RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

Volume-I of tender document downloaded from www.vizagsteel.com by

Messers: _____

_____

_____

_____

(Signature and seal of the tenderer)

The Bid Money / Bid Bond is remitted with the tender by

BG / DD / Banker Cheque No._____ dated _____ for

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

Global Tender for Supply of `Sea Water Magnesite (MgO-97% Minimum)'

Broad Description of Tender Documents

S.No	Description	Pages
Volume-I:		
1	Global Tender Notice	3
2	Invitation to Tender	4-5
3	Instructions to Tenderers (Part-I)	6 - 24
4	Proforma for Letter of Assurance from Producer (Annexure-I A to Part-I)	25
5	Proforma for Letter of Authority from Producer (Annexure-I B to Part-I)	26
6	Proforma for Technical Specifications (Annexure-II to Part-I)	27
7	Proforma for Declaration regarding Indian Agent (Annexure-III to Part-I)	28 – 29
8	Proforma for Letter of Acceptance of RINL's terms and conditions of tender (Annexure-IV to Part-I)	30 – 31
9	Proforma for Declaration of Particulars (Annexure-V to Part-I)	32 – 33
10	Proforma for Checklist for Credentials (Annexure-VI to Part-I)	34
12	Proforma for Bid Bond in the form of Bank Guarantee (Annexure-VII to Part-I)	35 – 37
13	Draft Terms and Conditions of Order	38 – 51
14	Proforma for Performance Guarantee Bond in the form of Bank Guarantee (Annexure-I to Draft Terms)	52 - 54
15	Integrity Pact (Annexure-II to Draft Terms)	55 – 59
16	Proforma for Declaration regarding Income Tax towards foreign payments	62 - 63

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

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GLOBAL TENDER NOTICE FOR SUPPLY OF `SEA WATER MAGNESITE (MgO-97% MINIMUM)'

Global Tender No. 2100006721 Dated 05.04.2018

1. Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invite bids for supply of **3,000 (Three Thousand) Metric Tonnes of `Sea Water Magnesite (MgO-97% Minimum)'** as per the specifications given in the tender document. The delivery shall be made as per the schedule indicated in the tender documents.

2. **Last date & time for receipt of Tenders: 27.04.2018 by 10.30 HRS (IST). Price Bids to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time mentioned above.**

3. Tenderers who are interested to participate in the tender can download the tender document from the website www.vizagsteel.com. In case of difficulty in downloading of tender document, the tender document shall be sent by e-mail free of cost on written request from the tenderer. **The Tenders should refer to RINL's website regularly for any Corrigendum / Addendum.**

EXECUTIVE DIRECTOR (MM)

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

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
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Invitation to Tender for Supply of `Sea Water Magnesite (MgO- 97% Min.)'

Global Tender No.2100006721 Dt. 05.04.2018

1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites bids in Two Parts (Part– A: Techno Commercial Bid and Part-B: E- Price Bid) **for supply of 3000 Metric Tonnes of `Sea Water Magnesite' in conformity with the Technical Specifications given in the tender document at Annexure-II**.

2.0 **Delivery**: The deliveries to be performed in 6(Six) lots of 500MT each and shall be completed by October. 2018.**The tenderer shall undertake deliveries as per para 5.0 of Draft Terms and Conditions of Order**. However, the Tenderers may quote their earliest and best delivery schedule. VSP reserves the right to reject offers not meeting VSP's schedules / to consider offers with best delivery schedule(s).Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein.

3.0 **RINL / VSP intends to purchase the total quantity of3,000 Metric Tonnes against this tender from a single source**.

4.0 The offer should be submitted in a sealed envelope clearly superscribing "Tender for supply of Sea Water Magnesite (MgO - 97%Min.) against Tender No.2100006721 Dt 05.04.2018 at the office of EXECUTIVE DIRECTOR(MM), BLOCK-A, PURCHASE DEPARTMENT, ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM- 530 031 (A.P.) – INDIA. The tenders shall be received up to **10.30 Hours (IST) on 27.04.2018 (VITAL)** and Techno-Commercial part of the bid (Part-A) will be opened immediately thereafter in the presence of tenderers or their authorised (with letter of authorization) representatives of the tenderers who 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. The date of opening of E-price Bids / Price RFx responses of the Tenderers who have been Techno-Commercially found acceptable shall be informed later so as to enable them (or) their authorised representatives to be present at the time of opening, if they so desire

5.0 Each tender should be accompanied by a deposit of an Earnest money Deposit **(VITAL)** / Bid Money for **an amount of US$ 26870 (US Dollars Twenty Six thousand eight hundred and Seventy only) (or) INR 17,50,000 (Indian Rupees Seventeen Lakh**

Fifty Thousand only)*(or)* EURO 21890 (Euro Twenty one thousand eight hundred and Ninety only*)* by means of either a Account Payee Banker Cheque / Demand Draft (both subject to realization) or a Bid Bond in the form of a Bank Guarantee. In case of Banker Cheque / DD, the same shall be drawn on Scheduled Commercial Banks and Payable at Visakhapatnam. In case of a BG (as per format enclosed to this tender document), the same should be from any Scheduled Commercial Banks encashable at Visakhapatnam. Tenders received without Bid Money / Bid Bond of requisite value will not be considered by RINL / VSP. Banker Cheque / Demand Draft / Bonds drawn on or issued by Co-operative banks are not accepted.

6.0 The successful tenderer has to execute a **Performance Guarantee Bond** within fifteen days of issue of order in the form of a Bank Guarantee for 5% of the CFR Value in case of Imported Supplies (FOR VSP Siding / Stores value, in case of indigenous supplies).

7.0 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL / VSP on its website.

8.0 RINL / VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

9.0 Purchase preference will be given to the Indian Pubic Sector Undertakings wherever applicable as per Department of Public Enterprises, Government of India Guidelines / or any other Government of India guidelines in force.

10.0 Notwithstanding anything specified in this tender document, RINL in its sole discretion, unconditionally and without having to assign any reason reserves to itself the rights:

(a) To accept or reject the lowest tender or any other tender or all the tenders,

(b) To accept any tender in full or in part,

(c) To reject the offers not conforming to the tender terms.

PART – I OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE NO. 2100006721 Dt 05.04.2018)

INSTRUCTIONS TO TENDERERS

1.0 ELIGIBILITY:

1.1. The tenders received from the following categories of tenderers only, will be considered by RINL / VSP.

a) Established Sea Water Magnesite producers. Tenderers who are Producers shall furnish **in original** the Letter of Assurance as per proforma at **ANNEXURE-I A** of this Instructions to Tenderers.

(or)

b) Traders offering Sea Water Magnesite, duly backed by a Letter of Authority **in original** of the concerned Sea Water Magnesite producer, as per the proforma at **ANNEXURE-I B** of this Instructions to Tenderers, specifically authorizing the said Sea Water Magnesite Trader and no one else to make an offer in response to this Invitation to Tender.

1.2. **ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS**: If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents in a separate sealed envelope super scribing "**CREDENTIALS" and the ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the tender:

For Overseas Tenderers:

a) Notarised copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency in English Version.
b) Self Attested copies of Audited Financial Statements for the last three years of the Bidder (or) Mine Owner (or) Manufacturer.
c) Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder (or) Mine Owner (or) Manufacturer (not Compulsory) .
d) Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

For Indigenous Tenderers:

a) Notarised Statutory Manufacturing / Service Industry Registration Certificate i.e. EM-Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs (or) Notarised Copy of Certificate of Registration of shops and Establishments for a Dealer / Agent / Trader etc. (or) Notarised Copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.
b) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.
c) Notarised Copies of Excise, Sales Tax (CST, VAT), Service Tax Registration Certificates and PAN card copy in the name of the company in case of Limited companies or in the name of individuals in case of Proprietary firms.

d) Self-Certified Financial worth and audited financial statements for the last three (3) years.
e) Self-Certified Purchase orders/contract copies for the same or similar tendered item(s).
f) Self-Certified ISO certificate if any.

Note : " In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from the concerned Govt. Authorities for consideration with respect of Relaxation on prior turnover and prior experience i.e., w.r.to (d) to (f) above. The above is subject to the condition that the firm has the required manufacturing, testing & inspection facilities and the following documents are to be submitted:

i. Details of Manpower & Machinery (Self certified).
ii. Details of Testing & Inspection facilities available (Self certified).

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 necessarily accompany the above documents. The tender of such un-listed vendor shall be rejected, if RINL / VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished / to be furnished. **The decision of RINL / VSP in this regard is final and Binding**. Further, the tenderer is required to submit the duly filled in check list for credentials along with the tender. The check list format is enclosed at **Annexure VI** of this Instructions to Tenderers**.** The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 SPECIFICATIONS:

2.1. RINL / VSP requires Sea Water Magnesite as per the Technical Specifications mentioned in Column-3 of **ANNEXURE-II** of this Instructions to Tenderers. The tenderer is required to indicate in Column-4 of **ANNEXURE-II**, the realistic Guaranteed Maximum / Minimum specifications against each of these parameters. This will be treated as the Bidder's Specifications. If the Guaranteed Maximum / Minimum specifications of Sea Water Magnesite offered fall outside the Maximum / Minimum limits stipulated under Column-3 for these parameters, such offers are liable for Rejection.

2.2. Specifications offered in a manner superior to those desired by RINL / VSP will not receive any extra credit / weightage.

2.3. In the event of an Acceptance to Tender materializing, the supplies should be as per the specifications Guaranteed by the Bidder in Column-4 and included in the Acceptance of Tender / Agreement.

2.4. The Tenderer should submit a recent Test Certificate of not later than 6 months from the date of issue of tender issued by a reputed International Test House indicating the specific values (but not as a range of values) of all the parameters mentioned in the Technical Specifications at **ANNEXURE-II** of this Instructions to Tenderers.

3.0 SEA WATER MAGNESITE NOT SUPPLIED EARLIER TO RINL / VSP:

3.1. For the Sea Water Magnesite not supplied earlier to RINL / VSP, RINL / VSP may initially seek trial supply of a small quantity to ensure that it meets the stipulated specifications and is found suitable for use in RINL / VSP, before giving clearance for bulk supplies.

3.2. The decision of the RINL / VSP, whether the Trial Supply is suitable or not, even if it meets the stipulated specification, shall be final.

4.0 PRICES:

4.1. In case of Imported Supplies, the price offered should be quoted either in EURO (or) in US Dollars.The price of the MATERIAL offered should be quoted on the basis of FOB(Material in bags and stuffed into containers). **The freight rate shall also be quoted along with the FOB price (VITAL**). Tenderers must therefore quote **both FOB price** (Material in bags and stuffed into containers) and **freight rate** in the RINL SRM portal, as per instructions contained herein.

The FOB price (Material in bags and stuffed into containers) shall be quoted in the SRM portal in the 'Price' field and the said price shall be considered as "Price per MT FOB (Material in bags and stuffed into containers) with Port of loading as per techno commercial offer" and the "freight rate for Visakhapatnam" shall be mentioned in the 'Item Conditions'→'Other Charges'. **The CFR (Liner Terms), Visakhapatnam price will be arrived by summing up above quoted FOB and Freight rate**.

4.1.1. The shipments shall normally be arranged on FOB basis **However, at its sole discretion RINL / VSP shall take shipments either on FOB basis or CFR basis or part FOB and part CFR basis. Tenderers must therefore give break up of CFR Price into FOB price and Freight.**

4.2. In case of Indigenous Supplies, the price should be quoted in Indian Rupees per MT preferably on FOR VSP Stores basis (Please indicate the place of Ex-works and Despatching Station, in case of Price offer on Ex-works and F O R Despatching Station basis respectively) indicating the Basic Price per MT, exclusive of Taxes (GST etc.) and other levies.

Note : Applicable GST shall be indicated and will be paid extra on submission of tax invoice. **In case Tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition**

4.2.1. The Basic price on per Metric Tonne (of one thousand kilograms each) basis shall be quoted in the RINL SRM portal in the 'Price' field. **Note:**Tenderers may please note that no other price should be quoted in the RINL SRM portal other than Basic price in the 'Price' field under 'Items' tab.

The applicable Taxes (Nature of Tax (GST etc.) and percentage on basic price), Packing & Forwarding, Freight, Insurance and other charges(if any) on the basic price in terms of percentage of basic price should be clearly informed in the Techno-Commercial bid for computing the F O R VSP Stores price.

The F O R VSP Stores price will be arrived by summing up above quoted Basic Price, with applicable Taxes, Packing & Forwarding, Freight, Insurance and other charges(if any) as per techno commercial offer. **Format to be submitted by Indigenous bidders in this regard shall be as per the illustration given at 9.6.5 herein below**.

4.2.2. In case the freight and Insurance are not furnished, the loading for the same shall be as follows.

Insurance: 0.09% as per VSP's Open Insurance Policy

Freight charges:

(i) If the Weight of the tendered items is known,
Freight charges : VSP's approved Transporter's rates x Distance from the Tenderer's Despatch
Station / Town / City

(ii) If the Weight of the tendered items is not known,
Freight charges : 3% of basic quoted value if the Tenderer's Despatch Station / Town / City is at a distance of 750 Kms from Visakhapatnam and 5% of basic quoted value if the Tenderer's Despatch Station / Town / City is at a distance beyond 750 Kms from Visakhapatnam.

Note: (a) Distance from Tenderer's Despatch Station / Town / city to Visakhapatnam shall be obtained from Stores-Transport Section of VSP. (b) Door collection charges shall be loaded as per the VSP's annual contract with the Transporters if the weight of consignment is less than 3 MT

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.

4.3. **Offers without break up of CFR Price into FOB Price and Freight shall be not considered (VITAL)**.

4.4. The supplier from imported source should necessarily indicate the freight rate applicable for shipping the material in lots till completion of delivery and no change in freight quoted, whatsoever, shall be allowed. RINL / VSP reserves the right to exercise the option of FOB / CFR while giving clearance for each lot of shipment.

4.5. **The price quoted by the tenderer should be firm and fixed for the entire quantity offered(VITAL).**

4.6. Any revised bids received after the tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

4.7. In case, the Acceptance to Tender / Purchase Order / Agreement is finalized on Indian firm, who is importing from foreign source and quoted in foreign currency, the Acceptance to Tender / Purchase Order / Agreement shall be placed on **HIGH SEA SALES** basis and the payments shall be released in Indian Rupees considering the lower of the exchange rate considered for evaluation (or) **(ii)** the Closing Bid Rate as per Reutors as on the date of negotiation of L/C. In case of placement of Acceptance to Tender / Purchase Order / Agreement on Indian Firm on 'High Sea Sales basis', Taxes & Duties applicable if any, shall also be considered at actuals for arriving at Landed Net of Input Tax Credit Price (LNIP).

5.0 TAXES AND DUTIES:

5.1. <u>In case of Imported Supplies,</u> the successful tenderer shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside India. and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

5.1.1. As per the Income Tax rules in India, RINL / VSP shall report the details of any payment including any interest or salary of any other sum chargeable to tax, being made to a non-resident, not being a Company or to a Foreign Company. Hence, the Foreign Tenderers shall submit declaration as per the format at **Annexure – III** to Draft Terms and Conditions of Order along with Techno-Commercial Bid.

5.2. In case of indigenous supplies, the rate of taxes, duties and levies considered should be indicated separately. Any increase / imposition of taxes and duties shall be reimbursed at actuals and any decrease / withdrawal of taxes and duties shall be deducted based on the Documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of Tender. In case the increase / imposition of taxes and duties is during the extended period of contract, reimbursement shall not be made unless specifically agreed at the time of extension.

5.2.1. Successful tenderer making purchases shall be subjected to TDS provisions if any as per GST Act.

5.2.2. Further **Vendor/supplier shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.**

In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/supplier, including but not limited to non-payment of GST charged and recovered, non generation of E-Way Bill, non-filing of Returns, non-uploading/ improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/supplier shall indemnify RINL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the vendor/ supplier or from security deposit or any other amount available with RINL in the same contract or in other contracts including future contracts.

If any tax has been paid by the vendor/supplier in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

5.2.3. Tenderers GST Reg no etc are to be necessarily indicated in the offer.

5.2.4. **Tenderer should clearly indicate the extant Tax structure applicable for the Item.**

6.0 INDIAN AGENT COMMISSION:

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

a) The name and address of the Indian agent.
b) Details of services rendered by the Agent; 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, shall be furnished in **Annexure-III in terms of percentage of FOB price.**

c) Confirmation of the Tenderer that the commission / remuneration, if any, payable to his Indian agent, shall be paid by RINL / VSP in India in Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reutors on the previous working day of Bill of Lading (B/L) Date and shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification / law of the land. In addition, any other relevant detail as may be asked for by RINL / VSP subsequently, shall also be furnished by the Tenderer.

6.2. There shall be compulsory registration of Indian agents with RINL / VSP. Information shall be sent to the Indian agents after they are registered. The necessary 'Application Form' for registration of Indian Agent is to be downloaded from our web site www.vizagsteel.com under 'MM' menu and 'MM Tenders' sub menu. The application is to be submitted with necessary documents as contained therein along with the Techno Commercial Offer of the foreign Tenderer.

6.3. The Indian agent's commission, if any, should be included in the quoted prices and indicated separately in **Annexure-III in terms of percentage of FOB price.Further, the tenderer shall mention whether GST is applicable on the said Indian Agent Commission or otherwise. If applicable, the same shall also be included in the quoted FOB price.**

6.4. Failure to furnish correct and detailed information as called for in Clause No.6.1 herein above, in the proforma at **ANNEXURE-III** of Instructions to Tenderers, will render Tenderer's bid liable for rejection or in the event of an agreement materialising, the same is liable for termination by RINL / VSP. Besides this, there would be a penalty of banning business dealings with RINL / VSP or damage or payment of a named sum.

6.5. 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, which will, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Loadport for F O B shipments and Disport for C F R shipments.

6.6. The Indian Agent 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.

6.7. Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in the tender but not both. In case more than one offer is received from a Tenderer directly and alsothrough his agents, both the offers will be rejected.

7.0 STATEMENT OF DEVIATIONS:

7.1. Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **ANNEXURE-IV** of this Instructions to Tenderers, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL / VSP's terms and conditions in Techno-Commercial Bid – Part : A.

7.2. If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out

the deviations in the Statement of Deviations to be enclosed with the letter as **ANNEXURE-IV** of this Instructions to Tenderers. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL / VSP.

7.3. No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from VSP.

7.4. In case the deviation statement is left blank and / or any Bid is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Tender document.

8.0 LOADING ON ACCOUNT OF DEVIATIONS:

8.1. RINL/VSP evaluates technically and commercially accepted offers on Landed Net of Input Tax Credit (LNIP) basis. In case an offer with deviations is considered further, it shall be loaded suitably for the purpose of comparison with other offers. The loading shall be done based on the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final.

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

8.1.1. **Illustration – I: (Deviation in payment terms for Imported supplies)**

Description	As per Tender terms	As per deviation
Payment terms	100% value against Letter of Credit (L/C) within 60 days of acceptance of material at VSP.	100% value against Letter of Credit (L/C) at site
CFR PRICE		CFR Price: Rs.10,000/-
Loading per Tonne due to deviation in payment terms	20% interest (per annum) for 60 days on CFR Price	0.20*60*10,000/365 = Rs.328.767.

8.1.2. **Illustration – I: (Deviation in payment terms for Indigenous supplies)**

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP.	100% against L/C with 60 days interest and acceptance at VSP (All bank charges to Seller's a/c)
Landed cost on F O R VSP Stores basis		Landed cost: Rs.10,000/-
Loading per Tonne due to deviation in payment terms	Loading on LC Charges	Loading on LC charges shall be Rs 5,618 for First One Crore or part thereof of LC Value and additional Rs 5,618 each for each additional one Crore or part thereof of LC Value.

8.1.3. **Illustration-II: (Deviation in payment terms for Indigenous supplies)**

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 60 days of acceptance of material at VSP	100% against L/C at Site (All bank charges to VSP's a/c)
Landed cost on FOR VSP Stores basis		Landed cost : Rs.10,000/-

9.0 EVALUATION OF THE OFFERS:

9.1. The Technically and Commercially Acceptable offers will be evaluated on **Landed Net of Input Tax credit Price (LNIP) basis.** **Illustration for Calculation of LNIP is detailed at Clause: 9.6.5 below.**

9.2. For the purpose of comparison of Imported & Indigenous offers, offers for Imported Supplies shall be converted into INR by considering an exchange rate as per "Note" to LNIP illustration of Import offers at Clause 9.6.5 below.

9.3. RINL / VSP , after opening the Techno-Commercial bids / bid document, may seek in writing documents / clarifications **(except in case of EMD)** which are necessary for evaluation of the Tender / bid document from the Tenderers / bidders or issuing authority for confirmation of eligibility / pre-qualifications stipulated in the Global Tender.

9.4. There shall be no indication of Price in the Techno-Commercial bid, if prices are indicated there, such offers are liable to be rejected.

9.5. In case, any of the tenders specify multiple price optionsat the option of the tenderer,, although no such requirement is specified in the tender document, RINL / VSP shall consider the highestpriced option for the purpose of inter-se comparison and ranking among the tenderers (unless specifically mentioned in the tender document).

9.6. 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 Para 21.0 below. 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).

9.6.1. 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 LNIP (Landed Net of Input Tax Credit Price) basis. Lowest LNIP price arrived by the system from the Price RFX Responses i.e. E-Price Bids shall flow automatically to Auction Cockpit **as Start Bid Price** and will be visible in the system only after the Start time of SRM Live Auction.

9.6.2. RINL shall also have the option of conducting SRM Live Auction (Reverse E-Auction) in SAP-SRM platform**withoutStart Bid Price**as detailed above prior to opening of the Price RFX Responses i.e. E-Price Bids of all the Technically & Commercially Acceptable (TA & CA) Tenderers. All the TA & CA Tenderers would be required to participate in the reverse e-auction and the Tenderers would be required to quote prices only on the basis of Landed Net of Input Tax Credit Price (LNIP).

9.6.3. RINL will inform all the TA & CA Tenderers of the date and time of reverse e-auction for participation.

9.6.4. After the Reverse e-auction is conducted, the lowest bid tenderer shall submit the break up of LNIP in the format of our Illustration immediately after completion of reverse e-auction. The Price RFX Responses i.e. E-Price Bids of all the TA & CA Tenderers irrespective of their participation in the reverse e-auction , shall be opened in the system in two working days, so as to enable them (or) their authorised representatives to be present at the time of opening, if they so desire.

9.6.5. Based on the prices so received through reverse e auction and the E-Price Bids, a composite comparative statement shall be made (or generated by the system) considering the lower of prices of the E-Price Bids and reverse e-auction of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 price (LNIP) so arrived. A sample Calculation Sheet arriving at Landed Net of Input Tax Credit Price (LNIP) is as given below:

Sample Calculation of Landed Net of Input Tax Credit Price (LNIP) for Imported Offers:

S.No	Details	
1	FOB (Material in bags stuffed in Containers) – USD per T #	1,000.00
2	Freight ,Visakhapatnam – USD per T #	100.00
3	CFR (Liner Terms), Visakhapatnma Price - USD per T (S No 1 + 2)	1,100.00
4	CFR Price – Rs/T (S No 3 * Exch. Rate)	72600.00
5	Insurance – Rs 15 per Lakh *	10.89
6	GST on sl no.5 (S.No.5 * 18%)	1.96
7	CIF Price – Rs/T (S No 4+5+6)	72612.85
A	**DUTY STRUCTURE**	
8	Basic Customs Duty @ 5% (S.No. 7 * 5%)	3630.64
9	Social Welfare Surcharge (S.No. 8 * 10%)	363.06
10	–IGST (5% of S. No.7+8+9)	3817.62
11	–Total Duty Payable (S No 8+9+10)	**7557.18**
B	**SHIPPING LINE CHARGES** *	
12	Terminal handling charges @ Rs.6500 per 20 ft container	270.83
13	Container cleaning charges & Maint. Charges @ Rs.3500 per 20 ft container.	145.83
14	Misc. Charges @ Rs. 5500 per 20 ft container	229.17
15	Documentation / DO Charges per B/L (Assmg 4 B/L)	213.00
16	CFS charges at Visakhapatnam @ 7200 per 20 ft container	300
17	C&F Charges @ Rs.1200 per B/L	36.00
18	Inland Transportation from CFS to Stores @ Rs.2970.16 per container	123.96
19	**TOTAL HANDLING CHARGES**	1322.79

20	**GST on Handling Charges (18% of S.No. 19)**	**238.10**
21	**Handling Charges including GST (S. No. 19 + 20)**	**1560.89**
22	**L/C Charges (Rs. 5618 for 1 Crore of CFR Value)**	**40.79**
23	**GST on Ocean Freight (5% of S.No. 2)**	**330.00**
24	**Landed Cost – Rs/T** (S No 7+11+21+22+23)	**82368.56**
25	Landed Net Of Input Tax Credit (LNIP) Price Rs. /T (S.No. 24-6-10-20-23)	77968.17
26	**Landed Net of Input tax Credit Price USD/T** (S.No. 25)/Exch.Rate.	**1181.3359**
27	**Exchange Rate: I USD = Rs.**	**66.00**

Note: Exchange rate (the 'M' rate {Forex Market Rate as obtained through RINL appointed Financial Services Company}) one working day before schedule date of Reverse e auction) as available in the auction screen at the time of Reverse e-auction shall be considered for evaluation of the offers of both Reverse e-auction and Sealed Price Bids for making the composite comparative statement.

In case RINL opts for only E- Price Bids, Exchange rate ('M' rate) as on the date of opening of E- Price Bids shall be considered for evaluation.

For Indigenous Suppliers:

INDIGENOUS OFFER WITH GST		
		GST
		Rs.
1	Basic Price (Rs. / MT) **(Say)**	1000.00
2	Packing & Forwarding Charges(Rs. /MT)	X1
3	Applicable Taxes (GST, etc.) (Rs. /MT)	X2
4	Freight Charges (Rs. /MT)	X3
5	Applicable GST	X4
6	Insurance Charges (Rs. /MT)	X5
7	Applicable GST	X6
8	Other Charges	X7
9	Landed Cost (1 to 8)	1000+X1+X2+X3+X4+X5+X6+X7
10	Less Input Tax Credit	X2+X4+X7
11	**Landed Net of Input Tax Credit Price (LNIP) (9 – 10)**	1000+X1+X3+X5+X6

NOTE: Any revision in Taxes & Duties which are statutory in nature (for both Indigenous and Imported offers), Inland Transportation, Handling charges, etc (for Imported offers only), prevailing at the time of Reverse e-auction / opening of E- Price bids shall be considered for evaluation of the offers.

(*)Tenderers may please note that the applicable GST and taxes (if any) prevalent at the time of Reverse e-auction / opening of Sealed Price Bids (as the case may be) shall be considered for evaluation of the offers.

9.7. In case of Indigenous offers, Wherever the tenderers quote taxes as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date

of offer) but reserves the right to charge at actual on the date of dispatch suitable loading would be done with maximum tax Rates as applicable.

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

9.9. Only the prices quoted in SRM portal shall be considered for evaluation. All terms and conditions for evaluation of the Offer including Technical Specification, Quantity Offered, Validity of the Offer, Taxes, etc. shall be as per the Techno-Commercial Offer received in Physical Techno-Commercial Bid and subsequent confirmations of the tenderer.

10.0 VALIDITY OF OFFER:

Each tenderer shall keep his offer firm and valid for acceptance by RINL / VSP for a period of 90 **(Ninety) days** from the actual date of tender opening.

11.0 EMD AMOUNT(BID MONEY / BID BOND):

11.1. Each tender shall be considered only if Bid Money for the amount mentioned in the Notice Inviting Tender by either of the following means is submitted either before opening of Part-A: Techno-Commercial Bid or is submitted along with the said Part-A. **(VITAL):**

a) An Account Payee Banker Cheque / Demand Draft drawn on any Scheduled Bank (Banker Cheque / Demand Draft drawn on Co-operative Banks are not accepted) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if Bid Money is submitted in US Dollars (or) Euro, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the tenderer. No interest shall be paid for the Bid Money.

b) A Bid Bond in the form of a Bank Guarantee as per the prescribed proforma at **ANNEXURE-VII** of this Instructions to Tenderers established in favour of RINL. No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. 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-VIIA.** The Bid Bond shall be established by any Nationalised / Scheduled Commercial Bank through their Branch / associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds issued by Co-operative banks are not accepted. The Bid Bond shall be valid for **150 (One hundred and Fifty) days** from the last date fixed for receipt of tenders. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., **under registered post (A/D) or Speed Post only**. In exceptional cases, where the BGs are received through the tenderers, the issuing Bank Branch should be requested to immediately send by **registered post (A/D)** an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

11.2. **The tenderers may please note that the Bid Bond / Bid Money shall be submitted either before opening or along with the Part-A: Techno-Commercial Bid (VITAL).** The Bid Money will not earn any interest. Tenderers may please note that the offers received without requisite Bid Bond / Bid Money shall be rejected summarily. **Tenders received without the Bid Bond / Bid Money of requisite value shall be rejected summarily.** Previous deposits with RINL / VSP, if any, by way of Bid Money, Security

Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without Bid Money

11.3. The following categories of tenderers are exempted from submission of EMD/ Bid Money/ Bid Bond :

a) Central / State Government Public Sector Undertakings of India.
b) SSI Manufacturing 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.
c) Manufacturing Units registered with RINL / VSP for the tendered item(s).

SSIs / MSEs and Units registered with RINL / VSP for the tendered item(s) need to submit notarized copies of the relevant, valid registration certificates for claiming exemption of EMD / Bid Money. Tenderers may please note that Traders cannot claim exemption of EMD not withstanding their status of registration as SSI/MSEs or otherwise.

However, they are required to establish the Performance Guarantee Bond as per Clause 18.0 of Draft Terms and Conditions of tender documents.

11.4. The Bid Bond / Bid Money shall be **forfeited** by RINL / VSP without any further reference to the Tenderer:

a) in case the offer submitted is withdrawn or modified by the tenderer in a manner not acceptable to RINL / VSP, before expiry of validity

(or)

b) in case Performance Guarantee Bond is not submitted within the time allowed as per the terms and conditions after RINL / VSP communicates Acceptance of Tender / Purchase Order / Agreement.

11.5. **Return of EMD (Bid Money / Bid Bond)**: EMD (Bid Money / Bid Bond) of unsuccessful Bidder(s) will be returned within 15 days of Award of Contract to the Successful Bidder / intimation of rejection of the Techno-Commercial Offer. EMD of the bidder(s) on whom Contract was awarded, shall be returned after submission of Performance Guarantee Bond (PBG) and receipt of confirmation from bank on issuance of said PBG.

12.0 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED:

12.1. The tenderers shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

a. Detailed information of the tenderer along with the latest published Annual Accounts and Annual Report to the Shareholders. These documents should clearly show the exact nature of ownership.

b. Detailed information of the Producer in case the tenderer himself is not the Producer of material. In such a case, the tenderers shall also furnish in original the Letter of Authority of the concerned producers, as per the proforma at **ANNEXURE-I B** of this Instructions to Tenderers, specifically authorising the tenderer to make an offer in response to this Invitation to Tender.

c. Technical Specifications offered as per the Proforma given at **ANNEXURE-II** of this Instructions to Tenderers.

d. A recent Test Certificate of not later than 6 months from the date of issue of tender issued by a reputed International Test House indicating the specific values (but not as a range of values) of all the parameters mentioned in the Technical Specification at **ANNEXURE-II** of this Instructions to Tenderers.

e. Declaration in original regarding Indian Agent, if any, as per the proforma given at **ANNEXURE-III** of this Instructions to Tenderers along with the duly filled in Application form for registration of Indian Agent as detailed at Clause 6.2 above.

f. Letter in original as a token of acceptance of the RINL / VSP terms and conditions mentioned in the tender, as per the proforma given at **ANNEXURE-IV** of this Instructions to Tenderers.

g. Declaration of particulars as sought at **ANNEXURE-V** of this Instructions to Tenderers.

h. The duly filled in check list for credentials in the format enclosed at **ANNEXURE VI** of Instructions to Tenderers

i. Acceptance to submit Performance Guarantee (PG) Bond as per **ANNEXURE-I to** Draft Terms & Conditions of Order **(VITAL).**

j. Acceptance to purchaser exercising option for FOB or CFR shipment as per clause 3.1 of Draft Terms & Conditions of Order.

k. Acceptance and Submission of signed Integrity pact as per **ANNEXURE-II** to Draft Terms & Conditions of Order **(VITAL).**

l. Submission of Declaration regarding Income Tax towards foreign payments as per **Annexure-III** to Draft terms and conditions of Order.

m. **Tenderer should clearly indicate the extant Tax structure applicable for the Item**

13.0 PREPARATION OF TENDER:

13.1. The offer shall be submitted in two parts as follows ;

	Form of submission	**Due date & time**
Part A: Techno-Commercial Bid (inTwo copies and Separate envelope) along with EMD / Bid Bond (in Separate envelope) in original.	**In Physical Sealed form, as per the instructions given in this Tender document**	**10:30 AM on 27.04.2018**
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 27.04.2018**

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.

13.2. **Part-A** in a sealed envelope should contain

a) EMD / Bid Money / Bid Bond in separate envelope.

b) Tender document downloaded from RINL's website duly signed on all pages including the Invitation to Tender, Instructions to Tenderers and Draft Terms and Conditions of Order in token of acceptance. The tenderer should not alter the Terms and Conditions of Order and other documents forming part of the tender document downloaded from the website of RINL / VSP and submit the deviations, if any, separately in the Statement of Deviations.

c) Detailed Techno Commercial offer together with its enclosures **in two copies** shall be submitted. The details shall include all details on technical specifications, other information / data / documents (as at Clause No.12 above) / confirmations / any deviations except prices. **One set** of Credential Documents as specified at Clause 12 above, in case of Tenderer who is not presently enlisted with RINL / VSP.

13.3. **Part B: Price Bid / Price RFX Response**

The Price Bid should only contain the price quotations as asked in this tender and should not contain any other terms and conditions. Any financial terms should be given in the Techno Commercial Bid (Part-A) only. Any condition / caveat in the Price Bid shall make the offer liable for rejection.

13.4. Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

13.5. Each page of the offer and it's enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory. **The techno-commercial bid should not contain any indication of prices.**

13.6. The sealed envelope with Part-A of the offer should bear, in Block capital letters, superscription "Tender for supply of **Sea Water Magnesite (MgO-97%)** against Tender / RFx No. 2100006721, Dt. 05.04.2018 " and should also bear superscription: Part-A: Techno-Commercial Bid.

13.7. The envelope as above should be addressed to the EXECUTIVE DIRECTOR (MM), Administration Building, 3rd Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "Offer in response to Tender / RFx No. 2100006721, Dt. 05.04.2018 due on 27.04.2018 ". The envelope should be sealed. The name and address of the Tenderer should be mentioned on the envelope.

13.8. Copies of the offer should not be sent to any other officer of RINL / VSP.

13.9. The offers received by RINL / VSP, which deviate from the **vital conditions** of the tender, as specified below, shall be liable for rejection:

a. Incomplete offers, without appending signature on the offer and the prescribed formats.

b. Receipt of offers after the due date and time and / or by Fax / E-mail.

c. *Variable price being quoted against requirement of firm and fixed price*

d. Offers not accompanying the requisite EMD / Bid Bondl* Bid Money *in line with the tender conditions unless exempted for any reasons specified herein.

e. Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this tender document.

f. Specifications falling outside the Maximum / Minimum Limits stipulated in the tender.

g. For imports, Offers not offering CFR price and not specifying the break up of the Price indicating the FOB Price and Freight against this tender.

h. Offers not confirming the acceptance of Integrity Pactexactly in line with the format enclosed.

13.10. Tenders submitted against this Tender shall not be returned in case the tender opening date is postponed /extended. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended Tender Opening Date (TOD), by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. RINL reserves the right to open the original offer along with the revised offer(s).

14.0 FirmPrice: Prices quoted by the Tenderer shall be firm and fixed for the entire period of Tenderer's performance of the Acceptance to Tender and shall not be subject to any variation on any account **(VITAL)**.

15.0 LANGUAGE OF THE BID:

15.1. 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 RINL / VSP, 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.

16.0 COMPLETENESS OF THE TENDER:

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

16.2. Any special condition of the offer shall be clearly spelt out by the Tenderer prominently in the offer. No revision in the terms and conditions of the offer will be entertained after the price bid opening.

16.3. RINL / VSP shall at it's discretion give equal opportunity to all the tenderers for clarification / rectification of any deficiencies in the tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of Tender '. In case of failure to rectify the deficiencies within the time given, the tender would be rejected / loaded as mentioned at Clause Nos.8 & 9 above. In case of rejection, EMD **/ Bid Money** would be refunded. RINL / VSP shall not give opportunity as above for submission of Bid Money / Bid Bond.

17.0 ACCEPTANCE OF TENDER / AGREEMENT :

17.1. When the offer of a Tenderer is found acceptable, RINL / VSP will issue an Acceptance of Tender / Purchase Order / Agreement to the successful Tenderer, which shall constitute a valid and binding contract.

18.0 ETHICS:

18.1. If it comes to the notice of RINL / 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 RINL / 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 RINL / 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 RINL / VSP Management will be final and binding.

18.2. The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

18.3. In case tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid/price bid is opened or after finalisation of contract punitive action shall be taken as per prevailing guidelines.

19.0 INTEGRITY PACT : Tenderer is required to accept the "Integrity Pact" enclosed to the tender document as **Annexure-II** to the Draft Terms & Conditions of Order and shall submit the same duly signed and Stamped along with his offer. **Offers not confirming the acceptance of Integrity Pact, will not be considered.**

19.1. The details of Independent External Monitors nominated for this tender are given hereunder :

Sl.No.	Name of the Independent External Monitor (I E M)
1	Shri VENU GOPAL K NAIR, P-1, Chakola Water Ford Pandit Karuppan Road Near Sacred Heart College Thevara, Cochin – 682 013. Contact Numbers Mobile : 9447500010 , P&T : 0484-2664223 E-mail: vgknair@gmail.com

2	Shri SIVA PRASAD RAO 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.comspr50@rediffmail.com

19.2. The Nodal officer for the purpose of Integrity pact shall be :

Shri A Bhattacharya, General Manager (MM),
3rd Floor,Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031.
Email: agnimitra@vizagsteel.com

20.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS:

20.1. At any time prior to the deadline for submission of the bids, the RINL / VSP may, for any reason, modify the tender terms and conditions by way of an amendment.

20.2. Such amendments will be notified on RINL's website www.vizagsteel.com and will be binding on the tenderers. The intending tenderers shall, therefore, visit RINL's website at regular intervals.

21.0 Gist of 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 price after clicking on 'Details' button under 'Items' Tab. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors)**
- Please upload the offered '**Technical Specification**' (**Part-II** of this tenderdocument) duly filled, signed and stamped by the tenderer along with the technical specification **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
M Satish Kumar (+91 9701347299) or J Venkayya (+91 9849484499)
satishmalladi@vizagsteel.com or venkayyaj@vizagsteel.com

22.0 Clarification of Tender Terms and conditions :

A prospective Bidder requiring any clarification of the Tender Terms and conditions may notify the Purchaser in writing or by fax / email at the Purchaser's mailing address indicated in this Tender document. The Purchaser will respond in writing or by fax / email to any request for clarification of the Tender document which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed by the Purchaser.

ANNEXURE-I A OF INSTRUCTIONS TO TENDERERS

LETTER OF ASSURANCE FROM ESTABLISHED PRODUCER OF `SEA WATER MAGNESITE'

To
EXECUTIVE DIRECTOR(MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender Notice No.2100006721, Dt 05.04.2018

We..... (name & address) an established and reputed ……(material) producer of ……. (place) do hereby make an offer in response to the subject Invitation to Tender.

No Company / firm or individual are authorised to represent us in regard to this business against this specific Tender.

In the event, our offer being considered by RINL / VSP for acceptance, we shall be responsible for the due and timely performance of the Acceptance to Tender / Purchase Order / Agreement.

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

Yours faithfully,
(NAME)

for & on behalf of M/s.....
(Signature and Name of the Material Producer with seal)

(**Note**: This letter of authority should be on the Letter Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE-I B OF INSTRUCTIONS TO TENDERERS

LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF `SEA WATER MAGNESITE'

To

Executive Director (MM)
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No. 2100006721 dt 05.04.2018

---

1. We ..... (name and address) an established and reputed …….(material) producer of …….. (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.

2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific tender.

3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender / Purchase Order / Agreement.

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

Yours faithfully
(NAME)

for & on behalf of M/s.....
(Signature and Name of the Material Producer with seal)

Note: This letter of authority should be on the Letter-Head of the material Producer and should be signed by a person competent and having the power of attorney to bind the Material Producer.

ANNEXURE-II OF INSTRUCTIONS TO TENDERERS

TECHNICAL SPECIFICATIONS

Sl No.	Parameter	Specifications required by RINL	Specifications guaranteed by the tenderer
(1)	(2)	(3)	(4)
1	MgO	97% (Min.)	
2	B2O3	0.03% (Max.)	
3	Bulk Density	3.40 gms/cc (Min.)	
4	CaO	2.40% (Max.)	
5	SiO2	0.35% (Max.)	
6	Fe2O3	0.25% (Max.)	
7	Al2O3	0.15% (Max.)	
8	Average Crystal Size	80 Microns (Min.)	

SPECIAL INSTRUCTIONS:

1. The material should be packed in suitable Sea Worthy Bags of 1 MT TO 1.35 MT with inner PE Lining.
2. MgO should be measured by difference.
3. All other constituents should be measured by X-Ray Fluorescence Method except B2O3 which should be determined by Colorimetry method.
4. Crystal Size should be measured by Linear Intercept Method with a Multiplication Factor of 1.62.

……
Signature and seal of the Tenderer

ANNEXURE-III OF INSTRUCTIONS TO TENDERERS

DECLARATION REGARDING INDIAN AGENT

To

Executive Director (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No. 2100006721 dated 05.04.2018.
for supply of Sea Water Magnesite (MgO 97% Min.)

1. With reference to the subject tender, we wish hereby inform you that we have appointed …… as our Indian Agent and furnished the commission / remuneration payable to them in the Price Bid (Part-B /Volume-II). The other details are given below:

a	Nature (Individual / Proprietory Firm / Partnership Firm / Limited Company)	
b	Name (s) of the Proprietor / Partners / Directors	
c	Registered Address	
d	Correspondence Address	
e	Contact Person	
f	Mobile Nos.	
g	Phone Nos.	
h	Fax Nos.	
i	E-mail IDs	
j	Web Address	
k	Extent of authorization (copy of Agreement / MOU in this regard is enclosed)	
l	Commission payable to Indian Agent in terms of percentage of FOB price.	

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it at the Closing Bid Rate as per Reutors on the previous working day of Bill of Lading (B/L) Date and it shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification / law of the land.

3. In the event of an Agreement materialising, the terms of payment shall 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, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Loadport and Disport.

4. It is declared that the Indian Agent is an Independent Agent and is acting on behalf of the non-resident in the normal course of his business as a broker, general Commission Agent or as an Independent Agent and ;

(a) He does not have and habitually exercises in India , an authority to conclude contracts on behalf of the non – resident ;

(b) He does not habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident ;

(c) He does not habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident ;

(d) He does not work mainly or wholly on behalf of the non–resident (principal non – resident) or on behalf of such non – resident and other non-resident which are controlled by the principal non – resident or having a controlling interest in the principal non – resident or are subject to the same common control as the principal non – resident ;

The above mentioned facts are true and in case any Indian Income tax liability arises on RINL / VSP by virtue of any incorrect statement in the above declarations, we would indemnify RINL / VSP for the consequences

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

ANNEXURE-IV OF INSTRUCTIONS TO TENDERERS

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

Executive Director (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No 2100006721. Dated 05.04.2018

1. With reference to your Tender Notice No 2100006721 dated 05.04.2018 for supply of Sea Water Magnesite (Mgo 97% Min.) we hereby confirm our acceptance for all the Terms and Conditions given in the Tender Documents, except for the deviations specifically mentioned in the Statement of Deviations enclosed.

2. We are aware that our offer shall be liable for rejection / loading on account of deviations, at the sole discretion of RINL / VSP.

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

Note: The tenderer shall specifically confirm Acceptance or mention Deviation for the conditions given in the enclosed Statement of Deviations. In case of deviation from any other condition, the deviation shall be mentioned by specifying the Condition and the Clause No.

Enclosure to the letter confirming acceptance of Draft Terms and Conditions of Order

STATEMENT OF DEVIATIONS

Sl. No.	Condition	As per Clause No.	Acceptance / Deviation
1	FOB / CFR Option for shipment	3	
2	Delivery Period	5	
3	Payment Terms	16/17	
4	Submission of Performance Guarantee Bond	18	
5	Integrity Pact		
6	Any other (to be specified by the tenderer for other deviations)		

……
Signature and seal of the Tenderer

ANNEXURE-V OF INSTRUCTIONS TO TENDERERS

DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID – PART-A OF OFFER

1	Details of the Tenderer (latest published Annual Accounts and Annual Report to the Shareholders clearly showing the exact nature of ownership shall also be submitted):	
	a) Name	
	b) Nature of ownership (Proprietary Firm / Partnership Firm / Limited Company)	
	c) Name (s) of the Proprietor / Partners / Directors	
	d) Registered Address	
	e) Correspondence Address	
	f) Contact Person	
	g) Mobile Nos.	
	h) Phone Nos.	
	i) Fax Nos.	
	j) E-mail IDs	
	k) Web Address	
2	Qty. offered	MT
3	Brand / Name of Sea Water Magnesite offered	
4	Country of Origin	
5	Details of Producer in case the tenderer himself is not the Producer of material (they shall furnish in original the Letter of Authority of the concerned producers, as per the proforma at **ANNEXURE-I B** of this Instructions to Tenderers specifically authorising the said supplier to make an offer in response to this Invitation to Tender):	
	a) Name	
	b) Registered Address	
	c) Correspondence Address	
	d) Contact Person	
	e) Mobile Nos.	
	f) Phone Nos.	
	g) Fax Nos.	
	h) E-mail IDs	
	i) Web Address	
6	Details of production:	
	a) Production Capacity / year	
	b) Production in 2014– 2015	
	c) Production in 2015- 2016	
	d) Production in 2016– 2017	
7	Details of Loadport (Port of Shipment):	
	a) Name	
	b) Location	

	c) Distance from the Production Plant	
	d) Mode of transportation proposed	
8	Net weight of each bag (MT)	
9	Gross weight of each bag (MT)	
10	Number of bags those can be stuffed in a 20 ft. container	
11	Name of the Indian Agent, if any (The details shall be declared as per proforma at **ANNEXURE-III** of the Instructions to Tenderers) and submission of Application form by Indian Agent for registration of Indian Agent as per Clause 6.2 of Part-I.	
12	Details of Negotiating Bank for Letter of Credit	
	a) Name	
	b) Address	
	c) Swift Code	
13	Nature of Production	
14	Letter of Acceptance of terms & conditions of ITT	
15	Acceptance of Tech. Specification	
16	Acceptance to purchaser exercising option for FOB or CFR shipment as per clause 3.1 of Draft Terms & Conditions of Order	
17	Blank Price bid format (Part-B) enclosed along with Part-A	
18	Offer of Prices (a) Without Suppliers Credit (b) With Suppliers Credit of 180 days	
19	Submission of Latest Test Certificate from reputed International test house not later than 6 months from the date of this Global Tender	
20	Delivery schedule for the offered quantity	
21	Acceptance of Payment Terms	
22	Acceptance to submit Bid Bond	
23	Acceptance to submit Performance Guarantee (PG) Bond :	
24	Acceptance and Submission of signed Integrity pact	
25	Submission of Declaration regarding Income Tax towards foreign payments as per Annexure-III to Draft terms and conditions of Order	
26	Reverse e-Auction user id generated as per Clause 4.9.1 of instruction to Tenderer	
27	Validity of offer	

Signature and Seal of the Tenderer

ANNEXURE-VI OF INSTRUCTIONS TO TENDERERS

CHECK LIST FOR CREDENTIALSTO BE FILLED UP AND SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID – PART-A OF OFFER

Sl. No	Document	Pages	
	For Overseas Tenderers:	**From**	**To**
a	Notarised copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency		
b	Self Certified copies of Audited financial statement for the last three years of the Bidder (or) Mine Owner (or) Manufacturer		
c	Self Certified copies of Other Credentials like ISO Certificates etc. from the Bidder (or) Mine Owner (or) Manufacturer (not Compulsory)		
d	Self Attested copies of Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.		
	For Indigenous Tenderers:	**From**	**To**
a	Notarised Statutory Manufacturing / Service Industry Registration Certificate i.e. EM-Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs (or) Notarised Copy of Certificate of Registration of shops and Establishments for a Dealer / Agent / Trader etc. (or) Notarised Copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.		
b	Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.		
c	Notarised Copies of Excise, Sales Tax (CST, VAT), Service Tax Registration Certificates and PAN card copy in the name of the company in case of Limited companies or in the name of individuals in case of Proprietary firms.		
d	Self-Certified Financial worth and audited financial statements for the last three (3) years.		
e	Self-Certified Purchase orders/contract copies for the same or similar tendered item(s).		
f	Self-Certified ISO certificate if any.		

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Signature and Seal of the Tenderer

ANNEXURE-VII OF INSTRUCTIONS TO TENDERERS

PROFORMA OF BANK GUARANTEE(BG) FOR BID BOND

(To be submitted on a Non-judicial stamp paper of the value of Indian Rupees One Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

To be established through any Nationalised / Scheduled Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted

To

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

Bank Guarantee No…… dated……..

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. ……Dated…….(hereinafter referred to as the said Invitation to Tender) for purchase of ……. MT of ……..... (material).

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 an amount of USD …….. (US Dollars …….. only) / EURO……(Euro……..only) / INR …….. (INR …….. only) valid upto 150 days from the date of opening of tenders as guarantee that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One Hundred Twenty) days from the date of opening of tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% (five percent) of the CFR value (FOR VSP Siding / Stores value, in case of indigenous supplies) of the material at the price and on the terms accepted by RINL, within 15 (Fifteen) days from the date of the Acceptance to Tender / Purchase Order / Agreement .

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 the material on the basis of FOB / CFR / FOR terms.

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 US$/ Euro/ INR ..... (US

Dollars.....only) / EURO …….. (Euro …….. only) / INR ……. (INR …….. only). 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.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 150 (One Hundred Fifty) days from the date of opening the tenders and also undertakes that this Guarantee can be invoked at the counters of our branch at Visakhapatnam …….(address) & IFSC Code :……to on claim lodged on us and acceptable..

For and on behalf of _____
(Name of the Bank)

Signature:
Name:
Duly Constituted Attorney & Authorised Signatory
Designation
Name of the bank & branch,
Issuing Bank IFSC Code :

Note: Issuance of this Bank Guarantee may also be got confirmed from our Controlling Branch Office / Higher Authority as hereunder

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE-VII A OF INSTRUCTIONS TO TENDERERS

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: **Tender No:**
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: **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
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

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

Signature of the Tenderer

Date: ……

DRAFT TERMS AND CONDITIONS OF ORDER FOR SUPPLY OF `SEA WATER MAGNESITE'

1.0 DEFINITIONS:

1.1. The Purchaser shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns. All correspondence in respect of the order shall be addressed to Imported Raw Materials Section, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031, AP, India, Phone: +91 891 2519520, Fax: +91 891 2518753 / 2518756, e-Mail: venkayayj@vizagsteel.com/ satishmalladi@vizagsteel.com

1.2. The Supplier shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.

1.3. The Order shall mean and include Invitation to Tender (ITT), Purchase Order / Acceptance of Tender (A/T) / Agreement and amendments to A/T / Purchase Order / Agreement thereof issued by the Purchaser in writing.

1.4. The Material shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender / Purchase Order / Agreement.

1.5. The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender / Purchase Order / Agreement

1.6. The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender / Purchase Order / Agreement

1.7. In case of indigenous supplies, Loadport shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

2.0 QUANTITY:

2.1. The SUPPLIER shall sell and the PURCHASER shall buy the quantity of `Sea Water Magnesite' as mentioned in the Acceptance of Tender / Purchase Order / Agreement in conformity with the Technical Specifications mentioned in the Acceptance of Tender /Agreement for use in its integrated Iron and Steel works. The quality of the Sea Water Magnesite to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications as contained in the Acceptance of Tender./ Agreement. In case the order is placed on the Supplier based on the Letter of Authority given by a certain material producer in line with clause no. 1.1(b) of Instructions to tenderer of Global Tender / RFx No. 2100006721 Dt. 05.04.2018, then the Supplier shall supply the material from ……..the same producer and no change shall be permitted, without the prior written consent of the PURCHASER.

3.0 PRICES:

3.1. For Imported Supplies: The prices FOB Named Port of Loading (material in bags and stuffed into containers) and CFR (Liner Terms) Visakhapatnam Port, India per Metric Tonne (of one thousand kilograms) shall be as indicated in the Acceptance of Tender / Purchase Order / Agreement. The shipments shall normally be arranged on FOB basis. However, at his sole discretion RINL / VSP shall take shipments either on FOB basis

or CFR basis or part FOB basis or part CFR basis . RINL / VSP reserves the right to exercise the option of FOB / CFR while giving clearance for each lot of shipment.

3.2. For Indigenous Supplies: The prices FOR VSP Siding, Visakhapatnam, in case of rail despatches and FOR VSP Stores, Visakhapatnam in case of road despatches per Metric Tonne (of one thousand kilograms) shall be as indicated in the Acceptance of Tender/ Purchase Order / Agreement.

3.3. Prices shall be firm for the entire period of the Supplier's performance of the Order/ Agreement, in other words, till completion of supplies and shall not be subject to any variation on any account.

4.0 INDIAN AGENT'S COMMISSION:

4.1. In case of Imported Supplies, the above price shall be inclusive of any commission as indicated in the Acceptance of Tender / Purchase Order / Agreement payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reutors on the previous working day of Bill of Lading (B/L) Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory deductions, if any. Service Tax, if any, shall be reimbursed at actuals on submission of CENVAT documents. In case of any deductions, necessary certificate shall be issued as per Government Notification / Law of the Land.

4.2. The Indian Agent's commission will be released in equivalent Indian rupees to the Indian agents on the basis of net invoice weight, 90 (ninety) days after the discharge of the cargo in India ,subject to receipt and acceptance of the material at RINL / VSP's stores within that period and on settlement of the demurrage / despatch claims relating to Loadport and Disport.A confirmation is to be given by the Tenderer that the commission / remuneration to the Indian agent, shall be paid by Purchaser in India in Indian rupees.

5.0 DELIVERY:

5.1. The deliveries to be performed in 6 (Six) lots of 500MT each and shall be completed by October 2018. The delivery of first lot of 500 Metric Tonnes to be within one month from the date of Acceptance to Tender (or) Letter of Intent . The delivery of each subsequent lots of 500MT to be with a periodicity of 30 days from the date of delivery of previous lot. **Further, RINL / VSP reserves the right to postpone the deliveries upto a period of 3 months beyond the contracted delivery period, without any additional financial implication to the Purchaser**.However, the Tenderers may quote their earliest and best delivery schedule.

5.2. The period of delivery is the essence of the Order / Agreement. Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein. The date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material in Purchaser's Premises shall be the date of delivery in respect of each consignment.

5.3. For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Railway Receipt / Lorry Receipt, in case of indigenous supplies) in time and/or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port / siding / store rent etc, which the PURCHASER may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Railways / Transporter, in case of indigenous supplies).

6.0 SHIPPING PROCEDURE:

6.1. In case shipment on FOB terms is decided, the shipping arrangements will be made through forwarding agents / nominees to whom adequate notice of not less than six weeks about the readiness of cargo for shipment should be given by the supplier from time to time for finalising the shipping arrangements. The details of forwarding agents / nominees will be informed after deciding the shipment terms.

6.2. The Bills of Lading shall be drawn so as to show:

Shippers : (Name of the supplier)
Consignee : "Government of India A/c Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam-530 031, India"

Notify : "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, , Visakhapatnam-530 031,India"

7.0 Supplier should inform the consolidation agent that the items are being imported into India in accordance with the provisions of current EXIM POLICY OF GOVT. OF INDIA for which the indication should be made on the top of the BILL OF LADING.

8.0 PACKING & MARKING:

8.1. **PACKING**: Material should be packed in suitable Sea Worthy Bags of 1 MT TO 1.35 MT with inner PE Lining.

8.1.1. 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 and also "SEA WEATHER PROOF BLACK COATING" to be arranged for the package wherever necessary. 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.

8.2. **MARKING**: All packages shall be clearly and properly marked in English language with indelible paint stenciling. All previous irrelevant markings shall be carefully obliterated. The Supplier shall ensure that the following are clearly and legibly stenciled 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)	A/T / Purchase Order / Agreement No.	
d)	Description	:
e)	Quantity	:
f)	Package number	:
g)	Gross and nett weights	:
h)	Port of loading & unloading	:

9.0 PACKING LISTS:

9.1. Each package shall have a detailed packing list quoting specifically the name of the Supplier, 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.

9.2. Notwithstanding anything stated in this Article, the Supplier 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.

10.0 TEST CUM GUARANTEE CERTIFICATE:

10.1. The Supplier should submit Test cum Guarantee certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

10.2. Replacement of defective materials shall be made free of cost (including duties in India to Supplier'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.

11.0 INSURANCE:

11.1. The PURCHASER shall, at his own expense arrange for suitable Marine Insurance (Transit Insurance, in case of indigenous supplies) cover for the entire MATERIAL to be delivered by the SUPPLIER.

11.2. For the purpose of insurance, the SUPPLIER shall intimate to the purchaser through FAX (Fax:+91 891-2518753/2518756 and …..(Insurance Company) as and when loading commence at port of loading with details such as Acceptance to Tender, name of the vessel, port of loading, provisional quantity to be loaded and value etc; and also within two working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax:+91 891-2518753/2518756) and M/s. _____ (Insurance Company)

i) Acceptance of Tender / Purchase Order / Agreement Number and Date
ii) Name of Loading Port
iii) Name of the vessel
iv) Quantity shipped including gross and net weight
v) Value of the material loaded.
vi) Bill of Lading Number and Date
vii) Number of packages / bundles / containers,
viii) Date of sailing of the vessel
ix) Name of the Destination Port
x) Expected date of arrival of the vessel at the Destination Port.xi) Brief description of material and nature of material i.e., fragile or non-fragile with short description for purpose of insurance cover

11.3. The SUPPLIER shall fax the message twice to ensure clear receipt of the message by the PURCHASER and the Insurance Company.

11.4. 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 SUPPLIER's account.

12.0 DETENTION OF CONTAINER AT DISPORT:

12.1. In case of CFR shipment, free time allowed for detention of container at Disport shall be minimum 14 (fourteen) days from the date of discharge of the vessel.

13.0 WEIGHMENT, SAMPLING AND ANALYSIS:

13.1. **ATLOAD PORT (LOADING POINT AT SUPPLIER'S END, IN CASE OF INDIGENOUS SUPPLIES)**:

13.1.1. The SUPPLIER shall , at his own expense, arrange to carry out at the Loadport, the weighment, sampling and analysis of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) / Indian Standard specifications (BIS), through an independent inspection agency at the Loadport, as approved by the Purchaser. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness such weighment, sampling and analysis by the independent inspection agency at Loadport and may also obtain a part of the Loadport sample for testing. The SUPPLIER shall provide necessary assistance in this regard to the PURCHASER's representative(s).

13.1.2. The SUPPLIER shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the Loadport indicating all the parameters mentioned in the Technical Specification.

13.1.3. On no account, material not conforming to the Technical Specifications mentioned in the Acceptance of Tender / Purchase Order / Agreement shall be delivered.

13.2. **ATDISCHARGE PORT (UNLOADING POINT AT PURCHASER'S END, IN CASE OF INDIGENOUS SUPPLIES)**:

13.2.1. The Purchaser shall carry out at his end, the weighment of material delivered in each consignment. The weight of the material mentioned against each Bill of Lading, as certified by independent inspection agency at loadport, shall be compared with the weight recorded at VSP weighbridge after clearance by the Customs at disport. In case the weight recorded at VSP weighbridge is lower than the B/L weight / DC by more than 0.50%, then the weight recorded at VSP weighbridge shall be considered as final for all purposes. Otherwise, B/L weight shall be considered as final. This clause is applicable to the extent the consignment is in "In-tact" bags only.

13.2.2. The PURCHASER and the Supplier, at their respective costs, through Independent Inspection Agencies of International repute appointed by the Purchaser and the Supplier, will carry out at the Discharge Port, the sampling and analysis of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) / Indian Standard specifications (BIS). **The Joint Sampling and Analysis Report of the material submitted by the Independent Inspection Agencies appointed by the Purchaser and the Supplier at the Discharge Port will be final for all parameters and shall be binding on both the parties for release of payment**. The sample shall be divided into four parts, one each for the

Supplier and the Purchaser, one for the Joint Analysis as above and one Umpire Sample.In case Independent Inspection Agency is not deputed for Joint Sampling and Analysis by the Supplier, the Independent Inspection Agency appointed by the Purchaser shall proceed with the Sampling and Analysis.

13.2.3. In case of any dispute, which shall be notified within 15 days from the date of receipt of such Analysis Report, the Umpire Sample shall be got tested at a mutually agreed 3rd party laboratory and the results thereof shall be binding on both the parties.The testing Charges at 3rd Party Lab to be borne by Supplier initially (in case of advance payment). However, the testing charges will be to the account of losing party.

13.2.4. **TOTAL REJECTION**: Pursuant to clause 13.2.2 & 13.2.3, any lot deviating beyond the limits specified in Technical Specification 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 may 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.

14.0 QUALITY VARIATIONS:

14.1. In case, the Joint Sampling and Analysis at Disport (Unloading Point at the Purchaser's end, in case of indigenous supplies) reveals specification beyond these Maximum / Minimum limits for any parameter, the material shall be replaced free of cost (including taxes and duties in India to Supplier'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.

15.0 CONTINUOUSVARIATIONS:

15.1. If during the currency of this Order, there are continuing variations between the quality of the MATERIAL stipulated in the Order and the quality and/or weight determined at the Loading port or at the PURCHASER's end, the PURCHASER and the SUPPLIER shall meet within a specific time frame of three or four (3/4) weeks from the date of intimation of such discrepancies by the PURCHASER to the SUPPLIER, to investigate the reasons for such discrepancies and to arrive at a mutually agreeable settlement of issues as may have arisen out of the discrepancies.

15.2. If no agreeable solution as envisaged above is arrived at, the PURCHASER reserves the right to terminate the Acceptance to Tender / Purchase Order / Agreement . Therefore, utmost precaution shall be exercised by the SELLLER at the time of shipment / despatch of each consignment to ensure that the specifications stipulated in the Order are strictly complied with.

16.0 PAYMENT FOR IMPORTED SUPPLIES:

16.1. **PAYMENT TERMS FOR IMPORTED SUPPLIES**:

16.1.1. Payment to the Supplier shall be made for 100% of the Freight (if any) and 100% of the value of the material delivered in each consignment, excluding Indian Agent's Commission (if any) within 60 days of receipt and acceptance of material at PURCHASER's end without any interest.

16.1.2. Payment to the Indian Agent shall be made after 90 (Ninety) days of discharge and acceptance of the cargo by each vessel at the destination port in India and on settlement of demurrage / despatch claims relating to the Loadport and Disport. No Indian Agent's Commission shall be payable in case of material found beyond Absolute Limits as at Clause No.14.

16.2. **MODE OF PAYMENT FOR IMPORTED SUPPLIES**:

16.2.1. The PURCHASER shall establish irrevocable Letter(s) of Credit, each covering the approximate value of one shipment, as per the delivery schedule indicated. Such Letter of Credit shall be valid for a period of 60 days from the date of opening for shipment and 90 days for negotiation.

16.2.2. All bank charges at the SUPPLIER's end shall be borne and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be borne and paid for by the PURCHASER.

16.2.3. Letter(s) of Credit established by the PURCHASER in favour of the SUPPLIER under this Acceptance to Tender / Purchase Order / Agreement shall provide for payment as Clause No.16.1.1 above on presentation of the following documents by the SUPPLIER at the counters of Negotiating Bank mentioned in the Acceptance of Tender / Purchase Order / Agreement , all in four copies unless otherwise specified.

a) Signed Commercial Invoices for payment as at Clause No.16.1.1 above containing the reference of the Acceptance to Tender / Purchase Order / Agreement certifying that the MATERIAL shipped is strictly in conformity with the Acceptance to Tender / Purchase Order / Agreement.

b) Two out of Three (2/3) originals, negotiable, Clean on Board / Shipped on Board Ocean Bills of Lading madeas per 6.2 above.

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

c) Certificate of Origin issued by Chamber of Commerce or Trade Association either in the name of the Supplier or in the name of the Material Producer.

d) Certificate issued by the Material Producer who has supplied the cargo, certifying that they have supplied the cargo to the SUPPLIER.

e) Test cum Guarantee Certificate issued by the Material Producer.

f) Certificates of Weight, Sampling and Analysis issued by the Independent Inspection Agency at Loadport either in the name of the Supplier or in the name of the Material Producer. Payment will not be released if the analysis result of any parameter

exceeds the maximum / minimum limit stipulated in the Acceptance to Tender / Purchase Order / Agreement .

g) Packing list.

h) Certificate issued by the Supplier confirming;

i) that contents in each pallet are not less than those entered in the Invoice and the Packing List. The quality of goods is guaranteed as new and as per relevant specifications. Any shortage identified will be supplied free of cost in addition to charges paid by the Purchaser towards Freight, Insurance, Indian Customs Duty and Local Transportation charges for the short supplied items shall be reimbursed to the Purchaser.

ii) that copy of Invoice, Packing List, Country of Origin Certificate and Test cum Guarantee Certificate for Customs Clearance purpose have been kept with the package for shipment.

iii) the material has been packed as per Clause No.8 above

i) Seller's certificate to the effect that shipment has been made as per Clause No.7 above.

j) Copy of Fax intimation given by the SUPPLIER to the PURCHASER and the Insurance Company as referred to in Clause No.11 hereinabove, giving necessary details of shipment within 2 working days of B/L for arranging Insurance.

k) In case of CFR Shipments, certificate issued by the vessel owner / agent certifying the age and also certifying the Sea Worthiness classed 100 A1 or above by Lloyds or Equivalent Classification Society and approved by General Insurance Corporation of India.

l) SUPPLIER'S Certificate confirming that the documents mentioned under Clause No.16.2.4 have been sent directly to the Purchaser by Air Mail / Courier within seven days from the date of Bill of Lading.

m) Copy of the Certificate of Joint Sampling and Analysis issued by the Independent Inspection Agencies appointed by the Purchaser and the Supplier at Discharge Port. Payment shall not be released if the analysis result of any parameter exceeds the maximum / minimum limit stipulated in the Acceptance to Tender / Purchase Order / Agreement

n) Copy of Accepted GARN (Goods Acceptance / Rejection Note) issued by the Purchaser after receipt and acceptance of Material at Purchaser end.

16.2.4. Within 7 (seven) working days from the date of Bill of Lading, the SUPPLIER shall despatch two advance sets of the above documents mentioned at Clause No.16.2.3 (a) to (k) including one Original Negotiable Bill of Lading in respect of each shipment by Air Mail / Courier directly to the PURCHASER.

16.2.5. In case the order is finalized on an Indian firm, who is importing from foreign source and quoted in foreign currency, the order shall be placed on HIGH SEA SALES basis and the payments shall be released in Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing **(i)** on one day before the scheduled date of Reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price

Bid (or) **(iii)** Closing Bid Rate as per Reutors as on the date of negotiation of L/C.Indian firm shall submit the Manufacturer Invoice with each shipment and the Sales contract of the Indian Firm with manufacturer shall be submitted at the time of signing the High Sea Sales (HSS) Agreement.HSS Agreement and Manufacturer Invoice will be additional negotiable documents other than mentioned at 16.2.3 above for payment.

17.0 PAYMENT FOR INDIGENOUS SUPPLIES:

17.1. Payment to the Supplier shall be made for 100% of the Freight (if any) and 100% of the value of the material delivered in each consignment, within 60 days of receipt and acceptance of material at PURCHASER's end without any interest.

17.2. The Purchaser encourages Electronic Fund Transfer (EFT) or RTGS for payment directly to the Seller's Bank Account on the due date for which the Seller has to furnish Bank Account details in the format prescribed by the Purchaser. For such payment, the Supplier shall submit the following documents to the Purchaser, all in 4 (four) copies unless otherwise specified:

a) Signed Commercial Invoices containing the reference of the Acceptance to Tender / Agreement certifying that the MATERIAL despatched is strictly in conformity with the Order - in quadruplicate.

b) Copy of Railway Receipt / Lorry Receipt in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam.

c) Certificate issued by the Material Producer who has supplied the cargo, certifying that they have supplied the cargo to the SUPPLIER.

d) Test cum Guarantee Certificate issued by the Material Producer.

e) Certificate/s of Weight, Sampling and Analysis issued by the Independent Inspection Agency at Supplier's premises either in the name of the Supplier or in the name of the Material Producer. Payment will not be released if the analysis result of any parameter exceeds the maximum / minimum limit stipulated in the Acceptance to Tender / Purchase Order / Agreement.

f) Packing list – in duplicate

g) Certificate of Joint Sampling and Analysis issued by the Independent Inspection Agencies appointed by the Purchaser and the Supplier at Purchaser's premises. Payment shall not be released if the analysis result of any property exceeds the maximum / minimum limit stipulated in the Acceptance to Tender / Purchase Order / Agreement.

h) Accepted GARN (Goods Acceptance / Rejection Note) issued by the Purchaser – in duplicate

17.3. Within 2 (two) days from the date of Railway Receipt, the SUPPLIER shall despatch two advance sets of the above documents mentioned at Clause No.17.2 (a) to (f) including Original Railway Receipt / Lorry Receipt in respect of each consignment by Courier directly to the PURCHASER.

18.0 PERFORMANCE GUARANTEE BOND:

18.1. The SUPPLIER shall deposit Performance Guarantee Amount for 5% of the CFR value (FOR VSP Stores value, in case of indigenous supplies) of the contract within one 15 days of the issue of the LOI / A/T, whichever is earlier. The Deposit shall be either by way of a Demand Draft or Banker cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to RashtriyaIspat Nigam Ltd. at Visakhapatnam. Further, the deposit may be made through NEFT / SWIFT (electronic) transfer to RINL bank account (as provided based on specific request). In case of PG bond, the bond shall be established as per the proforma at **ANNEXURE– 1** of the Draft Terms and Conditions of Purchase. The bond shall be established in favour of RINL through any Nationalized Bank or Scheduled Bank in India. In case the bank guarantee is issued by any bank out side Visakhapatnam, the same should be routed through their Branch / Associate Bank in Visakhapatnam and enforceable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative Banks shall not be acceptable. The Bond shall be valid for six months from the date of the last shipment against this Acceptance to Tender / Purchase Order / Agreement. No change in the prescribed proforma of the Bank Guarantee shall be acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with the tender. The check list format is enclosed at **ANNEXURE I A**.

18.2. The Performance Guarantee Deposit / Bond shall be for the due and faithful performance of the Order and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Supplier and the Purchaser under the Terms and Conditions of Acceptance to Tender / Purchase Order / Agreement. The Supplier shall be entirely responsible for the due performance of the Acceptance to Tender / Purchase Order / Agreement in all respects according to the spirit, intent and meaning of the terms and conditions and specifications and all other documents referred to in the Acceptance to Tender / Purchase Order / Agreement.

18.3. The Performance Guarantee Bond shall be kept valid and in full force and effect for a period of six months from the date of delivery of last consignment. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the supplier, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

18.4. Performance Guarantee Deposit / Bond shall be released after 6 (six) months from the date of delivery of last consignment or one month after consumption of the total material supplied, subject to clearance from user department and settlement of claims on account of demurrage / despatch relating to loadport and disport for all shipments (on account of overloading / demurrage, in case of rail / road despatches) under the Acceptance to Tender / Purchase Order / Agreement, whichever is earlier.

19.0 LIQUIDATED DAMAGES:

19.1. In the event of the SUPPLIER'S failure to deliver the MATERIAL within the time(s) specified for delivery, the PURCHASER shall recover from the SUPPLIER, liquidated damages not by way of penalty a sum of 0.5 % of the price of any MATERIAL which the SUPPLIER has failed to deliver as aforesaid for each week or part of week, during which delivery of such MATERIAL may be in arrears subject to a maximum of 10 % of

the value of the MATERIAL in arrears. However, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under Clause No.29 hereinafter. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

20.0 RISK PURCHASE:

20.1. Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender / Agreement 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 / Purchase Order / Agreement as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER 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 SUPPLIER's default. This Clause is however subject to Force Majeure under Clause No.29 hereinafter.

20.2. The cancellation of the Order as stated in Clause No.20.1 herein above may be either for whole or part of the Acceptance to Tender / Purchase Order / Agreement at PURCHASER's option. In the event of the PURCHASER canceling the Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so cancelled and the SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part cancellation of Acceptance to Tender / Purchase Order / Agreement by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender / Purchase Order / Agreement to the extent it is not cancelled under the provisions of this Clause.

21.0 RECOVERY OF SUMS DUE:

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

22.0 RESPONSIBILITY:

22.1. The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender / Purchase Order / Agreement

23.0 TRANSFER AND SUB-LETTING:

23.1. The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender / Purchase Order / Agreement or any part thereof, either directly or indirectly,

without the prior written permission of the PURCHASER. In the event of Supplier contravening this condition, the Purchaser shall be entitled to cancel the Acceptance to Tender / Purchase Order / Agreement and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.

23.2. The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender / Purchase Order / Agreement by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.

24.0 CLEARANCES:

24.1. It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export / sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL / VSP.

25.0 TAXES AND DUTIES:

25.1. In case of Imported Supplies, the SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country and the price/s shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

25.2. In case of Indigenous Supplies, Any increase / imposition of taxes and duties shall be reimbursed at actuals and any decrease / withdrawal of taxes and duties shall be deducted based on the Documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of Tender. In case the increase / imposition of taxes and duties is during the extended period of contract, reimbursement shall not be made unless specifically agreed at the time of extension.

25.2.1. All purchases shall be subjected to TDS provisions if any as per GST Act. Further Supplier shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.

In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Supplier, including but not limited to non-payment of GST charged and recovered, non generation of E-Way Bill, non-filing of Returns, non-uploading/ improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/supplier shall indemnify RINL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the Supplier or from security deposit or any other amount available with RINL in the same contract or in other contracts including future contracts.

If any tax has been paid by the Supplier in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

26.0 IMPORT LICENCE:

26.1. Import of the MATERIAL is presently under Open General Licence.

27.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

27.1. This Acceptance to Tender / Purchase Order / Agreement supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER 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 / Purchase Order / Agreement 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 / Purchase Order / Agreement

28.0 WAIVER:

28.1. Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Purchaser may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Purchaser will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the Supplier or receiving of or payment by the Purchaser for the material under this Contract, will not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of the provisions of the Contract.

29.0 FORCE MAJEURE:

29.1. Ifeither the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order 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 60 days, during which production, loading or discharge is prevented by any such causes as herein above mentioned. Provided further that if the performance in whole or in part of any obligations under this Acceptance to Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, the non-affected party may at its option terminate the contract.

The party(Affected Party) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (Non-Affected 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.

30.0 ARBITRATION:

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the

losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act,1996

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.

31.0 LEGAL INTERPRETATIONS:

31.1. The Acceptance to Tender / Purchase Order / Agreement and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

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

32.0 LIABILITY OF GOVT. OF INDIA:

32.1. It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender / Purchase Order / Agreement 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 / Purchase Order / Agreement 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 SUPPLIER 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 / Agreement. Accordingly, the SUPPLIER 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 / Purchase Order / Agreement and convenants 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 / Purchase Order / Agreement

33.0 LANGUAGE

All Documents, all correspondence and communications to be given under this Acceptance to Tender, and all other documentation to be prepared and supplied under this Acceptance to Tender shall be written in English, and the Acceptance to Tender shall be construed and interpreted in accordance with English language.

If any of the documents, correspondence or communications are prepared in any language other than the English language, then the such documents, correspondence or communications must be accompanied by an English translation duly signed by the Translator concerned and Self Attested by the Seller, and such translation shall prevail in matters of interpretation.

ANNEXURE-I OF DRAFT TERMS AND CONDITIONS OF ORDER

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

To be established by any Nationalised / Scheduled Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted

To

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

Bank Guarantee No Dt

LETTER OF GUARANTEE

1. WHEREAS M/S_____ (hereinafter referred to as the SUPPLIER) and M/S. RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No._____ Dated_____(hereinafter called the said Acceptance to Tender / Purchase Order / Agreement) for the supply of_____(_____) metric tons of _____ (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, ... (name of bank & branch) at the request of the SUPPLIER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of US $_____(_____) / EURO_____(_____) / INR _____(_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SUPPLIER of any of the terms and conditions of the said Acceptance to Tender / Purchase Order / Agreement and/or in the performance of the said Order by the SUPPLIER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Acceptance to Tender / Agreement or in the performance thereof has been committed by the SUPPLIER 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 the bank and 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 Acceptance to Tender / Purchase Order / Agreement and that it shall continue to be enforceable for (a) six months after the date of delivery of the last consignment of the MATERIALS under the said Acceptance to Tender / Purchase Order / Agreement or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, 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 the bank and branch) by virtue of this guarantee before the dates referred to at (a) and (b) hereinabove, the same shall be enforceable against us, _____ (name of the bank and branch), not withstanding the fact

that the same is enforced after the dates referred to at (a) and (b) hereinabove, 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) and (b) hereinabove, as the case may be. Payment 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. It is fully understood that this Guarantee shall become effective from the date of the said Acceptance to Tender / Purchase Order / Agreement and that We, _____ (name of the bank and branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, _____ (name of the bank and branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Acceptance to Tender / Purchase Order / Agreement or to extend the time of performance of the said Order by the SUPPLIER 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 SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Acceptance to Tender / Purchase Order / Agreement and we, _____ (name of the bank and branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SUPPLIER or any forbearance and/or commission 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 the bank and 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. We _____ (name of bank and branch) hereby further undertake that this guarantee can be invoked at the counters of our branch at Visakhapatnam (IFSC Code :…..) whose address is given below and which shall cater to the claim lodged on us and shall be acceptable :

   _____
   _____
   _____

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

FOR AND ON BEHALF OF
Name of the bank & branch

Signature:
Name:
Duly Constituted Attorney & Authorised Signatory
Designation
Name of the bank & branch,
Issuing Bank IFSC Code :

Place : Visakhapatnam
Date:

Note: Issuance of this Bank Guarantee may also be got confirmed from our Controlling branch/office/Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE- I A

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: **Job Code / AT No/ LOI 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 / officer / 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
13	Enclosed are the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

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

Signature of the Supplier

Date: ……

ANNEXURE-II OF DRAFT TERMS AND CONDITIONS OF ORDER

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 **(nature of contract, in brief)**. 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 dulyfurnishing 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)	(Office Seal)
Place ----------	
Date ----------	
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)
_____	_____
_____	_____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS/CONTRACTAGENCIES"

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 alongwith 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 foreignsupplier/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/alongwith 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 Clause 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-III OF TERMS AND CONDITIONS OF ORDER

DECLARATION REGARDING INCOME TAX

(on the letter head of the party to be submitted along with Techno-Commercial Bid)

To

Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031
Andhra Pradesh, India.

Sub: Undertaking for foreign payments towards supply of ……(MATERIAL)

Ref: Acceptance to Tender (Contract) / Purchase Order / Agreement No. #.

***

Dear Sirs,

This is to certify that ---------- (*Name and Address of the Party*) is a tax resident of ---------- *(Name of the country)* in terms of Article --------- of the Double Taxation Avoidance Agreement (DTAA) between India and --------- (*Name of the Country*) and as certified by the Tax authorities of ---------- (*Name of the Country*) in the enclosed Tax Residency Certificate along with self declaration Form 10F.

We do hereby also declare that the "Supply of ……..(MATERIAL) activity in connection with the subject Contract have been / would be entirely executed on the high sea as off-shore supply i.e. no portion of the above activity will be executed from any Permanent Establishment" within India.

As such, any income arises under the price towards the above functions payable by VSP / RINL against the subject contract as mentioned in (ref of relevant clause of price schedule) is subjected to Article ----- of India - --------- (*Name of Country*) DTAA, i.e. under the heads "Business Income".

We further declare that no activity is carried out in India in connection with that supply and that no Permanent Establishment is existing in India / no role is played by Permanent Establishment if any, exists. So as required under Article ------ of DTAA between India and ---------- (*Name of the Country*) the remittances under the above said supply contract is not chargeable to tax in India. Hence, as per Section 195 read with Section 90 (2) of the Indian Income Tax Act 1961, the responsibility of withholding tax on such remittance does not arise with RINL. In case it is otherwise proved by the Income Tax authorities and any levy of taxes / penalties on RINL, M/s ---------- (*Name of the Party*) shall indemnify RINL on this account.

Yours faithfully,

(Name and designation of the person on behalf of the Supplier)

To be Left blank by the Tender, and RINL / VSP will fill up the contract / Acceptance to Tender / Agreement number in case of an Acceptance to Tender / Agreement is placed on the tenderer.

Form No. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I_____*son / daughter of Shri_____in the capacity of_____ (designation) do provide the following information, relevant to the previous year_____, *in my case/in the case of _____for the purposes of sub-section (5) of *section 90/section 90A : -

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) Or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of_____ (name of country or specified territory outside India).

Signature: _____
Name : _____
Address : _____

Permanent Account Number: _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____.

Place: _____

Signature of the person providing the information

Notes :

1. * Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.".

*****