final. The entire material against each shipment will be transported to VSP Stores and inspection shall be 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 discharge port. 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.
 - 2.2.2 Indigenous: Inspection shall be carried out at VSP Stores / Laboratory by VSP for quality which is final and binding on Seller and Buyer.
- 2.3 Rejection: Any lot deviating beyond the absolute limits specified for Chemical parameters and size tolerance limits mentioned at Annexure-I of the ITT shall be rejected and payment shall not be made for that lot. 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 deducted in any of the pending bills of the Supplier Or 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 Prices:

- 3.1 For Imported suppliers, the prices FOB Named Port of Loading (material in bags and stuffed into containers) and CFR Visakhapatnam Port, India per MT basis shall be as indicated in the Acceptance of Tender. The shipments shall normally be arranged on FOB basis. In the event of dispensation from the Transchart, Ministry of Surface Transport, Govt. of India, the shipments will be taken on CFR basis. RINL/VSP reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment and no change in freight quoted, whatsoever, shall be allowed.
- 3.2 For Indigenous supplier's, the prices per MT FOR VSP Stores, shall be as indicated in the Acceptance of Tender.
- 3.3 Prices shall be firm for the entire period of the Supplier's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account.
- 4.0 **Indian Agent's Commission:**
- 4.1 In case of Imported Supplies, the above price shall be inclusive of any commission as indicated in the Acceptance of Tender payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per TT **Buying rate of State** Bank of India of BL Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after effecting statutory deductions, if any. In case of such deductions, necessary certificate shall be issued as per Government Notification / Law of the Land.
- 5.0 **Delivery:**
- 5.1 **The material shall be delivered as per the schedule mentioned in the A/T. The Purchaser reserves the right to revise the delivery schedule depending on our production requirements and storage capacity.**
- 5.2 The period of delivery is the essence of the A/T. The date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material at VSP's stores shall be the date of delivery in respect of each consignment.
- 5.3 For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Lorry Receipt, in case of indigenous supplies) in time and /or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port /siding /store rent etc, which the PURCHASER may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Transporter, in case of indigenous supplies).
- 6.0 **Shipping Procedure:**
- 6.1 In case shipment on FOB terms is decided the shipping arrangements will be made by the Shipping Co-ordination and Chartering Division, Ministry of Shipping and Transport, New Delhi (Cable: TRANSHART, NEW DELHI, TELEX: VAHAN ND.2312, 2448 AND 3104, Fax No.011-23718614, 23352726) 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 finalizing the shipping arrangements. The details of forwarding agents / nominees will be informed after deciding the shipment terms.
- 6.2 The Bills of Lading shall be drawn so as to show:
- | | | |
|--------------------|---|--|
| Shippers | : | (Name of the supplier) |
| Port Consignee | : | Govt. of India
A/c Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant ,
Visakhapatnam- 530031
(Ph:0891-2566907). |
| Ultimate Consignee | : | Executive Director (MM)
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam 530 031 |

7.0 **Conditions for Shipment:**

- 7.1 The materials shall always be shipped UNDER DECK only. Under no circumstances, shipment "On Deck" will be permitted or accepted.
- 7.2 In case shipment on FOB terms is decided 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.

8.0 **Shipping Documents:** (for imports only)

- 8.1 In respect of each shipment against the order placed by the Purchaser, each of the under mentioned documents shall be made out separately by the Supplier:

Advance set of documents to be airmailed by the seller to the Purchaser within five days from the date of shipment.		Original set of documents to be presented by the Seller to the F&A dept., VSP for drawl of payment / negotiation	
Sl. No.	Description of the document	Sl. No.	Description of the document
1	First Original (1/3) negotiable clean on board/shipped on board ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd.	1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board/shipped on board Ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd.
2.	Non-negotiable Bill of Lading	2.	Non-negotiable Bill of Lading
3.	Seller's commercial Invoice	3.	Seller's commercial Invoice
4.	Manufacturer's Test cum Guarantee Certificate	4.	Manufacturer's Test cum Guarantee Certificate
5.	Packing list	5.	Packing list
6.	Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country	6.	Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country
7.	Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1	7.	Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1
		8	Fax intimation copy issued by the seller to Insurance company (details mentioned at Cl.No.13.0 below) giving necessary details of shipment within 3 working days of dispatch of material for arranging insurance.
		9	Seller's certificate confirming despatch set of documents within 5 days from the date of shipment
		10*	Goods Acceptance/Rejection Note(GARN)

9.0 **Packing & Marking:**

- 9.1.1 **Packing:** Quantity to be packed in each Bag depends upon the quantity offered by the Tenderer per MT. The material is to be supplied packed in machine stitched good Polythene bags and in turn in HDPE bag to protect from moisture. The pack should be stenciled in ink with VSP's name as 'VISAKHAPATNAM STEEL PLANT, PURCHASE ORDER NO., ITEM NAME, NET WT. OF MATERIAL ON EACH PACK AND THE SUPPLIER'S NAME' BATCH NO AND DATE OF MAKE ON THE BAGS'. The packing should avoid fines generation and contamination from foreign particles / moisture.

9.1.2 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 MT 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.

9.2 **Marking:** All packages shall be clearly and properly marked in English language with indelible paint stenciling. All previous irrelevant markings shall be carefully obliterated. The Supplier shall ensure that the following are clearly and legibly stenciled 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 net weights | : | |
| h) Port of loading & unloading | : | |

10.0 **Packing Lists:**

10.1 Each package shall have a detailed packing list quoting specifically the name of the Supplier, 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.

10.2 Notwithstanding any thing stated in this Article, the Supplier 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.

11.0 **Test cum Guarantee Certificate:**

11.1 **The Supplier shall submit Test Certificate from Government/Government approved Laboratories or own Lab in case of ISO Certified Manufacturer.**

11.2 The Supplier shall submit Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

11.3 Replacement of defective materials shall be made free of cost (including duties in India to Supplier's account) 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.

12.0 **Performance Guarantee Bond:**

12.1 The successful tenderer should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly 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 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 - IX** of the tender document, for an amount covering 5% (Five percent) of Landed cost of the order Or CFR Cost of the order covered by the LOI / 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 BG along with the BG. The check list format is given at Cl.No.12.6 below.

12.2 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 their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

- 12.3 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.
- 12.4 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.
- 12.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast six months from the date of receipt of the last consignment of the material.
- 12.6 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 En forceability of the same at Visakhapatnam*q and the address for the same is also specified in the BG.	Yes / No
13	Enclosed are the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

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

Signature of the Supplier

Date: 0 0 0 0 0 0 0 .

- 12.7 Performance Guarantee Bond shall be released after **180 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.

13.0 **Insurance:**

13.1 In case of imports, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER. In case of indigenous supplies, Insurance is the responsibility of the SUPPLIER.

13.2 For the purpose of insurance, the SUPPLIER shall within two working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax:0891- 2518753 / 2518 756) and M/s. The New India Assurance Co Ltd., Divisional Office III, Door No.30-15-35A, II Floor, Dabagardens, Visakhapatnam – 530 020. Telephone No.0891-2517737, 2591977, Fax No. 0891-2517781, E-Mail: nia_620300 @ yahoo.com, Dealing Officer: Dr. P Manmadha Rao, Divisional manager (Insurance Company).

- i) Acceptance of Tender Number
- ii) Name of Loading Port
- iii) Name of the vessel
- iv) Quantity shipped including gross and net weight
- v) Value of the material loaded.
- vi) Bill of Lading Number and Date
- vii) Number of packages / bundles / containers,
- viii) Date of sailing of the vessel
- ix) Name of the Destination Port
- x) Expected date of arrival of the vessel at the Destination Port.

13.3 The SUPPLIER shall fax the message twice to ensure clear receipt of the message by the PURCHASER and the Insurance Company.

13.4 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 SUPPLIER's account.

14.1 **Weighment for Supplies from Indigenous Sources:** 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.

14.2 **Weighment for Supplies from Import Sources:** 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 release of payment. The payment shall be restricted to the weight recorded at VSP weighbridge or the B/L weight or Invoice weight whichever is lower.

15.0 **Payment Terms:** As per Cl.No.8.0 of Annexure-I of ITT.

16.0 **Liquidated Damages:**

16.1 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).

17.0 **DEFAULT:**

17.1 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 27.0 herein below.

18.0 **RISK PURCHASE:**

18.1 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 17.0 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.

19.0 Recovery of Sums Due:

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

20.0 Responsibility:

20.1 The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

21.0 Transfer and Sub-Letting:

21.1 The tenderer 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.

21.2 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.

21.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.

21.4 Supplier has to fulfill the conditions laid down by Safety Engineering Department (SED) of VSP for carrying out application job. For non-compliance of Safety Appliances penalty shall be levied as per the norms fixed by SED of VSP and which is subject to change from time to time.

21.5 The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Engg. Dept of VSP which are subject to changes from time to time.

21.6 In case the supplier is required to sublet the application work to a sub-agency, then in such cases the responsibility of fulfillment of statutory requirements of CLC & SED of VSP as mentioned above, fulfillment of performance guarantee, ensuring supervision during relining and while in circulation, payment of wages to workers incase of failure to do so by the sub-agency etc. shall be with the supplier.

22.0 Clearances:

22.1 It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export /sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL/VSP.

23.0 Taxes and Duties:

23.1 In case of Imported Supplies, the SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.

23.2 In case of indigenous supplies, the applicable taxes, duties and levies shall be indicated in the order. For supplies on CST basis, C-Form shall be issued by RINL / VSP. The prices shall remain

firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the SUPPLIER. In case of supplies from Andhra Pradesh State, the SUPPLIER should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit.

24.0 **Import Licence:**

24.1 Import of the MATERIAL is presently under Open General License.

25.0 **Completeness of the Agreement and Modification:**

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

26.0 **Waiver:**

26.1 Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Purchaser may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Purchaser will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the Supplier or receiving of or payment by the Purchaser for the material under this Contract, will not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of the provisions of the Contract.

27.0 **Force Majeure :**

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

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

28.0 **Arbitration:**

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

29.0 **Legal Interpretations:**

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

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

30.0 Liability of Government of India:

30.1 It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order 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 Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order 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 Order.

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 OUTSATTON) 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 and application of _____ (_____) Nos (MTs) of Supply of Calcined Bauxite (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) **180 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.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLOUME II TO ITT NO.PUR 5.67.0206/0672 dtd. 26.05.2015

(to be submitted in a separate sealed cover as per the Instructions to Tenderers)

Messers: _____

Part B (Price Bid)

Annexure XI

Price Bid TO ITT NO. PUR ITT NO PUR.5.67.0206/0672 dtd. 26.05.2015

To be submitted in a Separate Sealed cover

Calcined Bauxite(Only for Imported offers)

	<u>Price</u>	<u>(US\$ or foreign currency in figures as well as in words)</u>
1	Price per MT CFR Visakhapatnam port with break-up as below (1.1 + 1.2)	
	1.1 Price per MT FOB Port of loading	
	1.2 Freight per MT	
2	Agent's Commission (if any) per MT included in 1.1 above	
		<u>(Indian Rupees in figures as well as in words)</u>

.....
(Signature and Seal of the Tenderer)

Part B (Price Bid)**Annexure XI****Price Bid TO ITT NO PUR. 5.67.0206/0672 dtd. 26.05.2015**

To be submitted in a Separate Sealed cover

Calcined Bauxite (**Only for Indigenous offers**)

PRICE BID FORMAT (ITT No.Pur.		Date:)				
ITEM DETAILS	ItemS.No.1					
Item Description						
Catalogue No.						
Quantity Accounting Units (Nos./Set / MT / Pairs,etc)						
PRICE DETAILS						
Basic Price / Unit(infigures)	(Rs.)					
Basic Price / Unit(inwords)	(Rs.)					
Packing & Forwarding Charges, if quoted extra	(Rs.)					
Excise Assessable Value	(Rs.)					
Excise Duty incl. Edn. Cess &Hedn.Cess / CVD & Addl. Duty as applicable	(Rs.)					
Freight Charges, if quoted extra	(Rs.)					

Application / Supervision of Erection & Commissioning / Installation Charges (if any, in the scope of the Tender) :

Service Tax incl. Cess (%) : Extra / Included

Note: Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation

Station :

Date

SIGNATURE OF THE TENDERER / THEIR
AUTHORIZED REPRESENTATIVE
WITH SEAL**P.S.** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of service tax 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.