RASHTRIYA ISPAT NIGAM LIMITED VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM-530 031

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

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OPEN TENDER NOTIFICATION

Invitation to Tender No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

Sealed tenders are invited for supply of 320 Tons of Mill scale Briquette.

Last date & time for receipt of Tenders : 14/12/2016 by 10:30 HRS(IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 10:30 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

The tenderers should refer to RINL's website regularly for any corrigendum.

- ED (MM)

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

NOTICE OF INVITATION TO TENDER FOR MILL SCALE BRIQUETTES

TENDER NO. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

General:

This tender is governed by "The Detailed Terms & Conditions of Invitation to Supply tender & General conditions of Contract for supply "which is available at RINL / VSP's website www.vizagsteel.com. The tenderer is requested to submit their tender in accordance with the instructions given in the tender document and in accordance with "The Detailed terms and conditions of Invitation to Supply" & "General conditions of Contract for supply "placed on our website: www.vizagsteel.com.

Visit <u>www.vizagsteel.com</u>, Open Vizagsteel Home page.

Click > MM.

Click > MM Tenders

Click > Detailed Terms and Conditions of Invitation to Tender.

Click > Detailed Terms and Conditions of Invitation to Supply Tender &

Click > General Conditions of Contract for Supply.

Also Click > Bank account Data for RTGS / NEFT mode of Payment and submit the same along with the tender.

Scope & other terms & conditions

- 1. Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders from **Indigenous suppliers** only for supply of Mill Scale Briquettes, confirming to Technical specifications at **Annexure -I** of tender documents.
- 2. **QUANTITY**: The PURCHASER intends to purchase 320 tons of Mill Scale Briquettes, confirming to Technical specifications at **Annexure-I** of tender documents.
- 3. NUMBER OF SOURCES: The tendered quantity shall be taken from 01 Techno-commercially acceptable tenderers provided the L1 tenderer offers for supply of total tender quantity as per the tentative delivery schedule indicated in Cl 4 of IIT.). However, RINL reserves the right to place order on part quantity. In case the quantity offered by L1 tenderer is less than the tendered quantity then RINL at its sole discretion shall opt to increase the number of sources to tie-up the balance quantity subject to matching of TAL1 price by the tenderers in the order of ranking.
- 4. **<u>DELIVERY</u>**: The tentative schedule of delivery is @ 320 Tons in the month of Dec16 or during such period as indicated by purchaser at the time of finalization of the Acceptance to Tender

Or

During such period as indicated by the Purchaser at the time of finalization of the LOI / Acceptance to Tender.

The Purchaser reserves the right to revise the delivery schedule depending on the production requirements and storage capacity, without any additional financial implication to the Purchaser. The material shall be delivered at RMHP hoopers. The material shall be delivered in loose condition.

The successful tenderers should commence delivery of material within 7-10days from the date of placement of LOI/ PO (Purchase Order) and complete delivery of the offered monthly scheduled quantity in an evenly spread manner in the month. The delivery of the balance order quantity shall be continued at the offered monthly scheduled quantity basis till completion.

- 5. **QUOTING OFPRICE:** The price of Mill Scale Briquette shall be offered per metric ton and should be quoted in Indian Rupees only.
- 6. **SUBMISSION OF TENDERS**: Tenderers should submit their tenders in two parts:

Part-A: Techno-Commercial Bid, and

Part-B: Price Bid

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

All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed proforma placed at <u>ANNX-III</u>. Price bid should contain no caveat conditions. <u>Offers to the contrary will</u> stand the risk of getting rejected

A price format as in the Part-B(ANNX-III) **after blanking the prices** may also be placed in the Part-A. However, **no indication of price** in any form, shall be given in Part-A

The tenders should be addressed to,

The General Manager (MM), Purchase Department, III Floor, Block-A, Main Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India

And should bear in Block Capital Letters the superscription "OFFER IN RESPONSE TO TENDER NO. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 due on 14/12/2016 FOR THE SUPPLY OF Mill Scale Briquette and should be deposited in the tender box provided in the Room NO. 423.

Tenders will be accepted up to 10.30 Hrs (IST) on 14/12/2016.

Tenders submitted against NIT / Tender shall not be returned in case the tender opening date is extended / postponed.

Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. The tenderer should specify or superscribe on the envelope containing the revised offer that this offer supersedes the offer submitted earlier dated dd/mm/yyyy.

The Purchaser reserves the right to open the original offer along with revised offer(s).

7.0 **Validity of the Offer:**

Tenderer shall keep his Techno commercial bid and the **price** bid valid for acceptance by RINL-VSP for a period of 120 (one hundred and twenty only) days from the date of opening of the Techno commercial bid and reverse –e-auction price for a period of 30days from the date of reverse e-

auction whichever is later. The price bid is also to be validated accordingly so as to enable RINL/VSP can have valid reverse –e-auction price & price bid price for its evaluation and process for approval for placement of the Purchase order.

RINL-VSP reserves the right to seek extension of the validity of the offer beyond the specified period.

8.0 **BID MONEY/ BID BOND:** Earnest money Deposit (**VITAL**)

8.1 Each tender tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers Cheque (both subject to realization) drawn on any Scheduled commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount of Rs.37,500/- (Rupees thirty seven thousand five hundred only) is submitted along with or prior to opening of Part-A.Techno-commercial Bid. Tenders received without the Bid Money of requisite value will summarily rejected. Bid money shall not accrue interest.

The Bid Money must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without Bid Money of requisite value in the requisite form will summarily be rejected without further correspondence. Bid Money if paid in cash, shall not accrue interest

- 8.2 The following categories are exempted from submission of Bid Money / Bid Bond:
 - a) Central / State Government Public Sector Undertakings of India.
 - b) Vendors registered with the Purchaser for supply of the Tendered items.
 - c) SSI units / Micro and Small Scale Enterprise (MSEs) registered with National Small Industries Corporation (NSIC) / District Industries Centre of the State Government concerned for the item(s) / item category of tendered item for which the tenderer is registered with the respective authority. Documentary evidence with regard to proof of registration shall be submitted along with the tender document.
 - d) SSIs/ MSEs and manufacturing units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption for submission of Bid Money.

In case any of the registered vendors is unable to submit registration certificate, the same shall be referred to Vendor Development Cell of Vishakhapatnam steel Plant and based on the confirmation received regarding registration of the said bidder, exemption for submission of Bid Money / Bid Bond shall be considered.

- 8.3 The Bid Money / Bid Bond shall be forfeited:
 - a) If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer after tender opening.

Or

b) If the successful Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 13 of the Tender documents.

9.0 ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:

If a tenderer who responds to this tender is not presently enlisted with RINL / VSP for supply of Mill Scale Briquette, he is requested to furnish copies of the following documents separately in a sealed envelope, super scribing "CREDENTIALS" and the TENDER (I.T.T) REFERENCE along with the tender:

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

(Or)

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

(Or)

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

- b) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms
- c) Notarised copy of Excise, Sales Tax (CST, VAT), Service tax registration certificates and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of Proprietary firms.
- d) Self-certified **financial worth and audited financial statements** for the last three (3) years.
- e) Self-certified Purchase orders / contracts copies for the same or similar tendered item/s or PO copies of Mill Scale Briquettes.
- f) Self-certified ISO certificate if any.

Kindly note that the above information is required to assess the credibility of the vendor not registered with RINL - VSP.

The tender of a vendor who is not registered with RINL – VSP shall be rejected in case of non-submission or incomplete submission of the above documents except (f) of 9.0*or* RINL - VSP finds that the credibility of the un-registered (i.e. not registered with RINL – VSP) 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 shall be final

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

Tenderers who may be Manufactures of Mill Scale Briquette or Suppliers shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

- a) Production capacity of Mill Scale Briquette and annual production during the last three years.
- b) A recent Test and Inspection Certificate (dated not later than one year from the date of tender) issued for the material by a reputed International test house / Government approved test house in case the tenderer is a new Supplier to RINL / VSP.

Tenderers who may be suppliers of Mill Scale Briquette 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 - V** 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 Part - A: Techno-commercial bid

In case the Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A).

They should also give clear price breakup and quantities (in Part-B: Price bid) for supplying the material from different Works.

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

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

11.0 TENDER OPENING:

Techno-Commercial bid of the tenders shall be opened on the scheduled date (i.e. date specified for opening of the tender) of tender opening in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present.

RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction is mentioned at para 17.0 of Invitation to Supply Tender, available in the website

The date and time of Price bid opening and reverse —e-auction shall be intimated separately to the technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorized representatives of the Tenderers who may choose to be present.

Any bid(s) received after tender opening i.e. after opening of techno commercial bid shall be rejected unless it has been furnished in response to a specific request from VSP.

Tenderers Central & State sales Tax, VAT Reg. no etc. are to be necessarily indicated in the offer.

12.0 **EVALUATION OF TENDERS**:

The offers shall be evaluated in accordance with criteria specified in the Detailed Terms and Conditions of Invitation to Supply Tender. In case tenderers quote any other term than mentioned in this tender, the same shall be loaded as specified at clause 2 of Detailed Terms and Conditions of Invitation to Supply Tender while evaluating their offer.

All the tenders shall be evaluated on the basis of Landed Net of Cenvat / VAT price.

13.0 **PERFORMANCE GUARANTEE BOND:**

13.1 The successful tenderer should submit Performance Guarantee so as to be received in the 3office of Deputy General Manager (MM-Purchase), RINL-VSP before the date of commencement of supplies or within 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier.

The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma appended to this tender document as Annexure -VII, for an amount covering 5% (Five percent) of the value of the quantity of material on landed cost basis covered by the aforesaid Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

In case the supplier has not submitted the Performance Guarantee Bond, equivalent amount payable against the supplies made under this contract shall be with held till the supplier submit the performance Guarantee/Bond

- 13.2 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 Indian nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 13.3 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 13.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 13.5 The supplier shall ensure the following also while submitting the PG Bond:

Stamp paper shall be obtained in the name of the bank issuing PBG.

Date of sale of Stamp paper shall be prior to date of PBG.

PG shall bear the Number, date and seal of the Issuing bank.

PG shall be signed by the Officers on all pages with name, designation & code.

PG shall contain a foot note "Issuance of this bank guarantee may also be got confirmed form our controlling branch/office/higher authority (Name & Address)".

- 13.6 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of scheduled delivery of the last consignment.
- 13.7 Performance Guarantee Bond shall be released after 90 days from the date of receipt of the last consignment or one month after consumption of the total material supplied, subject to clearance from User dept, whichever is earlier, under the Acceptance to Tender.
- 13.8 Check list mentioned at annexure **VII-A** of this document shall be submitted duly filled in along with the performance bank guarantee.

14.0 **STATEMENT OF DEVIATIONS**:

14.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. Each tenderer shall give an

undertaking along with his offer confirming his acceptance to all the terms and conditions of the Tender document, except for the deletions / deviations specifically proposed by them in their offer.

14.2 <u>Offers with any deviations to the following VITAL terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:</u>

- (a) Technical specification sheet (Annexure I) duly signed and stamped,
- (b) Offer received after the due date and time or by Fax / E-mail,
- (c) Consent for submission of Performance Guarantee Bond (Clause No.14)
- (d)Submission of EMD along with the Techno- commercial bid.
- (e) Non submission of complete offers, non-appending signature on the offer and the prescribed formats.
- (f) Weighment, Sampling and Analysis ,Quality deviation, Transportation, Liquidated damage & Risk Purchase

15.0 <u>OTHER GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:</u>

- 15.1 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.
- 15.2 Each page of the offer should be signed by the authorised officer(s) of the Tenderer.
- 15.3 The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear in Block capital letters, <u>superscription</u>"against Tender No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 and should also bear superscription: Part-A: Techno-Commercial Bid & Part -B: Price Bid. The name and address of the tenderer should be mentioned on this envelope.
- The envelope referred to in para 16.3 above should be addressed to the General Manager (MM), Purchase Department, III Floor, Block-A, Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "OFFER IN RESPONSE TO Tender Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 due on 14/12/2016. The name and address of the Tenderer should be mentioned on this envelope as well.
- 15.5 In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.
- 15.6 Tenderers should give the price quotations in the price format available at **Annexure-III** of the tender document. No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

16.0 **COMPLETENESS OF THE TENDER:**

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

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.

- 18.0 Notwithstanding anything specified in this Tender Document, RINL -VSP, on its sole discretion and without having to assign any reason reserves to itself the rights i.e
 - 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 tender on Non submission of EMD
 - d) To reject the offers not conforming to the tender terms and
- Purchase Preference: RINL -VSP, on its sole discretion and without having to assign any reason reserves to itself the rights to extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines of RINL. subject to submission of documents as stipulated at para 20 below.

"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 a quantity up to 50% of the tender quantity, split equally if more than one SSI unit comes within that range".

- Condition for availing benefit under purchase preference to local SSIs(MSEs) clause no.20 of tender notice &payment terms as per clause no. 2 of ANNX-II by local micro & small enterprenures (local SSIs): The local SSI unit shall submit notary attested copy of a valid SSI/MSE registration certificate/Entrepreneur memorandum acknowledgement part-II issued by any of the following for the items/ item category for which they are registered for availing the relevant benefits.
 - (a) District Industries Centre of Visakhapatnam.
 - (b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e units located within 100 Km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centres.
 - (c) NSIC registered units falling within the above jurisdictions i.e in (a) or (b) above.

- ED (MM)

ANNEXURE -I TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 TECHNICAL SPECIFICATION OF MILLSCALE BRIQUETTES

Material Description: MILL SCALE BRIQUETTES.

SPECIFICATION:

- 1. TOTAL Fe: 55% (minimum)
- 2. RAW MATERIAL: MILL SCALE, GCP SLUDGE, ESP DUST ETC.,
- 3. COLD CRUSHING STRENGTH:70 KG/CM2(MINIMUM)
- 4. MOISTURE: < 5%
- 5. SiO2 < 3%
- 6. Al2O3<3%
- 7. TiO2: <3%
- 8. Size of the briquettes: minimum 36x24x12 mm
- 9. TRACE ELEMENTS INCLUDING SULPHUR:<0.1 %
- 8. SHELF LIFE OF THE BRIQUETTES: 6 MONTHS MINIMUM
- 10. DELIVERY: MATERIAL SHOULD BE SUPPLIED AS FIRED

BRIQUETTES AND NOTGREEN BRIQUETTES TO VSP PREMISES AT RMHP GROUND HOPPERS.

SPECIAL INSTRUCTIONS:

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

ANNEXURE II TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

INSTRUCTIONS TO TENDERERS

QUOTING OF PRICE(S): The Firm price per Ton quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. Price shall remain firm& fixed till completion of supplies. 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 provided the Purchaser accepts the Stores, taxes and duties as at the end of the original contractual delivery schedule or the rate on the date of delivery, whichever is lower, shall be the basis for the variation amount which shall be to the account of Purchaser.

2 TERMS OF PAYMENT:

- 2.1 100% payment shall be made against receipt and acceptance (**GARN** Goods Acceptance / Rejection Note) of material on the 60th day (21st day for Local Micro and Small Enterprises subject to submission of documents as stipulated vide clause 20 of ITT). Payment terms other than the above shall be suitably loaded for evaluation.
- 2.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks/ Letter of Credit. In case you have not already furnished the required details, you may download the pro-forma for NEFT/RTGS in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database In case of L/c Payment suitable loading, as explained at para2.4 below, will be made while evaluating the offer.
- 2.3 The price bid should only contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.
- 2.4 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 is not exhaustive. RINL / VSP reserves the right to load the offers at it's sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.

2.4.1 Illustration- I: (Deviation in payment terms)

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

2.4.2 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	100% against L/C at sight. (All bank charges to VSP's a/c)
Landed cost per Ton on FOR VSP Stores basis / CIF basis	Landed cost:	Rs.10,000/-
Loading per Ton due to deviation in payment terms	(i) 19% interest for 60 days on landed / CIF value (ii) L/c charges on landed / CIF value	0.19*60*10,000/365 = Rs.312 Rs.5,618 for each one crore or part thereof

2.5 Illustration for calculation of landed Net of VAT/CENVAT

	ustration for calculation of landed Net of VAT/CENVAT		
I	Basic Price	1000	1000
II	Excise Duty @ 12.5 % on basic price	125	125
III	Freight	100	100
IV	Sales Tax/VAT	22.5	61.25
		CST (I+II)*2%	VAT(I+II+III) * 5%
V	Loading towards payment terms	0	0
VI	Landed cost (I+II+III+IV+V)	1247.5	1286.25
VII	Loading towards L/C charges	0	0
VII	Landed Cost with L/C charges(VI+VII)	1247.5	1286.25
IX	Loading towards Entry Tax (##)	0	0
X	Landed cost with ET(VIII+IX)	1247.5	1286.25
XI	Less: Cenvat(II)	125	125
XII	Less Input credit on VAT (Input credit as applicable to VSP) (I+II+III) X 1.74% (@1.74% prevailing ITC)	0	21.31
XII I	Set off on ET	0	0
XI V	Landed net of Cenvat/VAT/ET(X-II-XII)	1122.5	1139.93

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

3.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL tenders for a period of 5 (five) 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 RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL 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 RINL Management will be final and binding.

- 3.2 In case the commercially and technically acceptable lowest price offered tenderer backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened; or after finalization of contract punitive actions shall be as per prevailing guidelines which include:
 - a) If any tenderer backs out after opening of the Techno-commercial bids but, prior to Reverse eauction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next `1' tender or `3' months whichever is later.
 - b) 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 2-bid cases and within the validity period, they shall be kept under hold without issue of tender enquiries for the next `3' tenders or `6' months whichever is later including barring participation in open tenders.
 - c) If the `tenderer backs out after award of the Contract, they shall be kept under hold without issue of tender enquiries for the next `3' tenders or `6' months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk & cost of the defaulting supplier.

4.0 **Right to reject tenders:**

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

5.0 All other terms & conditions not mentioned in the present tender document will be as per Invitation to Supply tender & General conditions of Contract for supply "which is available at RINL / VSP's website www.vizagsteel.com

ANNEXURE-III TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

PROFORMA FOR PART B: PRICE BID

1.	Name of the Tenderer	:
2.	Address	:

3.1 Price break up in case of CST:

a	Basic Price,(Rs. per MT)	
a-1	*Excise Assesable price(Rs.Per MT)	
b	Excise Duty (a or a-1 X Prevailing ED%)	
С	CST (a+b)X Prevailing CST%	
d	Freight	
е	Landed Cost (a+b+c+d)	
f	Quantity offered	

3.2 Price break up in case of APVAT:

а	Basic Price,(Rs. per MT)	
a-1	*Excise Assesable price(Rs.Per MT)	
b	Excise Duty (a or a-1 X Prevailing ED%)	
С	Freight	
d	VAT (a+b+c)X Prevailing VAT%	
е	Landed Cost (a+b+c+d)	
f	Quantity offered	

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

4	CST Number	:
	State Sales Tax Number	er :

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

SIGNATURE OF THE PARTY

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

^{*} 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.4.0 of of Terms and Conditions of Invitation to Supply Tender available in website.

ANNEXURE -IV TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID – PART-A OF YOUR OFFER

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRME D BY PARTY ACCEPTED / NOT ACCEPTED	DEVIAT IONS, IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 2 of ITT		
3	Technical specification	To be confirmed as per Annx-I of tender document		
4	Delivery schedule	To be confirmed as per Para 4 of ITT		
5	Details of Manufacturer	To be confirmed as per Cl.9 & 10 of ITT		
6	Payment terms	To be confirmed as per Cl.2.0 of Annx-II of ITT		
7	Price Basis& Price Firmness	To be confirmed as per Cl.1.0 of Annx-II of ITT		
8	EMD / Bid Money	To be confirmed as per Para 8.0 of ITT		
9	Insurance	To party's a/c (for indigenous supply)		
10	Weighment	To be confirmed as per Cl.5 of Annx-VIII of ITT		
11	Liquidated damages	To be confirmed as per Cl.7 of Annx-VIII of ITT		
12	Total Rejection/replacement	To be confirmed as per Cl.2 & 3 of Annx-VIII of ITT		
13	Risk Purchase	To be confirmed as per Cl.8 of Annx-VIII of ITT		
14	Arbitration & Jurisdiction	To be confirmed as per Cl.15 of Annx-VIII of ITT		
15	Force Majeure	To be confirmed as per Cl.14 of Annx-VIII of ITT		
16	Performance Guarantee Bond	To be confirmed as per Cl.13 of ITT		
17	Commencement of supplies	To be confirmed as per Cl.4 of ITT		
18	Default	To be confirmed as per Cl.6 of Annx-VIII of ITT		
19	Test Cum Guarantee Certificate	To be confirmed as per Cl.4 of Annx-VIII of ITT		
20	Inspection	To be confirmed as per Cl.1 of Annx-VIII of ITT		
21	Validity of offer	To be confirmed as per Cl.7 of ITT		
22	Letter of Authority from Manufacturer	To be submitted as per Cl.10of ITT.		
23	Other terms and condition of ITT / GCC	To confirm acceptance.		

Signature and Name of the Tenderer

ANNEXURE V TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER OF Mill Scale Briquettes

(See Cl 10 of ITT)

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

Dear Sir,

Sub. Four Tender Notice No. Pur. 6.06. Will Scale Brig/0648 Date: 17/11/2016
We,
We,
No Company/Firm or individual other than M/sis authorised to represent us in regard to this business against this specific tender. In the event, the offer made by M/sbeing considered by RINL for acceptance both M/sand ourselves shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully (NAME)

for & on behalf of M/s.....

(Signature and Name of **Mill Scale Briquettes** Manufacturer with seal)

Note: This letter of authority should be on the Letter-Head of the and should be signed by a person competent and having the power of attorney to bind the **Mill Scale Briquettes** Manufacturer.

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

ANNEXURE-VI TO TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

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

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

SELLER) and M/s RASHTRIYA ISPAT NIGAM

WHEREAS M/s_

Bank Guarantee No Dt LETTER OF GUARANTEE

hereinafter referred to as the

LIMITED (hereinafter referred to as the

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,
6. We,
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,
"Issuance of this bank guarantee may also be got confirmed from our controlling branch / 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: DULY CONSTITUTED ATTORNEY & AUTHORISED SIGNATORY Designation (name of bank & branch)

ANNEXURE-VII TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:	
Party Code:	
	Tender No:
Name of the Bank issuing BG:	
Branch issuing the BG:	
BG No.:	
<u> </u>	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 /	Yes / No
	Nationalized bank etc. as specified in the contract)?	
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	Yes / No
	BG is issued?	
7	Does the BG bear the number, date and seal of the issuing Bank?	Yes / No
8	Is the BG signed on all pages?	Yes / No
9	Whether the name, designation & code number of the officer/officers singing the BG	Yes / No
	are mentioned against the signatures of respective officer/officers?	
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	Yes / No
	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)"	
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the	Yes / No
	address for the same is also specified in the BG.	

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

Signature of the Tenderer
Note:

ANNEXURE-VIII TO TENDER No. Pur. 6.66.Mill Scale Briq/0648 Date: 17/11/2016 GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

INSPECTION: The inspection and analysis for physical and chemical parameters as specified in this PO shall be carried out by mutually acceptable reputed independent inspection agency, after receipt of material at VSP/ RMHP Hoopers.. Samples shall be collected by mutually acceptable reputed independent inspection agency at VSP/ RMHP Hoopers premises in the presence of VSP's representative(SMS-2) and Supplier's representative. Samples thus collected shall be handed over to third party inspection agency at VSP premises (sample shall be collected from each consignment / Day Book for testing physical and chemical parameters). Supplier should ensure that analysis report should be submitted to RINL/VSP within 5 days from the date of collection of sample. Cost of inspection and testing of above material shall be borne by supplier. The test results for quality of the material carried out by third party inspection agency shall be final and binding on both the parties for the purpose of payment

2 TOTAL REJECTION:

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

3 **REPLACEMENT IN CASE OF QUALITY PROBLEM:**

In case Quality problems observed during usage, the party has to replace the total material including unused quantity and consumed quantity for which quality problem has been observed.

4 TESTS CUM GUARANTEE CERTIFICATE:

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.

- 5. **WEIGHMENT:** Weight recorded at VSP weigh bridge or LR weight whichever is lower will be final for payment .In case the truck is not weighed at VSP, the weight recorded in LR will be taken as final for payment.
- DEFAULT: Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 14.0 herein below.

7 **LIQUIDATED DAMAGES:**

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

8 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para 6 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.

- RECOVERY OF SUMS DUE: Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Acceptance to Tender with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Acceptance to Tender.
- **RESPONSIBILITY:** The PURCHASER on the one hand and the SELLER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender.
- 11 <u>TRANSFER AND SUB-LETTING</u>: 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.
- COMPLETENESS OF THE AGREEMENT AND MODIFICATION: This Acceptance to Tender cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Acceptance to Tender.
- WAIVER: Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

14 FORCE MAJEURE:

- 14.1 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.
- 14.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in para 15.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of offtake 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.
- ARBITRATIONAND JURISDICTION: 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.
- **LEGAL INTERPRETATIONS**: The Acceptance to Tender and the arbitration shall be governed by and construed according to the laws of India for the time being in force. That in case of any legal proceedings are instituted against the purchaser, they shall be instituted in the appropriate Civil Courts of Visakhapatnam and courts of Visakhapatnam only shall have Jurisdiction.
- All the other terms and conditions shall be as per VSP's G.C.C for supply of material.GCC for supply of material can be downloaded from VSP website www.vizagsteel.com.
