

**CORRIGENDUM No. 7 dtd. 28.06.2017**  
**to OPEN TENDER ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd.**  
**21.06.2016 FOR EMPANELMENT OF TENDERERS FOR SUPPLY OF**  
**SILICO-MANGANESE (40-100MM)**

**Open Tender notification:**

<b>Existing:</b>	<b>Amended as:</b>
“Tenderers may please note that this tender notice is to empanel the eligible tenderers <u>for supply of Silico Manganese (40-100mm)</u> . This tender notice will remain open and valid till <b><u>30.06.2017</u></b> . Any tenderer who is not empanelled with VSP against the above Open tender for 2016-17, may submit their Techno-Commercial Offer along with EMD/Bid Bond any time before <b><u>30.06.2017</u></b> . Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent cycles of procurement <b>until the next empanelment tender for 2017-18 comes into force.</b>	“Tenderers may please note that this tender notice is to empanel the eligible tenderers <u>for supply of Silico Manganese (40-100mm)</u> . This tender notice will remain open and valid till <b><u>30.09.2017</u></b> . Any tenderer who is not empanelled with VSP against the above Open tender, may submit their Techno-Commercial Offer along with EMD/Bid Bond any time before <b><u>30.09.2017</u></b> . Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent cycles of procurement <b>until the next empanelment tender comes into force.</b>

**Clause no. 7.0 of Annexure-II of ITT w.r.t OFFER VALIDITY:**

<b>Existing:</b>	<b>Amended as:</b>
Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b><u>30.09.2017</u></b> . The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>30 (Thirty) days</b> from date of Price bid opening / Reverse e-auction which will be held time to time.	Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b><u>31.12.2017</u></b> . The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>30 (Thirty) days</b> from date of Price bid opening / Reverse e-auction of each Cycle.

**Clause no. 8.2 of Annexure-II of ITT w.r.t EMD/ Bid bond Validity:**

<b>Existing:</b>	<b>Amended as:</b>
..... The EMD/ Bid Bond should be valid till <b><u>30.09.2017</u></b> . .....	..... The EMD/ Bid Bond should be valid till <b><u>31.12.2017</u></b> . .....

**CORRIGENDUM No. 6 dtd. 16.03.2017**  
**to OPEN TENDER ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd.**  
**21.06.2016 FOR EMPANELMENT OF TENDERERS FOR SUPPLY OF**  
**SILICO-MANGANESE (40-100MM)**

**Open Tender notification:**

<b>Existing:</b>	<b>Amended as:</b>
“Tenderers may please note that this tender notice is to empanel the eligible tenderers for supply of Silico-Manganese for the year 2016-17. This tender notice will remain open and valid till <b>31.03.2017</b> . Any tenderer who has not submitted Offer before the last date mentioned above may submit their Techno-Commercial Offer along with EMD/Bid Bond any time but before <b>31.03.2017</b> . Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent Cycles of procurement”	“Tenderers may please note that this tender notice is to empanel the eligible tenderers for supply of Silico Manganese (40-100mm). This tender notice will remain open and valid till <b>30.06.2017</b> . Any tenderer who is not empanelled with VSP against the above open tender for <b>2016-17</b> , may submit their Techno-Commercial Offer along with EMD/Bid Bond any time before <b>30.06.2017</b> . Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent cycles of procurement <b>until the next empanelment tender for 2017-18 comes into force.</b>

**Clause no. 7.0 of Annexure-II of ITT w.r.t OFFER VALIDITY:**

<b>Existing:</b>	<b>Amended as:</b>
Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b>30.06.2017</b> . The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>30 (Thirty) days</b> from date of Price bid opening / Reverse e-auction which will be held time to time.	Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b>30.09.2017</b> . The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>30 (Thirty) days</b> from date of Price bid opening / Reverse e-auction of each Cycle.

**Clause no. 8.2 of Annexure-II of ITT w.r.t EMD/ Bid bond Validity:**

<b>Existing:</b>	<b>Amended as:</b>
..... The Bid Bond should be initially valid till <b>31.12.2016</b> with a provision that it will be extended in stages till <b>30.06.2017</b> .....	..... The EMD/ Bid Bond should be valid till <b>30.09.2017</b> . .....

**CORRIGENDUM No. 5 dtd. 16.01.2017**  
**to OPEN TENDER ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd.**  
**21.06.2016 FOR EMPANELMENT OF TENDERERS FOR SUPPLY OF**  
**SILICO-MANGANESE (40-100MM)**

**Existing clause w.r.t. MINIMUM OFFER QUANTITY at 1.4 of Open Tender Notice is hereby amended as follows:**

**MINIMUM OFFER QUANTITY:**

<b>Existing term</b>	<b>Hereby amended as</b>
<b>For SSIs/MSEs (Micro &amp; Small Enterprises): 600 MT per month</b>	<b>For SSIs/MSEs (Micro &amp; Small Enterprises): 650 MT per month</b>
<b>For non SSIs/MSEs (i.e. Vendors other than SSIs/MSEs): 750 MT per month.</b>	<b>For non SSIs/MSEs (i.e. Vendors other than SSIs/MSEs): 1000 MT per month.</b>
All the tenderers should submit “Letter of Undertaking w.r.t minimum offer quantity” in prescribed proforma along with Techno-Commercial Offer, stating that the quantity offered by the tenderer against each Cycle of procurement shall <b>not be less than <u>750 MT/month (600 MT/month)</u> in case of SSI/MSEs</b> . Proforma of the Letter of Undertaking is placed at <b>Annexure-X</b> of tender document (separate proformas for SSI/MSEs and <b>non-SSIs</b> ).	All the tenderers should submit “Letter of Undertaking w.r.t minimum offer quantity” in prescribed proforma along with Techno-Commercial Offer, stating that the quantity offered by the tenderer against each Cycle of procurement shall <b>not be less than <u>1000 MT/month (650 MT/month)</u> in case of SSI/MSEs</b> . Proforma of the Letter of Undertaking is placed at <b>Annexure-X</b> of tender document (separate proformas for SSI/MSEs and <b>non-SSIs</b> ).

**CORRIGENDUM No. 4 dtd. 27.12.2016**  
**to OPEN TENDER ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd.**  
**21.06.2016 FOR EMPANELMENT OF TENDERERS FOR SUPPLY OF**  
**SILICO-MANGANESE (40-100MM)**

**Existing Offer Validity clause at 7.0 of Annexure-II of this Open Tender document is hereby amended as follows:**

**VALIDITY OF THE OFFER:**

<b>Existing term</b>	<b>Hereby amended as</b>
Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b>30.06.2017</b> . The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>60 days</b> from date of Price bid opening / Reverse e-auction which will be held time to time.	Each tenderer shall keep his Techno-Commercial Offer firm and valid for acceptance by RINL till <b>30.06.2017</b> . The <b>quantities and prices</b> offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of <b>30 (thirty) days</b> from date of Price bid opening / Reverse e-auction which will be held time to time.

**CORRIGENDUM No. 3 dtd. 02.12.2016  
to OPEN TENDER ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016 FOR EMPANELMENT OF TENDERERS FOR SUPPLY OF  
SILICO-MANGANESE (40-100MM)**

**Existing Purchase Preference clause under Clause No. 2.0(e) of Open Tender notice is as follows:**

“RINL reserves the right to extend the Purchase Preference to local MSEs, if local MSE prices are within 5% range of the lowest price obtained in the reverse e-auction and/or sealed price bid. Local MSEs 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 tendered quantity), split equally if more than one local MSE unit comes within that range.”

**The following para is hereby added to the existing clause:**

“In case the additional quantity ordered on Local MSEs based on Purchase Preference as above is less than 25% of tendered quantity, RINL reserves the right to extend Purchase Preference to other MSEs (Local as well as Non-local), whose prices **are within 15% range of the lowest price obtained.** The balance quantity out of 25% additional quantity shall be ordered on such MSEs (Local as well as Non-local) subject to matching TAL1 price, and shall be split equally if more than one MSE becomes eligible for such Purchase Preference.”

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT

MATERIALS MANAGEMENT DEPARTMENT (PURCHASE)  
ADMINISTRATION BUILDING (3<sup>rd</sup> FLOOR)

VISAKHAPATNAM - 530 031,  
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**CORRIGENDUM No. 2 dtd. 08.07.2016 to OPEN TENDER NOTIFICATION  
FOR EMPANELMENT OF TENDERERS**

**Invitation to Tender No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016**

Sealed tenders are invited for empanelment for supply of Silico Manganese (40-100 mm size) @ around 6500 MT / month

Last date & time for receipt of Sealed Tenders (**without Price bid**) for participation in 1<sup>st</sup> Cycle procurement of 2016-17 is extended till : **15<sup>th</sup> July'2016 by 10:30 AM (IST)**

**EMPANELMENT:**

Tenderers may please note that this tender notice is to empanel the eligible tenderers for supply of Silico-Manganese for the year 2016-17. This tender notice will remain open and valid till **31.03.2017**. Any tenderer who has not submitted Offer before the last date mentioned above may submit their Techno-Commercial Offer along with EMD/Bid Bond any time but before **31.03.2017**. Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent Cycles of procurement.

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

The tenderers should visit our website regularly for Corrigendum(s), if any, issued by RINL/VSP to this Open Tender

**- EXECUTIVE DIRECTOR (MM)**

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT

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**CORRIGENDUM No. 1 dtd. 27.06.2016 to OPEN TENDER NOTIFICATION  
FOR EMPANELMENT OF TENDERERS**

**Invitation to Tender No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016**

Sealed tenders are invited for empanelment for supply of Silico Manganese (40-100 mm size) @ around 6500 MT / month

Last date & time for receipt of Sealed Tenders (**without Price bid**) for participation in  
1<sup>st</sup> Cycle procurement of 2016-17 : **8<sup>th</sup> July'2016** by **10:30 AM (IST)**

**EMPANELMENT:**

Tenderers may please note that this tender notice is to empanel the eligible tenderers for supply of Silico-Manganese for the year 2016-17. This tender notice will remain open and valid till **31.03.2017**. Any tenderer who has not submitted Offer before the last date mentioned above may submit their Techno-Commercial Offer along with EMD/Bid Bond any time but before **31.03.2017**. Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent Cycles of procurement.

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

The tenderers should visit our website regularly for Corrigendum(s), if any, issued by RINL/VSP to this Open Tender

**- EXECUTIVE DIRECTOR (MM)**

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT

MATERIALS MANAGEMENT DEPARTMENT (PURCHASE)  
ADMINISTRATION BUILDING (3<sup>rd</sup> FLOOR)

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**OPEN TENDER NOTIFICATION FOR EMPANELMENT OF TENDERERS**

**Invitation to Tender No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016**

Sealed tenders are invited for empanelment for supply of Silico Manganese (40-100 mm size) @ around 6500 MT / month

Last date & time for receipt of Sealed Tenders (**without Price bid**) for participation in 1<sup>st</sup> Cycle procurement of 2016-17 : **06.07.2016 by 10:30 AM (IST)**

**EMPANELMENT:**

Tenderers may please note that this tender notice is to empanel the eligible tenderers for supply of Silico-Manganese for the year 2016-17. This tender notice will remain open and valid till **31.03.2017**. Any tenderer who has not submitted Offer before the last date mentioned above may submit their Techno-Commercial Offer along with EMD/Bid Bond any time but before **31.03.2017**. Such Offers, if found technically & commercially acceptable, will be considered for participation in subsequent Cycles of procurement.

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

The tenderers should visit our website regularly for Corrigendum(s), if any, issued by RINL/VSP to this Open Tender

**- EXECUTIVE DIRECTOR (MM)**



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

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**Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016 for empanelment of tenderers for supply of Silico Manganese (40-100mm) for the year 2016-17**

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**RASHTRIYA ISPAT NIGAM LIMITED  
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**OPEN TENDER NOTICE INVITING SEALED TENDERS FOR EMPANELMENT FOR  
SUPPLY OF SILICO MANGANESE (40-100mm size)**

**Invitation To Tender (ITT) no. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016.**

- 1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites sealed tenders (**without Price Bid**) only from **Indigenous suppliers** for empanelment for supply of Silico Manganese for the year 2016-17, conforming to Technical specifications at **Annexure -I** of tender document.
- 1.1 **Tenderers should submit only sealed Techno-Commercial Bid in response to this Open tender notice. Sealed Price bid and Quantity bid are to be submitted as and when RINL asks for.** Proforma of Price bid and Quantity bid are available at **Annexure-III & Annexure-XI** of this tender document.
- 1.2 **QUANTITY:** The PURCHASER intends to purchase a **tentative quantity of 6500 MT/month (Six Thousand Five Hundred Metric Tons per month)** of Silico Manganese (40-100mm) for the year 2016-17 through multiple Cycles/e-Auctions. The quantity indicated is only tentative and may vary based on our requirement.
- 1.3 **EMPANELMENT:** Tenderers may please note that this Open Tender notice is to empanel the eligible (technically & commercially acceptable) tenderers for supply of Silico Manganese for the year 2016-17. This tender notice will remain open and valid till **31.03.2017**. Any tenderer who has not submitted Offer before the last date mentioned above may submit their Techno-Commercial Offer along with EMD/Bid Bond any time but before **31.03.2017**. Such Offers, if found technically & commercially acceptable by RINL, will be considered for participation in subsequent Cycles of procurement.
- 1.3.1 **PROCUREMENT CYCLE:** The empanelled tenderers i.e. TA & CA tenderers will be invited for participation in **monthly / bi-monthly Cycles of procurement**. Sealed Price Bids and Quantity Bids shall be invited from the empanelled tenderers against each Cycle of procurement along with participation in Reverse e-Auction on monthly / bi-monthly basis for supply of around 6500 MT/month. The Cycle period i.e. one month or two months shall be mentioned in the Bid Invitation of procurement Cycles from time to time. Each Cycle comprises of one e-Auction together with sealed 'price bid and quantity bids'.
- 1.4 **MINIMUM OFFER QUANTITY:**

**For SSIs/MSEs (Micro & Small Enterprises): 650 MT per month**  
**For non SSIs/MSEs (i.e.Vendors other than SSIs/MSEs): 1000MT per month**

All the tenderers should submit “Letter of Undertaking w.r.t minimum offer quantity” in prescribed proforma along with Techno-Commercial Offer, stating that the quantity offered by the tenderer against each Cycle of procurement shall **not be less than 1000 MT/month (650 MT/month in case of SSI/MSEs)**. Proforma of the Letter of Undertaking is placed at **Annexure-X** of tender document (separate proformas for SSI/MSEs and **non-SSIs**).

- 1.4.1 In case the quantity offered by any empanelled tenderer in the sealed 'Quantity bid & Price Bid' against each Cycle of procurement is found to be in variance and not in compliance with the aforesaid Undertaking submitted by the tenderer, RINL-VSP shall take punitive action like forfeiture of EMD (wherever applicable) and putting the firm under hold for next two cycles etc, in addition to treating their bid as 'Commercially Not Acceptable (CNA)'.
- 1.5 **DELIVERY**: The tentative schedule at which the supplier should deliver the material to VSP is @ **6,500 MT** per month i.e. the offered quantity per month should be supplied within one month from the date of Purchase Order. However, the Purchaser reserves the right to revise the delivery schedule depending on VSP's production requirements and storage capacity, without any additional financial implication to the Purchaser.
  - 1.5.1 The successful tenderers should commence delivery of material within **7 days** from the date of Purchase Order (Acceptance to Tender) and complete delivery of the offered monthly quantity, as per schedule, in an evenly spread manner through-out the month.
  - 1.5.2 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.
  - 1.5.3 VSP Reserves the right to reject offers not meeting VSP's Schedule /to consider offer with best delivery schedule(s).
- 1.6 A Proforma at **Annexure -III** of the Tender Document is prescribed for Price Bid and Quantity Bid. All the empanelled tenderers are advised to submit their sealed Price Bid along with Quantity Bid only in the prescribed proforma, against each Cycle of procurement, as and when RINL asks for. Price bid should not contain any **caveat** conditions. Any other terms and conditions other than the prices, taxes & duties mentioned in the price bid, shall not be taken into consideration.
  - 1.6.1 RINL shall conduct Reverse e-auction before opening Sealed Price & Quantity bids against each Cycle of procurement on monthly / bi-monthly basis. 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.

- 1.6.2 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.
- 1.6.3** All the Offers shall be evaluated on the basis of Landed Net of CENVAT / VAT Credit Price (LNCP) basis
- 1.6.4 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.**
- 1.6.5** RINL shall have the option of resorting to **e-procurement in SAP-SRM platform** inviting e-bids (electronic Price bids & Quantity bids) against each Cycle of procurement and by carrying out Live Auction in SAP-SRM platform. Modalities of e-procurement through SAP-SRM shall be conveyed to all tenderers as and when required.
- 1.7 EARNEST MONEY DEPOSIT (EMD) / BID BOND - VITAL:**
- 1.7.1** Each tender shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank in favour of Rashtriya Ispat Nigam Ltd. and payable at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 75,00,000/- (Indian Rupees Seventy Five Lakhs only)** is submitted along with or prior to opening of Techno-commercial Bid.
- 1.7.2** 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 initially valid till **31.12.2016** with a provision that it will be extended in stages till **30.06.2017**. Tenders received without the Bid Bond / Bid Money of requisite value will 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**.
- 1.8 Last date & time for receipt of Sealed Offers / Tenders (without Price bid) for participation in 1st Cycle procurement of 2016-17 is extended till 15.07.2016 by 10:30 AM (IST).** The Techno-Commercial Offers will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present.

- 1.8.1** Offers / Tenders received against this Open 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 employer reserves the right to open the original Offer along with revised Offer(s)
- 1.9** **Number of Sources:** The quantity proposed to be procured against each Cycle/Auction shall be communicated to the empanelled bidders well in advance. The bidders may please note that while tying up the required quantity, 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.
- 1.9.1** In case of bidders say 'n' is an even number, the number of source shall be maximum  $n/2$  and in case 'n' is odd number, the maximum number of source shall be  $(n-1)/2$ .
- 2.0** **Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
  - b) To accept any tender in full or in part;
  - c) To reject the offers not conforming to the tender terms and
  - d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
  - e) To extend purchase preference to Local 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 **tendered** quantity), split equally if more than one SSI unit comes within that range”.

“In case the additional quantity ordered on Local MSEs based on Purchase Preference as above is less than 25% of tendered quantity, RINL reserves the right to extend Purchase Preference to other MSEs (Local as well as Non-local), whose prices **are within 15% range of the lowest price obtained**. The balance quantity out of 25% additional quantity shall be ordered on such MSEs (Local as well as Non-local) subject to matching TAL1 price, and shall be split equally if more than one MSE becomes eligible for such Purchase Preference.”

**EXECUTIVE DIRECTOR (MM)**

**ANNEXURE -I to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**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	$>3\% \leq 6\%$ of the lot
-40 mm	5% of lot size (including 1% of -10 mm)	-40 mm	$>5\% \leq 10\%$ 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.

\*\*\*\*

**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 the **ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the tender:

- 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/ Contract copies for the same or similar tendered item/s.
- vi) Self-certified ISO certificate, if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-listed vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) 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/DOCUMENTS TO BE FURNISHED BY TENDERERS:**

Tenderers who are Manufactures of **Silico-Manganese** shall furnish the following:

- a) Detailed information of the Manufacturer along the latest copies of the executed / ongoing orders (during the last 1 year) 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 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 Tenderers who may be 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 In case the Principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the Techno-Commercial bid. They should also give clear price breakup and quantities (in the **Quantity Bid & Price bid**) for supplying the material from different Works.
- 2.3 The Tenderers should submit **Quality Assurance Plan** along with the Techno-commercial Bid for supply of **Silico-Manganese**.
- 2.4 The 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” as per the proforma at **Annexure – IX** of this 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 the 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 Fax No : 0891-2518753 E-mail: <a href="mailto:prasannamishra@vizagsteel.com">prasannamishra@vizagsteel.com</a>	<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 :</b> +91-484-2664223 09447500010 (Mobile) <b>E-mail :</b> <a href="mailto:vgknair@gmail.com">vgknair@gmail.com</a>
	<b>Shri Siva Prasad Rao</b> Address: Flat No. 4 H, South Park Apartment, Opp. HDFC Bank, Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No : +91 9908511188 Email Id : <a href="mailto:sivaprasadrao1950@gmail.com">sivaprasadrao1950@gmail.com</a> <a href="mailto:spr50@rediffmail.com">spr50@rediffmail.com</a>

### 3.0 **SUBMISSION OF OFFERS:**

- 3.1.1 **QUOTING OF PRICE(S):** 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 separately. 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.
- 3.1.2 **QUANTITY:** RINL shall ask for sealed Quantity Bids & Price bids from each empanelled tenderer before reverse e-auction against each Cycle of procurement. The quantity offered by the TA & CA tenderers shall be treated as binding and RINL can place orders to book full requirement against each Cycle/Auction subject to L1 price matching by the bidders in the order of ranking. Number of sources shall be as per **Clause 1.8 and 1.8.1** of Tender Notice. Tenderers are not supposed to reduce the quantity offered in sealed quantity bids. Tenderers reducing the quantities quoted in sealed quantity bids shall be debarred from participating in the next 2 cycles of reverse e-auction for Silico-Manganese. However, any enhancement in quantity willing to be supplied by the tenderers at same price shall be at VSP’s option.
- 3.1.3 **VALUE ADDED TAX (VAT):** Tenderers from the State of Andhra Pradesh should be registered under AP VAT and shall confirm submission of VAT Invoice to enable RINL/VSP to avail the input tax credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP. **Further, Govt. of AP had recently introduced TDS provisions for all purchases being made under AP VAT Act, 2005. Hence, payment of AP VAT to supplier is subject to prevailing TDS provisions.**
- 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 opening (i.e. after opening of Techno-commercial bids), shall be rejected unless it has been furnished in response to a specific request from VSP.
- 3.4 Tenderer’s 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:**

- 4.1 100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released 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.
- 4.2 Payment shall be made 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 The price bid should be submitted as per the proforma at Annexure-III and should not contain any additional/ contradicting terms which are not covered in Techno-Commercial bid. During ranking / evaluation of Offers, 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 receipt of material.
- 4.4 In case an offer with deviations to ITT payment term 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 illustrations 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 <b>receipt</b> of material at VSP.	<b>100% against L/C upon goods acceptance with 60 days interest free credit</b> period from the date of <b>receipt</b> of material at VSP <b>(Seller's Bank charges to Seller's account)</b>
Landed Cost per Ton on FOR VSP Stores 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 2500/- and additional INR 2500/- for each additional Crore or part thereof above INR one Crore.</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, upon Goods acceptance by VSP. (Seller's Bank charges to Seller's account)</b>
Landed Cost per Ton on FOR VSP Stores basis	<b>Landed Cost (say for example): Rs. 10,000/-</b>	
Loading on account of deviation in Payment terms		(i) 19% interest for 60 days on Landed Cost: <b>10,000*19%*60/365 = Rs. 312.33</b>  (ii) L/C charges on Landed Cost: <b>L/C bank charges upto INR one Crore shall be around INR 2500/- and additional INR 2500/- for each additional Crore or part thereof above INR one Crore.</b>

**The above L/C bank charges and interest loading are subject to vary from time-to-time and will be loaded at actuals, as per the rates prevailing at the time of evaluation of Offers.**

4.5 Illustration for calculation of Landed Net of CENVAT/ VAT Credit Price (LNCP):

		Rs./MT	Rs./MT
<b>I</b>	Basic Price (Rs./MT) say Rs. 1000 for example	1000.00	1000.00
<b>II</b>	Excise Duty @ 12.5 % on basic price	125	125
<b>III</b>	Freight (Rs./MT) say Rs. 100 for instance	100.00	100.00
<b>IV</b>	Sales Tax/VAT	22.50	61.25
		<b>CST (I+II)*2%</b>	<b>VAT(I+II+III)* 5%</b>
<b>V</b>	Loading towards payment terms, in case of deviation from ITT terms	0.00	0.00
<b>VI</b>	Landed cost (I+II+III+IV+V)	1247.50	1286.25
<b>VII</b>	Loading towards L/C payment	0.00	0.00
<b>VIII</b>	Landed Cost after loading for L/C (VI+VII)	1247.50	1286.25
<b>IX</b>	Loading towards Entry Tax, if any	0.00	0.00
<b>X</b>	Landed cost with ET (VIII+IX) Rs./MT	1247.50	1286.25
<b>XI</b>	<b>Less: Cenvat (II)</b>	125	125
<b>XII</b>	<b>Less Input Tax credit on VAT (ITC as applicable to VSP) (I+II+III) x 1.74% (@1.74% prevailing ITC)</b>	0.00	21.32
<b>XIII</b>	Set off on Entry Tax (ET)	0.00	0.00
<b>XIV</b>	Landed net of Cenvat/VAT credit/ET (X-XI-XII-XIII) Rs./MT	<b>1122.50</b>	<b>1139.94</b>

**The taxes and duties indicated above are subject to vary and will be loaded at actuals, as per the rates prevailing at the time of evaluation of Offers.**

**5.0 CURRENCY AND UNIT OF WEIGHT:** The price of Silico-Manganese offered per Metric Ton should be quoted in Indian Rupees (INR) only.

**6.0 LANGUAGE OF BID:** Offer of the tenderer and all correspondence and documents relating to the Offer/Bids exchanged by the tenderer and the Purchaser, shall be in English language only, 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 Techno-Commercial Offer firm and valid for acceptance by RINL till **30.09.2017**. The prices offered by empanelled (TA & CA) tenderers against each Cycle of procurement shall be kept valid for a period of **30 (Thirty) days** from date of Price bid opening / Reverse e-auction which will be held time to time.

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

**8.1** Each tender/Offer shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank in favour of Rashtriya Ispat Nigam Ltd. and payable at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 75,00,000/- (Indian Rupees Seventy Five Lakhs 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 till **30.09.2017**. Tenders received without the Bid Bond / Bid Money of requisite value will 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 EMD/ Bid bond must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without the EMD / Bid bond of requisite value will not be considered by RINL.

**8.4** The following categories are exempted from submission of EMD/Bid bond:

- (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 as an approved/enlisted Vendor 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 **2.0(e)** of Tender notice & Payment terms as per clause **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 Bond shall be forfeited:

- a) if a Vendor / 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 **9.0** (below) of Annexure - II of the Tender document.
- c) **Equivalent amount of EMD shall be recovered from EMD exempted Vendors, for the reasons mentioned at a) & b) above, from any available/due amount of Vendors.**

**9.0 PERFORMANCE GUARANTEE BOND:**

- 9.1** The successful Vendor / Tenderer should submit Performance Guarantee Bond so as to be received in the office of Dy. General Manager (MM-Purchase), RINL/VSP **within 15 (Fifteen) days** from the date of Purchase Order /

Acceptance to Tender/ Letter of Acceptance (LOA). The Performance Guarantee Bond is to be furnished **by way of a Demand Draft or Bankers' Cheque in favour of RINL, payable at Visakhapatnam (subject to realization) or** 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 value of the quantity of material on Landed Cost basis. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. 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 document.

- 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 **In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors.**
- 9.7 The 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 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 there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms**

**and conditions of the Tender document / GCC, except for the deletions / deviations specifically proposed by them in their offer. (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) Submission of EMD / Bid bond, (c) Weighment, (d) Inspection / Sampling and Analysis (e) Total Rejection (f) Performance Guarantee Bond (g) Packing (h) Liquidated Damages (i) Risk Purchase (j) Integrity Pact (k) Price firmness

**11.0 INSTRUCTIONS FOR SUBMISSION OF TENDERS/ OFFERS:**

- 11.1 The detailed Offer together with its enclosures should be submitted as Techno-Commercial Bid in a sealed envelope, which should contain all details on technical specifications, commercial terms & conditions, other documents/ credentials, confirmations and deviations, if any. The Techno Commercial offer shall remain valid and applicable till **30.06.2017**.
- 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: **"Techno-Commercial Bid/Offer in response to VSP's Open Tender ITT No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016 for empanelment"**

The name and address of the tenderer should be mentioned on this envelope.

The above sealed envelope 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**

- 11.5 For supply of 1<sup>st</sup> lot of 13,000 MT in two months **or** 6500 MT in one month against 1<sup>st</sup> Cycle/Auction of 2016-17, Sealed Tenders will be accepted upto **10:30 Hrs (IST) on 15.07.2016**. The sealed tenders / Techno-Commercial bids 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 **Sealed Price Bids & Quantity Bids are to be submitted separately by the empanelled (TA & CA) tenderers, against each Cycle of procurement as and when RINL asks for, from time to time. The Price Bids & Quantity bids should be submitted only in the prescribed formats.**



## **11.7 Evaluation and rejection of offers**

11.7.1 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.

11.7.2 After the reverse e-auction is conducted, the sealed price bids of all TA& CA tenderers irrespective of whether they have participated in the reverse e-auction or not, shall be opened within 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 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.

**11.8 Offers which deviate (as illustrated below) from the VITAL conditions 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) **Non-submission of signed Integrity Pact.**
- e) **Non-submission of EMD/Bid bond, wherever applicable.**

11.9 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 to rejection.

## **13.0 PUNITIVE ACTIONS:**

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 within the offer validity period, 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.
- 13.4 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.
- 13.5 If the tenderer(s) 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 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 abatment, if any, excise duty tariff number and applicable excise duty percentage (rate) should be mentioned in the offer, for each item quoted, if excise duty is applicable, failing which the offer shall become liable for rejection.

- 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).

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**ANNEXURE-III to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**PROFORMA of PRICE BID**

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 quoted shall be considered as Excise Assessable value and the offer shall be evaluated accordingly. Kindly refer Clause No. **16** of Annex-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 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 Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**CHECK LIST TO BE FILLED UP AND SUBMITTED ALONG WITH  
TECHNO -COMMERCIAL BID/OFFER**

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY TENDERER: ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and Address of the Tenderer		User ID for participation in VSP's Reverse e-Auction: _____	
2	Quantity	To be confirmed as per Para <b>1.4 &amp; 1.4.1</b> 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 <b>1.5 &amp; 1.5.1</b> of tender notice		
5	Payment terms	To be confirmed as per Clause <b>4</b> of Annx-II of ITT & Cl. <b>5</b> of Annex-VII of ITT		
6	Bid Bond / EMD	To be confirmed as per Cl. <b>8</b> of Annx-II of ITT		
7	Quality Assurance Plan	To be submitted as per Cl. <b>2.3</b> of Annx-II of ITT		
8	Price Basis	To be confirmed as per Cl. <b>3</b> of Annx-II of ITT		
9	Price firmness	To be confirmed as per Cl. <b>4</b> of Annx-VII of ITT		
10	Insurance	To supplier's account		
11	Packing	To be confirmed as per Cl. <b>7</b> of Annx-VII of ITT		
12	Validity of Offer	To be confirmed as per Cl. <b>7</b> of Annx-II of ITT		
13	Inspection	To be confirmed as per Cl. <b>1</b> of Annx-VII of ITT		
14	Total Rejection	To be confirmed as per Cl. <b>2</b> of Annx-VII of ITT		
15	Weighment	To be confirmed as per Cl. <b>3</b> of Annx-VII of ITT		
16	Test cum Guarantee certificate	To be confirmed as per Cl. <b>8</b> of Annx-VII of ITT		
17	Liquidated Damages	To be confirmed as per Cl. <b>9</b> of Annx-VII of ITT		
18	Default	To be confirmed as per Cl. <b>10</b> of ITT Annx-VII		
19	Risk Purchase	To be confirmed as per Cl. <b>11</b> of ITT Annx-VII		
20	Arbitration & Jurisdiction	To be confirmed as per Cl. <b>18</b> of ITT Annx-VII		
21	Force Majeure	To be confirmed as per Cl. <b>17</b> of ITT Annx-VII		
22	Performance Guarantee Bond	To be confirmed as per Cl. <b>9</b> of Annx-II of ITT		
23	Evaluation of Offers	To be confirmed as per Cl. <b>11.7</b> 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. <b>6.0</b> of Annx-VII of ITT		
26	Signing of Integrity Pact	To confirm as per Cl. <b>2.5</b> of Annx-II of ITT		

.....  
Signature and Name of the Tenderer

**ANNEXURE-V to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**PROFORMA OF BANK GUARANTEE FOR EMD / BID BOND**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of 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 **Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016** (hereinafter referred to as the said Invitation to Tender) for purchase of Silico Manganese at monthly rate of 6,500MT 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 till **30.06.2017**.
- 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 Landed Cost of the Order placed by RINL, within **15 (Fifteen) days** from the date of Purchase Order / Acceptance to Tender / LOA (Letter of Acceptance).

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 on the basis of FOR VSP Stores. 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 **31.12.2016** and bank also agrees to extend the bank guarantee till **30.06.2017**.

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

**ANNEXURE-VA to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564  
dtd. 21.06.2016**

**CHECK LIST FOR BANK GUARANTEES**

Name of the party submitting BG:

Party Code:

ITT No. / PO 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: .....**



**ANNEXURE-VI to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

To:

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

Dear Sir,

Ref: Your **Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016**

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 (\*1) of \_\_\_\_% 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 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:** 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.

- 2.0 **TOTAL REJECTION:** Any lot deviating beyond the limits specified in Technical Specification at **Annexure-I** of this tender document 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:** 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.

- 4.0 **PRICE FIRMNESS:** Prices offered against each Cycle of procurement shall remain firm till completion of supplies.

**5.0 TERMS OF PAYMENT:**

- 5.1 100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released 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 Annex-II) from the date of **receipt** of material at VSP.
- 5.2 Payment shall be made 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. In case of L/C Payment, suitable loading will be made while evaluating the offer.
- 6.0 The Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass 'duplicate copy' for the transporter (for availing CENVAT) and "Tax Invoice" (for availing VAT) is handed over by the transporter to VSP. In case of non-submission of this document, the amount equivalent to the loss of CENVAT / VAT Credit shall be recovered from the amount due.
- 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 SUPPLIERS NAME. The packing should avoid fines generation and contamination from foreign particles/moisture.

**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 Government / '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:**

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 is either **5 (five) MT or more** out of the monthly scheduled quantity of Purchase Order/ Contract.

10.0 **DEFAULT:**

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 17.0 herein below.

11.0 **RISK PURCHASE:**

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

12.0 **RECOVERY OF SUMS DUE:**

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

13.0 **RESPONSIBILITY:**

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

14.0 **TRANSFER AND SUB-LETTING:**

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:**

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

16.0 **WAIVER:**

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

17.0 **FORCE MAJEURE:**

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

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

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

21.0 All other terms and conditions shall be as per VSP's G.C.C (General Conditions of Contract) for supply of material, available in VSP's website: [www.vizagsteel.com](http://www.vizagsteel.com) (under MM > 'MM Tenders' > Detailed T & C of ITT).

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**ANNEXURE-VIII to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**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:

Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant,  
Visakhapatnam-530031

**Bank Guarantee No.**

**Date:**

**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 / PURCHASE ORDER 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 up to \_\_\_\_\_ 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



**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 in response to Open Tender ITT no. Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016**. 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, Subcontractor 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.

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(For & On behalf of the Principal)

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

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

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

Witness 1: \_\_\_\_\_

(Name & Address)

\_\_\_\_\_

Witness 2: \_\_\_\_\_

(Name & Address)

\_\_\_\_\_

**GUIDELINES FOR INDIAN AGENTS OFFOREIGN "SUPPLIERS/CONTRACT AGENCIES"**

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
- 2.1 **Bidders of Foreign nationality shall furnish the following details in their quotation/bid:**
  - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:
- 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
- 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
- 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.
- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.



**ANNEXURE-X to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**PROFORMA OF LETTER OF UNDERTAKING w.r.t MINIMUM OFFER QTY (for  
SSIs/MSEs) Refer Clause no. 1.4 of Tender notice**

Ref no. :

Date:

**LETTER OF UNDERTAKING w.r.t MINIMUM OFFER QTY (for SSIs/MSEs)**

To:

Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant  
Visakhapatnam

Ref: 1) VSP's Open tender ITT no. Pur. **6.66.SiMn/2016-17/0564 dtd. 21.06.2016** for  
empanelment of tenderers for supply of Silico Manganese (40-100mm)  
2) Our Techno-Commercial Offer ref. no. \_\_\_\_\_ dtd. \_\_\_\_\_ in  
response to the above Open tender

Dear Sir

With ref. to the above, we hereby undertake that we shall submit **sealed 'Quantity and Price bid'** adhering to the minimum offer qty condition of VSP, i.e. the quantity offered for supply in our **sealed 'Quantity & Price bid'** shall not be less than **650 MT per month**, in response to VSP's bid invitation for each Cycle of procurement against the above empanelment tender for 2016-17.

In case the qty offered in our 'qty & price bid' is in variance to the above undertaking, RINL-VSP may take punitive action on us, as per the ITT terms.

Notarized copy of **SSI** (Small Scale Industry) / **MSE** (Micro & Small Enterprise) certificate from **NSIC** (National Small Industries Corporation) **or** **DIC** (District Industries Center) is enclosed herewith, as a proof of our company's present status.

In case of change in manufacturing status of our company from Small scale to Medium scale or Large scale, the same shall be communicated to RINL-VSP immediately along with the documentary evidence.

Further, we ensure that the offered qty will be supplied to RINL-VSP in uniformly staggered (evenly spread) manner throughout the month.

Our User ID for participation in VSP's Purchase Reverse e-auction is \_\_\_\_\_ and we are willing to participate in VSP's e-auctions scheduled from time to time.

For and on behalf of Bidder / Supplier

(Authorized Signatory)  
Name and Signature

**PROFORMA OF LETTER OF UNDERTAKING w.r.t MINIMUM OFFER QTY (for non 'SSIs/MSEs')**

**Refer Clause no. 1.4 of Tender notice**

Ref no. :

Date:

**LETTER OF UNDERTAKING w.r.t MINIMUM OFFER QTY  
(for Non 'SSIs/MSEs')**

To:

Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant  
Visakhapatnam

**Subject: Letter of Undertaking w.r.t Minimum offer quantity**

Ref: 1) VSP's Open tender ITT no. Pur. **6.66.SiMn/2016-17/0564** dtd. **21.06.2016** for empanelment of tenderers for supply of Silico Manganese (40-100mm)  
2) Our Techno-Commercial Offer ref. no. \_\_\_\_\_ dtd. \_\_\_\_\_ in response to the above Open tender

Dear Sir

With ref. to the above, we hereby undertake that we shall submit **sealed 'Quantity and Price bid'** adhering to the minimum offer qty condition of VSP, i.e. the quantity offered for supply in our **sealed 'Quantity & Price bid'** shall not be less than **1000 MT per month**, in response to VSP's bid invitation for each Cycle of procurement against the above empanelment tender for 2016-17.

In case the qty offered in our 'qty & price bid' is in variance to the above undertaking, RINL-VSP may take punitive action on us, as per the ITT terms.

Further, we ensure that the offered qty will be supplied to RINL-VSP in uniformly staggered (evenly spread) manner throughout the month.

Our User ID for participation in VSP's Purchase Reverse e-auction is \_\_\_\_\_ and we are willing to participate in VSP's e-auctions scheduled from time to time.

For and on behalf of Bidder / Supplier

(Authorized Signatory)  
Name and Signature

**ANNEXURE-XI to Open Tender I.T.T No. Pur. 6.66.SiMn/2016-17/0564 dtd.  
21.06.2016**

**PROFORMA OF QUANTITY BID**

To:

Rashtriya Ispat Nigam Ltd  
Visakhapatnam Steel Plant, Visakhapatnam

Subj: Quantity Bid in response to VSP's 1<sup>st</sup> Cycle ITT (Bid Invitation) no. Pur.  
**5.66.SiMn/2016-17/1<sup>st</sup> Cycle dtd. XX.XX.2016**

Ref: 1) VSP's Open tender ITT no. **Pur. 6.66.SiMn/2016-17/0564 dtd. 21.06.2016** for  
empanelment of tenderers for supply of Silico Manganese (40-100mm)  
2) Our Techno-Commercial Offer ref. no. \_\_\_\_\_ dtd. \_\_\_\_\_ in  
response to above Open tender

Dear Sir

With ref. to the above, our Offer shall be as follows:

- (i) Quantity offered for supply **within one month** from date of Purchase Order:  
\_\_\_\_\_ MT
- (ii) Quantity offered for supply in **2<sup>nd</sup> month** from PO date :  
\_\_\_\_\_ MT

SIGNATURE OF THE BIDDER / TENDERER  
(Authorized Signatory)  
Name & Address of the Bidder / Supplier

**Note:**

- 1) **RINL-VSP reserves the right to keep 2<sup>nd</sup> month quantity as optional quantity at the same price, terms & conditions of 1<sup>st</sup> month quantity.** In such case, the same will be mentioned in the Bid Invitation of procurement Cycles from time to time.
- 2) No other information or condition is given in the quantity bid. Quantity bid should not contain any caveat conditions. In case any other data not relevant is noted, the same (irrelevant data) shall not be taken into consideration by RINL-VSP.