RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
ADMINISTRATION BUILDING (3rd FLOOR)
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

Telephone No: **+91 891 2518325/** **FAX No. : +91 891 2518753/**
e-mail: chandu@vizagsteel.com
vvsomaraju@vizagsteel.com

GLOBAL TENDER NOTIFICATION
Corrigendium no: 1 dt 15.092.17

Invitation To Tender (ITT) / RFX no. 2100005115/ FeV(25-70 mm) dtd. 11.08.2017of Ferro Vanadium (25-70 mm)

Sealed tenders/Offers are invited for supply of 110 MT of Ferro Vanadium (25-70 mm size)

Last date & time for receipt of Sealed Offers has been extended upto 06.10.2017by 10:30 AM (IST)
Kindly note that part quantity option has been enabled.
Price Bids to be submitted electronically through VSP's SR M portal: https://srm.vizagsteel.com/ before the due date & time mentioned above.

Tenderers who are interested to participate in this tender can download the tender document from our Website: **www.vizagsteel.com** (under MM - 'MM Tenders') 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 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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- EXECUTIVE DIRECTOR (MM)

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

INDEX

Invitation To Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

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

Telephone No. : +91 891 2518325 FAX No. : +91 891 2518753 /

GLOBAL TENDER NOTICE INVITING SEALED TENDERS FOR SUPPLY OF **FERRO-VANADIUM (25-70 mm)**

Invitation To Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites sealed tenders only from **Indigenous/Global suppliers** for supply of **Ferro Vanadium (25-70 mm size)**, confirming to Technical specifications at **Annexure -I** of tender documents.

1.2 **QUANTITY**: The PURCHASER intends to purchase **110 MT (One hundread and ten Metric Tons)** of **Ferro Vanadium (25-70 mm size)** conforming to Technical specifications at **Annexure-I** of tender document.

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1.3 **DELIVERY**: **The tentative schedule at which the supplier should effect delivery is @ 10 tons for the month of sept 2017, 30 Tons for the Month of Oct 2017, 30 Tons for the Month of Nov 17, 20 Tons for the month of Dec17 and 20 Tons for the Month of Jan 18 ,** or as indicated by RINL-VSP in Purchase Order (PO)/ LOA. However, RINL-VSP reserves the right to revise the delivery schedule depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.

1.3.1 The successful tenderers should commence delivery of material within **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.

1.3.2 In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.

1.3.3 VSP Reserves the right to reject Offers not meeting VSP's Schedule or to consider Offer with best delivery schedule(s).

1.4.0 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

1.4.1 Offers should be submitted in two parts as follows:

	Form of submision	Due date & time
Part A: Techno-Commercial Bid along with EMD / Bid Bond in original	**In Physical Sealed form, as per the instructions given in this Tender document**	**10:30 AM on 15.09.2017**
Part B: Price Bid / Price RFX Response	**To be submitted online/ electronically through VSP's SRM portal: https://srm.vizagsteel.com/**	**10:30 AM on 15.09.2017**

Date & Time of opening of Offers: After 10:30 AM on 15.09.2017
Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

1.4.2 RINL is employing **SAP-SRM 7.0** for Electronic Tendering System. **E- Price Bid / Price RFx Response to be submitted online/electronically through VSP's SAP-SRM portal https://srm.vizagsteel.com/**. User Manual is available in our portal and the Key Steps for submitting RFX Response is given at **Annexure-II** of this tender document. All enlisted/registered vendors of RINL would be provided User ID and Password for participating in RINL E-Tenders. If any new Bidder who wish to participate is not presently enlisted with RINL or not having User ID & Password can obtain the same by clicking on **"**New Vendor? **Initial Registration"** available in the home page of our SRM portal, by providing requisite details, well before the due date (i.e. deadline for submission of RFx Response).

1.4.3 RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal https://srm.vizagsteel.com/ with the same User ID and Password**. User manual for participation in e-auction is available in our portal mentioned above. In the e-auction, the bidders would be required to quote prices only on **LNITC (Landed Net of Input Tax Credit) basis**. Lowest **LNITC** price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow to the Auction Cockpit as **Auto Start Price** and will be visible in the system only after the Start time of SRM Live Auction.

1.4.4 **EVALUATION**: After the Live Auction is completed, composite price comparative statement is generated by the system considering the RFx Response Prices and Reverse Auction prices. Placement of order shall be considered on the TA & CA lowest L1 price (LNITC) so arrived.For imported offers Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative.For arriving landed net of Input Tax Credit in case of both Indigenous and Imported offers, illustration sheet is given 4.5.2 & 4.5.3 of Annexure -II. In case of foreign bidders LNITC Calculator would be provided in Auction document for bidders to arrive equivalent LNITC in Bidders Currency .

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

1.5.1 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 and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 17,50,000 (Indian Rupees Seventeen lakhs and fifty thousand rupees only**) or **US**$26930 (Twenty six thousand nine hundread and thirty US dollars) is submitted along with or prior to opening of Techno-Commercial Bid.

1.5.2 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) with a clause that BG is enforceable at their local branch in Visakhapatnam**.** Proforma of EMD BG is enclosed at **Annexure-V.** The Bank Guarantees from other Scheduled Banks (other than Nationalized Banks) should however be from the branch located in Visakhapatnam. The bonds established through Co-operative Banks are not acceptable. The **Bid Bond should be valid for 180 (One hundred and Eighty) days from the actual date of tender opening.** Tenders received without EMD/ Bid bond of requisite value will be summarily rejected**.** Bid money, if paid in cash, shall not accrue interest. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **Annexure-VA.**

1.6.0 Last date & time for receipt of Offers (in two parts): **10:30 Hrs. (IST) on 15.09.2017.** Techno-Commercial part of the Offer (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present. **E-RFX Response** submitted online through VSP's SRM Portal shall also be opened in SAP-SRM on the same day of opening of physical Techno-Commercial Bids. However, the E-Price Bids / Price RFX Responses shall be opened after technical and commercial evaluation of the Offers received. The date and time of E-Price bid opening and Live Auction in SAP-SRM (**likely on same day**) shall be intimated in advance to the tenderers whose Offers are found technically and commercially acceptable to VSP.

1.6.1 Offers received against this NIT / 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 due date, 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)

1.7 All the Offers shall be evaluated on LNITC basis to arrive at L1 price.

1.8 **No of Sources: : 01** The tendered quantity shall be taken from 01 Techno-commercially acceptable tenderer.. . In case the quantity offered by L1 tenderer is less than the tendered quantity then RINL at its sole discretion shall opt to increase the number of sources to tie-up the balance quantity subject to matching of TAL1 price by the tenderers in the order of ranking

1.9 Not-withstanding 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) as per prevailing guidelines of RINL subject to submission of documents as stipulated at **8.5** of Annx-II**,** as follows:

Purchase preference is accorded to Local and non-local **Micro & Small Entreprises** (**MSEs**) as mentioned below, subject to subject to submission of documents as stipulated vide clause 8**.5 of Annexure-II**. Further, the Global tender document shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.

Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L1 offer and they match the L1 offer.

The quantity shall be divided into **N+1 shares**, where N is the no. of sources. The distribution shall be done among the L1 tenderer and other eligible tenderers who are in the range of purchase preference and match the L1 price as below:

i) The L1 shall be awarded 2 shares of quantity, **except in cases** where L1 is not a Local MSE and there is/are eligible Local MSEs. In such cases, the lowest eligible Local MSE shall be awarded 2 shares of quantity and the L1 shall be awarded 1 share from any balance shares of quantity.

ii. One each of any balance shares shall be awarded to the other eligible tenderers in the order of preference given below (in the order of ranking within each preference category):

a) Local MSEs – Till the total quantity on Local MSEs equals or exceeds 50%.
b) MSEs – Till the total quantity on MSEs (including Local MSEs) equals or exceeds 20%
c) Others

Illustrative distribution based on the above principle can be downloaded from www.vizagsteel.com (**Annexure-IX** of 'Detailed Terms & Conditions of ITT' under 'MM Tenders' under 'MM').

i) Where there is/are eligible Local MSE/s and it is not possible to split the order, 18% of the order quantity shall be placed on the lowest eligible local SSI.

ii) **Quantity reserved for SC/ST MSEs**:
"20% from the 20% quantity (i.e. 4% of the tendered quantity) offered to the eligible MSEs shall be reserved for MSEs owned by SC/STs, who are eligible by being Technically and Commercially acceptable, quoting price in the range of Purchase Preference and matching the L1 price. In the absence of such agencies, the reserved quantity shall be met from other MSEs".

Executive Director (MM)

A0NNEXURE -I to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

TECHNICAL SPECIFICATION OF FERRO VANADIUM

MATERIAL : FERRO VANADIUM
SIZE : 25-70 mm
I) Technical Specification of Ferro Vanadium:
a) Chemical Specification
Vanadium : 50.0 % Min
Silicon : 1.5 % Max
Carbon : 0.5 % Max
Sulphur : 0.05 % Max
Phosphorous : 0.25 % Max
Aluminium : 1.5%Max
b) Physical
Size : 25mm to 70mm
SIZE TOLERANCE
+ 80 mm : Nil: No Payment for fraction +80 mm
+ 70 mm : 10% max; No Payment for fraction beyond 10%
- 25mm :10 % max out of which (-)10mm is 5% Max ; No Payment for fraction beyond 10% for (-)25mm and no payment for fraction beyond 5% for (-10mm).
Penalty shall be imposed for variation in Chemical Composition as follows:
1) For V
Below 50.0 % and upto 49.0 %: 3 % penalty of basic price
Below 49.0 % and upto 48.0 %: 6 % penalty of basic price
Below 48.0 % : Total rejection
2) For Si
More than 1.5 % and upto 3.0 %: Penalty of 0.2 % of the basic price for every 0.1 % increase
More than 3.0 % : Total rejection
3) For C
More than 0.5 % and upto 1.0 %: Penalty of 0.2 % of the basic price for every 0.1 % increase .
Above 1.0 % : Total rejection
4) For S
More than 0.05 % and upto 0.06 %: 2 % penalty on the basic price
More than 0.06 % and upto 0.07 %: 4 % penalty on the basic price
More than 0.07 % and upto 0.08 %: 6 % penalty on the basic price
More than 0.08 % and upto 0.09 %: 8 % penalty on the basic price
More than 0.09 % and upto 0.10 %: 12 % penalty on the basic price
Above 0.10 % : Total rejection
5) For P
More than 0.25 % and upto 0.30 %: 2 % penalty on the basic price

More than 0.30 % and upto 0.35 %: 4 % penalty on the basic price
More than 0.35 % and upto 0.40 %: 6 % penalty on the basic price
More than 0.40 % and upto 0.45 %: 8 % penalty on the basic price
More than 0.45 % and upto 0.50 %: 12 % penalty on the basic price
Above 0.50 % : Total rejection
6) For AL
More than 1.5 % and upto 3.0 %: 0.2 % penalty of the basic price for every 0.1 % increase .
Above 3.0 % : Total rejection
III) PACKING: 25 KGS DOUBLE GUNNY / HDPE BAGS ONLY"
IV) Test certificate shall be submitted from Government / Government Approved laboratories .
Note: The material delivered should be moisture free and dry.

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

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 as an approved Vendor for Ferro-Vanadium**, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing **"CREDENTIALS" and our RFX no. & date"**, along with Techno-Commercial Bid (Part-A):

For Indigenous Suppliers

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 Dea1er/ 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 **GST registration** copy and PAN card copy in the name of company in case of Limited companies or In the name of Individuals in case of Proprietary firms.

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

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

vi) Self-certified ISO certificate, if any.

IMPORT:

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

(ii) Se1f-certified financial worth and audited financial statements for the last three (3) years.

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

(iv) Self-certified ISO certificate if any.

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

Indigenous suppliers and iv in cases of imported suppliers 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.

Tenderers who are approved / enlisted Vendors of RINL for subject item need not submit Credentials to VSP for this tender. Further, the tenderers who have already submitted Credentials to VSP in response to VSP's Global tenders of Ferro Vanadium (issued in 2014), and whose Offers were considered for final evaluation and price bid opening, need not submit Credentials to VSP for the present tender.

1.1 DISCLOSURE OF PARTICULARS OF INDIAN AGENT, IF ANY:

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

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

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

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

There shall be compulsory registration of Indian agents with Purchaser. Information shall be sent to the Indian agents after they are registered.

The Indian agents commission if any should be included in the quoted prices and indicated separately.

Failure to furnish correct and detailed information as called for in sub para 7.1 herein above, will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.

In the event of an Agreement materialising, the terms of payment will provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission/remuneration, if any, payable to Indian agent. The Indian agents commission will be normally released in equivalent Indian rupees to the Indian agents after 90 (ninety) days of discharge of the cargo in India. A confirmation is to be given by the tenderer that the commission / remuneration to the Indian agent, shall be paid by RINL in India in Indian rupees.

The Indian agents shall represent only one Foreign Tenderer in the tender. In case, it is found that the Indian agent is representing more than one Tenderer then all the offers represented by this Indian agent will be rejected.

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

Tenderers who are Manufactures/Suppliers of **Ferro Vanadium** shall furnish the following along with the Credentials mentioned above:

a) Detailed information of the Manufacturer/Supplier in the prescribed format at **Annexure-X**.

b) A recent Test Report / 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 **Ferro Vanadium** 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 (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.

2.3 The tenderers should submit **Quality Assurance Plan** along with Techno-Commercial Offer for supply of **Ferro Vanadium** .

2.4 The tenderers are requested to fill up and submit the signed Check List for commercial T&C as at **Annexure - 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:

Nodal officer :	IEM
Shri Agni Mitra Bhatacharayya GM (MM-Purchase) Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Administration Building – 3rd Floor Visakhapatnam – 530031 Phone No : 0891-2518534 Fax No : 0891-2518753 E-mail: agnimitra@vizagsteel.com	**Shri Venugopal K Nair, IPS (Retd.)** Address: P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. **Contact numbers** : +91-484-2664223 09447500010 (Mobile) **E-mail** : vgknair@gmail.com
	Shri Siva Prasad Rao 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 : sivaprasadrao1950@gmail.com spr50@rediffmail.com

3.0 User Manual for E-bidding & E-auction in SAP-SRM

Open VSP's SRM portal https://srm.vizagsteel.com

User Manual in the home page of VSP's SRM portal by clicking on "Awareness on e-tendering for Vendors", is in general applicable for all e-tenders of VSP. Bidders may please take help of the same.

Summary of the steps to be followed, in brief, for present Open Tender (RFX), is given below:

- Existing Users / Vendors may Login with their SAP Vendor Code as User ID & corresponding Password.
- New Users/ Vendors may register by clicking on **"New Vendor? Initial Registration"** available in the home page of our SRM portal, by providing requisite details.
- Please go through page nos. **51 to 55** of the User Manual (**Awareness on e-tendering for Vendors) in case of any log-in problems.**
- After logging in, Click on "RFX and Auctions" tab
- Click on 'All(1)' against 'e-RFXs' and Click on 'Refresh'. Refer page numbers **13 to 21** of the User Manual (**Awareness on e-tendering for Vendors)**
- It displays the RFX Published by RINL-VSP. Check the RFX no., date and Submission deadline.

- Alternative is: Click on 'Show quick criteria maintenance' and Enter the RFX number in the Event Number field and Click on Apply. Then the required RFX will be displayed below.
- Click on the RFX number to enter in to the RFX (Display RFX). Check the basic details like Submission deadline, item and quantity etc
- Click on 'Technical RFX' (yellow button) to open C-Folder (a new window)
- Click on 'Publisher Area' in the C-Folder and download all the tender documents uploaded by VSP.
- Please do not log-off the C-folder. Only close it all times.
- After going through VSP's Tender document, Vendor may decide whether to participate or not in this RFX.
- Please click on 'Register' in 'Display RFX' page and provide your email-id as required. After this step, 'Participate ' Button will be enabled
- Please click on 'Participate' or 'Do not Participate' in 'Display RFX' page, as the case may be.
- After clicking on 'Participate', Click on 'Create Response'. Then 'RFX Response' (Offer) no. is generated by system and is displayed.
- Click on 'Save' to enter into your 'RFX Response' page.
- Click on Edit to enter / modify any data in your 'RFX Response' (frequently Use Edit, Check, Save and Refresh buttons while entering/modifying the data)
- Enter Offer Validity date against 'Quoted Validity Date' under 'Basic data' under 'RFX Information' tab.
- Enter Basic price after clicking on 'Details' button under 'Items' Tab, Taxes and duties in 'Item Conditions' & and also answer the 'Questions' under 'RFX Information'. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors)**
- Please upload the '**Technical Specification**' (**Annexure-I** of VSP's Open Tender document), duly signed and stamped by the tenderer, as a token of acceptance of same. Signed and scanned copy of this document is to be uploaded in the C-Folder, by clicking on 'Technical RFX Response' (yellow button) available in your RFX Response screen. Refer Page nos. **38 to 43** of the user manual (**Awareness on e-tendering for Vendors).**
- Please go through page nos. **44 to 50** of the User Manual (**Awareness on e-tendering for Vendors) for submitting your RFX Response finally.**

SRM LIVE AUCTION (REVERSE E-AUCTION): User Manual available in the home page of VSP's SRM portal by clicking on "Awareness on e-tendering for Vendors" may please be followed (at page numbers 56 to 65) to participate in SRM Live Auction.
Please go through the 'Browser & Java Settings for E-auction' and comply with the same, before participating in the SRM Live Auction.

Help Desk for SRM E-Procurement and E-Auction

1. **System related Queries :**

a. First Contact: **0891-2518646**, Shift In-charge, IT-ERP System Support Group

b. Second Contact: **1801425421124**, In-charge, SRM (works only from BSNL Landline or Mobile)
c. First Escalation**: +919701347736**, ARUN KUMAR S, Asst. General Manager (ERP)
d. Second Escalation: **+918500669882**, D RAMESH, Asst. General Manager (ERP)
2. **You can also write to :** srm_support@vizagsteel.com

For tender related queries, contact
A.ChandraSekhar (+91 9989244923) or VV Soma Raju (+91 9866009207)
chandu@vizagsteel.com or vvsomaraju@vizagsteel.com

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.

3.1.2 The techno-commercial bid should not contain any indication ofprices. Only technical details of the offered items. . It may be noted that Unit Price is to be quoted for each and every item of the RFx.In case of Imported items the price quoted should be on CFR basis. The prices quoted should be firm unless otherwise allowed specifically till completion of delivery.-- VITAL

3.1.3 GOODS AND SERVICE TAX(GST): Tenderers from the State of Andhra Pradesh should Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Also, the tenderers from Tenderers from India should be registered under GST and shall confirm submission of GST India shall indicate the GSTIN Number in the Invoice. Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST.

3.1.4 For IMPORTs: The tenderer should quote prices on **CFR-Visakhapatnam Seaport**, **India** basis, **as per Incoterms 2010, which is inclusive of** two components:

a) '**FOB- Load port/ Seaport of dispatch**' Price and
b) **Ocean Freight** from Load-Port to Visakhapatnam Seaport.

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

The tenderer shall indicate the following in Techno-Commercial Offer, for delivery on CFR basis:

a) Mode of Shipment i.e., **Break-bulk or in Container(s)**.
b) Quantity per Container on LCL/FCL basis.
c) Number of Lots in which the monthly scheduled quantity (**175 MT**) shall be dispatched i.e. in one Lot or Two Lots or Three Lots is to be specified.
d) Number of Containers required for each Lot of Shipment.

The CFR price and its components (FOB price and Ocean Freight) offered shall remain firm and fixed during the period of contract.

The Offers for Imported supplies should necessarily indicate the freight rate applicable per MT for shipping the material on CFR-Visakhapatnam Seaport basis in lots till completion of delivery and no change in freight offered shall be allowed. RINL/VSP reserves the right to exercise the option of FOB/CFR delivery while giving clearance for each lot of shipment.

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

3.1.6Any 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 RINL/VSP.

3.1.7 Tenderer's **GSTIN** number and PAN number are to be necessarily indicated in the Offer.

3.1.8Wherever the tenderers quote **GST** as NIL or at concessional rates (being SSI/MSE Unit or due to some other privilege available on the date of Offer) but reserves the right to charge at actuals on the date of dispatch, suitable loading would be done with maximum GST Rates as applicable.

3.2 Tenderers are requested to submit a **Blank Price Bid Proforma** prescribed at **Annexure-III** of tender document, duly mentioning the percentage of GST . **However, the Basic Price, Assessable Value and Landed Cost are to be left blank, as the prices will be submitted online through our SRM portal**.

4.0 TERMS OF PAYMENT:

For both Indigenous and Imported supplies: 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 60th day** (**21st day** for Local Micro and Small Enterprises and **45th day** for Non-Local MSEs, subject to submission of documents as stipulated vide clause No. 8**.5** of **Annexure-II**) from the date of **acceptance** of material at VSP.

4.1 Payment shall be made through NEFT/RTGS 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.

4.2 For Indigenous Supplies: Tenderers from India should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Also, the tenderers from India shall indicate the GSTIN Number in the Invoice. Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST

4.3 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

4.4 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL/VSP may possibly be exposed on account of such deviation. The decision of RINL/VSP in this regard shall be final. Since the

deviations that might be stipulated by the tenderer cannot be foreseen, the illustration given below is not exhaustive. RINL/VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL/VSP, have financial implications to RINL/VSP.

4.5 **100% payment through irrevocable Letter of Credit (LC)/ Cash Against Documents (CAD) is also allowed** upon presentation of documents specified at **Para 10.0** below. **VSP's acceptance GARN shall be one of the negotiable documents under L/C or CAD for payment.** All Bank charges **within India to VSP's account** and outside India are to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller

4.5.1 Illustration- I: (Deviation in payment terms)

Description	As per VSP's tender terms	**Deviation & corresponding Loading**
Payment terms	100% against accepted GARN on 60th day from acceptance of material at VSP.	**100% against L/C with 60 days** interest free **credit** period from the date of receipt and acceptance of material at VSP (**Seller's Bank charges to Seller's account**)
Landed Cost per Ton on FOR VSP Stores basis	**Landed Cost (say for example): Rs. 10,000/-**	
Loading on account of deviation in Payment terms		**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.**

4.5.2 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	**Deviation & corresponding Loading**
Payment terms	100 % against accepted GARN on 60th day from acceptance of material at VSP.	100% against L/C **payable at sight, against GARN, with zero credit period.** (**Seller's Bank charges to Seller's account**)

Landed Cost per Ton on FOR VSP Stores basis	**Landed Cost (say for example): Rs. 10,000/-**	
Loading on account of deviation in Payment terms		(i) 19% interest for 60 days on Landed value: **10,000*19%*60/365 = Rs. 312.33** (ii) L/C charges on Landed Value: **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.**

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.

4.5.3 Illustration for calculation of Landed Net of Input Tax Credit (LNITC) Price **for indigenous supply Offer**:

A	Basic Price (Rs./MT)	18.00
B	Quoted Freight & Insurance upto VSP Stores (Rs./MT)	2.00
C	GST @ 18% on **'A+B'** (Rs./MT)	18.36
D	Landed Cost (A + B + C) Rs./MT	120.36
E	Interest loading @ 19% per annum say for 30 days short credit offered (D*19%*30/365) Rs./MT	1.88
F	L/C opening charges, in case of L/C payment	0
G	18% Input Tax Credit (ITC) on GST (Rs./MT)	18.36
H	**LNITC** (D + E + F – G) Rs./MT	103.88

The loading towards interest for short-credit and L/C charges indicated above are subject to vary from time to time and shall be loaded as per the rates prevailing at the time of evaluation of Offers.

4.5.4 **ILLUSTRATION FOR CALCULATION OF 'LANDED NET OF INPUT TAX CREDIT' (LNITC),** in case of **IMPORT OFFER** :

1a	FOB-Load port price (**US$/MT**) Say for example US$ 970/MT	970
1b	Sea-Freight offered by Supplier (US$/MT) **Say US$ 30/MT**	30
1	**CFR-Visakhapatnam Seaport** price (**US$/MT**) **say**	**180.00**
2	**CIF**- Vizag seaport cost (**US$/MT**) after loading VSP's **marine insurance of 0.0354%** on CFR price	180.35
3	Exchange Rate as on one day before e-auction date (i.e. as on **11.08.2017**) **say for instance US$ 1 = INR 65.00**	65.00
4	CIF-Visakhapatnam Seaport cost (INR/MT) (2 * 3)	65023.01
5	Assessable Value INR/MT (4*1.01)	65673.24
6	Basic Custom Duty @ 5 % (5 * 5%) INR	3283.66
7	Education Cess @ 3% (6 * 3%) INR/MT	98.51
8	**IGST @ 18% on 'Ass. Value + BCD + Ed. Cess' INR/MT**	**12429.97**
9	GST @ 5% on Sea-Freight (1b*Exchange Rate*5%) INR/MT	97.50
B. Shipping Line Charges (Assuming 25 MT per Container)		
10	**Terminal Handling Charges: (INR/MT)**	306.80
	(i) For 20' Container	`6500.00 + GST @18%
11	**Container Cleaning & Maint charges: (INR/MT)**	165.20
	(i) For 20' Container	`3500.00 + GST @18%
12	**Misc charges: (INR/MT)**	259.60
	(i) For 20' Container	`5500.00 + GST @18%
13	**Documentation / Delivery Order Charges per Bill of Lading** (INR/MT)	42.36
	Assuming 20 MT per BL (tendered monthly quantity)	`718.00 + GST @18%
C. Container Freight stattion Charges (CFS):		
14	**CFS Charges : Assuming 25 MT per Container**	339.84
	(i) For 20' Container	`7200.00 + GST @18%
D. Custom House Agent Charges:		
15	Clearing & Forwarding charges per BL (INR/MT)	70.80

	Assuming 20 MT per BL (tendered monthly quantity)	`1200.00 + GST @18%
E. Inland Road Transportation charges from CFS to VSP Stores:		
16	For 20' Container (Without Container) INR/MT	139.49
	Assuming 25 MT per Container & GST(Service tax) @ 18%	Rs. 2955.35 + GST 18%'
17	**Landed Cost INR/MT (4+6+7+8+9+10+11+12+13+14+15+16)**	82256.74
18	**18% ITC on IGST (INR/MT)**	**12429.97**
19	**18% ITC against GST on Sea-Freight (INR/MT)**	**97.50**
20	**18% ITC on GST for Shipping line, Clearing & Forwarding charges i.e. from 10 to 16 above (INR/MT)**	**201.98**
21	**LNITC (17 – 18 – 19 - 20) INR/MT**	**69527.29**

However, the above taxes, duties and other charges at destination port are subject to vary from time to time and shall be loaded as per the rates prevailing at the time of evaluation of Offers.

Above duty structure and other charges at destination port are subject to vary and will be loaded as per the rates prevailing at the time of evaluation of Offers. .

5.0 **CURRENCY AND UNIT OF WEIGHT**: The price of FERRO VANADIUM offered per metric ton should be quoted in US Dollars or Euro only in case of imported offer and in INR Indian Rupees (INR) in case of indigenous offer.

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

7.0 **VALIDITY OF THE OFFER**:

7.1 Each tenderer shall keep his Offer firm and valid for acceptance by RINL for a period of **120 (One hundred and twenty) days** from the **actual** date of openings of tenders. **Offer comprises of Techno-Commercial Bid, online sealed E-Price Bid submitted in VSP's SRM portal, subsequent technical and commercial clarifications/ confirmations, if any, and the Bids submitted in Reverse e-auction (SRM Live Auction).**

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

8.1 Each tender shall be considered only if EMD/Bid money in Indian Rupees or US Dollars by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 17,50,000/- (Indian Rupees Seventeen lakhs and fifty thousand rupees only)/US 26930**$(Twenty six thousand nine hundread and thirty US dollars) is submitted along with or prior to opening of Techno-commercial Bid.

8.2 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) with a clause that BG is enforceable at their local branch in Visakhapatnam**.** Proforma of EMD BG is enclosed at **Annexure-V.** The Bank Guarantees from other Scheduled Banks (other than Nationalized Banks) should however be from the branch located in Visakhapatnam. The bonds established through Co-operative Banks are not acceptable. The Bid Bond should be valid for **180 (One hundred and Eighty) days** from the date of tender opening**.** Tenders received without EMD/ Bid bond of requisite value will be summarily rejected**.** Bid money, if paid in cash, shall not accrue interest. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **Annex-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 for the tendered item(s).

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

8.5 The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit Notary attested copy of valid SSI / MSE Registration Certificate / Entrepreneur Memorandum Acknowledgement Part-II / Udyog Aadhar Memorandum **issued by any of the following** for **the items / 'item category'** for which they are registered for availing the relevant benefits as stipulated.

MSEs participating in the tender must submit valid certificate of registration **with any one of the below agencies** indicating the details of the particular tendered item / 'item category' along with their Techno-Commercial bid. The Micro and Small Enterprise(s) not registered for the particular

item/ item category for which the tender is relevant, will not be eligible for any exemption/preference. The **registration certificate issued from any one of the below agencies must be valid as on tender opening date** (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

a) For all MSEs:

i. District Industries Centre, (Acknowledgement of Entrepreneur Memorandum EM Part II)
ii) Khadi & Village Industries Commission
iii) Khadi & Village Industries Board
iv) Coir Board
v) National Small Industries Corporation (NSIC)
vi) Directorate of Handicraft & Handloom
vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises.

b) For Local MSEs:

i. District Industries Centre of Visakhapatnam
ii) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e. units located within 100 kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre.
iii) NSIC registered units and other MSEs falling within the above jurisdictions i.e. in (i) or (ii) above.

MSEs owned by SC/ST entrepreneurs are required to submit supporting documents like caste certificate (duly notarized) of the Proprietor / Partners issued by the Tahsildar / MRO / Magistrate or any Government authorized department.

8.5 The EMD / Bid Bond shall be forfeited:

a) if a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or

b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause **9.0** (below) of Annexure - II of the Tender document.

9.0 PERFORMANCE GUARANTEE BOND:

9.1 The successful tenderer should submit Performance Guarantee Bond so as to be received in the office of Dy.General Manager (MM-Purchase), RINL/VSP **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 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 total PO quantity 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.

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 of 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 of this tender document are not acceptable to VSP and such offers are liable for rejection:

(a) Specification, (b) Submission of EMD/Bid bond and Integrity Pact, (c) Weighment, (d) Inspection / Sampling and Analysis (e) Total Rejection (f) Performance Guarantee Bond (g) Packing (h) Liquidated Damages (i) Risk Purchase

11.0 **INSTRUCTIONS FOR SUBMISSION OF OFFERs:**

11.1 The detailed Offer together with its enclosures should be submitted as Part-A: Techno-Commercial Bid in a sealed envelope. Part-A should contain all details on technical specifications, commercial terms & conditions, other documents/credentials, EMD/ Bid Bond, confirmations and deviations, if any.

Part-B: **Price Bid to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time**.

11.2 Each page of the Offer (Techno-Commercial Bid) 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 (Techno-Commercial Bid) should be signed by the authorised officer(s) of the Tenderer.

11.4 The techno commercial bid together with its enclosures should be placed in an envelope which should bear the following superscription: **"Part-A: Techno-Commercial Bid in response to Global Tender ITT/ RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017".**

11.5 The Sealed envelope referred above should be addressed to the **Executive Director (MM), Administration Building – 3rd Floor, Material Management Dept. (Purchase), Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India.** The name and address of the Tenderer should be mentioned on all the sealed envelopes.

11.6 Last date for receipt of Sealed Techno-Commercial Offers as well as online Price Bids is **10:30 Hrs (IST), on xx/xx/2017.** The physical Techno-Commercial bids and the RFX Responses submitted online in VSP's SRM portal shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. **The date and time of opening of E-Price bid opening and SRM Live Auction shall be intimated separately** at a later date to technically and commercially accepted tenderers.

11.7.0 Evaluation of Offers:

11.7.1 RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal https://srm.vizagsteel.com/ with the same User ID and Password**. User manual for participation in e-auction is available in our portal mentioned above. In the e-auction, the bidders would be required to quote prices only on **LNITC (Landed Net of Input Tax Credit) basis**. **LNITC (Landed Net of Input Tax Credit) price basis**. **Lowest LNITC price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow to the Auction Cockpit as 'Auto Start Price'** and will be visible in the system only after the Start time of SRM Live Auction.

.For imported offers Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative.For of arriving landed net of cenvat price

in case of both Indigenous and Imported offers, illustration sheet is given 4.5.2 & 4.5.3 of Annexure -II. In case of foreign bidders LNITC Calculator would be provided in Auction document for bidders to arrive equivalent LNITC in Bidders Currency .

11.7.2 After the Live Auction is completed, composite price comparative statement is generated by the system considering the RFx Response Prices and Reverse Auction prices. Placement of order shall be considered on the TA & CA lowest L1 price (LNITC) so arrived.

11.7.3 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.

a) **Non submission of complete offers, appending signature on the offer and the prescribed formats**.

b) **Receipt of Offers after due date & time and or by e-mail/ fax**

c) Non-submission of signed Integrity Pact.

d) Non-submission of EMD/Bid bond, wherever applicable

11.8 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.

12.2 **In case any discrepancy/omission/incompleteness is observed in the Price Bid submitted, a strict view shall be taken by RINL-VSP without any relaxation. Such Offers shall not be considered for evaluation and shall be summarily. Hence, Price Bids are to be submitted with due care and attention.**

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

15.0 **Authorisation**

15.1 Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender opening / price bid opening.

16.0 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.

ANNEXURE-III to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

BLANK PRICE BID PROFORMA

BLANK PRICE BID PROFORMA (FOR INDIGENOUS SUPPLIES)

1. Name of the Tenderer : To be filled

2. Address : To be filled

3.1 **Price break up in case of Inter-State Sale**:

A	Basic Price (Rs./MT)	To be left blank
B	Quoted Freight & Insurance upto VSP Stores (Rs./MT)	To be filled
C	**IGST PERCENTAGE on 'A + B'**	To be filled **(%)**
D	Landed Cost (A + B + C) Rs./MT	To be left blank

3.2 **Price break up in case of Intra-State Sale (i.e. within Andhra Pradesh)**:

A	Basic Price (Rs./MT)	To be left blank
B	Quoted Freight & Insurance upto VSP Stores (Rs./MT)	To be filled
C	**GST PERCENTAGE on 'A+B'**	To be filled **(%)**
D	Landed Cost (A + B + C) Rs./MT	To be left blank

4. **GSTIN of the Bidder** : _____

5. **HSN code of the item offered** : _____

Name and Signature of the Tenderer

Note: 1) Blank 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) This Price Bid proforma with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, the percentage of applicable Taxes, Freight amount **(included in Basic Price / extra**) are to be mentioned. **Prices are to submitted online in the RFX Response through VSP's SRM portal only. Price offered in the Item Details of RFX Response shall be binding.**

ANNEXURE-III to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

BLANK PRICE BID PROFORMA(Imported Suppliers)

1. Name of the Tenderer : To be filled
2. Address : To be filled

3. Country of Origin of commodity : To be filled

4. FOB-Load port / Seaport of dispatch (Incoterms 2010) :
   Price per Metric Ton (in words as well as in figures) **USD/EURO** To be left blank

5. CFR-Visakhapatnam Seaport, India (Incoterms 2010) :
   Price per Metric Ton (in words as well as in figures) **USD/EURO** To be left blank

   Break-up of CFR price:
   FOB price / MT : **USD/EURO** To be left blank

   Sea Freight per MT : **USD/EURO** To be filled

6. Name of Load-Port / Sea-port of dispatch for FOB/CFR delivery : To be filled

.

.....
Signature and Name of the Tenderer

Note: **Note**: 1) Blank 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) This Price Bid proforma with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, the **Sea-fright per MT included in the offered CFR price is to be mentioned**. **Prices are to be submitted online in the RFX Response through VSP's SRM portal only.**

ANNEXURE-IV to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

CHECK LIST TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO - COMMERCIAL BID: PART-A OF 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			
2	Quantity offered	To be confirmed as per Para **1.2** of tender notice		
3	Technical specification	To be confirmed as per **Annx-I** of ITT		
4	Delivery schedule & Commencement of supplies	To be confirmed as per Para **1.3 & 1.3.1** of tender notice		
5	Payment terms	To be confirmed as per Clause **4** of Annx-II of ITT & Cl. **5** of Annex-VII of ITT		
6	Bid Bond / EMD	To be confirmed as per Cl. **8** of Annx-II of ITT		
7	Quality Assurance Plan	To be submitted as per Cl. **2.3** of Annx-II of ITT		
8	Price Basis	To be confirmed as per Cl. **3** of Annx-II & class 19 of Anexxure VII of ITT		
9	Price firmness	To be confirmed as per Cl. 4 of Annx-VII of ITT		
10	Insurance	To supplier's account		
11	Packing	To be confirmed as per Cl. 25 of Annx-VII of ITT		
12	Validity of Offer	To be confirmed as per Cl. **7** of Annx-II of ITT		
13	Weighment	To be confirmed as per Cl. **1** of Annx-VII of ITT		
14	Inspection	To be confirmed as per Cl. **2** of Annx-VII of ITT		
15	Total Rejection	To be confirmed as per Cl. **3** of Annx-VII of ITT		
16	Test cum Guarantee certificate	To be confirmed as per Cl. 3.1 of Annx-VII of ITT		
17	Liquidated damages	To be confirmed as per Cl 8 of Annx-VII of ITT		
18	Default	To be confirmed as per Cl. 7 of Annx-VII of ITT		
19	Risk Purchase	To be confirmed as per Cl. **9** of Annx-VII of ITT		
20	Arbitration & Jurisdiction	To be confirmed as per Cl. **16** of Annx-VII of ITT		
21	Force Majeure	To be confirmed as per Cl. **15** of Annx-VII of ITT		
22	Performance Guarantee Bond	To be confirmed as per Cl. **9** of Annx-VII of ITT		
23	Evaluation of Offers	To be confirmed as per Cl. **11.7** of Annx-II of ITT		
24	Other T&C of ITT / VSP's GCC	To confirm acceptance		
25	Submission of GST Invoice	To confirm acceptance as per Cl. 4**.2** of Annx-VII of ITT		
26	Signing of Integrity Pact	To confirm as per Cl. **2.5** of Annx-II of ITT		
27	Country of Origin	To be confirmed.		
28	Load port details	To be confirmed		
29	Indian Agent details	To confirm as per Cl 1.1of Annx-II of ITT and Pg 47&48 of tender document		

……..

Signature and Name of the Tenderer

ANNEXURE-V to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

PROFORMA OF BANK GUARANTEE FOR 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,
Admin 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 **Globa**l **Tender ITT / RFX no. 2100005115/Fe V(25-70 mm) dtd. 11.08.2017**(hereinafter referred to as the said Invitation to Tender) for purchase of **Ferro-vanadium (25-70 mm size)** 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 upto ……. as guarantee that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL for a period of 180 (One Hundred and Eighty) days from the date of opening of tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering **5% (Five percent)** of the Landed Cost of the Order placed by RINL, within 30 (Thirty) 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 **Ferro-Vanadium** on the basis of (**)FOR VSP Stores / FOB /CFR. NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur (**) Rs…… (Rupees……...).

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

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

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

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

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

For and on behalf of

_____
(Name of the Bank)

Signature
Name & designation
( )
Duly constituted attorney and authorized signatory

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

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: Rfx 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 singing 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 shall be accepted only when reply to all the above are 'Yes'.

Name & Signature of the Tenderer

Date: ……

ANNEXURE-VI to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER

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

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

Dear Sir,

Ref: Your **Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017**
.

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

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

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

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

Our other responsibilities are as follows:

Information regarding the name of new agent /dealer/ stockist/ distributor, in case of change.
Other responsibilities: …….
(To specify, if any)

Our agent/ dealer/ stockist/ distributor's responsibilities are as follows:
(To specify, if any)

Yours faithfully,

For and on behalf of M/s _____ (Name & Signature of 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)

ANNEXURE-VII to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

TERMS & CONDITIONS OF ACCEPTANCE TO TENDER

1.0 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.

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

2.0 INSPECTION (SAMPLING & ANALYSIS) :

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 Square 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**.**

IMPORT: Inspection of quality shall be done by mutually acceptable independent inspection agency, after the material has arrived at VSP Stores. The independent inspection agency shall be appointed by the Seller and charges shall be fully borne by the Seller. The inspection certificate issued by the inspection agency for quality will be final and binding on Seller and Buyer. Quantity as received and certified at VSP Stores (Ref. Cl.1.0 above) shall be final.

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

3.0 **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.

3.1 TEST cum GUARANTEE CERTIFICATE:

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

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.

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4.0 PRICE FIRMNESS: Price 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^{th} day (21^{st} 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 acceptance 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.

5.3 **In case of Imports** L/C payment shall be for 100% value of the material supplied on due date upon presentation of documents specified at of **Annexure – XI** of Tender document document .All Bank charges within and outside India are to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller. In case of L/c Payment suitable loading, as explained at para 4.5 , will be made while evaluating the offer

6.0 The Seller shall despatch materials on door delivery basis clearly indicating the GST code and HSN code in the invoice...

7.0 **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 **15.0** herein below.

8.0 **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.

9.0 **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 **7.0** 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.

10.0 **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.

11.0 **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.

12.0 **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.

13.0 **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.

14.0 **WAIVER**:

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

15.0 **FORCE MAJEURE**:

15.1 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.

15.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in para **15.1** herein above, it is hereby mutually agreed

between the PURCHASER and the SELLER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the 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.

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16.0 **ARBITRATION AND JURISDICTION:**

16.1 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.

16.2 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.

17.0 **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.

18.0 **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.

19.0 **SUBMISSION OF OFFERS**:

IN CASE OF INDIGENOUS OFFER: It may be noted that Unit Price is to be quoted for each and every item of the RFx.As regard to taxes andduties a seperate provision has

provided to enter the same.In case the freight is exlcusive,thenthe freight charges only is to be clearly mentioned in the commercial questionnaire.. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actual 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.

IN CASE OF IMPORTED OFFER: : It may be noted that Unit Price is to be quoted for each and every item of the RFx The tenderer should quote price basis, as per Incoterms 2010.

CFR- Visakhapatnam seaport,India

The break up of CFR price should contain FOB price/MT and SeaFreight /MT

However, PURCHASER at its option reserves the right to place the order on either FOB Loadport or CFR, Visakhapatnam Port, Visakhapatnam, India basis.The Tenderer shall indicate the mode of shipment i,e. Break-Bulk or in container(s). inTechno Commercialbid

The supplier from Imported source should necessarily indicate the freight rate/Unit in the commercial quaetionnaire. RINL/VSP reserves the right to exercise the option of FOB/CFR while giving clearance for each lot of shipment..

21 **PACKING & MARKING**:

21.1 **PACKING**:

21.2 **INDIGENOUS :** The material should be securely packed in New non-returnable 25 Kg. Double Gunny / HDPE bags. The bag should be properly stitched and sealed. The bags should also be stenciled in ink the "ITEM NAME AND THE SUPPLIER'S NAME". The packing should avoid fines generation and contamination from foreign particles/moisture.

21.3 **IMPORT**: Material should be packed in suitable New non-returnable sea worthy 25 kg Double Gunny / HDPE bags or should be packed in New non-returnable One Metric Ton HDPE bags.

. The Supplier shall include and provide for securely protecting and sea worthy packing the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at Purchaser's site under conditions which may involve multiple handling, transport by ship, rail and road,

storage, exposure, to heat moisture rain etc. Wherever considered necessary, the Purchaser or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Supplier shall carry out the same free of charge. All packing shall allow for removal and checking at site.

21.4 **MARKING**:

21.5 All packages shall be clearly and properly marked in English language with indelible paint stencilling. All previous irrelevant markings shall be carefully obliterated. The Supplier shall ensure that the following are clearly and legibly stencilled with good quality non-fading paint on the packages.

a) Name and address of the Consignee : Rashtriya Ispat Nigam Ltd.
Visakhapatnam Steel Plant,
Visakhapatnam 530 - 031
Andhra Pradesh, INDIA.

b) Name of the Supplier :
c) Order No. :
d) Description :
e) Quantity :
f) Package number :
g) Gross and nett weights :
h) * Port of loading & unloading :

21.6 **PACKING LISTS (IN CASE OF IMPORT)**:

21.7 Each package shall have a detailed packing list quoting specifically the name of the Seller, number and date of the order, the name of the Purchaser and the description of the stores and the quantity contained in the package. Duplicate copy of the packing list shall be put in a water proof envelope and fastened securely to the outside of the package.

21.8 Notwithstanding any thing stated in this Article, the Seller shall be entirely responsible for loss, damage or depreciation to the materials occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

22.0 **MARINE INSURANCE (IN CASE OF IMPORT OFFER)**:

22.1 The insurance is to be arranged by the Purchaser. Within 5 working days of shipment, the supplier shall furnish by fax / e-mail the following particulars of the shipment to the Underwriters of the Purchaser:
(a) Purchaser Order Number, (b) Purchaser's Marine insurance open cover number, (c) Name of the vessel, (d) Port of shipment, (e) Date of sailing of the vessel from port of shipment, (f) Bill of Lading number and date with description of the materials, (g) number of packages/ bundles/ containers, (h) quantity shipped including gross and net weight, (i) invoiced value of the materials shipped, (j) port of discharge.

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

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

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

24.0 **IMPORT**: To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied

25.0 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

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ANNEXURE-VIII to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

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

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

To
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant

Bank Guarantee No. _____ 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 **Ferro-Vanadium** (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 delivery 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), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

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

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

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

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

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

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

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

FOR AND ON BEHALF OF
(Name of Bank & Branch)
Signature:

Name & Designation:
DULY CONSTITUTED ATTORNEY& AUTHORISED SIGNATORY

ANNEXURE- IX to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

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 Ferro-Vanadium (25-70 mm Size) in response to Global Tender ITT / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

(1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

(3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

(5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.

(6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

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

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

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

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

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,

(2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.

(4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

(5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.

(6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.

(9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.

(10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

(1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

(1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

_____ _____

(For & On behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal)

Place: _____

Date: _____

Witness 1: _____

(Name & Address)

_____

Witness 2: _____

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

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

1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).

1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

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

2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:

2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

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

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

3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).

3.1. 3 The amount of commission/remuneration included for bidder in the price (s) quoted.

3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.

4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.

4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

ANNEXURE- X to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

	FORMAT FOR FURNISHING SUPPLIER DATA	
1	**Supplier Code**	
2	**Name of the Unit**	
3	**Communication Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	**Registered Office Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	**Works Address: street / city**	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organization only)	
7	Constitution of the Firm	Private Ltd./ Public Ltd./ Partnership/ Prop.
8	Status of the Firm	Micro / Small / Medium / Large scale /Dealer / Trader.
9	Name & Designation of CEO / Director/ Proprietor	
10	**Sales Tax Registration:**	
	a) CST/State Sales Tax	
	b) Regn. No. & Date	
11	**VAT Registration :**	
	a) VAT Supplier/Dealer - TIN	
	b) TOT Supplier/Dealer - GRN	
	c) Un-Registered Supplier/Dealer	
12	**Excise Registration:**	
	a) ECC Code :	
	b) ECC Zone :	
13	**Income Tax Registration:**	
	a) PAN / GIR No. :	

14	**Details of Plant & Equipment**	
	a) Product Mix & Product Capacity	
	Present Annual Production Capacity for tendered item	
	Actual production in last three years:	
	2014 - 2015 :	
	2015 - 2016 :	
	2016 - 2017 :	
	b) Turnover	
	2014 - 2015 :	
	2015 - 2016 :	
	2016 - 2017 :	
15	**Industry Registration validity Date**	
16	**Any Group Company / Sister Concern registered with RINL/VSP**	Yes M/s **……** No

Signature :

Designation :

Office Seal :

Note :(Please submit documentary proof in support of the data)

ANNEXURE-XI to Global Tender (ITT) / RFX no. 2100005115/FeV(25-70 mm) dtd. 11.08.2017

SHIPPING DOCUMENTS (IN CASE OF IMPORT OFFER):

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

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

				of shipment to the main office of the Purchaser and underwriters	copies
			9.	Seller's certificate confirming despatch of advance set of documents which also includes (1/3) original B/L within 7 working days from the B/L date	3 signed copies
			10	Goods acceptance/rejection note(GARN) issued by purchaser.	1 copy.

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