

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

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

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GLOBAL TENDER NOTIFICATION

Invitation to Tender No.5.47.0001/0087 Dt. 06 .07.2015

Sealed tenders are invited for supply of **VIBRATORY CUP MILL
AND BRIQUETTE PRESS FOR XRF** as per specifications.

Last date & time for receipt of Tenders : 7.10.2015 by 1030 Hrs(IST)

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

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

Executive Director (MM)

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

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GLOBAL TENDER NOTICE No. Pur.5.47.0001/0087 Dt. 06.07.2015 for supply of VIBRATORY CUP MILL AND PRESS FOR XRF

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

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GLOBAL TENDER NOTICE FOR SUPPLY OF VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF– 2 Nos. each.

NOTICE OF INVITATION TO TENDER No.Pur.5.47.0001/0087 DTD 6.07.2015

- 1.0 RashtriyaIspat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites SEALED BIDS IN TWO PARTS (**PART-A : Techno-Commercial Bid and Part-B : Price Bid** in separate envelopes) for supply of **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** conforming to Technical specifications at **Annexure-1** of tender documents.
- 2.0 **ITEMS & QUANTITY:**
- 2.1 The PURCHASER intends to procure **VIBRATORY CUP MILL (02 nos.) AND BRIQUETTE PRESS FOR XRF (02 nos.)** conforming to Technical specifications as at **Annexure-1** of tender documents.
- 2.2 The tendered quantity shall be procured from the lowest technically and commercially acceptable tenderer.
- 2.3 No of sources : 01 (one)
- 3.0 **DELIVERY:**
- 3.1 RINL, VSP's requirement for delivery of material is within 3-4 months from the date of A/T . The tenderer(s) should offer their best possible delivery.
- 4.0 Tenderers should submit their tenders in TWO parts:

PART A: TECHNO- COMMERCIAL BID PART B : PRICE BID

in separate sealed envelopes indicating clearly PART A: Techno-Commercial Bid and PART B: Price Bid on the respective envelopes.

- 4.1 A Proforma as given in **Annexure -III** of the Tender Documents is prescribed for **Part- B : PRICE BID**. All the tenderers are advised to submit their Part-B: **PRICE BID** in the prescribed proforma only. **PRICE BID** should contain no caveat conditions. Offers to the contrary will stand the risk of getting rejected.
- 4.2 **Integrity Pact:** The Tenderer is required to unconditionally accept the "Integrity Pact" enclosed at **Annexure – VIII** to the tender document and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder.

Nodal Officer	IEM
Sri.P. K.Mishra, GM(MM), RashtriyaIspat Nigam Limited Visakhapatnam – 530031 Phone No : 0891-2518534 Fax No : 0891-25183753/756. Email: prasannamishra@vizagsteel.com	ShriVenugopal K Nair IPS (Retd.) P-1 Chakola Water Ford, PanditKaruppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. Contact numbers : 91-484-2664223 09447500010 (Mobile) E-mail : vgknair@gmail.com

4.2.1 RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 4.5 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat at the specified VSP stores.

4.3 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 MM Reverse e-auctions
- Click on “new user!!! Click to register” for generating user ID and fixing corresponding password.

4.4 Definition of key terms for reverse auction and RINL’s reverse e-auction user manual is uploaded on our web site www.vizagsteel.com under auctions menu and MM reverse auctions subMenu. TA & CA tenderers would be authorized to quote their LNCP prices only on e-reverse auction engine on a fixed time and date.

After the completion of the reverse e-auction at the end of price discovery process, the purchase order would be placed in the normal mode.

In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat. Modalities of evaluation of landed net of cenvat price is given at para 4.6 & 4.7 of Annexure-II.

4.5 **In case of the reverse e-auction is conducted the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received in the physical mode of tender, a comparative statement shall be made considering the lower of prices (i.e. sealed price bid prices and reverse e-auction prices) of all the parties. Placement of orders shall be considered on the L1 price(LNCP) so arrived.**

5.0 **BID MONEY/EMD:**

5.1 Each tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers Cheque (both subject to realization) drawn on any Scheduled commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount of Rs1.75 lakhs (Rupees one lac seventy five thousand only) or USD 2920 (US dollars two thousand nine hundred twenty only)/

Euro 2500 (two thousand five hundred only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.

- 5.2 Tenders received without the EMD / bid Money of requisite value will be summarily rejected. Bid money shall not accrue interest.
- 6.0 Tenders will be accepted upto **10.30 Hrs. (IST) on 7.10.2015** Techno-Commercial part of the Tender (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present.
- 6.1 The date and time of price bid opening shall be intimated separately to technically and commercially acceptable tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the presence of the Tenderers or Authorised Representatives of the Tenderers who may choose to be present.
- 7.0 Tenders submitted against NIT shall not be returned in case the Tender Opening date is extended /postponed. Tenderer(s) desirous to modify their offer/terms may submit their revised/supplementary offer(s) in the sealed envelope superscribing ITT No. & date and extended due date of the tender opening within the extended TOD by clearly stating the extent of updation carried out to their offer. The PURCHASER reserves the right to open the original offer along with revised offer(s).
- 8.0 **TENDER DOCUMENTS:** Tender document will be available on VSP website and the same can be downloaded from website: www.vizagsteel.com. In case of difficulty in downloading of tender documents, tender documents can also be obtained “Free of Charge” from Asst. General Manager (MM), Purchase Department, Block-A, 3rd Floor, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031, India on specific written request with the reasons for such request.
- 9.0 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT cost arrived at the Foreign exchange rate (bill selling rate of State Bank of India) as on one day before the scheduled date of reverse e-auction 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.
- 10.0 **Notwithstanding anything specified in this Tender Documents, Rashtriya Ispat Nigam Limited, in its sole discretion and without having to assign any reason reserves to itself the rights:**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
 - b) To accept any tender in full or in part;
 - c) To reject the offers not conforming to the tender terms;
 - d) To give Purchase preference to Central Public Sector Enterprises (CPSE) as per Government of India guidelines ; and
 - e) To extend Purchase Preference to Local SSIs as Company’s prevailing guidelines.

Dy. GENERAL MANAGER (MM)
email: jmrao@vizagsteel.com

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TECHNICAL SPECIFICATION
for
LABORATORY EQUIPMENT
for
VISAKHAPATNAM STEEL PLANT (VSP)

LABORATORY EQUIPMENT FOR ADDITIONAL LABORATORY FACILITIES
- GROUP-10- SAMPLE PREPARATION
EQUIPMENT FOR XRF SPECTROMETER
SPECIFICATION No.VSP-6.3-00-PRL-010(R)

1.0 SCOPE

- 1.1 This specification covers the design, engineering, manufacture, assembly, testing, packing, supply of sample preparation equipment for XRF spectrometer. The scope also includes installation and commissioning at installation site and demonstration of performance guarantee tests of the equipment complete with accessories and auxiliary facilities. The tenderer shall submit the information as called for in the bill of quantities stated in clause 11.0 duly filled in.
- 1.2 Apart from the items mentioned in the specification, if any necessary conversion gadgets/ items are required, supplier shall include the same in the scope of supply.
- 1.3 Physical Verification of supplied items against Acceptance of Tender/invoice and packing list at Central Stores, Visakhapatnam Steel Plant in the presence of representative of successful bidder and QA&TD and recouping of short supply/ defective, if any as per contractual terms and conditions.
- 1.4 The successful tenderer shall depute their representatives for installation and commissioning of equipment supplied by them under single responsibility basis.

2.0 EQUIPMENT DETAILS

The list of equipment under Group-10 is given below:

Sl. No.	Equipment
1.0	Vibratory cup mill (2 nos.)
2.0	Briquetting press (2 nos.)

3.0 EQUIPMENT DESCRIPTION

3.1 Vibratory cup mill

Quantity required: Two (2)

3.1.1 The machine will be used for fine grinding ores, fluxes, ferro alloys and slag to be analyzed by X-ray fluorescence spectrometer. The ground sample will be briquetted into pellets which will subsequently be analysed by X-ray fluorescence spectrometer.

3.1.2 The equipment shall be supplied complete in all respects with spares and accessories including electrical drive, controls, power and control devices, suitable clamping device, off timer setting, on-off push button, oscillating assembly, motor, terminal box, mill container, built-in safety interlock with necessary maintenance tools. etc and in a heavy duty cabinet. It shall also include dust collection system with easy disposal for dust free operation.

3.1.3 The equipment shall meet the following requirements:

Type	..	Vibratory disc mill/Cup mill with single container
Material to be crushed	..	Ores, fluxes, blast furnace slag, SMS slag, ferro alloys etc.
Feed size	..	About 3 to (-)10 mm
Product size	..	Less than 0.15 mm (100 mesh BS)
Container capacity	..	100 cc
Container (base & lid)	..	Abrasive resistant high alloy steel (typically High carbon, Cr-alloy) make with two handles for easy handling.
Container & Lid lining	..	Tungsten carbide (Min. 5 mm lining thickness in all grinding faces)
Container elements	..	Stone and Ring made of Tungsten carbide only.

No. of container (set)	.. Two (1+1), one container fitted with equipment and one as spare
Container Set	.. Container with handles, lid, stone and ring.

- 3.1.4 The equipment shall be floor standing, sturdy and free from vibration & noise. It shall be completely leak proof and clamped with lid. The construction of the machine and the lid shall be made of steel plate of suitable thickness.
- 3.1.5 The equipment shall have access to the motor from one side of the equipment for ease in maintenance work.

3.2 Briquetting Press

Quantity required: Two (2)

- 3.2.1 The briquetting press will be used for preparation of compacts from powdered fluxes and slag etc for analysis in the X-ray spectrometer. The equipment shall have a load capacity of around 40 tons and will be of hydraulic type.
- 3.2.2 The equipment shall be floor standing, supplied complete with hydraulic pump, load indicator, fault indication lamp and a pressure release system for releasing the mould. Other accessories will include motor, electrical, power and control devices, pressure gauge, dies, mould assemblies for preparing standard XRF samples, plunger etc along with necessary protection and supports in a heavy duty cabinet.
- 3.2.3 The pressing tool shall be compatible for pressing cups made of steel/ Aluminium and the ridge of pressed tablet/briquette shall not be expanded and shall not be cracked in the process of making tablet/briquette.
- 3.2.4 The dimension of pressed tablet/briquette shall be in the range of 37 to 40 mm diameter (OD).
- 3.2.5 Programmable system for setting load and time with digital display.
- 3.2.6 Emergency stop button at convenient place.

4.0 UTILITIES AND SERVICES

The following utilities and services will be provided by the employer.

- 4.1.1 Electric power will be made available by the Employer at 15 V, 50 Hz, 3 phase, 4 wire or 240 V, 50 Hz, single phase as may be required over socket outlet near the equipment. Earthing, including RF, of the equipment shall be within the scope of supplier.
- 4.1.2 Potable grade water at 2-3 bar pressure and plant grade compressed air at 3-4 bar pressure will be made available by the employer at the battery limit.
- 4.2 If any utility is required other than those indicated above, supplier shall include the same along with necessary equipments/items or conversion gadgets in his scope of supply.

5.0 PERFORMANCE GUARANTEE

- 5.1 The successful tenderer has to demonstrate the performance of each system at least two times and each time over a period of 72 hours on load, and performance guarantee test should be completed within 12 days from installation.

6.0 WARRANTY AND ANNUAL MAINTENANCE CONTRACT

- 6.1 The system and its parts should have all inclusive comprehensive warranty for 60 months from the date of acceptance of PGT .
- 6.2 In case the system does not work for more than one week during warranty period, the warranty period shall be extended for the same number of days.
- 6.3 The equipment should have inspection certificates from the principals.
- 6.4 The supplier shall give guarantee that the spare parts will not become obsolete for at least 12 years from the date of supply. If not, he shall provide the manufacturing documents for the spares.
- 6.5 The tenderer shall categorically confirm that it would offer Annual Maintenance Contract after all inclusive warranty of 60 months .

7.0 DRAWINGS AND DOCUMENTS

- 7.1 User list of minimum three nos. of Indian users having the same/similar system(s) supplied by the tenderer which are already commissioned and presently working is to be provided.

- 7.2 The successful bidder shall visit and inspect the site where the equipment will be installed and will submit the mutually agreed (with VSP) pre-installation requirement after acceptance of AT/Purchase Order. The successful tenderer shall submit drawings of electrical, water and other utilities, if required. The foundation, civil assignment and general assembly drawing, catalogue for each equipment should be supplied. Supply of anchor bolt shall be under scope of successful Tenderer.

- 7.3 The successful Tenderer shall submit four (4) Nos. of hardcopies of all operational, maintenance manuals and circuit diagrams of the equipment along with the softcopy in a CD with the supply of equipment.

8.0 COMMISSIONING SPARES

The party shall include all spares, tools and tackles required for commissioning of the equipment and for their efficient operation until provisional acceptance after demonstration of satisfactory performance in accordance with guarantees. These items shall be based on the tenderer's experience in commissioning similar equipment in the past. The commissioning spares must be at site along with the main equipment. The list of commissioning spares shall be included in the offer. The successful tenderer shall be responsible for having the required items at site in sufficient quantities.

9.0 INSURANCE SPARES

Insurance spares if any, based on Tenderer's experience shall be included in the offer and shall be supplied with equipment.

10.0 TRAINING OF EMPLOYER'S PERSONNEL

- 10.1 Training at site will be restricted to operation/trouble shooting of the equipment and shall be imparted by the commissioning engineer during commissioning of the equipment.

11.0 BILL OF QUANTITIES

- 11.1 The Tenderer shall fill the attached bill of quantities (BOQ) item-wise and submit with each copy of his offer. This information is required in this form to facilitate tender processing even though it may duplicate information presented elsewhere in his offer. Specific confirmations are to be given against each clause of BOQ and statements like "refer to leaflet" should be avoided. The tenderer shall confirm the supply of items as per specification and BOQs. The Tenderer shall submit four (4) copies of technical offer. Incomplete offers/offers with any omission from VSP's technical specification are liable for rejection. Same BOQ format shall be used for submission of technical bid as well as price bid.

**BILL OF QUANTITIES
FOR
VIBRATORY CUP MILL
UNDER**

TECHNICAL SPECIFICATION NO. VSP-6.3-00-PRL-010 (R)

Specification clause No.	Supply	Quantity (Number/Set)	Tenderer's confirmation
3.1 (3.1.1 to 3.1.5)	Vibratory cup mill complete in all respects with spares and accessories including electrical drive, controls, power and control devices, suitable clamping device, time switch, on-off push button, oscillating assembly, motor, terminal box, mill container, built-in safety interlock in a heavy duty cabinet.	2 nos.	
4.2	List of utilities other than VSP	Yes/No	
7.1	List of users having similar system	1 set	
7.2	Drawings and documents complete with general assembly drawings, catalogues with requirement of electrical, water and utility facilities etc.	1 set	
7.3	4 Nos. hardcopies of operational & maintenance manual and a CD containing softcopies of the same.	1 set	
8.0	Commissioning spares, as applicable (List to be attached)	2 sets	
9.0	Insurance spare, if any (List to be attached)	2 sets	
Specification clause No.	Services	Yes/No	Tenderer's confirmation
1.1	Installation and commissioning	Yes	
6.1	All inclusive comprehensive warranty for 60 months	Yes	
5.1	Performance guarantee test	Yes	
10.1	Training at site	Yes	

I/We confirm the acceptance to the detailed technical specification in toto enclosed with this offer.

Signature & Seal

NOTE: (1) Total price to be indicated **ONLY IN THE BOQ COPY OF PRICE OFFER
AND NOT IN THE BOQ COPY OF TECHNICAL OFFER.**

**BILL OF QUANTITIES
FOR
BRIQUETTING PRESS
UNDER**

TECHNICAL SPECIFICATION NO. VSP-6.3-00-PRL-010 (R)

Specification clause No.	Supply	Quantity (Number/Set)	Tenderer's confirmation
3.2 (3.2.1 to 3.2.4)	40 ton briquetting press complete with hydraulic pump, load indicator, fault indication lamp and a pressure release system for releasing the mould incl. other accessories viz. motor, electrical, power and control devices, pressure gauge, dies, mould assemblies for preparing standard XRF samples, plunger etc along with necessary protection and supports in a heavy duty cabinet.	2 nos.	
4.2	List of utilities other than VSP	Yes/No	
7.1	List of users having similar system	1 set	
7.2	Drawings and documents complete with general assembly drawings, catalogues with requirement of electrical, water and utility facilities etc.	1 set	
7.3	4 Nos. hardcopies of operational & maintenance manual and a CD containing softcopies of the same.	1 set	
8.0	Commissioning spares, as applicable (List to be attached)	2 sets	
9.0	Insurance spare, if any (List to be attached)	2 sets	
Specification clause No.	Services	Yes/No	Tenderer's confirmation
1.1	Installation and commissioning	Yes	
6.1	All inclusive comprehensive warranty for 60 months	Yes	
5.1	Performance guarantee test	Yes	
10.1	Training at site	Yes	

I/We confirm the acceptance to the detailed technical specification in toto enclosed with this offer.

Signature & Seal

NOTE: (1) Total price to be indicated **ONLY IN THE BOQ COPY OF PRICE OFFER
AND NOT IN THE BOQ COPY OF TECHNICAL OFFER.**

ANNEXURE -II TO TENDER NO.PUR.5.47.0001/0087 DTD.06.07.2015

INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:

Quote If tenderer who responds to this tender notice 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.

A) INDIGENOUS:

- a) Notarised Statutory manufacturing / service industry registration certificate, i.e., EM-Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.
 - (Or)
 - a. Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer/ Agent/Trader etc.
 - b. (Or)
 - c. Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited companies.
- b) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms
- c) Notarised 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.
- d) Self-certified Financial worth and audited financial statements for the last three (3) years.
- e) Self-certified Purchase orders / contracts copies for the same or similar tendered item/s.
- f) Self-certified ISO certificate if any.

B)IMPORT:

- a) Registration certificate from Chamber of Commerce / their respective designated Govt. Agency.
- b) Audited financial statement for the last three years of their company.
- c) Other Credentials like ISO Certificates etc.
- d)List of Purchase Orders / Contracts for the same or similar items executed by the Tenderer in respect of other major customers.

Notarized copies of documents mentioned at a) & b) and self certified copies of documents mentioned at c), d) e) are to be submitted along with the offer.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL,VSP. The tender of un-listed vendor shall be rejected in case of non-submission or incomplete submission of the above documents or RINL, VSP finds that the credibilityof 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 the regard is final.

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

- 2.1 Tenderers who may be Manufactures of **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

- a) Detailed information of the Manufacturer along the latest copies of the executed / on going orders (during the last 1 year) .
 - b) Documents showing the exact nature of ownership.
 - c) Country of origin of material (In case of import offer).
 - d) Production capacity of subject item and annual production during the last three years.
 - e) A recent Test and Inspection Certificate (dated not later than one year from the date of tender) issued for the material by a reputed International test house // Government approved test house in case the tenderer is a new Supplier to RINL / VSP.
- 2.2 **Offers from both imported and indigenous manufacturers will be accepted.** Tenderer(s) who may be suppliers of **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - VI** of the Tenderdocument, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Part - A : Techno Commercial Bid. Such tenderers shall, in addition, furnish all the data as called for in Para 7.0 below.
- 2.3 In case the Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in PART-B: PRICE BID**) for supplying the material from different Works.
- 2.4 Only one offer should be received from each principal manufacturer either directly or through their Agents. In case more than one offer is received from the same Principal manufacturer, then all the offers of the same Principal Manufacturer will be rejected including the direct offer, if any.
- 2.5 The Tenderers are requested to fill up the check list as at **Annexure - IV** of the Tender document.
- 3.0 **SUBMISSION OF OFFERS:**
- 3.1 **QUOTING OF PRICE(S):**
- 3.1.1 **IN CASE OF INDIGENOUS OFFER:** The price quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight for each item separately. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure- III**. In case of any discrepancy between the two, the price indicated in words shall only be considered.
- 3.1.1.1 **VALUE ADDED TAX (VAT):** VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.

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

- a) FOB Load port basis
- b) CFR, Visakhapatnam

However, PURCHASER at its option reserves the right to place the order on either FOB Loadport or CFR, Visakhapatnam Port, Visakhapatnam, India basis.

The tenderer shall indicate the mode of shipment i.e., break bulk or in container in Techno-Commercial bid. The price shall remain firm and fixed during the period of contract. It may be noted that unit price is to be quoted both in figure and words in the format enclosed at **Annexure-III**. In case of any discrepancy between the two, the price indicated in words shall only be considered.

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

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

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

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

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

4.0 **TERMS OF PAYMENT:**

4.1 Payments shall be made as follows:

4.2 (a)**In case of Indigenous offers :**

90% of payment towards supply along with 100% taxes and duties shall be made against submission of Invoice, LR, PreDespatch Inspection Certificate, Manufacturer Test Certificate, within 60 days of acceptance of material. Accepted GARN (Goods Acceptance / Rejection Note) issued by PURCHASER.

(b) Balance 10% payment towards supply along with 100% payment towards commissioning charges , training charges and Service Tax , if any shall be released on successful commissioning, demonstration of Performance Guarantee Test (PGT) of material at RINL,VSP and training of VSP personnel in VSP site, duly certified by DGM (D&E)/HOD, RINL, VSP & against submission of PBG for 5% of the PO value, within 15 days of certificate issue date.

In case of Indigenous offers, PURCHASER encourages Electronic Fund Transfer/RTGS for payment direct to Seller's Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Cherub date will be considered for arriving at 30th day wherever payment is made by Cherub. Any other mode of payment terms will be suitably loaded while evaluating the tender.

- 4.3 **In case of Imports:** 100% through L/C. 90% payment will be made on due date of the material supplied upon presentation of documents of Shipping documents (Pl. refer to clause 8.0 of Annexure IX for the list of documents).

Balance 10% on successful commissioning, demonstration of Performance Guarantee Test (PGT) of material at RINL,VSP and training of VSP personnel in VSP site, duly certified by DGM (D&E)/HOD, RINL, VSP &against submission of PBG for 5% of the PO value, within 15 days of certificate issue date.

All Bank charges within and outside India is to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller. In case of L/C Payment suitable loading, will be made while evaluating the offer. The successful tenderer shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside India.

- 4.4 The price bid should only contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose. The tenderer shall enclose the blank format of the PRICE BID in Techno-commercial Bid, Part B.
- 4.5 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general 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. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustration given below are not exhaustive. RINL / VSP reserves the right to load the offers at it's sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.

4.5.1 **Illustration- I: (Deviation in payment terms)**

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	100% against L/C with 60 days interest free period from the date of receipt and acceptance at VSP (All bank charges to VSP's a/c)
Landed cost per unit on FOR VSP Stores basis / CIF basis	Landed cost: Rs.10,000/-	

Loading per unit due to deviation in payment terms	L/c charges on landed/CIF value	L/C charges upto Rs.1 crore shall be Rs.5,618/-. Loading on account of Increase in L/C value above Rs.1 crore or part thereof shall be Rs.5618 for each one crore i.e., Rs.5618 for first one crore or part thereof and additional **
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4.5.2 Illustration- II: (Deviation in payment terms)

Description As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP. 100% against L/C at sight. (All bank charges to VSP's a/c)
Landed cost per unit on FOR VSP Stores basis / CIF basis	Landed cost: Rs.10,000/-
Loading per unit due to deviation in payment terms	Rs.328.77/- (i) 20% interest for 60 days on landed / CIF value (ii) L/c charges on landed / CIF value (i) $0.02 \times 60 \times 10,000 / 365 =$ (ii) Rs.5618 for each one crore or part thereof

****Rs.5618 each for each additional one crore or part thereof.**

4.6 Illustration for calculation of landed Net of VAT/CENVAT

		Rs/T	Rs/T
1	Basic Price	1000.00	1000.00
2	Excise Duty @ 12.5 %	125	125
3	Education Cess @ 2% on ED	2.5	2.5
4	Secondary and Higher Education Cess @ 1% on E.D	1.25	1.25
5	Freight	100.00	100.00
6	Sales Tax/VAT	22.58	61.44
		CST @ 2%	VAT @ 5%
7	Loading towards payment terms	0.00	0.00
8	Landed cost	1251.33	1290.19
9	Loading towards L/C margin money (@ 5% of 10% of landed value/qtr)	0.00	0.00
10	Landed Cost with L/C margin money	1251.33	1290.19
11	Loading towards Entry Tax (##)	0.00	0.00
12	Landed cost with ET	1251.33	1290.19
13	Less: Cenvat	128.75	128.75
	VAT Credit (@ 2.02% setoff)	0.00	24.82
	Set off on ET	0.00	0.00
14	Landed net of Cenvat/VAT/ET	1122.58	1136.62

4.6.1 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.

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

Illustration for calculation of LNCP priceper unit			
SlNo.			
1	FOB Price - per unit		1000.00
2	Freight - per unit		25.00
3	CFR Price - per unit		1025.00
4	Insurance @ 0.001% per unit		0.01
5	CIF Price - per unit		1025.01
6	CIF Price - per unit (Exh. Rate US\$ 1=)		51250.50 (US\$1 = Rs.50)
7	Assesable CIF - Rs. per unit (1% landing charges)		51763.01
8	Basic Duty @ 7.5%		3882.23
9	CVD on ass.CIF+BD @12%		6677.43
10	Cess @ 2% on CVD+BD		211.19
11	Sec.& Higher Ed.Cess @ 1% on CVD+BD		105.59
12	Special CVD @ 4% on ass.CIF+ BD+CVD+Cess		2503.17
13	Landed price		64630.11
14	Landed Net of CENVAT Price per unit(13- 9-12)		55449.51

NOTE : Clearing and forwarding charges in India at the time of custom clearance are applicable at actuals to the above LNCP .

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.

5.0 **CURRENCY:** The Unit prices should be quoted in US Dollars or Euro or Pound Sterling or Yen only in case of imported offer and in INR in case of indigenous offer.

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

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

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

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

a) What service the Agent renders. Extent of authorisation and authority given to commit the Tenderer. The amount of commission/ remuneration included in the quoted price(s) for such Indian agent.

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

- 7.2 There shall be compulsory registration of Indian agents with Purchaser. Information shall be sent to the Indian agents after they are registered.
- 7.3 The Indian agents commission if any should be included in the quoted prices and indicated separately.
- 7.4 Failure to furnish correct and detailed information as called for in sub para 6.1 herein above, will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.
- 7.5 In the event of an Agreement materialising, the terms of payment will provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission/remuneration, if any, payable to Indian agent. The Indian agents commission will be released in equivalent Indian rupees to the Indian agents after 90 (ninety) days of discharge of the cargo in India. A confirmation is to be given by the tenderer that the commission / remuneration to the Indian agent, shall be paid by RINL in India in Indian rupees.
- 7.6 The Indian agents shall represent only one Foreign Tenderer in the tender. In case, it is found that the Indian agents is representing more than one Tenderer then all the offers represented by this Indian agent will be rejected.

8.0 VALIDITY OF THE OFFER:

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

9.0 BID MONEY/EMD:

- 9.1 Each tender shall be considered only if Bid money in US Dollars/EUROs or in Indian Rupees by means of either a Demand Draft/Cheque/ (both subject to realization)/Electronic Mode drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount of **Rs.1.75 lacs (Rupees one lakh seventy five thousand only) or US Dollars 2920 (U S Dollar two thousand nine hundred and twenty only) or EURO 2500(Twenty Five hundred only)** is submitted along with or prior to opening of Part-A:

Techno-commercial Bid. No change in the prescribed proforma of Bank Guarantee for Bid Bond is acceptable.

- 9.2 Each tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers Cheque (both subject to realization) drawn on any Scheduled commercial Bank and payable to RashtriyaIspat Nigam Ltd. at Visakhapatnam for an amount of Rs1.75 lacs(Rupees one lac seventy five thousand only) or USD 2920 (US dollars two thousand nine hundred twenty only)/ Euro2500 (two thousand five hundred only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.Bid money, if paid in cash, shall not accrue interest.
- 9.3 The Bid Bond / Bid Money must be submitted along with or prior to opening of Techno-commercial Bid (**PART-A**). Tenders received without the Bid Bond / **Bid Money of requisite value will not be considered by RINL.**

NOTE: Tenders received without BID BOND / BID MONEY of requisite value will summarily be rejected. RINL/VSP shall not give time as above for submission of Bid Money / Bid Bond.

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

- (i) Central/State/Govt.Public Sector undertakings of India.
- (ii) SSI Units/ Micro and Small Scale enterprises (MSEs) registered with NSIC/District Industries Centre of the state government concerned for the item(s)/item category of tendered item(s) for which the tenderer is registered with the respective authority.
- (iii) Units registered with RINL for the tendered item(s).

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

- 9.5 Condition for availing benefit under purchase preference to local SSIs(MSEs) clause no.2.0 (e) of tender notice & payment terms as per clause no. 4.0 above by local micro & small enterprenures (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/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.

(a)District Industries Centre of Visakhapatnam.

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

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

- 9.6 The EMD / BID MONEY shall be forfeited and encashed by RINL, VSP without any further reference to the tenderer(s) in the following situations.
- a) In case the offer submitted by the tenderer is withdrawn or modified his bid in a manner not acceptable to RINL, VSP before expiry of validity.
- b) In case Performance Guarantee Bond is not submitted within the time allowed as per the terms and conditions, after RINL, VSP communicated acceptance to tender in accordance within clause 10 of Annexure-II of the Tender documents.
- 10.0 **PERFORMANCE GUARANTEE BOND:**
- 10.1 The successful tenderer should submit Performance Guarantee so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP immediately after commissioning and before claiming 10% balance payment along with other charges brought out under payment terms .
The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at Annexure - VII of the tender document, for an amount covering 5% (Five percent) of the value of the quantity of material on landed cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.
- 10.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 10.3 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 10.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 10.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of one year from the date of commissioning .
- 10.6 Performance Guarantee Bond shall be released after 24 months from the date of Performance Guarantee Test of the consignment, subject to clearance from user department, whichever is earlier, regarding the Training completion at Supplier's premises.
- 11.0 **STATEMENT OF DEVIATIONS:**
- 11.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation therefrom, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **Each tenderer shall submit a letter as per Proforma at Annexure - X of tender document duly signed by the tenderer along with his offer confirming his acceptance to all the terms and conditions of the Tender document, except for the deletions / deviations specifically**

proposed by them in their offer as stated in the statement of deviations, if any, enclosed to the letter as per proforma at Annexure-X.

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

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

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

in two separate sealed envelopes. Part-A should contain all details on technical specifications, other information/ data/ documents/ confirmations/ deviations, if any. A price format as in the Part-B **after blanking the prices** indicating the country of origin and port of loading with specific confirmation that except the data asked for in the price bid no other information conditions is given in the price bid may also be placed in the Part-A. However, no indication of price in any form, shall be given in Part-A. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0, 2.1,2.2, 2.5, 7.0, 9.0 and 11.0 of **Annexure-II** above are also to be enclosed in Part-A.

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

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

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

12.4 The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear, in Block capital letters, superscription **"Tender for supply of against Tender No. Pur.5.47.0001/0087 DTD. 6.07.2015, and DUE Dtd. 7.10.2015"** and should also bear superscription:

Part-A: Techno-Commercial Bid, or
Part-B: Price Bid.

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

12.5 The envelopes referred to in para 11.4 above should be placed in another envelope which should be addressed to the **Executive Director (MM), Administration Building, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription **"OFFER IN RESPONSE TO TENDER NO. PUR5.47.0001/0087 DTD 6.07.2015 " and DUE DATE. 7.10.2015.** This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

12.6 Tenders will be accepted upto **10.30 Hrs (IST) on 7.10.2015.** The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present.

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

- 12.8 **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.**
- 12.9 **Offers received by VSP by cable, e-mail, telex, fax or telegrams and tenders received late / delayed will not be considered.**
- 12.10 Amendment to Tender Terms and Conditions.
- 12.11.1 At any time prior to the deadline for submission of the bids, the PURCHASER may, for any reasons, modify the tender terms and conditions by way of an amendment.
- 12.11.2 Such amendments will be notified on RINL's website www.vizagsteel.com and will be binding on the tenderers. The intending tenderers are, therefore, advised to visit RINL's website at regular intervals.
- 13.0 **COMPLETENESS OF THE TENDER:**
- 13.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for, will render the concerned tender liable to rejection.
- 13.2 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 above. In case of rejection, Part-B (Price Part) of the tender would be returned unopened and EMD would be refunded. **RINL/VSP shall not give time as above for submission of Bid Money / Bid Bond.**
- 14.0 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:**
- 14.1 If it comes to the notice of VSP at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.
- 15.0 **Evaluation and rejection of offers**
- 15.1 RINL evaluates technical and commercial acceptable offers on Landed net of cenvat price (LNCP/VAT) basis.
- 15.2 After the reverse e-auction is conducted, the sealed price bids of all TA& CA tenderers irrespective of whether they have participated in the reverse e-auction or not, shall be opened within 2 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 prices and reverse e-auction prices) of all the tenderers.

Placement of order shall be considered on the L-1 price (LNCP) so arrived.
Refer our "**detailed terms and conditions of invitation to supply**" in the web site www.vizagsteel.com for details.

- 15.3 Offers which deviates from the vital conditions (as illustrated below) of the tender shall be rejected.
- (a) Variable price being quoted against requirement of Firm prices.
 - (b) Non submission of complete offers, appending signature on the offer and the prescribed formats.
 - (c) Receipt of Offers after due date & time and or by e-mail/ fax
 - (d) Receipt of offers in open condition
 - (e) Non-submission of Bid Bond/amount.
- 15.4 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.
- 15.5 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.

16.0 **Right to reject tenders**

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

17.0 **Authorisation**

- 17.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender/price bid opening.
- 18.0 Vendor should mention excise duty, Tariff number, estimated assessable price and applicable excise duty percentage (rate) for item quoted, if excise duty applicable, in the offer, failing which the offer shall become liable for rejection.

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

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

ITEM DETAILS
ITEM DESCRIPTION
Catalogue No.

Item -1

Item -2

Quantity Accounting
Units

(Nos./Set/Pairs,etc.)

PRICE DETAILS

Basic Price / Unit (in figures) (Rs.)

Basic Price / Unit (in words) (Rs.)

Excise Assessable Value (Rs.)

Packing & Forwarding (Rs.)

Charges, **if quoted extra**

Excise Duty incl. Edn. Cess& (Rs.)

Hedn.Cess / CVD & Addl. Duty

as applicable

Freight Charges, **if quoted extra** (Rs.)

Application / Supervision of Erection & Commissioning / Installation Charges

Training Charges if any:

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

Note:1).Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation.**Specify APVAT and TIN No. if supplies are from Andhra Pradesh .**

2). Supplier should include comprehensive warranty charges for 60 months in the supply price .

Station :

Date:

**SIGNATURE OF THE TENDERER / THEIR
AUTHORISED REPRESENTATIVE WITH
SEAL**

ANNEXURE-III TO TENDER NO.PUR.5.47.0001/0087 DTD 06.07.2015

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

- 1.*Name of the Tenderer :
- 2.*Address :
- 3.*Country of Origin of commodity :
4. **Item Description** : **ITEM -1** **ITEM -2**
5. Catalogue No.
6. FOB Load port basis :
Price per Unit (in words as well as in figures)
7. CFR Visakhapatnam. :
Price per Unit (in words as well as in figures)
- FOB component :
- Freight :
8. Delivery schedule for supply :
9. Total value of the quantity offered :
10. *Port of loading for price quoted :
on FOB basis / CFR basis

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

Application / Supervision of Erection & Commissioning / Installation Charges :

Training Charges if any:

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

Note :Supplier should include comprehensive warranty charges for 60 months in the supply price .

Signature and Name of the Tenderer

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

ANNEXURE-IV TO TENDER NO PUR.5.47.0001/0087 Dt.06.07.2015
SEE PARA 2.5 OF INSTRUCTIONS TO TENDERERS
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID
PART-A OF YOUR OFFER

SL.

NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 2.1 of tender notice		
3	Technical specification	To be confirmed as per Annx-I of tender doc.		
4	Delivery schedule	To be confirmed as per Para 3.1 of tender notice		
5	Average annual production capacity	To be confirmed as per Cl.2.1 of Annx-II of ITT		
6	Letter of Authority from Manufacturer	To be submitted as per Cl.2.2 of Annx-II of ITT.		
7	Payment terms	To be confirmed as per Cl.4 of Annx-II of ITT		
8	EMD/ Bid Money	To be confirmed as per Cl.9 of Annx-II of ITT		
9	Price Basis	To be confirmed as per Cl.3 of Annx-II of ITT		
10	Price firmness	To be confirmed as per Cl.3.1.1 / 3.1.2 of Annx-II of ITT		
11	Insurance	To party's a/c		
12	Packing	To be confirmed as per article 6 of GCC (Annexure-VII of ITT)		
13	Validity of offer	To be confirmed as per Cl.8 of Annx-II of ITT		
14	Inspection	To be confirmed as per Cl.18 of Annx-IX of ITT		
15	Test cum Guarantee certificate	To be confirmed		
16	Liquidated damages	To be confirmed as per Article 22 of GCC (Annexure - VII)		
17	Default	To be confirmed as per Cl.11 of Annx-IX of ITT		
18	Risk Purchase	To be confirmed as per Article 7 of GCC (Annexure - VII of ITT)		
19	Arbitration	To be confirmed as per Article 16 of GCC (Annexure - VII of ITT)		
20	Force Majeure	To be confirmed as per Article 15 of GCC (Annexure - VII of ITT)		
21	Performance Guarantee Bond	To be confirmed as per Cl.10 of Annx-II of ITT		
22	Other terms and condition of ITT / GCC	To confirm acceptance.		
23	Submission of CENVATABLE documents	To be confirmed .		
24	Submission of documents by un-listed vendors of RINL / VSP.	To be confirmed as per Cl. 1.0 of Annx - II of ITT.		
25	Evaluation of offers	To be confirmed as per Cl.15 of Annx-II of ITT		

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

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

"Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)" | Yes / No |
| 12 | BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG. | Yes / No |

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

ANNEXURE-VI TO TENDER NO PUR.5.47.0001/0087 DTD.06.07.2015

**LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER OF
VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF**

(See 2.2 of Annexure -II of the Tender Documents)

To

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

Dear Sir,

Sub: Your Tender Notice No. PUR.5.47.0087/0001 DTD 06.07.2015

We, a principal manufacturer of **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** of (place)... do hereby authorize M/s... (Name and address of Seller) to make an offer in response to this invitation to tender.

We, a principal manufacturer of **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** do hereby convey our consent to supply **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** to the tendered specification through M/s... (Name and address of Supplier) as per the terms and conditions of the tender.

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

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

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

Yours faithfully
(NAME)

for & on behalf of M/s...
(Signature and Name of VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF Manufacturer with seal)

Note: This letter of authority should be on the Letter-Head of the **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** Manufacturer and should be signed by a person competent and having the power of attorney to bind the **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** Manufacturer.

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

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

Article No. Particulars

1. Definitions
2. Parties to the Contract
3. Responsibility for execution the contract
4. Specification & Samples
5. Return of Specifications. Drawing, Certified samples etc.
6. Packing
7. Delivery and Risk Purchase
8. Inspection & Rejection
9. Recovery of Sums due
10. System of payment
11. Laws governing the contract
12. Indemnity
13. Bribes, commission, corruption, gift etc.
14. Insolvency and breach of contract
15. Force Majeure
- 16 Arbitration clause for contract where contract price is Rs.5 lakhs & above.
17. Arbitration clause for contracts where contract price less than Rs.5 lakhs.
18. Headings of articles
19. Non-Waiver of Defaults
20. General
21. Jurisdiction.
22. Liquidated Damages

Article-1: DEFINITIONS

The following terms or expressions as used in the General Conditions of Contract and in the appertaining Invitation to Tender and Tender specifications, shall have the meaning defined, hereunder:

- 1.1 Purchase shall mean the Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant incorporated under the companies Act 1956 having their registered office at Main Administrative Building, Visakhapatnam - 530031 and shall include their successors or assigns.
- 1.2 “The Contractor” 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 Contractor.
- 1.3 The “Contract” shall mean and include Invitation to Tender (In), Acceptance of Tender (A/T) and amendments to A/T thereof issued by the Purchaser in writing and General Conditions of Contract for supply.

- 1.4 “Stores” shall mean all or any part of materials and/or services as per the description of Stores in the Acceptance of Tender.
- 1.5 “Delivery” shall mean delivery of the stores acceptable to Purchaser as per the Acceptance of Tender and as per delivery schedule indicated in the Acceptance of Tender.
- 1.6 “The Inspector” shall mean any person or agency nominated by or on behalf of the Purchaser to inspect Stores under the Contract.
- 1.7 “Contract price” shall mean the sum accepted by Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as indicated in the acceptance of Tender.
- 1.8 “Test” shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector.

Article -2: PARTIES TO THE CONTRACT

- 2.1 The parties to the Contract are the Contractor and the Purchaser
- 2.2 Authority of person signing documents: A person signing the tender or any other documents forming part of the Contract on behalf of another shall be deemed to warrant that he has authority to bind such other.
- 2.3 Notices on behalf of the Purchaser: Notices on behalf of the Purchaser, in connection with the Contract, may be given by any authorised officer of the Purchaser dealing with the contract.

Article -3: RESPONSIBILITY FOR EXECUTING THE CONTRACT

- 3.1 General: The Contractor is to be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the Acceptance of Tender. Any approval which the Inspector may have given in respect of the Stores (whether with or without the Test carried out by the Contractor or the Inspector) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Inspector, it shall be lawful for the Purchaser to reject the Stores on arrival at the destination or when put to use if it is found that the Stores supplied by the Contractor are not in conformity with the terms and the conditions of the Contract.
- 3.2 Subletting of Contract: The Contractor shall not sublet, transfer or assign the contract or any part thereof to any one without the written permission of the Purchaser. In the event of Contractor contravening this condition, the Purchaser shall be entitled to cancel the Contract and to purchase the same or similar Stores elsewhere on the Contractor's account and at his risk and cost.
- 3.3 Acceptance of the higher tender: If a contract is placed on a higher tender as a result of this Invitation to Tender in preference to the lowest acceptable offer on consideration of offer of earlier delivery, the tenderer will be liable to pay to Visakhapatnam Steel Plant

the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract This is without prejudice to other rights under the terms of contract.

3.4 TAXES AND DUTIES:

3.4.1 EXCISE DUTY:

- i) The contract price is inclusive of excise duty prevailing as on the date of Acceptance of Tender.
- ii) During the original contractual delivery schedule, in case the rate of excise duty for relevant Tariff Item number varies on account of statutory amendments to the Act or Rules made after the date of Acceptance of Tender, the same is to the account of Purchaser.
- iii) After the expiry of original contractual delivery schedule, provided the Purchaser accepts the Stores, rate of excise duty as at the end of the original contractual delivery schedule or the rate on the date of delivery, whichever is lower, shall be the basis for the variation amount which shall be to the account of Purchaser.
- iv) The Contractor shall produce documentary evidence, namely excise duty gate pass, notification on statutory amendments and any other evidence to the satisfaction of the Purchaser for the purpose of 3.4.1(ii) and 3.4.1 (iii) above.
- v) The adjustment at 3.4.1 (ii) and 3.4.1 (iii) above shall be applicable only on the value indicated in the various documentary evidences as at 3.4.1 (iv) and in any case this shall be limited to a value equal to the contract price after deducting the excise duty, sales tax and freight (5%) already included in the contract price.
- vi) Any credit/relief/refund/concession allowed or allowable to the supplier under any Act/Rules etc, made after the date of Acceptance of Tender shall be passed onto the Purchaser.
- vii) The Contractor shall furnish certificate to the effect that no refund of excise duty paid has been obtained / claimed by him. In case any refund of excise duty paid is obtained in future by the Contractor, the same shall be passed on to the Purchaser. The Contractor shall take all steps to avail all statutory concessions under the relevant Acts and Rules framed there under and the Purchaser shall have the right to call for all necessary information/documents in this regard from the Contractor

3.4.2 SALES TAX:

- i) Any variations in the rate of CST/APGST as applicable on account of amendments made to the respective Acts made after the date of Acceptance of Tender but during the contractual delivery schedules shall be borne by the Purchaser.
- ii) In case of acceptance of stores beyond the original delivery schedules, the rate of APGST or CST on the last day of original delivery schedule or the actual rate of APGST or CST on the date of delivery whichever is lower, shall be to the account of Purchaser.
- iii) The Purchaser shall reimburse the variation above based on documentary evidence like relevant Gazette Notification or any other documents to the satisfaction of the Purchaser after considering any credit / relief /concession etc allowable or allowed to the Supplier under the respective Act or Rules made after the date of Acceptance of Tender.

3.4.3 GENERAL:

- i) Any new taxes and duties leviable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the contract to the satisfaction of Purchaser and production of documentary evidence after availing of statutory concessions, benefits etc.
- ii) The Contractor shall pay and bear all other liabilities, taxes and duties not specifically agreed to by the Purchaser in the contract.
- iii) Where the contract price is indicated in Indian Rupees, Foreign Exchange variations shall not be payable by Purchaser to the Contractor unless specifically provided in the Acceptance of Tender.

Article-4: SPECIFICATIONS AND SAMPLES

- 4.1 The Contractor shall supply the Stores in accordance with the specification / description of Stores given in the Acceptance of Tender
- 4.2 The Purchaser reserves the right to alter the description of Stores including Drawings given in the Acceptance of Tender. In the event any such alteration results in any implication to the delivery and price, such implications shall be mutually agreed between the Purchaser and the Contractor. 4.3 In case certified sample has been issued by the Purchaser and the specifications/drawings also exists in the Acceptance of Tender then the certified sample will govern the supply only to the extent of material (if material specifications are not stipulated in A/T), workmanship and finish. However, if neither a specification flora drawing has been mentioned in the Acceptance of Tender then certified sample issued by the Purchaser shall govern the supply of Stores in all respects.
- 4.4 Where neither specifications/drawings nor samples have been given by the Purchaser and a sample submitted by the Contractor has been approved, the Stores shall conform to the sample submitted by the Contractor and approved by the Purchaser.
- 4.5 If any discrepancies are noticed in the drawings, the Contractor shall bring such discrepancies to the notice of the Purchaser whose decision shall be final. If certified/approved sample differs with the specification/description of Stores given in the Acceptance of Tender, the Contractor shall bring the discrepancy to the notice of the Purchaser and obtain the decision of the Purchaser with regard to final specification/description of the Stores to be supplied.
- 4.6 Submission of samples: Submission of samples will be governed by the following:
 - 4.6.1 Marking: All samples submitted must be clearly labelled with the Contractors name and address and the Acceptance of Tender Number and date.
 - 4.6.2 Advance sample: Where an advance sample is required to be approved before effecting the bulk supplies, the Contractor shall submit the sample within the time specified in the Acceptance of Tender. If the Contractor is unable to do so, he must apply immediately to the office issuing the Acceptance of Tender for extension of time, stating the reasons or the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists such additional time may be allowed as considered to be justified (and the decision of the Purchaser shall be with or without alteration in the Delivery period stipulated in the Acceptance of Tender and on such conditions as deemed fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the Acceptance of Tender or any other date to which the time may be extended as aforesaid by the Purchaser or the rejection of the sample. The

Purchaser shall be entitled to cancel the Contract and, purchase the Stores at the risk and cost of the Contractor.

4.6.3 Free: All samples required for Test shall be supplied by the Contractor free of cost unless the Contract provides otherwise. Where the samples which is supplied free is rejected after examination and test, the same or whatever remains of the sample after examination and test will be returned to the Contractor at his cost on request made within one month of the date of rejection.

4.6.4 If the Contractor submit a sample with his tender the same shall not govern the standard of supply except when it has been specifically stated in the Acceptance of Tender.

Article - 5 : RETURN OF SPECIFICATIONS, DRAWINGS, CERTIFIED SAMPLES ETC

5.1 The Purchaser reserves the right to ask and receive in good condition from all the parties to whom ITT has been sent the specifications/drawings/ certified samples, if any, issued by the Purchaser.

5.2 The specifications, drawings and other technical details indicated in the ITT are exclusive property of RINL, VSP and the party to whom the ITT has been sent, has no right to use these documents for purposes other than for use by RINL, VSP,

Article - 6: PACKING

6.1 The Contractor shall be responsible for the Stores being properly packed for transport by Rail,

Road, Air and Sea (as the case may be) so as to ensure their being free from loss or damage on arrival at their destination. The Contractor should comply with the standard packing conditions prescribed by the Railway/Transport companies/Steamer/Air carries.

6.2 Marking of Packages

Each package shall be marked by and at the expense of the Contractor with indelible paint / metallic tags as follows:

i) A/T No. and Date.

ii) Description and quantity of Stores.

iii) Gross weight

iv) Net weight (if applicable).

v) Name of the Contractor/distinct mark for identification of the Contractor. vi)

Name of the Purchaser with full address.

6.3 All packing materials shall be the property of the Purchaser unless otherwise stated in the Acceptance of Tender.

6.4 Each package shall contain a packing note giving the details of each item of the Acceptance of

Tender, giving Sl. No. of A/T, Qty, Catalogue No. as applicable as marked on the package.

6.5 For wagon loads, necessary instructions provided in the Acceptance of Tender shall be followed. Further the Contractor shall ensure that the freight is charged on right weight and under

the correct classification through most economical route.

6.6 If the Stores are not packed and marked in accordance with the instructions, the consignments are liable to be rejected by Purchaser whose decision as to the sufficiency or otherwise of compliance with the instructions shall be final.

Article -7: DELIVERY AND RISK PURCHASE

7.1 The time for and the date of delivery of the Stores stipulated in the NT shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule specified in the A/T.

7.2 The Contractor shall deliver the Stores at the place specified as per the Acceptance of

Tender. No Stores shall be deliverable at the Purchaser's Consignee's premises on Sunday and

Public Holidays without written permission of the Purchaser.

7.3 As soon as it is apparent to the Contractor that the delivery dates as stipulated in the contract can not be met, he should apply for extension of the delivery dates to the Purchaser giving reasons for delay along with supporting documents, if any, and also the date up to which the extension of delivery period is required. The Purchaser will consider such request depending on the nature of the case and either agree for such extension suitably or reject the said request of the Contractor. In case of non supply during the stipulated delivery period, the Purchaser will be free to cancel the Contract or a portion thereof and also purchase stores at the risk and cost of the Contractor. In any case the Contractor shall have no claims whatsoever in respect of cancellation of the contract.

7.4 The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the stores at the risk and cost of Contractor after giving due notice to the Contractor even before completion of the contractual delivery schedule if it becomes apparent that Contractor will not be able to fulfill the contractual obligations.

7.5 In case the Contractor fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the stores or a portion thereof at the risk and cost of Contractor without serving any notice to the Contractor.

7.6 In the event of cancellation of the contract by Purchaser at the risk and cost of the Contractor, the Contractor shall be liable for any loss which the Purchaser may sustain on account of risk purchase. But the Contractor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

7.7 The Purchaser reserves the right to suspend the business with such Contractors who default in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the Contractor and considering his reply if any.

Article-8: INSPECTION AND REJECTION

8.1 At Supplier's premises.

8.1.1 Inspection Notice: Where inspection at Suppliers premises is stipulated in the A/T, adequate advance notice in writing shall be sent by the Contractor to the Inspection Authority mentioned in the A/T intimating that the Stores are ready for inspection with a copy to the officer issuing the A/T. On receipt of such notice the Purchaser shall depute the inspecting officer within a reasonable time. However, if the inspecting officer finds that the Stores are not ready for inspection at Suppliers premises as per the aforesaid advance notice, the Purchaser reserves the right to recover the expenses incurred in deputing the inspecting officer.

8.1.2 Facilities for Test and Examination.

8.1.2.1 The Contractor shall provide the Inspector at his own expense all reasonable space and facilities for satisfying himself that the Stores are being or have been manufactured in accordance

with the specification and for this purpose the Inspector shall have full and free access at any time during the Contract to the Contractor's work premises and may require the Contractor to make arrangements for anything to be inspected at his premises or at any other place and the Contractor shall reserve similar right as regards any sub-contract he may make.

8.1.2.2 The Contractor shall also provide and deliver, free of charges at such a place as the Inspector may direct such material as he may require for Tests by analysis (e.g. Chemical, Biological, Pharmacological and by other means of testing commonly in use according to the nature of Stores) or at a place where an independent testing machine is available.

8.1.2.3 In case of failure to provide these facilities (in regard to which the Inspector will be the

sole judge) at his own premises for making the Tests, the Contractor shall bear the cost of carrying out such Tests elsewhere.

8.1.3 The inspector shall have the right to conduct an necessary tests to ascertain whether the stores are in accordance with the specification provided in A/T. The Contractor shall bear all costs

towards testing of Stores unless specifically mentioned in the A/T.

8.1.4 The Inspecting Officer shall issue an Inspection Certificate indicating acceptance/rejection of the Stores, as the case may be.

8.1.5 Wherever inspection at Supplier's premises is stipulated in the A/T, Stores shall be delivered or dispatched as per terms of A/T only after the Stores have been inspected and Inspection Certificate has been issued by the inspector indicating acceptance.

8.2 At Purchaser's premises.

8.2.1 Where the A/T stipulates inspection at Purchaser's site, the Purchaser will arrange inspection of the Stores immediately after receipt at Purchaser's premises and a certificate of acceptance/rejection will be issued.

8.3 The Purchaser shall have the power to reject the Stores if it is found that the same have not been manufactured in accordance with the standard engineering practices for manufacture of such Stores.

8.4 The Inspector's decision as regards rejection of the Stores shall be final and binding on the Contractor.

8.5 Removal of Rejections: Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor within thirty days from the date of the receipt of the intimation

of rejection, provided that in case of dangerous, infectious or perishable Stores the Inspector (whose decisions shall be final) shall inform the Contractor to remove such Stores within 48 hours

of the intimation of the rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected Stores shall lie at the Contractor's risk and cost after the expiry of aforementioned period and if not removed within this period the Purchaser shall have the right either to return the rejected Stores to the Contractor at his risk and cost by such modes of transport as the Purchaser may select or to dispose off or segregate such Stores as they may think fit at the Contractor's risk and cost and on his account or to retain such portion of the proceeds as may be necessary to recover any loss or expenses incurred by Purchaser in connection with the said sale. Freight to Contractors destination on Stores rejected after examination at destination shall be recoverable from the Contractor at the Public Tariff Rate.

8.6 If Stores are rejected after inspection at Purchaser's premises and the nature of the stores segregation of rejected stores with that of earlier accepted Stores is not possible, the Purchaser shall not be under obligation to return such rejected Stores to the Contractor as per the Article 8.5 above. Such rejected stores shall be paid by the Purchaser as considered reasonable and the Purchasers decision shall be final in this regard.

Article -9: RECOVERY OF SUMS DUE

9.1 Whenever under this Contract any sum of money is recoverable from and payable by the Contractor, the Purchaser shall be entitled to deduct such sum from any amount then found payable to the Contractor by the Purchaser or which at any time thereafter may be found to be payable to the Contractor by the Purchaser under this or any other contract with the Purchaser or any other unit of RashtriyaIspat Nigam Ltd. Should this sum be not sufficient to cover the full amount recoverable, the Contractor 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 Contractor for the breach of the contract.

Article -10: SYSTEM OF PAYMENT

10 Unless otherwise agreed to between the parties, the payment for the delivery of the Stores will be made on submission of bills in the prescribed form in accordance with instruction given in the Acceptance of Tender by a crossed Cheque payable at Visakhapatnam.

Article-11 : LAWS GOVERNING THE CONTRACT

11.1 The Contract shall be governed by the Laws of India for the time being in force.

11.2 The marking of all stores supplied must comply with the requirement of the Indian Acts relating to the merchandise marks and the rules made under such Acts.

Article -12: INDEMNITY

12.1 The Contractor shall at all times indemnify the Purchaser against all claims which maybe made in respect of the Stores for infringement of any right protected by patent Registration of Design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all means used by him or the fulfillment of the Contract, provided, always that in the event of any claim in respect of alleged breach of patent Registered Design or Trade Mark being made against the Purchaser, the Purchaser shall notify the Contractor of same, and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

Article -13: BRIBES, COMMISSION, CORRUPTION, GIFT ETC.

13.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one of his on their behalf to any officer, servant, representative or agent of the Purchaser or any person on his or on their behalf in relation to the obtaining or to the execution of this or any other contract with the Purchaser or dis favour to any person in relation to this or any other contract as aforesaid shall result in cancellation of this and all or any other contract as aforesaid and the Contractor shall also be liable for payment of any loss or damage resulting from such cancellation to the extent as is provided under Article 7 hereof

Article -14: INSOLVENCY AND BREACH OF CONTRACT

14.1 The Purchaser may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events that is to say:

14.1.1 The Contractor, he being an individual, or if a firm, any partner in the Contractors firm shall

at any time be adjudged insolvent or shall have a Receiver appointed or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act,

Or

14.1.2 If the Contractor being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or Receiver or Manager, on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court on behalf of the debenture holders to appoint a Receiver or Manager

Or

14.1.3 If the Contractor commits any breach of this contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay the Purchaser of any extra expenditure he is hereby put to but shall not be entitled to any gain on re-purchase.

Article -15 : FORCE MAJEURE

15.1 If at any time during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics,

quarantine restriction, or acts of God (herein after referred to as eventualities”) and provided notice of the happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date

of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought Out components and stores as the Contractor may, with the concurrence of the Purchaser, elect to retain.

Article -16: ARBITRATION CLAUSE FOR CONTRACTS WHERE CONTRACT PRICE IS RS.5.00 LAKHS AND ABOVE

16.1. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

16.2. The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

16.3. Work under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

16.4. The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

16.5 : In the event of a dispute between PSE and Govt. Department / Ministry, the following be noted and acted upon to resolve the dispute :

(i) Public Sector Enterprises means a Govt. Company as defined under Section 617 of Companies Act, 1956.

(ii) If at any anytime, any question, dispute or difference whatsoever shall arise between the Purchaser and the Contractor / Supplier upon, or in relation to or in connection with the Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the difference shall be referred

to the adjudication of the arbitrator in the Permanent Machinery of Arbitration in the Department of Public Enterprises of Govt. of India.

(iii) However, if the dispute / difference relates to an amount of the value of less than Rs.2,00,000/-, the same shall be settled by the Purchaser and the Contractor / Supplier by mutual consultation.

(iv) The Purchaser and the Contractor / Supplier agree to the inclusion of the following Arbitration clause in the Contract :

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Deptt., of Public enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved

by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt., of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference,

the dispute shall be decided by the Law Secretary or the Special Secretary / Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

Article -17: ARBITRATION CLAUSE FOR CONTRACTS WHERE CONTRACT PRICE IS LESS THAN RS. 5.00 LAKHS

17.1 If at anytime, any question, dispute or difference whatsoever shall arise between the Purchaser and the Contractor upon, or in relation to or in connection with the Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or

difference and the same shall be referred to the adjudication of an Arbitrator to be nominated by the Purchaser. The award of the arbitrator shall be final and binding on both the parties and the provisions of the Indian Arbitration Act, 1940 and the rules there under and any statutory modification thereof shall be deemed to apply to and be incorporated in this Contract.

17.2 The arbitrator shall make a reasoned Award. The venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

17.3 Work under the contract shall be continued by the Contractor during the arbitration proceedings. unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matter thereof.

17.4 The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

Article -18: HEADINGS OF ARTICLES

18.1 The marginal headings of Articles hereto shall not affect the construction thereof.

Article -19: NON-WAIVER OF DEFAULTS

19. 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 dispatch or delivery by the Contractor or receiving of or payment by the Purchaser for the stores under this contract, will not be deemed a waiver of any rights for any prior failure by the Contractor to comply with any of the provisions of the contract.

Article -20 : GENERAL

20.1 In case of any conflict between the provision of General Conditions of Contract and Acceptance of Tender, the provision of Acceptance of Tender shall prevail.

Article-21 : JURISDICTION

21.1 That in case any legal proceedings are instituted against RashtriyaIspat Nigam Ltd, Visakhapatnam Steel Plant they shall be instituted in the appropriate Civil Courts of Visakhapatnam and the Courts at Visakhapatnam only shall have jurisdiction.

Article-22 : LIQUIDATED DAMAGES :

22.1 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 value of such stores/item(s).

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 issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
RashtriyaIspat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam-530031

Bank Guarantee No _____ Dt _____
LETTER OF GUARANTEE

WHEREAS M/s _____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. _____ Dated _____ (hereinafter called the said A/T) for the supply of _____ (_____) **VIBRATORY CUP MILL AND BRIQUETTE PRESS FOR XRF** (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of Bill of Lading of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (name of bank & branch), 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).

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

FOR AND ON BEHALF OF

(name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY &
AUTHORISED SIGNATORY

Designation

(name of bank & branch)

GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

1.0 MARINE INSURANCE (IN CASE OF IMPORT OFFER):

2.0 The insurance is to be arranged by the Purchaser. Within 5 working days of shipment, the supplier shall furnish by cable/telex/fax the following particulars of the shipment to the Underwriters of the Purchaser:

(a) Purchaser Order Number, (b) Purchaser's Marine insurance open cover number, (c) Name of the vessel, (d) Port of shipment, (e) Date of sailing of the vessel from port of shipment, (f) Bill of Lading number and date with description of the materials, (g) number of packages/ bundles/ containers, (h) quantity shipped including gross and net weight, (i) invoiced value of the materials shipped, (j) port of discharge.

Further, the above cable/telex/fax intimation must invariably be repeated to the main office of the Purchaser. The address and other details of the Underwriters and the Purchaser shall be informed at the time of placement of order.

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

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

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

6.0 SHIPPING PROCEDURE (IN CASE OF IMPORT OFFER):

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

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

Shippers	: (Name of the supplier)
Port Consignee	: Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant- Port Operation Office Dr. Ambedkar Bhavan, Room No.422, Port Area, Visakhapatnam- 530035 (Ph:0891-2566907).
Ultimate Consignee	: EXECUTIVE DIRECTOR(MM) Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam 530 031

- 6.3 In case the order is finalised on FOB terms the two non-negotiable copies of the Bills of Lading indicating the gross freight amount and rebate allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi after the shipment of each consignment is effected.
- 7.0 **CONDITIONS FOR SHIPMENT (IN CASE OF IMPORT OFFER):**
- 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 the order is finalised on FOB terms every shipment against this Purchase order must be made under Bill (s) of Lading marked "Freight to Pay" providing for discharge on Liner terms on Quay/Wharf/Berth at the port of discharge, free of risk and expense to the Purchaser. The date of the Bill of Lading shall be treated as the date of Shipment. In case of CFR shipment, the Bill (s) of lading should be marked "Freight Paid".

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

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

Advance set of documents to be airmailed by the Seller to the Purchaser's Transport and Shipping Department within 7 working days from the date of shipment				Original set of documents to be presented by the Seller to the negotiating bank for drawl of payment / negotiation against Purchaser's Letter of Credit			
Sl. No.	Description of the document	No. of copies to be sent		Sl. No.	Description of the document	No. of copies to be sent	
1	First Original (1/3) negotiable clean on board ocean Bill of Lading stamped, signed, marked "Freight To Pay / Pre-paid" made out to the order of RashtriyaIspat Nigam Ltd., & Notify: RashtriyaIspat Nigam Ltd. (Office at the Port of discharge)	One Original		1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board Ocean Bill of Lading stamped, signed, marked "Freight To Pay / Pre-paid" made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: RashtriyaIspat Nigam Ltd. (Office at the Port of discharge)	Two Originals	
2.	Non-negotiable Bill of Lading	5 copies		2.	Non-negotiable Bill of Lading	5 copies	
3.	Seller's commercial Invoice	5 signed copies		3.	Seller's commercial Invoice	5 signed copies	
4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies		4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies	
5.	Packing list	5 signed copies		5.	Packing list	5 signed copies	
6.	Certificate of Origin from Chambers of Commerce	5 signed Copies		6.	Certificate of Origin from Chambers of Commerce	5 signed copies	

7. Seller's fax intimation of 3 signed shipment to the main copies office of the Purchaser and underwriters
8. Seller's certificate 3 signed confirming despatch of copies advance set of documents which also includes (1/3) original B/L within 7 working days from the B/L date

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

9.0 TEST CUM GUARANTEE CERTIFICATE:

- 9.1 The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.
- 9.2 Replacement of defective materials shall be made free of cost (including duties in India to Seller'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.

10.0 LIQUIDATED DAMAGES:

- 10.1 Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of the total order value.

11.0 DEFAULT:

- 11.1 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 17.0 herein below.

12.0 RESPONSIBILITY:

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

13.0 TRANSFER AND SUB-LETTING:

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

14.0 EXPORT LICENCE:

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

15.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

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

16.0 LEGAL INTERPRETATIONS:

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

17.0 LIABILITY OF GOVT. OF INDIA:

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

18.0 Inspection shall be at VSP stores in case of foreign supplies . In case of indigenous supplies , inspection shall be at VSP Stores or at supplier's premises .

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

ANNEXURE-X OF TENDER DOCUMENTS

GLOBAL TENDER NO.PUR.5.47.0001/0087 DTD 06.07.2015

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

Dear Sir,

Sub: Your Tender Notice No. Pur.5.47.0001/0087 DTD 06.07.2015

With reference to your Tender Notice No. Pur.5.47.0001/0087 DTD 06.07.2015 for supply of VIBRATORY CUP MILL AND BRIQUETEE PRESS FOR XRF, we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN “SUPPLIERS/CONTRACT AGENCIES”

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their 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.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
- 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
 - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
 - 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.

- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

**(ANNEXURE- XII TO TENDER NO. PUR.5.47.0001/0087 Dated
06.07.2015)**

(Refer Para 2.5 of Annexure-II instruction to tenderers)

INTEGRITY PACT

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for

(nature of contract, in brief). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and offairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

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

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution (in case of Bidder to whom the contract has been awarded).
- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
 - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
 - c. The Bidder/Contractor will not commit any offence under the PC Act/Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the

Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

- e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder /Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 - Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

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

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turn out to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as she/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

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

Witness 2:
(Name & Address)

ANNEXURE-XIII

Guide lines to be followed by foreign supplier in case of authorizing Indian Agent/Subsidiary to quote/negotiate etc., and where commissioning to be done by the Indian Agent.

- a) The contract for supply of materials/equipment shall be entered directly with the foreign suppliers on principal to principal basis without involving the services of any person in India.
- b) The price quoted by the suppliers shall not include any element of technical services or other services.
- c) The suppliers shall not give any authority to any person in India including subsidiary company to bid, negotiate and finalise/conclude the contract.
- d) The payments for supply of materials/equipment shall be made directly to the suppliers outside India and no payments shall be made in India either to the suppliers or any other persons acting on behalf of him.
- e) The suppliers shall make supply directly to RINL and the title of ownership shall be transferred outside India as per INCO Terms.
- f) With regard to other services incidental to supply of materials/equipment the following information/documents need to be furnished in the Techno Commercial Bid:
 - 1) Whether the foreign party has fixed place/ Permanent Establishment/Dependent Agency PE in terms of DTAA through which it carries on business in India in connection with the contract entered into?
 - 2) Whether by carrying on activity as per the contract, the foreign party constitutes a construction PE/Service PE/Installation PE?
 - 3) If the foreign party has PE in India, whether remittances made by the payer are attributable to the said PE?
 - 4) If so, a certificate under section 197 of Indian Income Tax Act needs to be submitted.
 - 5) If no PE exists, reasons there for and in such cases Form-10F and Tax Residency Certificate need to be submitted.
 - 6) Contact Address of the foreign party with PAN if any may be obtained.