

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

TELEPHONE No. +91 891 2518325

FAX No. +91 891 2518753 /

e-mail: : [kbalaji@vizagsteel.com](mailto:kbalaji@vizagsteel.com)

[vvsomaraju@vizagsteel.com](mailto:vvsomaraju@vizagsteel.com)

**CORRIGENDUM No. 4 to GLOBAL TENDER NOTIFICATION**

**Invitation to Tender (ITT) No. Pur. 6.66.SiMn/0488 dated 16.04.2016**

Sealed tenders are invited for supply of 6000MT of Silico Manganese (40-100mm)  
Grade: Si19 Mn63 as per IS 1470 -1990

**Last date & time for receipt of Sealed Tenders is hereby extended further till:**

**27.07.2016 by 10:30 AM (IST)**

Tenderers who are interested in participating in this tender can download the tender document from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent free of cost by post/ email on written request from the tenderer.

**The tenderers should visit our website regularly for Corrigendum to this Global Tender issued, if any, by RINL-VSP.**

**- EXECUTIVE DIRECTOR (MM)**

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**CORRIGENDUM No. 3 to GLOBAL TENDER NOTIFICATION**

**Invitation to Tender (ITT) No. Pur. 6.66.SiMn/0488 dated 16.04.2016**

Sealed tenders are invited for supply of 6000MT of Silico Manganese (40-100mm)  
Grade: Si19 Mn63 as per IS 1470 -1990

Last date & time for receipt of Sealed Tenders is hereby extended further till:

**24.06.2016 by 10:30 AM (IST)**

Tenderers who are interested in participating in this tender can download the tender document from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent free of cost by post/ email on written request from the tenderer.

**The tenderers should visit our website regularly for Corrigendum to this Global Tender issued, if any, by RINL-VSP.**

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**CORRIGENDUM No. 2 to GLOBAL TENDER NOTIFICATION**

**Invitation to Tender (ITT) No. Pur. 6.66.SiMn/0488 dated 16.04.2016**

Sealed tenders are invited for supply of 6000MT of Silico Manganese (40-100mm)  
Grade: Si19 Mn63 as per IS 1470 -1990

**Last date & time for receipt of Sealed Tenders is hereby extended further till:  
10.06.2016 by 10:30 AM (IST)**

Tenderers who are interested in participating in this tender can download the tender document from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent free of cost by post/ email on written request from the tenderer.

**The tenderers should visit our website regularly for Corrigendum to this Global Tender issued, if any, by RINL-VSP.**

**- EXECUTIVE DIRECTOR (MM)**

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**CORRIGENDUM No. 1 to GLOBAL TENDER NOTIFICATION**

**Invitation to Tender (ITT) No. Pur. 6.66.SiMn/0488 dated 16.04.2016**

Sealed tenders are invited for supply of 6000MT of Silico Manganese (40-100mm)

Grade: Si19 Mn63 as per IS 1470 -1990

**Last date & time for receipt of Sealed Tenders is hereby extended till: 27.05.2016 by 10:30 AM (IST)**

Tenderers who are interested in participating in this tender can download the tender document from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent free of cost by post/ email on written request from the tenderer.

**The tenderers should visit our website regularly for Corrigendum to this Global Tender issued, if any, by RINL-VSP.**

**- EXECUTIVE DIRECTOR (MM)**

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### GLOBAL TENDER NOTIFICATION

**Invitation to Tender (ITT) No. Pur. 6.66.SiMn/0488 dated 16.04.2016**

Sealed tenders are invited for supply of 6000MT of Silico Manganese (40-100mm)  
Grade: Si19 Mn63 as per IS 1470 -1990

Last date & time for receipt of Sealed Tenders: **13.05.2016 by 10:30 AM (IST)**

Tenderers who are interested in participating in this tender can download the tender document from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM - 'MM Tenders') and submit their Offer before **10:30 AM (IST) of last date** as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent free of cost by post/ email on written request from the tenderer.

**The tenderers should visit our website regularly for Corrigendum to this Global Tender issued, if any, by RINL-VSP.**

**- EXECUTIVE DIRECTOR (MM)**

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

**INDEX**

Invitation To Tender (ITT) No. Pur. **6.66.SiMn/0488** dated **16.04.2016** for supply of Silico Manganese (40-100mm), Grade Si19 Mn63 as per IS 1470 - 1990.

Part No.	Description	No. of pages	Page Nos
	Notice of Invitation to Tender	3	7 - 9
Annexure - I	Technical Specification of Silico Manganese	2	10 - 11
Annexure - II	Instructions to Tenderers	13	12 - 25
Annexure - III	Proforma of Price Bid	2	26 - 27
Annexure - IV	Check List for Commercial terms	1	28
Annexure - V	Proforma of Bank Guarantee for Bid Bond	2	29 – 30
Annexure - VA	Check-List for Bank Guarantees	1	31
Annexure - VI	Letter of Authority from established Manufacturer	1	32
Annexure - VII	General Conditions of Acceptance to Tender	7	33 - 40
Annexure - VIII	Proforma of Bank Guarantee for Performance Guarantee Bond	2	41 – 42
Annexure - IX	Proforma of Integrity pact	8	43 - 50
			(Total : 50 pages)

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INDIA**

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**GLOBAL TENDER NOTICE INVITING SEALED TENDERS FOR SUPPLY OF  
SILICO MANGANESE (40-100mm)**

INVITATION TO TENDER (ITT) No. PUR. **6.66.SiMn/0488** dated **16.04.2016**

- 1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites sealed tenders for supply of Silico Manganese, conforming to Technical specifications at **Annexure -I** of tender document.
- 1.2 **QUANTITY:** The PURCHASER intends to purchase **6000MT (Six Thousand Metric Tons)** of Silico Manganese (40-100mm), Grade Si19 Mn63 as per IS 1470-1990, conforming to Technical specifications at **Annexure-I** of tender document **at monthly rate of 2000MT/month.**
  - 1.2.1 Techno Commercial Offer is to be submitted for supply of total 6000MT in three months @ 2000 MT/Month.
- 1.3 **DELIVERY:** **The tentative schedule at which the supplier should effect delivery is @ 2000MT (Two Thousand Metric Tons) per month from June/July'2016 onwards till completion** of supplies or as indicated by RINL-VSP in Purchase Order (PO)/ LOA. However, RINL-VSP reserves the right to revise the delivery schedule depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.
  - 1.3.1 The successful tenderers should commence delivery of material **within 30 days** from the date of Purchase Order / LOI and complete delivery of the offered monthly quantity as per schedule. In case of indigenous supplies, material must be delivered in an evenly spread manner through-out the month. In case of imports, material may be delivered in a single lot of 2000 MT per month.
  - 1.3.2 In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.
  - 1.3.3 VSP Reserves the right to reject Offers not meeting VSP's Schedule or to consider Offer with best delivery schedule(s).
  - 1.3.4 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.
- 1.4.0 Tenderers should submit their sealed tenders in two parts:
  - Part-A: Techno-Commercial Bid**
  - and**
  - Part-B: Price Bid**

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

- 1.4.1 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 Price Bids only in the prescribed proforma. Price bid should not contain any **caveat** conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
- 1.4.2 RINL shall have the option of conducting Reverse e-auction All technically and commercially acceptable bidders would be required to participate in the reverse e-auction through VSP's website: [www.vizagsteel.com](http://www.vizagsteel.com). User manual for participation in e-auction is available in VSP's website. New users/ tenderers are requested to register and generate their User ID and password for participation. In the Reverse e-auction the bidders would be required to quote prices only on LNCP basis (Landed Net of Cenvat Price) basis.
- 1.4.3 **EVALUATION:** After the Reverse e-auction is conducted, the sealed Price Bids of all the TA & CA tenderers, irrespective of whether they have participated in the Reverse e-auction or not, shall be considered for evaluation. Based on the prices so received through Reverse e-auction and the Sealed Price Bids, a Composite Comparative Statement shall be made considering the lower of the prices (i.e. Sealed Price bid prices and Reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNCP) so arrived.

**1.5.0 BID BOND / EARNEST MONEY DEPOSIT (EMD) - VITAL:**

- 1.5.1 Each tender shall be considered only if EMD/Bid money in Indian Rupees or US Dollar by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 37,50,000 /- ( Indian Rupees Thirty Seven Lakhs and Fifty Thousands only )** or **USD 56,000/-** (US Dollars Fifty Six Thousands only) is submitted along with or prior to opening of Techno-commercial Bid.
- 1.5.2 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) **with a clause that BG is enforceable at their local branch in Visakhapatnam. Proforma of EMD BG is enclosed at Annexure-V.** The Bank Guarantees from other Scheduled Banks (other than Nationalized Banks) should however be from the branch located in Visakhapatnam. The bonds established through Co-operative Banks are not acceptable. **The Bid Bond should be valid for 180 (One hundred and Eighty) days from the date of tender opening. Tenders received without EMD/ Bid bond of requisite value will be summarily rejected.** Bid money, if paid in cash, shall not accrue interest. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **Annexure-VA.**

- 1.6.1 Tenders will be accepted up to **10:30 AM (IST) on 13.05.2016**. Techno-Commercial bid will be opened immediately thereafter in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present.
- 1.6.3 Tenders received against this NIT / ITT shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their Offer /terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. The PURCHASER reserves the right to open the original offer along with revised Offer(s).
- 1.7 All the tenders shall be evaluated on LNCP (Landed Net of CENVAT / VAT Credit) basis.
- 1.8 Number of Sources: The bidders may please note that the number of sources will be limited to maximum of 50% of the bidders (whose prices are considered by RINL for the evaluation purpose) irrespective of the fact whether the required quantity is covered or not; provided all these bidders agree to match the lowest price received in the reverse e-auction and/or sealed price bid.**
- 1.8.1 In case of bidders say 'n' is a even number, the number of sources shall be maximum  $n/2$  and in case 'n' is odd number, the maximum number of sources shall be  $(n-1)/2$ .**
- 1.9 Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the rights:**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
  - b) To accept any tender in full or in part;
  - c) To reject the offers not conforming to the tender terms and
  - d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
  - e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) subject to submission of documents as stipulated at **8.5** of Annx-II, as given below. In case Local MSE becomes TAL1 tenderer purchase preference will not be extended to another Local MSE in that tender.

“RINL reserves the right to extend the Purchase Preference to local SSIs (MSEs), if local SSI prices are within 5% range of the lowest price obtained in the reverse e-auction and/or sealed price bid, local SSIs shall be considered for placement of order subject to matching TAL1 price for an additional quantity up to 50% of the tender quantity (which is over and above the tender quantity), split equally if more than one SSI unit comes within that range”.

**EXECUTIVE DIRECTOR (MM)**

**ANNEXURE -I to Global Tender ITT no. Pur. 6.66.SiMn/0488 dtd. 16.04.2016  
SPECIFICATION OF SILICO MANGANESE (40-100mm)**

MATERIAL : SILICO MANGANESE  
 SIZE : 40 - 100 mm  
 GRADE : SI 19 MN 63 AS PER IS 1470-1990

I) Technical Specification of Silico Manganese:

a) Chemical Specification

Manganese : 60.0 percent Min  
 Silicon : 15.0 percent Min  
 Carbon : 2.0 percent Max  
 Phosphorus : 0.35 percent Max  
 Sulphur : 0.03 percent Max

Rounding off shall be done as per IS-2 except for sulphur content

b) Physical

Size : 40 mm to 100 mm

SIZE TOLERANCE

+ 125MM : NIL

+ 100MM : ALLOWED 3 percent OF THE LOT SIZE

- 40MM : ALLOWED 5 percent OF THE LOT SIZE(INCLUDING 1 percent OF -10MM)

- 10MM : SHALL NOT EXCEED 1 percent OUT OF 5 percent OF THE LOT SIZE

II) **PENALTY:**

a) For material deviating in size up to 3% of the lot size on (+) 100 mm size and up to 5% of the lot size in the (-) 40 mm size subject to (+) 125 mm is nil and (-) 10mm does not exceed 1% out of 5% of the lot size in the undersize shall be accepted without any penalty.

b) If the material is deviating in size beyond the allowable limits given above, upto another 3% on (+)100 mm size **or** additional 5% on (-) 40 mm size subject to the condition that (+)125 mm is nil and (-) 10 mm does not exceed 1% out of 10% of lot size shall be acceptable with a penalty of 3% on the total lot value of the inspected quantity.

c) If the material is deviating in size beyond the allowable limits given above, upto another 3% on (+) 100 mm size **and also** additional 5% on (-) 40 mm size subject to the condition that (+)125 mm is nil and (-) 10 mm does not exceed 1% out of 10% of lot size shall be acceptable with a penalty of 6% on the total lot value of the inspected quantity.

WITHOUT PENALTY		WITH PENALTY	
Size	Tolerance	Size	Tolerance
+125 mm	Nil	+125 mm	Nil
+100 mm	3% of lot size	+100 mm	>3% ≤ 6% of the lot
-40 mm	5% of lot size (including 1% of -10 mm)	-40 mm	>5% ≤ 10% of the lot (including 1% of - 10 mm)
-10 mm	1% out of 5% of lot size	-10 mm	1% out of 10% of lot size
No penalty		As indicated at (b) and (c) above.	

Apart from what is indicated above, the material will be accepted if (-) 10 mm is beyond 1% and upto 2% of the lot. However, payment will not be made for 1.5 times the quantity in the range beyond 1% and upto 2%. The total lot of material will be rejected if (-) 10 mm exceeds 2% of the lot.

Penalty shall be imposed for variation in Chemical Composition as follows:

1) For Mn

Below 60.0 percent to 59.0 percent: Penalty of 0.3 percent of the basic price per ton for every 0.1 percent decrease or part thereof.

Below 59.0 percent : Total rejection

2) For Si

Below 15.0 percent to 14.75 percent: Penalty of 0.4 percent of the basic price per ton for every 0.1 percent decrease or part thereof.

Below 14.75 percent : Total rejection

3) For C

Above 2.0 percent to 2.1 percent: Penalty of 1 percent of the basic price per ton for every 0.1 percent increase or part thereof.

Above 2.1 percent : Total rejection

4) For P

Above 0.35 percent to 0.36 percent: Penalty of 0.5 percent of the basic price per ton for every 0.01 percent increase.

Above 0.36 percent : Total rejection

III) PACKING: The material should be securely packed in New non-returnable One Metric Ton HDPE bags or New non-returnable 50 Kg double Gunny / HDPE bags. The bag should be properly stitched and sealed. The bags should also be stenciled in ink the ITEM NAME AND THE SUPPLIERS NAME. The packing should avoid fines generation and contamination from foreign particles/moisture.

IV) Test certificate shall be submitted from Government / "Government Approved" laboratories or own lab in case of ISO certified manufacturer.

**Note:** The material delivered should be moisture free and dry.

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**INSTRUCTIONS TO TENDERERS**

1.0 **ESTABLISHMENT OF CREDIBILITY OF UN-ENLISTED VENDORS:** If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing “**CREDENTIALS**” and VSP’s ITT no. & date along with the Techno-Commercial Bid of sealed tender:

A) **INDIGENOUS:**

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

(or)

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

(or)

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

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

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

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

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

vi) Self-certified ISO certificate, if any.

B) **IMPORT:**

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

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

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

iv) Self-certified ISO certificate, if any.

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

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

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

2.1.1 Tenderers who are manufactures of Silico-Manganese shall furnish the following:

- a) Detailed information of the Manufacturer along with the latest copies of the executed / ongoing orders (during the last 1 year) of Ferro alloys with different clients.
- b) Documents showing the exact nature of ownership.
- c) Production capacity of Silico Manganese and annual production during the last three years.
- d) A recent Test and Inspection Certificate (dated not earlier 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.

2.1.2 Tenderers who are suppliers of Silico Manganese offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - VI** of the Tender document, specifically authorizing the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Techno-commercial bid.

2.2 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. 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 Techno-Commercial bid. They should also give clear price breakup and quantities (**Price bid**) for supplying the material from different Works.

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

RINL-VSP shall deal directly with all Foreign Suppliers / Tenderers and would not prefer any agent/intermediary to be appointed by the Foreign Suppliers / Tenderers. However, in case the Foreign Supplier/Tenderer desires to avail the services of an agent/agency related to their tenders (or) orders, the following must be complied with:

- i. Appointment of such Indian agent/agency shall be revealed at the tendering stage itself by the tenderer. i.e. Name and address of the Agent, service rendered by the Agent are to be mentioned by the tenderer in the Techno-Commercial Offer.

- ii. In the event of such supplier/tenderer becoming successful and their Indian agent/agency's commission as part of the accepted price is desired to be paid separately, such Indian agent/agency's commission must be included in the quoted price and also to be shown separately, which shall be paid only in Indian Rupees. The payment shall be made taking into account the TT buying rate of SBI, as on date of Bill of Lading and shall not be subject to any further exchange variation whatsoever.
  - iii. In the event of an Agreement materializing and the terms of payment provide for payment of the net value of the material delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent which will, under normal circumstances, be released to the concerned Indian agent only in equivalent Indian rupees on the basis of the net invoice weight, 90 (ninety) days after the discharge of the cargo in India.
  - iv. The Indian agent/agency shall seek registration shall seek registration with VDC (Vendor Development Cell) of RINL-VSP, by submitting requisite details/documents as asked for. The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.
  - v. No Indian agent shall be allowed to represent more than one foreign supplier in a particular tender.
  - vi. Failure to adhere to the above or failure to furnish correct details as called for, will render the principal tenderer's bid liable for rejection and in the event of an agreement materializing, the same shall be liable for termination by RINL-VSP. Besides this, there would be a penalty of banning business dealings with RINL/VSP or damage or payment of a named sum.
- 2.3 The Tenderers should submit **Quality Assurance Plan** along with the Techno-commercial Bid.
- 2.4 Tenderers are requested to fill up and submit the signed Check List for commercial T&C as at **Annex - IV** of ITT, along with Techno-Commercial bid.
- 2.5 **INTEGRITY PACT - VITAL**: The Tenderer is required to unconditionally accept the "Integrity Pact" enclosed at **Annexure – IX** to the tender document and shall submit the same duly signed along with his offer. Submission of signed Integrity Pact by tenderer is a **VITAL** condition. The details of our Nodal officer and Independent External Monitor (IEMs) are as are given hereunder:

<u>Nodal officer :</u>	<u>IEM</u>
Shri PK Mishra GM (MM-Purchase) Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Administration Building – 3 <sup>rd</sup> Floor Visakhapatnam – 530031 Phone No : 0891-2518534	<b>Shri Venugopal K Nair, IPS (Retd.)</b> Address: P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. <b>Contact numbers : +91-484-2664223</b>

Fax No : 0891-2518753 E-mail: <a href="mailto:prasannamishra@vizagsteel.com">prasannamishra@vizagsteel.com</a>	09447500010 (Mobile) <b>E-mail : <a href="mailto:vgknair@gmail.com">vgknair@gmail.com</a></b>
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### 3.0 **SUBMISSION OF OFFERS:**

3.1 **IN CASE OF INDIGENOUS OFFER:** The price quoted should be for delivery on ‘**FOR VSP Stores**’ basis inclusive of Freight & **Transit Insurance**. However, the rate of taxes, duties, levies and freight considered are to be indicated in the Techno-Commercial Offer also. 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 **VALUE ADDED TAX (VAT):** Tenderers from the State of Andhra Pradesh should be registered under APVAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the Input Tax Credit on VAT. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers will be done considering this VAT credit that would be available to RINL/VSP.

3.1.2 **IN CASE OF OFFERs for IMPORTED supplies:** The tenderer should quote prices on following price basis, **as per Incoterms 2010:**

- a) FOB- Load port/ Seaport of dispatch
- b) CFR-Visakhapatnam Seaport, India

However, RINL at its option reserves the right to place order on either FOB or CFR basis.

The tenderer shall indicate the mode of shipment i.e., **Break-bulk or in Container(s)** in Techno-Commercial Offer. 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 Offers for Imported supplies should necessarily indicate the freight rate applicable per MT for shipping the material in lots till completion of delivery and no change in freight quoted shall be allowed. RINL/VSP reserves the right to exercise the option of FOB/CFR delivery while giving clearance for each lot of shipment.**

- 3.2 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.
- 3.3 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.
- 3.4 Tenderers Central & State sales Tax, VAT Reg no etc are to be necessarily indicated in the offer.
- 3.5 Wherever the tenderers quote Excise Duty and Sales Tax as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch suitable loading would be done with maximum ED& ST Rates as applicable

4.0 **TERMS OF PAYMENT:**

- 4.1 **For both Indigenous and imported supplies:** 100% value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 60<sup>th</sup> day (21<sup>st</sup> day for Local Micro and Small Enterprises subject to submission of documents as stipulated vide **clause No. 8.5** below) from the **date of receipt of material at VSP Stores.**
- 4.2 In case of Indigenous supplies, Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.
- 4.3 **In case of Imports:** 100% payment through irrevocable Letter of Credit (L/C) / Cash Against Documents (CAD) is also allowed upon presentation of documents specified at **Para 6.5 of Annexure – VII** of tender document. All Bank charges **within India to VSP's account** and outside India are to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.
- 4.4 The price bid should contain only the prices in the prescribed format and other commercial terms should be mentioned in the techno-commercial bid. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.
- 4.5 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this

regard shall be final. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustration given below are not exhaustive. RINL / VSP reserves the right to load the offers at its 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 VSP's tender terms	Deviation & corresponding Loading
Payment terms	100% against accepted GARN on 60 <sup>th</sup> day from acceptance of material at VSP.	<b>100% against L/C with 60 days interest free credit period from the date of receipt and acceptance of material at VSP (All Bank charges outside India to Seller's account)</b>
Landed Cost per Ton on FOR VSP Stores basis / CFR basis	<b>Landed Cost (say for example): Rs. 10,000/-</b>	
Loading on account of deviation in Payment terms		<b>L/C bank charges upto INR one Crore shall be around INR 5,618/- and additional INR 5,618/- for each additional Crore or part thereof above INR one Crore. These charges are subject to vary.</b>

#### 4.5.2 Illustration- II: (Deviation in payment terms):

Description	As per Tender terms	Deviation & corresponding Loading
Payment terms	100% against accepted GARN on 60 <sup>th</sup> day from acceptance of material at VSP.	<b>100% against L/C payable at sight. (All Bank charges outside India to Seller's account)</b>
Landed Cost per Ton on FOR VSP Stores basis / CFR basis	<b>Landed Cost (say for example): Rs. 10,000/-</b>	
Loading on account of deviation in Payment terms		(i) 19% interest/annum for 60 days on Landed / CFR value: <b><math>10,000 * 19\% * 60 / 365 = \text{Rs. } 312.33</math></b>  (ii) L/C charges on Landed / CFR value: <b>L/C bank charges upto INR one Crore shall be around INR 5,618/- and additional INR 5,618/- for each additional Crore or part thereof above INR one Crore. These charges are subject to vary.</b>

4.6 Illustration for calculation of Landed Net of CENVAT/ VAT Credit Price (LNCP) for indigenous supply Offer:

I	Basic Price (say for example) INR	1000.00	1000.00
II	Excise Duty @ 12.5 % on basic price	125	125
III	Freight	100.00	100.00
IV	Sales Tax / VAT	22.50	61.25
		<b>CST (I+II)*2%</b>	<b>VAT (I+II+III)* 5%</b>
V	Loading towards payment terms	0.00	0.00
VI	Landed cost (I+II+III+IV+V)	1247.50	1286.25
VII	Loading towards L/C payment	0.00	0.00
VIII	Landed Cost with loading for L/C (VI+VII)	1247.50	1286.25
IX	Loading towards Entry Tax (ET)	0.00	0.00
X	Landed cost with ET (VIII+IX)	1247.50	1286.25
XI	Less: Cenvat (II)	125	125
XII	Less Input Tax credit on VAT (ITC as applicable to VSP) (I+II+III) x 1.58% (@1.58% prevailing ITC)	0.00	21.68
XIII	Set off on Entry Tax (ET)	0.00	0.00
XIV	Landed net of Cenvat/VAT/ET (X-XI-XII-XIII) INR	<b>1122.50</b>	<b>1139.57</b>

4.7 Illustration for calculation of Landed Net of Cenvat (LNCP) incase of import offer:  
Assuming, 24 MT per container and 1 USD = 50.00 INR

S.No	Details	
1	FOB (Material in bags stuffed in Containers) – USD per MT	1,000.00
2	Freight (Liner Terms) Visakhapatnam Port – USD per MT	100.00
3	CFR Price - USD per MT (S No 1 + 2)	1,100.00
4	CFR Price - Rs/MT (S.No.3 * Exch. Rate)	55,000.00
5	Insurance – Rs 20 per Lakh (S.No.4 * 20/100000)	11.00
6	Service Tax on Insurance over Premium (S.No.5 * 14%)	1.54
7	CIF Price - Rs/MT (S No 4+5+6)	55012.54
8	Assessable Value (CIF + 1% Landing Charges) - Rs/MT (1.01 * S.No 7)	55562.67
<b>A</b>	<b>DUTY STRUCTURE</b>	
9	Basic Customs Duty @ 5% + Ed. Cess @ 3%- Rs/MT (5.15% of S.No 8)	2,861.48
10	Special Additional Duty @ 4% - Rs/MT (4% on S.No (8+9))	2,336.97
11	CIF + Customs Duties + Education Cess - Rs/MT (S.No 7 +9+10)	<b>60,210.99</b>
12	Terminal handling charges @ Rs.5,300 per 20 ft container	220.83
13	Service Tax on the above charge @ 14%	30.92
14	Container cleaning charges @ Rs. 1,200 per container	50
15	Service Tax on the above charge @ 14%	7
16	Container Maintenance charges @ Rs.1,200 per container	50

17	Service Tax on the above charge @ 14%	7
18	Delivery Order Charges @ Rs.5,000 per B/L (Assuming 1000T per B/L)	5
19	Service Tax on the above charge @ 14%	0.7
20	Documentation / HBL Manifestation Charges per B/L (Assuming 1000T per B/L)	5
21	Service Tax on the above charge @ 14%	0.7
22	CFS charges at Visakhapatnam @ 7200 per 20 ft container	300
23	Service Tax on the above charge @ 14%	42
24	C&F Charges @ Rs.1,200 per B/L (Assuming 1000T per B/L)	1.2
25	Service Tax on C&F Charges @ 14%	0.17
26	Inland Transportation from CFS to Stores @ Rs. 2756.87 per container	114.87
<b>27</b>	<b>TOTAL HANDLING CHARGES</b>	<b>835.39</b>
<b>28</b>	<b>Landed Price - Rs/MT</b> (Sl. No 11+ 27)	<b>61046.38</b>
29	LC Charges (Rs 5,618 for every 1 Crore of CFR Value or part thereof)	30.90
30	Loading towards payment terms (on CFR Price)	0
<b>31</b>	<b>Final Landed Price - Rs/MT</b> (Sl. No 28 + 29 + 30)	<b>61077.28</b>
32	CENVAT credit on account of Addl.Duty - Rs/MT	2336.97
33	CENVAT credit on account of Ser.Tax - Rs/MT (6+13+15+17+19+21+23+25)	90.03
<b>34</b>	<b>Final Landed Price net of Cenvat Credit Rs/MT</b> (Sl. No. 31- 32 -33)	<b>58650.28</b>

However, the above duty structure and other charges at destination port are subject to vary from time to time and from material to material.

- 5.0 **CURRENCY AND UNIT OF WEIGHT:** The price of Silico Manganese offered per Metric Ton (MT) should be in **US Dollars or Euro only** in case of imported offer and in INR in case of indigenous offer. However, the Indian agent's commission/ remuneration, if any included in the quoted price shall be paid separately to the Agent by RINL in equivalent Indian Rupees only. Refer Clause **2.2.1** above for details.
- 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 **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 **actual** date of opening of tenders.
- 8.0 **BID BOND / EARNEST MONEY DEPOSIT (EMD) - VITAL**
- 8.1 Each tender shall be considered only if EMD/Bid money in Indian Rupees or US Dollar by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of

RINL for an amount of **Rs. 37,50,000 /-** ( **Indian Rupees Thirty Seven Lakhs and Fifty Thousands only** ) or **USD 56,000/-** (US Dollars Fifty Six Thousands only) is submitted along with or prior to opening of Techno-commercial Bid.

- 8.2 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) **with a clause that BG is enforceable at their local branch in Visakhapatnam. Proforma of EMD BG is enclosed at Annexure-V.** The Bank Guarantees from other Scheduled Banks (other than Nationalized Banks) should however be from the branch located in Visakhapatnam. The bonds established through Co-operative Banks are not acceptable. **The Bid Bond should be valid for 180 (One hundred and Eighty) days** from the date of tender opening. **Tenders received without EMD/ Bid bond of requisite value will be summarily rejected.** Bid money, if paid in cash, shall not accrue interest. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **Annexure-VA.**
- 8.3 The Bid Bond must be submitted along with or prior to opening of Techno-Commercial Bid. Tenders received without the EMD / Bid Money of requisite value will not be considered by RINL.
- 8.4 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.
- 8.5 Condition for availing benefit under Purchase preference to local SSIs(MSEs) clause no. 1.9(e) of tender notice & payment terms as per clause no. **4.0** above by local micro & small entrepreneurs (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.

8.6 The EMD / Bid money shall be forfeited:

- a) if a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or
- b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 9 of Annexure - II of the Tender document.

9.0 **PERFORMANCE GUARANTEE BOND:**

- 9.1 The successful tenderer should submit Performance Guarantee Bond so as to be received in the office of Dy. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of Purchase Order/LOA/Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure – VIII** of the tender document, for an amount covering 5% (Five percent) of the total value of PO on Landed cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with Performance Guarantee. The check list format is enclosed at **Annexure – VA** of the tender documents.
- 9.2 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.
- 9.3 The Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 9.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 9.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of delivery of the last consignment of the respective A/T.
- 9.6 Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material

supplied, subject to clearance from user department, whichever is earlier, under the Purchase Order/Acceptance to Tender.

**10.0 STATEMENT OF DEVIATIONS:**

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

10.2 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:

- a) Specification, b) Price firmness, c) Submission of Bid Money, d) Weighment, e) Sampling and Analysis f) Quality deviation g) Performance Guarantee Bond. h)Packing i) Transportation j)Liquidated damage k) Risk Purchase l) Integrity Pact

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

11.1 The detailed Offer together with its enclosures should be submitted as Techno-Commercial Bid in a sealed envelope.

11.2 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.

11.3 Each page of the offer should be signed by the authorized officer(s) of the Tenderer.

11.4 The techno commercial bid together with its enclosures should be placed in an envelope which should bear the following superscription: "**Part-A: Techno-Commercial Bid in response to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**". The Price Bid in prescribed proforma should be placed in another sealed envelope with superscription: "**Part-B: Price Bid in response to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**".

11.5.1 The two sealed envelopes referred above should be placed in a mother envelope which should be addressed to the **Executive Director (MM), Administration Building – 3<sup>rd</sup> Floor, Material Management Dept. (Purchase), Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India** and should bear the superscription: "**Offer in response to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016, due on 13.05.2016**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on all the sealed envelopes.

11.5.2 Tenders will be accepted up to **10:30 Hrs (IST) on 24.06.2016**. The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present.

#### 11.6 **Evaluation of Offers:**

RINL evaluates technically and commercially acceptable Offers on Landed Net of Cenvat Price (LNCP) basis. RINL will inform the technically and commercially acceptable (TA & CA) tenderers the date and time of reverse e-auction and they shall participate in the e-auction through VSP's website. All the tenderers would have to generate user ID & Password by following the below steps:

- Open VSP's website: [www.vizagsteel.com](http://www.vizagsteel.com)
- Go to 'Auctions' and Click on 'Purchase'.  
Then a new window titled: 'RINL E-Auctions Single Sign On' will open
- Click on "New user! Register now" for generating user ID and fixing corresponding password.

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

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

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

11.7 **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.**

#### 12.0 **COMPLETENESS OF THE TENDER:**

12.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for, will render the concerned tender liable for rejection.

#### 13.0 **PUNITIVE ACTIONS ON TENDERERS:**

13.1 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.
- 13.2 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and **business dealings with such Firms/ Contractors shall be banned for a period of 2 years.** Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding .
- 13.3 If any tenderer backs out after opening of the techno commercial bids but within the offer validity period, punitive action shall be taken as per prevailing guidelines of RINL-VSP, which are as follows:
- 13.4 If any tenderer backs out after opening of the techno commercial bids but prior to reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next one tender or three months, whichever is later.
- 13.5 If the L1 tenderer backs out after opening of the tenders in case of single bid cases (or) after the reverse e-auction/ opening of the sealed price bids in case of two bid cases within the validity period, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months, whichever is later, including barring participation in open tenders.
- 13.6 If the tenderers back out after award of contract, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s).
- 14.0 **Right to reject tenders**
- 14.1 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.
- 15.0 **Authorisation**
- 15.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender/price bid opening.
- 16.0 **EXCISE DUTY & ASSESSABLE VALUE:** 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 abatement, 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.

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

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

- 17.0 Wherever the supplier quotes on FOR destination / VSP Stores basis, supplier should ensure that materials are dispatched through registered common carriers as per the “Carriage by Road Rules 2011” notified on 28.02.2011 and “ The Carriage by Road Act 2007”. The Act / Rules are available on website [www.morth.nic.in](http://www.morth.nic.in) .
- 18.0 Tenderers should certify in the Techno-Commercial bid that there are no pending Material Performance Complaints / Quality Complaints against the material (Silico Manganese) supplied by them to RINL / any other PSU in the last two years. If it comes to the notice of RINL that the above self-certification on Quality Complaints is false / incorrect, their Offer is liable for rejection.
- 19.0 If an enlisted or un-enlisted tenderer is under hold due to any of the following reasons and if an Offer is received from that tenderer in response to the present Global Tender, such Offer shall not be considered by RINL-VSP:
- i. Pending Material Performance Complaint(s) / Quality Complaint(s)
  - ii. Punitive actions mentioned at paras **13.1 to 13.6** above
  - iii. Tenderer delisted from the Approved Vendor List or blacklisted by RINL

**PROFORMA of PRICE BID (FOR INDIGENOUS SUPPLIES)**

1. Name of the Tenderer :
2. Address :
- 3.1 **Price break up in case of CST:**

A	Basic price (Rs./MT)	
A1	Excise Assessable Value (Rs./MT)	
B	Excise Duty & Cess @ 12.5% on 'A' or 'A1'	
C	CST 2% on (Basic price + ED) (A+B)*2%	
D	Freight upto VSP Stores (Rs./ MT)	
E	Landed cost (A + B + C + D) Rs./MT	

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

A	Basic price (Rs./MT)	
A1	Excise Assessable Value (Rs./MT)	
B	Excise Duty & Cess @ 12.5% on 'A' or 'A1'	
C	Freight upto VSP Stores (Rs./ MT)	
D	VAT @ 5% on (basic + ED + freight)	
E	Landed cost (A + B + C + D) Rs./MT	

\* In case Excise Assessable value is not mentioned in the price bid, basic unit price shall be considered as Excise Assessable value and the offer shall be evaluated accordingly. Kindly refer clause Clause No.16.0 of Annx-II of tender document.

- 4 CST Number :
- State Sales Tax Number :

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

**Name and Signature of the Tenderer**

**Note:** 1) Price bid should not contain any 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.

2) Copy of this Price Bid with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, percentage of applicable Taxes and Duties are to be mentioned.

3) Further, the tenderer shall give shall give a specific confirmation in Techno-Commercial Offer that except the data asked for in the price bid, no other information or condition is given in the price bid.

**ANNEXURE-III to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**

**PROFORMA of PRICE BID (FOR IMPORTED SUPPLIES)**

1. Name of the Tenderer :
2. Address :
3. Country of Origin of commodity :
4. FOB-Load port / Seaport of dispatch (Incoterms 2010) :  
Price per Metric Ton (in words as well as in figures)
5. CFR-Visakhapatnam Seaport, India (Incoterms 2010) :  
Price per Metric Ton (in words as well as in figures)

Break-up of CFR price:

FOB price / MT : \_\_\_\_\_

Sea Freight per MT : \_\_\_\_\_

6. Name of load-Port / Sea-port of dispatch for FOB/CFR delivery :

.....  
**Signature and Name of the Tenderer**

**Note:** 1) Price bid should not contain any 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.

2) Copy of this Price Bid with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, percentage of applicable Taxes and Duties are to be mentioned.

3) Further, the tenderer shall give shall give a specific confirmation in Techno-Commercial Offer that except the data asked for in the price bid, no other information or condition is given in the price bid.

**ANNEXURE-IV to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**

**SEE PARA 2.4 OF INSTRUCTIONS TO TENDERERS:  
CHECK LIST TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO -  
COMMERCIAL BID: PART-A OF OFFER**

<b>SL. NO.</b>	<b>TENDER TERMS</b>	<b>AS REQUIRED BY VSP</b>	<b>TO BE CONFIRMED BY TENDERER: ACCEPTED / NOT ACCEPTED</b>	<b>DEVIATIONS, IF ANY</b>
1	Name and Address of the Tenderer	User ID for participation in VSP's Reverse e-Auction		
2	Quantity offered	To be confirmed as per Para 1.2 & 1.2.1 of tender notice		
3	Technical specification	To be confirmed as per Annx-I of ITT		
4	Delivery schedule & Commencement of supplies	To be confirmed as per Para 1.3 & 1.3.1 of tender notice		
5	Payment terms	To be confirmed as per Clause 4 of Annx-II of ITT & Cl. 6 of Annex-VII of ITT		
6	Bid Bond / EMD	To be confirmed as per Cl. 8 of Annx-II of ITT		
7	Quality Assurance Plan	To be submitted as per Cl. 2.3 of Annx-II of ITT		
8	Price Basis	To be confirmed as per Cl. 3 of Annx-II of ITT		
9	Price firmness	To be confirmed as per Cl. 5 of Annx-VII of ITT		
10	Insurance	To supplier's a/c (for indigenous) & For imports, To be confirmed as per Cl. 4 of Annx-VII of ITT		
11	Packing	To be confirmed as per Cl. 7 of Annx-VII of ITT		
12	Validity of Offer	To be confirmed as per Cl. 7 of Annx-II of ITT		
13	Inspection	To be confirmed as per Cl. 1 of Annx-VII of ITT		
14	Total Rejection	To be confirmed as per Cl. 2 of Annx-VII of ITT		
15	Weighment	To be confirmed as per Cl. 3 of Annx-VII of ITT		
16	Test cum Guarantee certificate	To be confirmed as per Cl. 8 of Annx-VII of ITT		
17	Liquidated damages	To be confirmed as per Cl. 9 of Annx-VII of ITT		
18	Default	To be confirmed as per Cl. 10 of ITT Annx-VII		
19	Risk Purchase	To be confirmed as per Cl. 11 of ITT Annx-VII		
20	Arbitration & Jurisdiction	To be confirmed as per Cl. 18 of ITT Annx-VII		
21	Force Majeure	To be confirmed as per Cl. 17 of ITT Annx-VII		
22	Performance Guarantee Bond	To be confirmed as per Cl. 9 of Annx-II of ITT		
23	Evaluation of Offers	To be confirmed as per Cl. 11.6 of ITT Annx-II		
24	Other T&C of ITT / VSP's GCC	To confirm acceptance		
25	Submission of Cenvatable documents	To confirm acceptance as per Cl. 6.3 of Annx-VII of ITT		
27	Signing of Integrity Pact	To confirm as per Cl. 2.5 of Annx-II of ITT		

.....  
Signature and Name of the Tenderer

**PROFORMA OF BANK GUARANTEE FOR BID BOND**

(To be printed on Non-judicial stamp paper of value INR One Hundred)

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

To  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant,  
Admn. Building,  
Visakhapatnam-530 031.  
INDIA.

Bank Guarantee No.                      Dt.

*LETTER OF GUARANTEE*

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide **Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016** (hereinafter referred to as the said Invitation to Tender) for purchase of **6,000 MT of Silico Manganese**.

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for (\*\*)  
Rs. .... and valid up to ..... as guarantee that the tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One hundred and Twenty) days from the date of opening of tenders.
- b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% ( Five percent) of the total Landed value of the Purchase Order, within 30 (Thirty) days from the date of PO/ Acceptance to Tender / LOI or before commencement of supplies, whichever is earlier.
- c) AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of **Silico Manganese (40-100mm)** on the basis of (\*\*)  
FOR VSP Stores/ FOB /CFR delivery.

Now this bank hereby guarantees that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding

paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur Rs..... (Rupees.....).

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

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

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

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

Issuance of this bank guarantee may also be got confirmed from our controlling office / Higher Authority: \_\_\_\_\_ (Name & Address).

For and on behalf of

\_\_\_\_\_  
(Name of the Bank)

Signature  
Name&designation  
( )

Duly constituted attorney and authorized signatory

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

**CHECK LIST FOR BANK GUARANTEES**

**Name of the party submitting BG:**

**Party Code:**

**ITT 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 with Seal**

**Date: .....**

**LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURERR  
OF SILICO MANGANESE**

(See 2.1.2 of Annexure -II of the Tender Documents)

To:

RASHTRIYA ISPAT NIGAM LTD., VISAKHAPATNAM STEEL PLANT,  
VISAKHAPATNAM 530 031 (A.P).

Dear Sir,

Ref: Your **Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**

---  
We, ..... who are established and reputed  
manufacturers of .....having factory  
at..... hereby authorize M/s .....( name and address of  
agent/dealer/stockist/distributor) to Bid, negotiate and conclude the contract with you against  
above ITT No., for the above mentioned goods manufactured by us.

No company or firm or individual other than M/s ..... are authorized to Bid, negotiate  
and conclude the contract in regard to this business against this specific tender.

The agency commission of ... (\*1)... % included in the gross FOR/ex-works/FOB/CIF/others (to  
be specified) (\*2) price is payable to M/s ..... in Indian Rupees. / No agency  
commission is payable to M/s .....

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

**Our other responsibilities are as follows:**

Information regarding the name of new agent /dealer/ stockist/ distributor, in case of change.

Other responsibilities: .....

(To specify, if any)

**Our agent/ dealer/ stockist/ distributor's responsibilities are as follows:**

(To specify, if any)

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name & Signature of Silico Manganese  
Manufacturer with company's Seal)

Note:

- a) Whenever manufacturers authorize their (agent/dealer/stockist/distributor) to quote against the tender, they shall submit an authorization certificate as per the format given above. This certificate of authorization should be **submitted on the letter head** of the manufacturing concern and should be signed by a person on behalf of the manufacturer, who is competent to authorize the agent/dealer/stockist/distributor. If the authorization certificate is not furnished as per the above format, the tender shall be liable for rejection.
- b) (\*1) To strike out whichever is not applicable. If agency commission is payable % is to be furnished.
- c) (\*2) To indicate exact basis of offer - FOR/Ex-works/FOB/CIF/others (to be specified)

**GENERAL CONDITIONS OF ACCEPTANCE TO TENDER**

1.0 **INSPECTION:**

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

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

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

VSP at its discretion may test the chemical composition at external laboratories and/or as per IS 1559-1961.

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

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

- 2.0 **TOTAL REJECTION:** Any lot deviating beyond the tolerance limits with penalty specified for size and/or chemical composition mentioned in **Annexure-I** of ITT shall not be paid for. All deviations/rejections shall be informed to the Seller. The Seller has to ensure lifting of the materials within 15 days from the date of issue of such notice to the Seller or otherwise 1% of material value per month or part thereof as storage cost will be leviable by VSP till such time the material is lying at VSP stores at Seller's risk. Payment, if any, made by RINL-VSP for the rejected material, shall be refunded forthwith by the Seller. The Seller

also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant. In case the material is required at plant for meeting its urgent production requirements, the rejected material will be consumed and the payment for such rejected quantity which is used shall be decided by the Material Review Board (MRB) of RINL/VSP. The decision of MRB shall be final and binding on both the parties.

3.0 **WEIGHMENT:**

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

3.2 **For IMPORTs:** The weight of the material mentioned against each Bill of Lading at load port, shall be compared with the weight recorded at VSP weighbridge after clearance by the Customs at disport. The weight recorded at VSP weighbridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at VSP weighbridge or the B/L weight, whichever is lower. This clause is applicable to the extent the consignment is in "INTACT" bags only. For the bags not in "INTACT" condition, the weight as mentioned in the Packing List shall be considered as final for the purpose of payment.

4.0 **SHIPPING INSTRUCTIONS (FOR IMPORTs):**

4.1 **RINL-VSP reserves the option to take delivery of each lot/shipment either on FOB or CFR basis, based on the Gross Weight & dimensions of each lot/consignment to be furnished by the supplier to RINL well in advance before the delivery schedule.** In case of FOB delivery, the shipping arrangements from load-port will be made by the Purchaser to whom adequate notice of readiness of cargo for shipment should be given by the supplier for each lot/ consignment.

4.2 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 Operations Office  
Dr. Ambedkar Bhavan, Room No.422,  
Port Area, Visakhapatnam- 530035  
(Telefax: +91 891 2566907)

Ultimate Consignee : Rashtriya Ispat Nigam Ltd.,  
Visakhapatnam Steel Plant,  
Visakhapatnam - 530031

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

4.4 In case of FOB delivery, each shipment against the Purchase Order must be made under Bill(s) of Lading marked "Freight to Pay". **The date of Bill of Lading shall be treated as the date of Shipment.**

4.5 **MARINE INSURANCE (IN CASE OF IMPORTS):**

The transit insurance for delivery on FOB/CFR basis shall be arranged by the Purchaser. Within 5 working days of shipment, the supplier shall furnish by fax / e-mail the following particulars of the shipment to the Underwriters of the Purchaser:

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

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

**4.5.1 In case of CFR 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 (over-age premium) shall be to the SELLER's account.**

**5.0 PRICE FIRMNESS:** Prices shall remain firm till completion of supplies.

**6.0 TERMS OF PAYMENT:**

**6.1 For both Indigenous and Imported supplies:** 100% of the value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 60<sup>th</sup> day (21<sup>st</sup> day for local micro and small enterprises subject to submission of documents as stipulated vide clause No. 8.5 of Annx-II) from the **date of receipt of material at VSP.**

6.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks/Letter of Credit. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database. In case of L/C Payment, suitable loading will be made while evaluating the offer.

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

6.4 **For IMPORTS:** In case of Imports, 100% payment through irrevocable **Letter of Credit (L/C) / Cash Against Documents (CAD)** is also allowed upon presentation of documents specified at **Para 6.5** below. All Bank charges outside

India are to SELLER's account **and all Bank charges within India are to PURCHASER's account**. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller even if they are incurred in India.

6.5 Following documents are to be mentioned by the SUPPLIER at the counters of Negotiating Bank mentioned in the Acceptance of Tender / Purchase Order / Agreement, all in four copies unless otherwise specified:

- a) Signed Commercial Invoices containing the reference of the Acceptance to Tender / Purchase Order / Agreement certifying that the MATERIAL shipped is strictly in conformity with the Acceptance to Tender / Purchase Order / Agreement.
- b) Two out of Three (2/3) negotiable clean on board Ocean Bill of Lading, in originals, duly signed and marked "Freight To Pay / Pre-paid", **made out to the order of Rashtriya Ispat Nigam Ltd., & Notify**: "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Transport and Shipping Dept., Administration Building, Visakhapatnam-530 031".

**Note:** For FOB shipments, Charter Party Bill(s) of Lading marked "freight to be paid as per Charter Party" will also be acceptable. For CFR shipments, Bill of Lading should be marked "freight prepaid".

- c) Certificate of Origin (of goods) certified by Chamber of Commerce.
- d) Manufacturer's Test cum Guarantee Certificate.
- e) Inspection Certificate issued by the Independent Inspection Agency.
- g) Packing List.
- h) Certificate issued by the Supplier confirming;
  - i) that contents in each shipment are not less than those entered in the Invoice and the Packing List. The quality of goods is guaranteed as new and as per relevant specifications. Any shortage identified will be supplied free of cost to VSP in addition to re-imburement of charges paid by the Purchaser towards Freight, Insurance, Indian Customs Duty and Local Transportation charges for the short supplied items.
  - ii) that copy of Invoice, Packing List, Country of Origin Certificate and Test cum Guarantee Certificate for Customs Clearance purpose have been kept with the package for shipment.
  - iii) the material has been packed as per the PO terms.
- i) Copy of Fax/ email intimation given by the SUPPLIER to the Insurance Company & PURCHASER and the, giving necessary details of shipment within 2 working days of B/L for arranging Insurance.
- j) In case of CFR Shipments, certificate issued by the vessel owner / agent certifying the age and also certifying the Sea Worthiness classed 100 A1 or above by Lloyds or Equivalent Classification Society.

- k) SUPPLIER'S Certificate confirming dispatch of advance set of shipping documents including (1/3) original B/L directly to the Purchaser by Air Mail / Courier within seven days from the date of Bill of Lading.
  - l) Copy of material Acceptance GARN (Goods Acceptance / Rejection Note) issued by the Purchaser after receipt and acceptance of Material at Purchaser end.
- 6.6 Within 7 (seven) working days from the date of Bill of Lading, the SUPPLIER shall dispatch two advance sets of the above documents from (a) to (k) including one Original Negotiable Bill of Lading in respect of each shipment by Air Mail / Courier directly to the PURCHASER.
- 7.0 **PACKING:** The material should be securely packed in New non-returnable One Metric Ton HDPE bags or New non-returnable 50 Kg Double Gunny / HDPE bags. The bag should be properly stitched and sealed. The bags should also be stenciled in ink the "ITEM NAME AND THE SUPPLIER'S NAME". The packing should avoid fines generation and contamination from foreign particles/moisture.
- 7.1 In addition to the above, the Supplier in case of imports, shall provide Sea-worthy packing for securely protecting the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until arrival at Purchaser's site under conditions which may involve multiple handling, like transport by ship and road, storage, exposure to heat, moisture rain etc. Wherever considered necessary, the Purchaser or his representative may check the packing before dispatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Supplier shall carry out the same free of charge. All packing shall allow for removal and checking at site.

## **8.0 TEST CUM GUARANTEE CERTIFICATE:**

- 8.1 The Seller should submit Manufacturer's Test cum Guarantee certificate, along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects. Test certificate shall be submitted from Govt./ "Govt. approved" laboratories or own lab in case of ISO certified manufacturer.
- 8.2 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.

## **9.0 LIQUIDATED DAMAGES:**

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

**delayed quantity in a month is either 10 MT or more out of the monthly scheduled quantity.**

**10.0 DEFAULT:**

10.1 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.

**11.0 RISK PURCHASE:**

11.1 The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in **para 10** herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

**12.0 RECOVERY OF SUMS DUE:**

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

**13.0 RESPONSIBILITY:**

13.1 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.

14.0 **TRANSFER AND SUB-LETTING:**

14.1 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.

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 **WAIVER:**

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

17.0 **FORCE MAJEURE:**

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

17.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in para 17.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of off take of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off-take by the PURCHASER and/or delivery of the MATERIAL by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for normalization of shipments.

18.0 **ARBITRATION AND JURISDICTION:**

18.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof

shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

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

19.0 **LEGAL INTERPRETATIONS:**

- 19.1 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.

20.0 **LIABILITY OF GOVT. OF INDIA:**

- 20.1 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.

- 21.0 All other terms and conditions shall be as per VSP's G.C.C (General Conditions of Contract) for supply of Material.

**ANNEXURE-VIII to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**

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

(To be submitted on Non-judicial stamp paper of value INR 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  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant,

Bank Guarantee No. \_\_\_\_\_ Dt: \_\_\_\_\_

**LETTER OF GUARANTEE**

WHEREAS M/s \_\_\_\_\_ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. \_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter called the said A/T) for the supply of \_\_\_\_\_ ( \_\_\_\_\_ ) metric tons of **Silico Manganese** (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, ..... (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of L/R of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER,

until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, .....(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, ..... (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

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

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

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

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

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

Issuance of this bank guarantee may also be got confirmed from our Controlling Office / Higher Authority: \_\_\_\_\_ (Name & Address).

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 & Designation:

DULY CONSTITUTED ATTORNEY & AUTHORISED SIGNATORY

**ANNEXURE- IX to Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**  
(Refer Para 2.5 of Annexure-II: Instructions 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 **supply of Silico Manganese as per VSP's Global Tender ITT No. Pur. 6.66.SiMn/0488 dtd. 16.04.2016**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

**Section 1 - Commitments of the Principal:**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his

participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
  - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
  - c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
  - e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

#### **Section 4 - Compensation for Damages:**

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

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

**Section 5 - Previous transgressions:**

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all

details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,

- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.

- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

**Section 9 - Duration of the Integrity Pact:**

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

**Section 10 - Other provisions:**

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1: \_\_\_\_\_  
(Name & Address)

\_\_\_\_\_

Witness 2: \_\_\_\_\_  
(Name & Address)

\_\_\_\_\_

**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.