



**RASHTRIYA ISPAT NIGAM LIMITED
VISA KHAPATNAM STEEL PLANT**

(To be filled by the tenderer)

The Earnest Money Deposit (EMD) is remitted in the form of
RTGS/NEFT/DD/PO _____ dated _____ on _____.

(Signature of the Tenderer)

APPOINTMENT OF SERVICE-PROVIDER FOR CONDUCTING E-AUCTIONS FOR BY- PRODUCTS AND SECONDARY-PRODUCTS DEALT BY T&SSD ON BEHALF OF RINL, VISAKHAPATNAM STEEL PLANT.

This Tender document consists of following annexure:

- 1) Notice Inviting Tender.
- 2) Instructions to Tenderers.
- 3) Terms and Conditions of Contract.
- 4) Agreement Format.
- 5) Price Bid Format.
- 6) BG Format.
- 7) LOA Format.
- 8) E-Tender document.
- 9) No claim certificate.
- 10) Integrity pack.

Head Office :

Marketing Department
C-Block, 1st floor,
Main Administration Building
Visakhapatnam Steel Plant
Visakhapatnam - 530 031
Phone: 0891-2750562

Regional Office

Regional Office Room no.50
D- Block, Product Office Complex
Visakhapatnam Steel Plant
RINL, Visakhapatnam-31

Branch Office

Branch Sales Office: Room No 55
“D” Block, Project Office Complex
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Ltd.,



Annexure-1

NOTICE INVITING TENDER

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt of India Enterprise)
Room No 50,"D" Block Project Office complex
Visakhapatnam Steel Plant, Visakhapatnam 530031
Visit us at www.vizagsteel.com**

Sub: Open E-Tender for "Appointment of Agency/Service Provider to conduct E-Auctions for sale of By-Products & Secondary products".

Open E-Tender Notice No: VSP/MKTG/BP /02 of 2017-18 DT 31-7-17

E-Tenders/Applications are invited through online by RINL for appointment of Agency/Service Provider to conduct e-auctions for selling of its By-products and Secondary Products dealt by Tender & Scrap sales Division (T&SSD). The bidder has to submit on line bid for Service Charges in % percentage on transaction value basis. The successful L-1 bidder shall be considered for appointment.

1. **Availability Of Tender Documents:** Interested Bidders may please visit RINL's official website www.vizagsteel.com for downloading E-Tender Notice, Instruction to Tenderers, Terms and Conditions etc. RINL shall not be responsible for any difficulty in downloading of clear and complete tender documents from the website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website. Corrigendum/Addendum/Amendments/clarifications, etc, if any, shall be hosted on websites only. Bidders are requested to visit the website regularly.
2. **Scheduled date for participation of e-tender:** The tenderer should get themselves register with RINL/VSP (URL: <https://srm.vizagsteel.com>) and get a User ID and password to **Log-In** and submit the bid. The required EMD amount Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand only) to be submitted to get access to participate in the E-Tender. The last date for participation in E-Tender will be up to 11:00 hrs on 18-8-2017. The tenderer shall enter into website in the window available for both Technical bid & Price Bid on-line in VSP site (URL: <https://srm.vizagsteel.com>). Opening of Technical Bid shall be done at 11:30 hrs on 18-8-2017. After evaluation of technical bids the time & date of opening of price bids will be intimated to the eligible bidders whose technical

bids have been qualified. The scanned copies attached in the technical bid will be evaluated for qualifying in the price bid.

3. **Contract Period:** 2 (Two) years from date of LOA with a provision for extension by another 6 (Six) Months at the sole discretion/option of RINL/VSP on the same terms and conditions and rates.
4. **Quantum of Business:** Average quantity of approximately 20,000MT of different By-products & Secondary-products as mentioned at ITT valuing Rs. 40 crores per month will be put up for e-auction. This quantity / value is an indicative and projected only to enable the tenderers to assess in arriving at the value of the tender and the approximate facilities required to be provided by him. RINL/VSP will not be liable in any way if the actual quantities / values of e-auction vary from the above. RINL also reserve the right not to conduct e-auction in a particular month.
5. **Special Conditions:**

A. System requirement and related conditions for conducting E-auctions:

- i. Tenderer should have their own server with Disaster Recovery site at different Geographical Location along with the Audit Trails facility i.e Records of actual activity performed by various users should be captured on a write-once media (that cannot even be modified or deleted by the Administrator) which can be used for subsequent audit/vigilance investigations.
- ii. Domain name should be registered in the name of service provider. Web site should be universally accessible. It should load quickly and be viewable in different browsers, operating systems and monitor resolutions. It should facilitate easy access from buyers having different levels of educational and cultural backgrounds.
- iii. Service Provider's E-auction system should have capability to conduct E-auctions in "English No Ties" , "YANKEE" . To this effect they should provide supporting documents.
- iv. The system should be a web enabled system.
- v. Service Provider should have ISO-9001:2000, ISO 27001 and CMM-Level-5 certification.
- vi. The system should be hosted on SSL enabled application server, supporting https protocol.
- vii. Regular testing of security systems and processes should be ensured.
- viii. Maintenance of audit trail with IP address of the customer should be in place.
- ix. Detailed information of the website along with security features and other end user features.
- x. Detailed address/phone number/Fax number/e-mail address of the owner of the website.
- xi. Registration certificate of the proposed website from an authenticated source.

- xii. Application layer security viz. - company, division, single user access should be available during and after auction process.
- xiii. The system should be fully automated, once set in, no manual intervention / configuration / resetting allowed.
- xiv. The duration of the e-auction would be as decided by RINL. The auction engine must have ability to define auto extension (in case of a bid received in last 3 minutes before close of the auction) and stop in case of non-activity in last 3 minutes.
- xv. All bidders' position during and after the auction should be available through tabular representation (to RINL users only). All reports to be submitted by the service provider at the end of the auction process to RINL.
- xvi. The Service Provider would provide an auction observer id and password to RINL for viewing the auction.
- xvii. The Service Provider will provide user name and password to all suppliers (bidders) to log on to the auction portal. These have to be communicated in advance by the service Provider to the bidders. The Service Provider must provide adequate training to the bidders for bidding in the auction portal. If required, proof of such training certificate would have to be furnished to RINL.
- xviii. The host (portal server) & the Data centre hosting the webserver has to be a secured one and should be secured within the service providers own premises.
- xix. During on online "LIVE" bidding, bidder wise bidding details should be confidential and should not be visible.
- xx. Bid details of the auction should be stored in encrypted format in database.

B. Other Conditions:

- i. The tenderer should have experience in conducting forward E-Auctions in any one of the following categories.
 - (a) Coal Chemicals such as Heavy Crude Benzol, Phenol Fractions, Drained Napthalene Oil, Still Bottom Oil
 - (b) Tar Products such as Crude coal tar & Pitch products such as Liquid Pitch, M H Pitch
 - (c) Secondary Steel Products such as PCM Jam, CI Skull, WR Coils, Trimmed ends, Steel & Iron scrap.
 - (d) Coke products such as B F Coke, Nut coke, Coke breeze

for departments of Govt of India, Public Sector Units in any one of the last three financial years (2014-15,2015-16,2016-17).
- ii. The tenderer should have successfully executed similar work through own E-auction portal of transaction value of (Basic Rate X Quantity sold) Rs 200 crores in any one of the last 3 financial years ending 31-3-17 .
- iii. The tenderer should submit EMD of Rs. **1,75,000/-** as detailed in ITT(Annexure-before participation of e-auction.

- iv. The tenderer should have minimum revenue of Rs. 2 crores in any one of the preceding 3 financial years towards service charges and Rs 5 crores as net worth..
- v. The Service Provider should have GST registration.
- vi. Preference will be given to PSUs wherever applicable as per the DPE Guidelines / or any other Govt. Guidelines in force.
- vii. Rashtriya Ispat Nigam Ltd will not be responsible for any delay, loss or non-uploading of documents in RINL website.
- viii. It may be noted that by merely inviting the tenderers to submit the tender, there is absolutely no commitment, implied or otherwise, at this stage from RINL's side as to award of actual contract and no correspondence in this regard will be entertained by RINL. RINL shall also not be liable in any manner whatsoever, for costs and expenses etc. incurred in responding to this invitation.
- ix. RINL reserves the right to accept or reject any one or all the tenders in part or in full or to accept more than one tender or to cancel the total tender process without assigning any reason thereof and without any liability to RINL.
- x. For any information related to the current tender, the same can be obtained by contacting the following RINL Executives from 9.00 am to 5.30 pm in all working days.

RINL Contact no.:

i)	G Sundar Reddy	Regional Manager(BP)	8886577789
ii)	P. VenkataRaju	Sr BM(By Products)	7893082424
iii)	P K Nag	Sr BM/T&SSD	9491198778

REGIONAL MANAGER

RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT

INSTRUCTIONS TO TENDERERS (ITT)

Appointment of Agency /Service Provider for conducting E-auctions for sale of By Products and Secondary Products dealt by T&SSD section of RINL.

1. The tenderer should get themselves register with RINL/VSP at URL: <https://srm.vizagsteel.com> and get a User ID and password to log-in and upload the e-tender.
2. There will be two parts in e-tender (Technical and Price Bid). The tenderer shall upload Part-A- Technical Bid & fill up the Part –B -Price Bid on-line in VSP site at URL: <https://srm.vizagsteel.com> Bidder should quote the service charges in % (percentage) of Transaction value. Transaction value means the quantity sold in the e-auction multiplied by basic price. Opening of Technical Bid shall be done immediately after 11:00 hrs on 25-7-2017(tentative). After evaluation of technical bids, the price bids of those bidders whose technical bids have been qualified will be opened with prior intimation to the bidders.
 - a) **Part- A**: The tenderer shall upload the following scanned documents along with **Technical Bid** on-line.
 - i. Experience Certificate: Work Orders/document copy showing experience of conducting forward e-auctions for any one of the following categories
 - a. Coal Chemicals such as Heavy Crude Benzol, Phenol Fractions, Drained Napthalene Oil, Still Bottom Oil
 - b. Tar Products such as Crude coal tar & Pitch products such as Liquid Pitch, M H Pitch
 - c. Secondary Steel Products such as PCM Jam, CI Skull, WR Coils, Trimmed ends, Steel & Iron scrap
 - d. Coke products such as B F Coke, Nut coke, Coke Breeze.
 - for departments of Govt of India, Public Sector Units in any one of the last three financial years (2014-15, 2015-16, 2016-17).
 - ii. Copy of registration certificate of GST.
 - iii. Copies of last 3 years Audited Accounts/ certificate showing a minimum revenue of 2 crores in any one of the preceding three financial years i.e., 2014-15, 2015-16, 2016-17 towards service charges and Rs 5 crores as Net worth. Audited accounts/certificate to be issued from a registered Chartered Accountant.
 - iv. Copies of agreements/work order/Letter issued by other Organizations where the Service Provider has conducted E-auctions for a transaction value of

Minimum Rs 200 crores in any one financial year of the last 3 financial years.

- v. Copies of certificates issued by their Principal Organizations (To whom the E-auction services extended) as a proof of their past experience.
 - vi. Copies of certification ISO:27001, ISO 9000:2000 and CMM Level-5.
 - vii. System details: Documents/Information with respect to slNo 5(A) of NIT.
 - viii. Details of Disaster Recovery System at different geographical locations, audit trail and other security features of the system.
- b) **Part-B :** The tenderer shall quote / fill the Price Bid on-line in the box(screen) available.
- i. Price Bid indicating the **Service Charges** in terms of percentage % of transaction value. (Pl refer Annexure-4)
 - ii. Tenderers should quote their rates inclusive of all taxes and duties but excluding GST. (Refer clause no 7 of Terms and Conditions).
3. The eligible tenderer is required to submit the originals of all the above documents from (i to viii) of Part-A, before signing the agreement. Failure to produce the originals at this stage would result in disqualification and forfeiture of EMD.

4. EARNEST MONEY DEPOSIT (EMD)

The tenderer should submit one day before the last date of submission of tender EMD for Rs 1,75,000 (Rupees One lakh Seventy five thousand) to register themselves with VSP and get a User ID and password to log in and participate in the e-tender.

EMD: The tenderer may submit EMD in the form of RTGS/NEFT to RINL Account as detailed below:

BANK ACCOUNT NO:	915020041761107
BANK NAME	AXIS BANK
BANK BRANCH	GAJUWAKA, VISAKHAPATNAM
IFSC CODE	UTIB0000075
TYPE OF ACCOUNT	CURRENT

5. EMD can also be submitted in the form of account payee Demand Draft / Pay Order/Banker's Cheque drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Scheduled Commercial Bank (not co-operative banks) payable at Visakhapatnam. No other mode of payment will be accepted. In case the tenderer fails to submit the SD in the prescribed time after RINL communicates acceptance of the tender or withdraws / varies the offer before the validity date, the EMD shall be forfeited.
6. Government Undertakings / Enterprises are exempted from submission of Earnest Money Deposit. No interest shall be paid on EMD.

7. **Security Deposit (SD)** : The Service Provider shall have to submit Security Deposit (SD) towards proper performance of his obligations under this contract in the form of Bank Guarantee (BG)/A/c Payee DD / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam on any Scheduled Bank (excluding Co-operative Banks) payable at Visakhapatnam for an amount of Rs 20 Lacs (Rupees Twenty Lacs) within 7 days from the date of issue of LOA. Alternatively they can submit SD in the form of BG.

In case the Service Provider furnishes SD for the aforesaid amount by way of BG, the BG is to be submitted in the format enclosed at **Annexure -5**, issued by a scheduled Bank for performance of his obligations under this contract within 7 (seven) days from the date of issue of LOA. BG shall remain valid for a period of 30 months, and, subsequently shall be extended for 6 more months or as applicable if the contract is extended. The SD shall not carry any interest. S.D shall be refunded after successful completion of the contract period against no claim raised by the service provider as per the format at Annexure-8.

Quantum of Business: Average quantity of approximately 20000MT valuing Rs. 40 crores (approx.) per month will be put up for e-auction which may vary. This quantity / value is an indicative quantity and projected only to enable the tenderers to assess in arriving at the value of the tender and the approximate facilities required to be provided by him. RINL/VSP will not be liable in any way if the actual quantities / values e-auction vary from the above. RINL also reserves the right not to conduct e-auction in a particular month.

The indicative list of By- Products and Secondary Items dealt by T&SSD section for E-auction are given below:

a. **BY PRODUCTS**

- | | | |
|---------------------------------------|-------------------------|----------------------------|
| 1. Heavy crude benzol | 10. Ammonium Sulphate. | 18. Sol 110. |
| 2. Drained Naphthalene Oil | 11. Still Bottom Oil. | 19. N G Toluene. |
| 3. CG Benzene | 12. HP Naphthalene | 20. Light Solvent Oil |
| 4. Crude coal tar | 13. Liquid pitch | 21. MH Pitch |
| 5. Liquid nitrogen | 14. Liquid oxygen | 22. Liquid Argon |
| 6. Nut coke | 15. Coke Dust | 23. Coke Sludge |
| 7. Fly Ash (Dry) | 16. Lime Fines (bunker) | 24. Lime Fines (Open Yard) |
| 8. BFG slag (Fresh) | 17. BFG slag (Dump) | 25. Phenol Fraction (PF) |
| 9. L D Slag | 18. Fly Ash (Wet) | 26. TPP mill rejects |
| 27. Spillage lime fines (CRMP) & EnMD | | |

b. **SECONDARY PRODUCTS**

- | | |
|--|--|
| 1. PCM Jam, muck & fines | 6. CI Skull, CI runner scrap |
| 2. Rounds mixed crop ends (LMMM & MMSM mills) | 7. Rounds defective (16-38mm & 40-80mm). |
| 3. Mixed/Loose/Assorted Wire rods/Rounds/Rebar/ Structural | 8. Binding and packing material |

- 4.WR coils trimmed ends
- 5.WR coils defective

- 9.Billets Mixed (defective & crop ends)
- 10.Turning & Boring chips

RINL is at liberty to add/delete any of the above products as per the requirement from to time and service provider shall not have any demand/claim whatsoever on this account.

- 8. **Validity of E-Tender** :E-Tender should be kept valid for a period of 120 (onehundred and twenty) days from the last date for submission of Tender.

9. **EVALUATION OF TENDER**

After evaluation of PART-A, PART-B will be opened on the subsequent date under intimation to all such tenderers. RINL's decision in this regard will be final.

- 10. Tenderers shall comply with all statutory provisions/requirements as specified /required by the statutory authorities, State and Central Governments with respect to taxes, duties, labour, safety and other relevant aspects. RINL shall not take any responsibility for any default by the tenderer regarding these aspects. The tenderers shall indemnify and keep indemnified RINL regarding this.
- 11. RINL requires that bidders/tenderers/successful tenderer under this tender/contract if awarded, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, RINL defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of RINL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RINL of the benefits of free and open competition. RINL will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. RINL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/ contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.
- 12. The tenderers are required to unconditionally accept the Integrity pact enclosed at Annexure-9 of ITT and shall submit the same duly signed along with their offers. The offers of the tenderers received without duly signed integrity pact format, shall not be considered.

RASHTRIYA ISPATH NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT
Terms & Conditions of Service Provider

TERMS & CONDITIONS OF THE CONTRACT FOR CONDUCTING RINL's E-AUCTIONS FOR SALE OF BY PRODUCTS, SECONDARY PRODUCTS DEALT BY T&SSD

1.0	<p><u>In the Contract the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:</u></p> <p>i) The 'Company' shall mean Rashtriya Ispat Nigam Limited (RINL) with its Registered Office at Administrative Building, Visakhapatnam 530 031 (A.P) and includes its representatives, successors and assigns.</p> <p>ii) "Principal-Seller" shall mean Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant</p> <p>iii) 'Regional Manager' shall mean the Head of the Region or any other Officer of the Company for the time being, in-charge of the Region, <i>in which the concerned Branch Sales Office is located.</i></p> <p>iv) 'Sr. Branch Manager' shall mean the Branch Manager of the Concerned Branch any other Officer of the Company for the time being in charge of the Branch.</p> <p>v) 'Tenderer' shall mean the person/firm/ company or corporation submitting a tender against the Invitation to Tender and shall include his / its successors and assigns approved by the Company.</p> <p>vi) The 'Service Provider / SP' shall mean the person / persons / firm or Company whose tender has been accepted by the Employer and includes the Agency's representative(s), successors and permitted assignees.</p> <p>vii) 'Contract ' shall mean and include the Agreement between the Company and the Service Provider duly signed by the parties thereto for the execution of the work together with all documents annexed / attached therewith or referred to therein.</p> <p>viii) 'Accepted Matters' mean those matters in respect of which decision of the Company shall be final and binding upon the successful tenderer / Service Provider.</p>
2.0	COMMENCEMENT OF CONTRACT:
2.1	The contract will commence and will be effective from date of issuance of the LOA. The contract will be valid for a period of 02 (Two) years from the date of LOA, with a provision for extension for a further period of 06 (Six) months at the sole discretion/option of the Company at the same rates and terms and conditions. No escalation shall be payable. No request for any change in rates will be entertained during the period of contract including the extension period, if any.
2.2	The successful tenderer shall be required to sign a formal agreement with RINL in the prescribed format(Annexure-10) on a non-judicial stamp paper of Rs.100/- purchased at Visakhapatnam after the Company conveys acceptance of the tender / LOA, within 3 days from the date of issue of LOA.
3.0	SECURITY DEPOSIT:
3.1	The Service Provider shall have to submit Security Deposit (SD) towards proper

	performance of his obligations under this contract in the form of Bank Guarantee (BG)/A/c Payee DD / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam on any Scheduled Bank (excluding Co-operative Banks) payable at Visakhapatnam for an amount of Rs 20 Lacs(Rupees Twenty Lacs). Alternatively they can submit SD in the form of BG.																																
3.2	In case the Service Provider furnishes SD for the aforesaid amount by way of BG, the BG is to be submitted in the format enclosed at Annexure -5 , issued by a scheduled Bank for performance of his obligations under this contract within 07 (seven)days from the date of issue of LOA. BG shall remain valid for a period of 30 months,and, subsequently shall be extended for 6 more months or as applicable if the contract is extended. The SD shall not carry any interest.																																
3.3	In case of failure of the Service Provider to submit the SD within 7 (Seven) days from the date of issue of LOA, the Company shall forfeit the EMD and may terminate the contract at the risk and cost of the Service Provider. In case of any loss / damage suffered by the Company due to any negligence / failure or non-performance on the part of the Service Provider of any of the provisions of the agreement/contract, the Company reserves the right to recover such losses and damages from the Service Provider by adjusting from his bills or by recovering from the SD submitted by the SP. The decision of the Company as to the amount of the loss / damage suffered by the Company in such cases shall be final and binding on the SP. The recoveries set out above shall be without prejudice to the rights of the Company under the agreement/contract or under law.																																
3.4	The SD shall be released only after the expiry / termination of the contract and satisfactory performance of the work and on completion of all the obligations by the Service Provider under the terms and conditions of the Contract. The decision of the Company regarding satisfactory completion of the work will be final and binding on the Service Provider. Before release of the Bank Guarantee the SP shall submit a “No Claim Certificate” in the format at Annexure-8																																
4.0	SCOPE OF WORK OF THE SERVICE PROVIDER																																
4.1	<p>a) The service provider shall be responsible for sale of BY PRODUCTS, SECONDARY PRODUCTS DEALT BY T&SSD of RINL as detailed below.Products may be subjected to change for convenience and improvement of sales.</p> <p>b) <u>BY PRODUCTS</u></p> <table><tr><td>1. Heavy crude benzol</td><td>10.AmmoniumSulphate.</td><td>18.Sol 110.</td></tr><tr><td>2. Drained Naphthalene Oil</td><td>11.Still bottom oil.</td><td>19.N G Toluene.</td></tr><tr><td>3. CG Benzene</td><td>12.HP Naphthalene</td><td>20.Light Solvent OIL</td></tr><tr><td>4. Crude coal tar</td><td>13.Liquid pitch</td><td>21.MH Pitch</td></tr><tr><td>5. Liquid nitrogen</td><td>14.Liquid oxygen</td><td>22.Liquid Argon</td></tr><tr><td>6. Nut coke</td><td>15.Coke Dust</td><td>23.Coke Sludge</td></tr><tr><td>7. Fly Ash</td><td>16.Lime Fines (bunker)</td><td>24.Lime Fines (Open Yard)</td></tr><tr><td>8. BFG slag (Fresh)</td><td>17.BFG slag (Dump)</td><td>25.Phenol Fraction (PF)</td></tr><tr><td>9. L D Slag</td><td></td><td>26 TPP Mill rejects</td></tr><tr><td>27 Spillage lime fines (CRMP) &EnMD</td><td></td><td></td></tr></table> <p>c) <u>SECONDARY PRODUCTS</u></p> <table><tr><td>1.PCM Jam, muck & fines</td><td>6.CI Skull, CI runner scrap</td></tr></table>	1. Heavy crude benzol	10.AmmoniumSulphate.	18.Sol 110.	2. Drained Naphthalene Oil	11.Still bottom oil.	19.N G Toluene.	3. CG Benzene	12.HP Naphthalene	20.Light Solvent OIL	4. Crude coal tar	13.Liquid pitch	21.MH Pitch	5. Liquid nitrogen	14.Liquid oxygen	22.Liquid Argon	6. Nut coke	15.Coke Dust	23.Coke Sludge	7. Fly Ash	16.Lime Fines (bunker)	24.Lime Fines (Open Yard)	8. BFG slag (Fresh)	17.BFG slag (Dump)	25.Phenol Fraction (PF)	9. L D Slag		26 TPP Mill rejects	27 Spillage lime fines (CRMP) &EnMD			1.PCM Jam, muck & fines	6.CI Skull, CI runner scrap
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27 Spillage lime fines (CRMP) &EnMD																																	
1.PCM Jam, muck & fines	6.CI Skull, CI runner scrap																																

	<div data-bbox="416 165 1393 416" data-label="List-Group"> <ul style="list-style-type: none"> 2.Rounds mixed crop ends (LMMM & MMSM mills) 3.Mixed/Loose/Assorted Wire rods/Rounds/Rebar/ Structural 4.WR coils trimmed ends 5.WR coils defective 7.Rounds defective (16-38mm & 40-80mm). 8.Binding and packing material 9.Billets Mixed (defective & crop ends) 10.Turning & Boring chips </div> <div data-bbox="280 456 1439 1973" data-label="List-Group"> <ul style="list-style-type: none"> d) The Service Provider shall upon receipt of proposals in writing from the RINL shall arrange for wide publicity about each sale through e-mail, internet and other telecommunications modes (other than print media) at its own costs and expenses. e) The Service Provider shall prepare detailed e-auction catalogue showing LOT, Description of Product, Quantity, Quality etc. and shall make available such catalogue in its website at least 7 days before the date of e-auction along with any other relevant information as provided by the RINL. However, in case of exigencies, such catalogue may be made available in the website at a lesser period of notice, before the schedule date of e-auction. RINL shall approve the e-auction catalogue including the terms and conditions of sale before the same are hosted in the website. f) Service Provider would have to design the auction to set terms and conditions for conducting auctions, assign user id and password to all bidders. g) The Pre-Bid EMD for each Product shall be decided by RINL. The Service Provider shall collect such Pre-Bid EMD from all the eligible bidders and the Pre-Bid EMD of successful bidders should be remitted to RINL upon receipt of intimation from RINL.Pre-Bid EMDs of unsuccessful bidders shall be refunded by Service Provider to them. RINL will not entertain any dispute nor be a part of any dispute between the unsuccessful bidders and the Service Provider. h) The Service Provider shall conduct such e-auction on the appointed date and time in a fair and transparent manner or such other dates if re-scheduled. i) The Service Provider would identify and qualify potential bidders, try to ensure maximum participation of bidders, to provide help and support to bidders during the bidding process and to market the RINL's product among potential bidders through effectiveness awareness measures. j) Service Provider in consultation with RINL would fix date and time of e-auction and terms of sale. However, RINL shall be the final authority for terms of sale and also regarding the date and time of e-auction. k) Service Provider should ensure registration of those bidders who have accepted terms and conditions of online forward auction of RINL. l) Service Provider should submit to RINL the market report of products to be auctioned, at least 2 working days in advance for fixing Reserve Price by RINL. m) Service Provider shall submit highest bid report and detailed bid report to RINL within 1 working day of close of auction. n) Service Provider would provide RINL with necessary information for settlement of any customer complaints pertaining to the bidding process. </div>
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	<p>o) Service Provider shall conduct e-auction directly and shall not appoint any sub-contractor/ auctioneer/ trader for this purpose.</p> <p>p) RINL reserves the right to withdraw or add any product / products/ lot before it is put up for sale through e-auction and also to modify, alter terms and conditions of sale.</p> <p>q) In case of any breach in the terms and conditions accepted by Service Provider, RINL reserves the right to terminate the contract any time during its currency without assigning any reasons thereof.</p> <p>r) The Service Provider shall be liable to carry out all reasonable instructions / directions, which may be given by the Principal-Seller concerning the conduct of e-auction hereby agreed to be done by the Service Provider.</p> <p>s) The Service Provider shall disclose the name of the Principal – Seller in all matters in dealing with the buyer/s.</p> <p>t) Service Provider undertakes to maintain strict confidentiality and shall not disclose / transfer any information or data to any third party for the auctions conducted by them for RINL.</p> <p>u) RINL would provide lifting details on a monthly basis and service provider would raise bills towards service charges on a monthly basis.</p>
5.0	SCOPE OF WORK BY PRINCIPAL – SELLER (RINL)
5.1	<p>a) The Principal-Seller shall identify the materials to be sold in terms of this contract and forward full details thereof to the Service Provider in writing (both soft and hard copies). The details should include full and unambiguous description of the items, quality, quantity, location, delivery point, payment schedule, delivery schedule, reserve price and / or any other relevant information about the materials as may be considered necessary.</p> <p>b) The Principal-Seller shall warrant and warrants at all times and from time to time that the materials intended to be e-auctioned through the Service Provider do actually confirms to its ownership, the description, specification as regards to quality and / or quantity or other details as may be notified by the Principal-Seller for each e-auction.</p> <p>c) The Principal-Seller shall allow inspection of materials to all interested prospective buyers before the e-auction on pre-declared date (s) and time and under adequate authority of the Service Provider in writing.</p> <p>d) The Principal-Seller has the absolute rights to confirm or disapprove the sale of any particular Lot through e-auction.</p> <p>e) The principal-Seller will issue Sales Contract to the successful bidders based on the Bid sheet generated online. The bid when accepted / confirmed by the Principal-Seller subject to the Terms and Conditions as may be stipulated by the Principal-Seller shall constitute the contract between the successful bidder / buyer and the Principal – Seller.</p> <p>f) The Principal-Seller shall collect 100% material value along with applicable taxes /</p>

	<p>duties / cess within the stipulated time before effecting delivery.</p> <p>g) The Principal-Seller shall arrange for delivery of the materials within the scheduled time period to the buyer(s).</p> <p>h) The Principal-Seller shall collect GST and other statutory levies / duties etc. from the bidders and deposit the same with the appropriate authorities.</p>
6.0	SERVICE CHARGES
6.1	The Service Provider shall be responsible for carrying out all the jobs as per the scope and specifications mentioned the NIT.
6.2	Service Provider shall raise Bills / Invoice monthly for Service Charges(% quoted (percentage) multiplied by Transaction value). Transaction value means the quantity delivered/sold through e-auctionmultiplied by the basic price quoted (excluding taxes) by the successful bidder). Service charges will be paid for the total transaction value for the quantity sold in a month through e-auctions. It may be noted that if the quoted price by the customer for a product is less than reserve price and subsequently sold at negotiated price, those quantities/transaction value sold through negotiations will not be eligible for payment of service charges to the service provider.
6.3	The Service Charges agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the contract.
6.4	RINL shall release the payments within 30 working days of submission of Bills/Invoice and proper documentation. The quoted Service charges shall be firm and no escalation on any account, what so ever, will be admissible.
7.0	TAXES AND DUTIES
7.1	The Service Provider shall, in accordance with prevailing procedure prescribed by Good and Service Tax (GST) Authorities, comply with all necessary formalities such as Registration with GST and also shall undertake the documentation and timely furnishing of return as stipulated by GST Authority.
7.2	<p>The Service Provider shall bear all applicable taxes and duties levies and all other liabilities which are applicable to the Service Provider in connection with discharge of his obligations under this contract, excluding GST. RINL/VSP shall pay the GST (and applicable cess) claimed by the Service Provider in the bills / invoices raised and as certified by the RINL/VSP.</p> <p>The Bills / Invoices raised by Service Provider shall mention their GSTN registration number and shall be in the format as specified / prescribed under GST Laws. The Bills / Invoices shall be serially numbered and contain the following details:</p> <ul style="list-style-type: none"> i) The name, address and the Registration number under GST ii) The name, address and the person receiving taxable service (RINL) along with RINL GSTN; iii) Description, classification and value of taxable service provided or to be provided; iv) Applicable Taxes with nomenclature (like IGST, SGST, CGST & UGST) separately, HSN / SSAC Code. v) A Declaration to the effect that all invoice particulars are / were uploaded in the GSTN network / portal & all tax liability as per GST rules and regulation have been and will be discharged, shall be mentioned in the invoice. <p>In case of discrepancy in the data uploaded by service provider in the GSTN portal, RINL will not be able to avail the tax credit and will notify the Service Provider of the same. Service Provider shall rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) failing which the amount will be recovered from pending bills or any</p>

	<p>other dues including SD.</p> <p>However, any new taxes and duties after the date of tender opening/date of negotiation (as the case may be) shall be reimbursed to the Service Provider by RINL/VSP on production of appropriate documentary evidence indicating payment. Further any increase / reduction in the taxes and duties after the date of tender opening/date of negotiation (as the case may be) shall be reimbursed to Service Provider / passed onto the RINL/VSP, if applicable, on production of appropriate documentary evidence indicating payment.</p>
7.3	<p>Income Tax or any other taxes or duties which RINL may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the SP and RINL shall provide the SP with required Tax Deduction Certificate. All applicable taxes as per directives of Central Govt. /State Govt. shall be deducted from the bills of the Agency. Necessary receipt to this effect will be issued to the SP.</p>
8.0	INTEGRITY PACT
8.1	<p>RINL requires that bidders/ tenderers /successful tenderer under this tender/contract if awarded, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, RINL defines, for purpose of these provisions, the terms set forth below as follows. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and “fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of RINL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RINL of the benefits of free and open competition. RINL will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. RINL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/ contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.</p>
8.2	<p>The tenderers are required to unconditionally accept the Integrity pact enclosed at Annexure-9 and shall submit the same duly signed along with their offers. The offers of the tenderers received without duly signed integrity pact format, shall not be considered</p>
9.0	EXPIRY / SHORT CLOSURE/ TERMINATION OF THE CONTRACT:
9.1	<p>In case the SP does not perform his duty as per the terms and conditions of the contract or the performance is not found to be satisfactory by the Company, the contract shall be terminated by giving one month notice. In case the Company is not in a position to conduct e-auction due to its internal exigencies or the Company does not want to continue with the contract, the contract can be short closed after giving one month notice without giving any reason. The Company also reserves the right to get the SP jobs done at the risk and cost of the SP and the SP will be liable to reimburse all the additional expenditures, losses etc. to the Company if SP fails to do the e-auction job as required by the Company or fails to comply with any of the requirements under the contract.</p>
9.2	<p>Before termination/short closure /expiry of the contract and/or immediately after termination/short closure/expiry of the contract, SP shall submit all information / details regarding e-auction and submit total accounts to the Company as per the instruction of the Company without fail.</p>

10.0	SETTLEMENT OF DISPUTES
10.1	All matters in question, disputes or differences other than the excepted matters arising between the parties out of or relating to this contract or the breach thereof shall be settled between the parties amicably. If, however, the parties are not able to resolve the disputes/differences amicably, the said disputes/differences shall be settled by conciliation. In cases where conciliation fails, the parties shall resolve their disputes/differences through Arbitration. The said Conciliation/Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/amendments thereto. The Award made in pursuance thereof shall be binding on the parties. The language of Conciliation/Arbitration shall be English
10.2	Conciliation: The person appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of the Company or a retired officer of similar grade from the Company or other PSUs and shall be nominated by the Competent Authority of the Company. The Fee payable to Conciliator (other than in service Conciliator from the Company) shall be a fixed amount of Rs.25,000/-. The expenses will be reimbursed as per actuals. The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.
10.3	Arbitration: The disputes/differences shall be referred to a Sole Arbitrator to be appointed by Competent Authority of the Company and the seat and venue of Arbitration shall be at Visakhapatnam, Andhra Pradesh. The Fee payable to the Arbitrator shall be in line with the Fee Schedule at Fourth Schedule of Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/-. The costs towards incidental expenses for conducting the Arbitration proceedings and to the Arbitrators shall be born equally by both parties. The Arbitrator shall make a reasoned Award. Work under the contract shall be continued by the Agency during the arbitration proceedings unless otherwise directed in writing by the RINL or unless the matter is such that the work cannot possibly be continued unless the decision of the arbitrator is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the RINL shall be with-held on account of such arbitration proceedings unless it is a subject matter or one of the subject matters thereof.
10.4	No Interest shall be awarded by the Conciliator/Arbitrator in any Conciliation/Arbitration proceedings.
10.5	The Courts at Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over all matters of disputes and regarding this contract.
11.0	OTHERS TERMS AND CONDITIONS
11.1	It shall be deemed that the Service Provider is fully familiar with all the work connected with conducting E-auctions such as providing market information, price trends in domestic as well as International markets for the same/similar products, competitors prices as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. No claim shall be entertained for enhancement of the service charges on account of work involved or any ground whatsoever once the contract is awarded in their favors.
11.2	RINL shall neither assure nor guarantee any quantum of work that may be entrusted to

	the Agency for conducting E-auctions at any given time or throughout the period of the Contract. The Service Provider shall have no claim against RINL, in case any of his equipment / facilities or work force remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
11.3	If it comes to the notice of RINL at any stage right from request for tender document that any of the certificates /documents/details/information etc. submitted by a tenderer is false / fake / doctored, the tenderer shall be debarred from participation in all VSP tenders for a period of 3 years including termination of contract, if awarded. EMD / Security Deposit etc., if any, shall be forfeited. The tenderer/successful tenderer in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL shall also be terminated with attendant fall outs like forfeiture of EMD, Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL regarding this shall be final and binding.
11.4	Service Provider shall comply with all statutory provisions/requirements as specified /required by the statutory authorities, State and Central Governments with respect to taxes, duties, labour, safety and other relevant aspects. RINL shall not take any responsibility for any default by the tenderer regarding these aspects. The tenderers shall indemnify and keep indemnified RINL regarding this.

Annexure-4**To be quoted / filled on-line****Price Bid Format****Service Charges for conducting RINL's E-auctions**

(1)	(2)
Service Charges to be quoted in % of Transaction value (Transaction value means the quantity delivered/sold multiplied by the basic price quoted by the successful bidder)	%

Note: Service charges will be paid for the total transaction value for the quantity sold in a month through e-auctions. It may be noted that if the quoted price by the customer for a product is less than reserve price and subsequently sold at negotiated price, those quantities/transaction value sold through negotiations will not be eligible for payment of service charges to the service provider.

➤ The rates quoted above are inclusive of all taxes, duties, levies and other liabilities which are applicable to the **tenderer**, in connection with discharge of his obligations under this contract, but are exclusive of GST. **RINL** shall pay the GST claimed by the **successful tenderer** in the bills raised and as certified by **RINL**. (Refer clause no 7 of Terms and Conditions)

Annexure-5

**(ON NON JUDICIAL STAMP PAPER OF Rs 100/ PURCHASED IN THE NAME
OF EXECUTING BANK)
PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE
(FROM ANY SCHEDULE BANK EXCEPT GRAMEEN/COOPERATIVE BANKS)**

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:.....

Ref: VSP's Letter of Acceptance Ref No:.....

For Conducting RINL's E-auctions for sale of By Products , Secondary Products dealt by T&SSD (as specified in NIT).

Subject: Security Deposit

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam- 530031

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 and having one of its Branch Sales Office at(hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs...../- (Rupees.....) under the terms and conditions of the contract awarded vide Letter of Acceptance No._____ dated _____ (hereinafter called 'the said Agreement') made between the Company and M/s_____

_____ (hereinafter called "the Service Provider" for conducting RINL's E-auctions for sale of By products, Secondary Products dealt by T&SSD covered under the said agreement as a guarantee for the performance of the contract in terms of the said agreement as also for the due fulfillment of all the terms and conditions contained in the said agreement, on furnishing of a Bank Guarantee for Rs._____-/- (Rupees_____ only), we _____ (Name of the Bank) _____ (hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs...../- (Rupeesonly) against any loss or damage or

costs caused to or suffered by or that may be caused or suffered by you by reason of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the said agreement and in the event the Service Provider shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs...../- (Rupees.....only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default / defaults on the part of the .

2. Notwithstanding anything to the contrary, your decision as to whether the Service Provider has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs...../- (Rupees.....only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after the Service Provider had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Service provider under the said contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Service Provider or to postpone for any time or from time to time any of your rights or powers against Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs...../- (Rupeesonly) as aforesaid or extend the period of Guarantee beyond the said day of20.... Unless expressly agreed to by us in writing.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency reconstruction, or death as the case may be of the Service Provider.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.
9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of our substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed company or concern.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. The bank shall extend the BG for a suitable period at the request of VSP.
13. It shall not be necessary for you to proceed against the Service Provider before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Service Provider at any time or when proceedings are taken against us hereunder be outstanding or realized.
14. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch --- (mention the name and address of the Branch) at **VISAKHAPATNAM**.(VSP's controlling Branch city) and they shall honour such demand in any case not later than next working day.
15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
(A Govt. of India Enterprise)
Office of Regional Manager (By Products)
Room No 50, Project Office Complex
E-Tender for Service Provider

Ref.No..... Dt.....

LETTER OF ACCEPTANCE (LOA)

To
M/s. _____

Dear Sir,

Sub: Our E-Tender Notice No Dt.....for Appointment
of Service provider for conducting RINL's E-auctions for sale of By Products,
Secondary Products dealy by T&SSD

Ref: Your E-Tender Quotation no.dt..... in response to the
subject Tender Notice (All other relevant references)

- 1 Please refer to your above E-Tender Quotations opened on.....and also (strike out whatever is not applicable) the subsequent negotiation held on and/ or your correspondence dated
- 2 We have the pleasure to inform you that your above tender has been accepted by us. You are, therefore, requested to submit BG towards Security Deposit for performance of the contract for Rs to us on or before , the following documents, amongst others, as already stipulated in the Tender Terms.

Any other documents necessary as per the local conditions.

3. In the event of your failure to submit the above document(s) as specified at para 2 above within the prescribed time, the acceptance of your E-tender shall be withdrawn and the EMD deposited by you shall be liable for forfeiture /encashment by the company.
4. On your compliance of the above within the time and prescribed herein, agreement shall be signed .Till the date of signing the agreement, this LOA along with Tender, NIT, ITT, Terms and conditions, all other Annexures and the letters under reference shall be considered as contract.

Please acknowledge receipt.

Thanking you,
Yours faithfully,
For Rashtriya Ispat Nigam Limited

Regional Manager(By Products)

E-Tender for Service Provider

Ref. No.

Dt

COVERING LETTER FOR SUBMISSION OF TENDERS

To,
The Regional Manager(BP),
Office of Regional Manager (By Products)
Room No 50
“B” Block Project Office Complex
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant

Dear Sir,

Sub: E-TENDERFOR APPOINTMENT OF SERVICE-PROVIDER FOR
CONDUCTING E-AUCTIONS FOR BY- PRODUCTS AND SECONDARY-
PRODUCTS DEALT BY T&SSD ON BEHALF OF RINL, VISAKHAPATNAM
STEEL PLANT

1. Subject to the instructions and conditions given in the E-tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby E-Tendereragree for appointment of Service Provider for conducting RINL’s E-auctions for sale of By Products, Secondary products dealt by T&SSD . I/We hereby certify that I/We have examined and am/are familiar with all the provisions of this E-tender document and agree to abide by all the terms and conditions laid therein.
2. The following certificates/documents are enclosed:
Self-declaration stating that I have the resources to undertake the work envisaged in the E-tender.
Self-Declaration as to whether I have any relative within the meaning of Section 6 read with Schedule 1A of the Companies Act 1956, employed in any capacity in RINL.
All certificates/documents required to be submitted as per the E-tender notice.
This tender document with all pages intact and duly signed by the authorized person.
3. A sum of Rs. (Rupees) only is forwarded herewith as Earnest Money in the form of RTGS/NEFT/demand draft / PO / Banker's Cheque No./drawn on in favour of Rashtriya Ispat Nigam Ltd payable at
4. I/We agree to keep this e-tender open for a period of 120 (One Hundred Twenty) days from the date fixed for opening ***of the e-tender*** and the same cannot be withdrawn ***before*** the said period of 120 (One hundred Twenty) days.
5. I/We do hereby declare that the entries made in the e-tender document and the annexures /appendices attached there are true.

Yours faithfully,

Signature of authorized representative of Tenderer (Name of the authorized signatory):

Tenderer's address:Address:

Telephone no.

E-mailaddress

Signature of Witnesses

Address of Witnesses

1. _____

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

Sr. Branch Manager
BSO.....
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited
Address.....

Dear sir,

Sub: No claim certificate

I/We hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for conducting RINL's E-auctions for sale of By Products, Products dealt by T&SSD . I/WE have no claims against your company.

Bill No.

Date

Amount

Date:

(Signature of the Service Provider)

Place:

Name of the signatory:

Seal of the Company:

INTEGRITY PACT FORMAT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as “The Principal”,
And

..... hereinafter
referred to as “ **Service Provider/Bidder**”

Preamble

The Principal intends to award, under laid down organizational procedures, the work of conducting RINL’s E-auctions for sale of By Products and Secondary Products dealt by T&SSD section against NIT Ref No.....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 Conversion Agent.

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, 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:

- 10 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 for, or the execution of a contract, demand, take a promise for or 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 IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- 1 The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) 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(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) 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(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) 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(s)/Contractor(s), 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(s) 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 minimum period of six (6) months and 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 disqualification of the Bidder 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 disqualification of the Bidder, 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 anti-corruption 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) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and 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 CVO of RINL.

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

1. The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
2. In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / noncompliance so received by him to the IEM, already appointed or to be appointed for that case.
3. The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) 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 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. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
6. As soon as the IEM notices, or believes to notice, a violation of this pact, he will so 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 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 IPC/ PC Act.
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 agreement 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 agreement 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 agreement turnout to be invalid, the remaining part of this agreement remainvalid. In this case, the parties will strive to come to an agreement 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.

(For & On behalf of the Principal)

(For & On behalf of idder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2

(Name & Address)

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

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 2.0 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).
- 3.0 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.

4.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:

- 4.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
- 5.1.1 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.
- 5.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 5.1.3 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.

1.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:

6.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:

6.1.1 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.

6.1.2 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).

6.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted

6.1.4 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.

7.0 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.

8.0 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.

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in RINL.

1. Sri Venugopal Nair, IPS &Ex CVO-SAIL(Retd)
2. Sri SP Rao, Ex.MD, SAIL

(For details please see our website www.vizagsteel.com)

RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT
FORM OF AGREEMENT

This Agreement made this..... day of Two Thousand between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having its registered office at Main Administration Building, Visakhapatnam-530031 (AP), hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 or a firm / partnership firm having its registered office at..... hereinafter called the " Service Provider(SP)" which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the OTHER PART.

Whereas, pursuant to the Company's advertisement inviting tender for appointment of Agency/Service Provider to conduct e-auctions for selling of its By-products and Secondary Products dealt by Tender & Scrap sales Division (T&SSD), Service Provider vide his letter no _____ dated. _____ offered to do the job.

And whereas, by its letter no. _____ dated. _____ the Company accepted the offer of the Service Provider.

And whereas, it is *considered* necessary and expedient to set out the terms and conditions of appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Service Provider covenants and agrees with the Company that the Service Provider shall undertake to conduct e-auctions for selling of its By-products and Secondary Products dealt by Tender & Scrap sales Division (T&SSD) job on the terms, stipulations and conditions and in such manner and in all respects and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.
2. The documents set out below including those hereto annexed marked respectively Annexure 1 to 5 shall also form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.
 - i. Letter of Acceptance No..... Dated..... from the company.....
 - ii. Letter no..... Date..... from M/s.....
 - iii. Notice Inviting Tender at Annexure-1
 - iv. Instructions to tenderers at Annexure-2
 - v. Terms & Conditions of Service Provider - at Annexure-3

- vi. Price Bid at Annexure-4
 - vii. Bank Guarantee- Annexure-5
 - viii. Integrity Pact format at Annexure-9
3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Service Provider at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained herein and the documents/annexures as detailed at para.2.
 4. The contract shall be effective from and shall remain in force for a period of TWO year with a provision for extension by Six months at the sole discretion/option of the Company on the same terms and conditions and rates, unless terminated earlier by the Company.
 5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexure hereto.
 6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.
 7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.
 8. In case of any conflict between the Annexure-1 to 5, the Terms and Conditions of Contract at Annexure-3 will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance shall prevail over Annexure-1 to 5.
 9. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Visakhapatnam, Andhra Pradesh and only the Courts at Visakhapatnam, Andhra Pradesh shall have jurisdiction to determine the same.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of Rashtriya Ispat Nigam Limited at

Witness:
Name and Address

Signed, Sealed and Delivered for and on behalf of M/s.

Witness:
Name and Address