RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

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

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

OPEN TENDER NOTIFICATION

Invitation To Tender (ITT) / RFX no. 2100008844/(HIGH CARBON) FERRO MANGANESE (size 40-100 mm)dtd. 12.12.2018
Corrigendium No : 1 Dt 02.01.2019
Sealed tenders/Offers are invited for supply of 500 Metric Tons of HIGH CARBON FERRO MANGANESE (Size40-100m) @100MT/Month

Last date & time for receipt of Sealed Offers: 04.01.2019by 10:30 AM (IST)

Sealed Price Bids to be submitted electronically through VSP's SRM portal: https://srm.vizagsteel.com/ before the due date & time mentioned above

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

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

- EXECUTIVE DIRECTOR (MM)

Corrigendium No : 1

Clause No	Caption	Exisitng	Read as
1.5.0 of ITT and 8.0 of Anexxur 2 of NIT	Bid Bond/Earnest Money Deposit(EMD)	Each tender/Offer shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amour of **Rs. 3,75,000/- (Indian Rupees Three lakhs and seventy five thousand only**) is submitted along with or prior to opening of f Techno-commercial Bid.	Each tender/Offer shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable Rashtriya Ispat Nigam Ltd at Visakhapatnam in favour of RINL for an amount of **Rs. 3,75,000/- (Indian Rupees Three lakhs and seventy fi thousand only**) is submitte along with or prior to openi of Techno-commercial Bid.

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- EXECUTIVE DIRECTOR (MM)

Invitation To Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESE(40-100mmsize) dt 12.12.2018 for supply of **HIGH CARBON FERRO MANGANESE**

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VISAKHAPATNAM - 530 031, INDIA

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

OPEN TENDER NOTICE INVITING SEALED TENDERS FOR SUPPLY OF
HIGH CARBON FERRO MANGANESE

Invitation To Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites sealed tenders/Offers only from **Indigenous suppliers** for supply of **)HIGH CARBON FERRO MANGANESE (40-100mm size)**, conforming to Technical specifications at **Annexure -I** of this tender document.

1.2 **QUANTITY**: The PURCHASER intends to purchase **500 MT(five hundred metric tons) HIGH CARBON FERRO MANGANESE(40-100mm size)**of conforming to Technical specifications at **Annexure-I** of tender document.

1.3 **DELIVERY**: **The tentative schedule at which the supplier should effect delivery isa) @ 100 MT/month (one hundred Metric Tons per month) from Jan to May 2019,** or as indicated by RINL-VSP in Purchase Order (PO)/ LOA. However, RINL-VSP reserves the right to revise the delivery schedule depending on our production requirements and storage capacity, without any additional financial implication to RINL-VSP.

1.3.1 The successful tenderers should commence delivery of material within **7 days from the date of Purchase Order** (Acceptance to Tender) and complete delivery of the offered monthly quantity, as per schedule, **in an evenly spread manner through-out the month**.

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

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

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

1.4.1 Offers should be submitted in two parts as follows:

	Form of submission	Due date & time
Part A: Techno-Commercial Bid along with EMD / Bid Bond in original	**In Physical Sealed form, as per the instructions given in this Tender document**	**10:30 AM on 04.01.2019**
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 04.01.2019**

Date & Time of opening of Offers: After 10:30 AM on 04.01.2019.
Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

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

1.4.3 RINL-VSP shall have the option of conducting **SRM Live Auction** (Reverse E-Auction) in SAP-SRM platform. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's **SRM portal https://srm.vizagsteel.com/ with the same User ID and Password**. User manual for participation in e-auction is available in our portal mentioned above. **RINL reserves the option of conducting the SRM Live Auction with 'Auto Start Price' or 'Manual Start Price' or 'No Start Price', at its sole discretion**. In the e-auction, the bidders would be required to bid prices only on **LNITC (Landed Net of Input Tax Credit) basis**.

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

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

1.5.1 Each tender/Offer shall be considered only if EMD/Bid money in Indian Rupees by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 3,75,000/- (Indian Rupees Three lakhs and seventy five thousand only**) is submitted along with or prior to opening of Techno-commercial Bid.

1.5.2 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation)

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

1.6.0 Tenders/Offers will be received up to **10:30 Hrs. (IST) on 04.01.2019**Techno-Commercial part of the Offer (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present. Technical Bid of the E-RFX Response submitted through VSP's SRM Portal shall also be opened in SAP-SRM on the same day of opening of physical Techno-Commercial Bids. However, the E-Price Bids / Price RFX Responses shall be opened after technical and commercial evaluation of the Offers received. The date and time of E-Price bid opening and Live Auction in SAP-SRM shall be intimated in advance to the tenderers whose Offers are found technically and commercially acceptable to VSP.

1.6.1 Offers received against this NIT / Open Tender shall not be returned in case the tender opening date is extended / postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended due date, by clearly stating the extent of updation done to their original offer. RINL-VSP reserves the right to open the original Offer along with revised Offer(s).

1.7 All the Offers shall be evaluated on Landed Net of Input Tax Credit Price (LNITC) basis to arrive at L1 price.

1.8 No of Sources: 01 (One). No. of sources is intended only one. The tendered quantity shall be procured from one Techno-commercially acceptable L1 tenderer, provided the L1 tenderer offers for supply of total tender quantity as per the delivery schedule indicated above. In case the quantity offered by L1 tenderer is less than the tendered quantity, then RINL at its sole discretion shall opt to procure from more than one source to tie-up the balance quantity, subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking.

1.9 Not-withstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

a) To accept or reject the lowest tender or any other tender or all the tenders;
b) To accept any tender in full or in part;
c) To reject the offers not conforming to the tender terms and
d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises) as follows, subject to submission of documents as stipulated at **8.5** of **Annexure-II,** as per VSP's prevailing guidelines:

Purchase preference is accorded to Local and non-local **Micro & Small Enterprises** (**MSEs**) as mentioned below, subject to subject to submission of documents as stipulated vide clause **8.5 of Annexure-II**. Further, the Open tender document shall be provided free of cost and exemption shall be given from submission of Earnest Money Deposit (EMD) for such MSEs.

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

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

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

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

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

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

i) Where there is/are eligible Local MSE(s) and it is not possible to split the order, 100% of the order quantity shall be placed on the lowest eligible Local SSI/MSE.

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

Executive Director (MM)

ANNEXURE -I to Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

i)TECHNICAL SPECIFICATION OF HIGH CARBON FERRO MANGANESE(40-100 mm)

I) Technical Specification of HIGH CARBON FERRO MANGANESE:
a) MATERIAL COMPOSITION:
MANGANESE: 70 % Min
CARBON: 7.5 % Max
SILICON: 1.5 % MAX
PHOSPOROUS: 0.43 % MAX
SULPHUR: 0.05 % MAX
Rounding off shall be done as per IS-2 expect for sulphur content
b) Physical
Size : 40 mm to 100 mm
SIZE TOLERANCE
+ 125mm : Nil
+ 100mm : allowed 3 % of the lot size
- 40mm : allowed 5 % of the lot size (including 1 % of -10mm)
- 10mm : shall not exceed 1 % out of 5 % of the lot size
II) PENALTY: For Chemical composition and size is as given below:
(a)Penalty shall be imposed for variation in Chemical Composition as follows:
1) For Mn
Less than 70.0 % and upto 69.0 %: 2 % penalty on basic price and
Less than 69.0 % and upto 68.0 %: 4 % penalty on basic price and
Less than 68.0 % : Total rejection
2) For C
More than 7.5 % and upto 8.0 %: 2 % penalty on basic price and
More than 8.0 % : Total rejection
3) For Si
Above 1.5 % : Total rejection
4) For P
More than 0.43 % and upto 0.46 %: 0.5 % penalty of basic price for every 0.01 % increase and
More than 0.46 % and upto 0.49 %: 2.0 % penalty of basic price for every 0.01 % increase andMore than 0.49 % : Total rejection
5) For S Above 0.05 % : Total rejection
(b)Permissible fraction and penalty clauses for Physical size as follows
a) For material deviating in size up to 3% of the lot size on (+) 100 mm size and up to 5% of the lot size in the (-) 40 mm size subject to (+) 125 mm is nil and (-) 10mm does not exceed 1% out of 5% of the lot size in the undersize shall be accepted without any penalty.
b) If the material is deviating in size beyond the allowable limits given above, up to another 3% on (+) 100 mm size or additional 5% on (-) 40 mm size subject to the condition that (+) 125 mm is nil and (-) 10 mm does not exceed 1% out of 10% of lot size shall be acceptable with a penalty of 3% on the total lot value of the inspected quantity.
c) If the material is deviating in size beyond the allowable limits given above, up to another 3% on (+) 100 mm size and also additional 5% on (-) 40 mm size subject to the condition that (+) 125 mm is nil and (-) 10 mm does not exceed 1% out of 10% of lot size shall be acceptable with a penalty of 6% on the total lot value of the inspected quantity.
WITHOUT PENALTY
Size Tolerance
+125 mm : Nil
+100 mm : 3% of lot size

-40 mm : 5% of lot size
(including 1% of -10 mm)
-10 mm : 1% out of 5% of lot size
No penalty
WITH PENALTY
Size Tolerance
+125 mm : Nil
+100 mm : >3% <= 6% of the lot
-40 mm : >5% <= 10% of the lot
(including 1% of - 10 mm)
-10 mm : 1% out of 10% of lot size
As indicated at (b) and (c) above.
Apart from what is indicated above, the material will be accepted if (-) 10 mm is beyond 1% and up to 2% of the lot. However, payment will not be made for 1.5 times the quantity in the range beyond 1% and up to 2%. The total lot of material will be rejected if (-) 10 mm exceeds 2% of the lot.
III) PACKING: The material should be securely packed in New nonreturnable One Metric Ton HDPE bags or New non-returnable 50 Kg double Gunny / HDPE bags. The bag should be properly stitched and sealed. The bags should also be stencilled in ink the ITEM NAME AND THE SUPPLIERS NAME. The packing should avoid fines generation and contamination from foreign particles/moisture.
IV) Test certificate shall be submitted from Government / Government Approved laboratories or own lab in case of ISO certified manufacturer.
Note: The material delivered should be moisture free and dry.
Instructions

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ANNEXURE -II to Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDIBILITY OF UN-ENLISTED VENDORS: **Tenderers who are approved / enlisted Vendors of RINL for HIGH CARBON FERRO MANGANESEneed not submit Credentials to VSP for this tender. Registration Certificate is issued by RINL to such Vendors.**

If a tenderer who responds to this tender **is not presently enlisted with RINL / VSP as an approved Vendor for HIGH CARBON Ferro Manganese**, the tenderer is requested to furnish copies of the following documents separately in a sealed envelope super scribing **"CREDENTIALS" and our RFX no. & date"**, along with Techno-Commercial Bid (Part-A):

i) Notarized Statutory manufacturing / service industry registration certificate, i.e., EM- Part II issued by DIC / NSIC registration certificate for the same / similar items for MSEs (Micro & Small Enterprises).

(or)

Notarized copy of Certificate of Registration of Shops and Establishments for a Dea1er/ Agent /Trader etc.

(or)

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

ii) Notarized Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.

iii) Notarized copy of **GST registration** certificate and PAN card copy in the name of company in case of Limited companies or in the name of Individuals in case of Proprietary firms.

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

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

vi) Self-certified ISO certificate, if any.

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

a. Details of Manpower & Machinery (Self Certified).
b. Details of Testing & Inspection facilities available (Self certified).

However, for the items related to public safety, health, critical security operation and equipments, etc., relaxation shall not be applicable.

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL / VSP. The tender/Offer of non-enlisted vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) or RINL/VSP finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard is final.

2.0 GENERAL INFORMATION/ DOCUMENTS TO BE FURNISHED BY TENDERERS:

2.1 Tenderers who are Manufactures/Suppliers of **' FERRO MANGANESE'** shall furnish the following along with the Credentials mentioned above:

a) Detailed information of the Manufacturer/Supplier in the prescribed format at **Annexure-X**.
b) A recent Test Report / Inspection Certificate issued for the material by a reputed International test house / Government approved test house, in case the tenderer is a new Supplier to RINL / VSP.

2.2 Tenderers who are suppliers of **FERRO MANGANESE** offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - VI** of the Tender document, specifically authorizing the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Techno-Commercial bid.

2.3 In case the Principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.

2.4 Only one offer should be received from each principal manufacturer either directly or through their Agents. In case more than one offer is received from the same Principal Manufacturer, then all the offers of the same Principal Manufacturer will be rejected including the direct offer, if any.

2.5 The tenderers should submit **Quality Assurance Plan** along with Techno-Commercial Bid.

2.6 The tenderers are requested to fill up and submit the signed Check List of Techno-Commercial terms as at **Annex - IV** of ITT, along with Techno-Commercial bid.

2.7 **INTEGRITY PACT - VITAL**: The Tenderer is required to unconditionally accept the "Integrity Pact" as per the proforma at **Annexure – IX** of this tender document and shall submit the same duly signed along with his Offer. Submission of signed Integrity Pact by the tenderer is a **VITAL** condition. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder:

Nodal officer :	IEM
Shri BHATTACHARYA A GM (MM-Purchase) Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Administration Building – 3rd Floor Visakhapatnam – 530031 Phone No : 0891-2518534 Fax No : 0891-2518753 E-mail: agnimitra@vizagsteel.com	Name : Sri. V V R Sastry 2.Address : Shri VVR Sastry # 957, 9thMAIN, 3rd Stage, 3rdBlock, Basaveswaranagar, Bangalore, Karnataka, Pin – 560 079 Mobile No : 98452 79327 email ID : sastryvvr@gmail.com
	Name : Sri. P K Vijayakumar Address : Shri P K Vijayakumar, Madhavam, Vaniyan Lane, Punkunnam (Post), Thrissur, Kerala, Pin – 680 002 Mobile No : 85473 81122 email ID : vkmenon78@gmail.com
	Shri Siva Prasad Rao Address: Flat No. 4 H, South Park Apartment, Opp. HDFC Bank, Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No : +91 9908511188 Email Id : sivaprasadrao1950@gmail.com spr50@rediffmail.com

3.0 SUBMISSION OF OFFERS:

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 who are not having vendor code allotted by VSP, may register by clicking on **"New Vendor? Initial Registration"** available in the home page of our SRM portal, by providing requisite details.
- Please go through page nos. **51 to 55** of the User Manual (**Awareness on e-tendering for Vendors) in case of any log-in problems.**

- After logging in, Click on "RFX and Auctions" tab
- Click on 'All(1)' against 'e-RFXs' and Click on 'Refresh'. Refer page numbers **13 to 21** of the User Manual (**Awareness on e-tendering for Vendors)**
- It displays the RFX Published by RINL-VSP. Check the RFX no., date and Submission deadline.
- Alternative is: Click on 'Show quick criteria maintenance' and Enter the RFX number in the Event Number field and Click on Apply. Then the required RFX will be displayed below.
- Click on the RFX number to enter in to the RFX (Display RFX). Check the basic details like Submission deadline, item and quantity etc
- Click on 'Technical RFX' (yellow button) to open C-Folder (a new window)
- Click on 'Publisher Area' in the C-Folder and download all the tender documents uploaded by VSP.
- Please do not log-off the C-folder. Only close it all times.
- After going through VSP's Tender document, Vendor may decide whether to participate or not in this RFX.
- Please click on 'Register' in 'Display RFX' page and provide your email-id as required. After this step, 'Participate ' Button will be enabled.
- Please click on 'Participate' or 'Do not Participate' in 'Display RFX' page, as the case may be.
- After clicking on 'Participate', Click on 'Create Response'. Then 'RFX Response' (Offer) no. is generated by system and is displayed.
- Click on 'Save' to enter into your 'RFX Response' page.
- Click on Edit to enter / modify any data in your 'RFX Response' (frequently Use Edit, Check, Save and Refresh buttons while entering/modifying the data)
- Enter Offer Validity date against 'Quoted Validity Date' under 'Basic data' under 'RFX Information' tab.
- Enter Basic price after clicking on 'Details' button under 'Items' Tab, Taxes and duties in 'Item Conditions' & and also answer the 'Questions' under 'RFX Information'. Refer page numbers **27 to 37** of the User Manual (**Awareness on e-tendering for Vendors)**
- Please upload the '**Technical Specification**' (**Annexure-I** of VSP's Open Tender document), duly signed and stamped by the tenderer, as a token of acceptance of same. Signed and scanned copy of this document is **to be uploaded in the C-Folder**, by clicking on 'Technical RFX Response' (yellow button) available in your RFX Response screen. Refer Page nos. **38 to 43** of the user manual (**Awareness on e-tendering for Vendors).**
- Please go through page nos. **44 to 50** of the User Manual (**Awareness on e-tendering for Vendors) for submitting your RFX Response finally.**

SRM LIVE AUCTION (REVERSE E-AUCTION): User Manual available in the home page of VSP's SRM portal by clicking on "Awareness on e-tendering for Vendors" may please be followed (at page numbers 56 to 65) to participate in SRM Live Auction.

Please go through the 'Browser & Java Settings for E-auction' and comply with the same, before participating in the SRM Live Auction

Help Desk for SRM E-Procurement and E-Auction
System related Queries :

a. First Contact **+91 7997023594**, VENU GOPAL, Dy. Manager (ERP)
b. Second Contact **+91 8500669882**, D RAMESH, Asst. General Manager (ERP)
c. **You can also write to :** srm_support@vizagsteel.com

For tender related queries, contact

chandu@vizagsteel.com or vvsomaraju@vizagsteel.com

3.1 **QUOTING OF PRICE(S)**: The price quoted should be for delivery on '**FOR VSP Stores'** basis inclusive of **Freight & Transit Insurance/Ton basis**. However, the rate of applicable taxes, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actuals during the original contractual delivery period. Any change in taxes and duties beyond the original contractual delivery period is to be borne by the Supplier.

3.1.1 **GOODS & SERVICE TAX (GST)**: Tenderers from India should be registered under GST and shall confirm submission of GST Invoice to enable RINL/VSP to avail the Input Tax Credit (ITC). Evaluation of such Offers will be done considering the ITC that would be available to RINL/VSP on GST. Also, the tenderers from India shall indicate the HSN code of the item offered and GSTIN Number in the Techno-Commercial Bid and also in the Invoice, in the event of order placement.

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

3.3 Any revised bids received after tender opening i.e. after opening of Techno-Commercial bids shall be rejected unless it has been furnished in response to a specific request from VSP.

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

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

4.0 TERMS OF PAYMENT:

4.1 100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall

be released on **60th day** (**21st day for Local Micro and Small enterprises** and **45th day for non-local MSEs** subject to submission of documents as stipulated vide clause No. **8.5** below) from the date of acceptance of material at VSP (i.e. GARN date).

4.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.

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

4.4 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL/VSP may possibly be exposed on account of such deviation. The decision of RINL/VSP in this regard shall be final. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustrations given below are not exhaustive. RINL/VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL/VSP, have financial implications to RINL/VSP.

4.5.1 Illustration- I: (Deviation in payment terms)

Description	As per VSP's tender terms	**Deviation & corresponding Loading**
Payment terms	100% against accepted GARN on 60th day from **acceptance** of material at VSP.	**100% against L/C with 60 days** interest free **credit** period from the date of acceptance of material at VSP (**Seller's Bank charges to Seller's account**)
Landed Cost per Ton on FOR VSP Stores basis	**Landed Cost (say for example): Rs. 10,000/-**	
Loading on account of deviation in Payment terms		L/C opening bank charges **@ 0.2%** (plus 18% GST) on Landed Cost per MT. or Rs 35000 per transction which ever is higher

4.5.2 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	**Deviation & corresponding Loading**
Payment terms	100% against accepted GARN on 60th day from **acceptance** of material at VSP.	**100% against L/C payable at sight, upon Goods acceptance by VSP.** (**Seller's Bank charges to Seller's account**)
Landed Cost per Ton on FOR VSP Stores basis	**Landed Cost (say for example): Rs. 10,000/-**	
Loading on account of deviation in Payment terms		i) 18% interest for 60 days on Landed value: **10,000*18%*60/365 = Rs. 295.89** (ii) L/C charges on Landed cost: L/C opening bank charges **@ 0.2%** (plus 18% GST) orRs 35000/ per transcation - whichever is higher on Landed Cost per MT.

The above L/C bank charges and interest loading are subject to vary from time-to-time and will be loaded as per the rates prevailing at the time of evaluation of Offers. However, excess L/C charges if any incurred by VSP shall be recovered at actuals from the payment.

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

A	Basic Price (Rs./MT)	100.00
B	Quoted Freight & Insurance upto VSP Stores (Rs./MT)	2.00
C	GST @ 18% on **'A+B'** (Rs./MT)	18.36
D	Landed Cost (A + B + C) Rs./MT	120.36
E	Interest loading @ 19% per annum say for 30 days short credit offered (D*19%*30/365) Rs./MT	1.88
F	L/C opening charges, in case of L/C payment	0
G	100% Input Tax Credit (ITC) on GST (Rs./MT)	18.36
H	**LNITC** (D + E + F – G) Rs./MT	103.88

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

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

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

7.0 **VALIDITY OF THE OFFER**:

Each tenderer shall keep his Offer firm and valid for acceptance by RINL for a period of 120 **(hundread and twenty)** days from the **actual** date of opening of tenders **i.e. scheduled due date or extended due date, whichever is later**. Offer comprises of Techno-Commercial Bid, online sealed E-Price Bid submitted in VSP's SAP-SRM portal, subsequent technical and commercial clarifications/confirmations, if any, and the Bids submitted in Reverse e-auction (SRM Live Auction).

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

8.1 Each tender/Offer shall be considered only if EMD/Bid money in **Indian Rupees** by way of a Demand Draft or Banker's Cheque (subject to realization) drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam **or a Bid bond in the form of a Bank Guarantee** in favour of RINL for an amount of **Rs. 3,75,000/- (Indian Rupees Three Lakhs and Seventy five thousand only**) is submitted along with or prior to opening of Techno-commercial Bid.

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

8.3 The EMD/ Bid bond must be submitted along with or prior to opening of Techno-Commercial Bid. Tenders received without the EMD / Bid bond of requisite value will not be considered by RINL.

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

(i) Central /State / Govt. Public Sector Undertakings of India.

(ii) SSI Units / Micro and Small Enterprises (MSEs) registered with NSIC / District Industries Centre of the State Government concerned for the item(s)/item category of tendered item(s) for which the tenderer is registered with the respective authority.

(iii) Bidders registered with RINL as enlisted/approved Vendor for the tendered item. Registration Certificate is issued by RINL to such vendors.
SSIs/MSEs and Bidders/Vendors registered with RINL need to submit notarized copies of the relevant valid registration certificates, along with Techno Commercial bid, for claiming exemption of EMD.

8.5 <u>Conditions for availing benefits</u> under Clause no. **1.9 (e)** of tender notice & **4.0** (Payment Terms):

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

MSEs participating in the tender must submit valid certificate of registration **with any one of the below agencies** indicating the details of the particular tendered item / 'item category' along with their Techno-Commercial bid. The Micro and Small Enterprise(s) not registered for the particular item/ item category for which the tender is relevant, will not be eligible for any exemption/preference. The **registration certificate issued from any one of the below agencies must be valid as on tender opening date** (TOD). The successful bidder should ensure that the same is valid till the end of the contract period. The MSEs who have applied for registration or renewal of registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exemption/preference.

a) For all MSEs:

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

b) For Local MSEs:

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

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

8.6 **The EMD / Bid Bond shall be forfeited**:

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

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

9.0 <u>PERFORMANCE GUARANTEE BOND</u>:

9.1 The successful tenderer should submit Performance Guarantee Bond so as to be received in the office of Deputy General Manager (MM-Purchase), RINL/VSP **within 15 (Fifteen) days** from the date of Purchase Order / Acceptance to Tender/ Letter of Acceptance (LOA). The Performance Guarantee Bond is to be furnished by way of a Demand Draft or Bankers' Cheque in favour of RINL, payable at Visakhapatnam (subject to realization) **or in the form of Bank Guarantee as per proforma** at **Annexure – VIII** of the tender document, for an amount covering **5% (Five percent) of the total PO value of the material on Landed Cost basis**. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in **Check List for BGs** along with Performance Guarantee Bond. The check list format is enclosed at **Annexure – VA** of this tender document.

9.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

9.3 The Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.

9.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.

9.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of **120 (One hundred and twenty) days** from the date of delivery of the last consignment.

9.6 **In case of non-receipt of Performance Guarantee Bond from the successful tenderer(s) as above, equivalent amount of PG bond shall be withheld by RINL from any available/due amount of Vendors**.

9.7 The Performance Guarantee Bond shall be released **after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department**, whichever is earlier, under the under the Purchase Order (Acceptance to Tender).

10.0 **INSTRUCTIONS FOR SUBMISSION OF OFFERs:**

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

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

10.2 Each page of the Offer (Techno-Commercial Bid) should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

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

10.4 The Techno-Commercial Bid together with its enclosures should be placed in an envelope which should bear the following superscription: **"Part-A: Techno-Commercial Bid in response to Global Tender (ITT)/ RFX no. 2100008844/ High Carbon Ferro Manganese dtd. 12.12.2018".**

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

10.6 Last date for receipt of Sealed Techno-Commercial Offers as well as online Price Bids is **10:30 Hrs (IST), on 04.01.2019.** The physical Techno-Commercial bids and the RFX Responses submitted online in VSP's SRM portal shall be opened immediately thereafter in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present. **The date and time of opening of E-Price bids and SRM Live Auction shall be intimated separately** at a later date to technically and commercially accepted tenderers.

11.0 Evaluation of Offers:

11.1 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. **RINL reserves the option of conducting the SRM Live Auction with 'Auto Start Price' or 'Manual Start**

Price' or 'No Start Price'. In the e-auction, the bidders would be required to bid prices only on **LNITC (Landed Net of Input Tax Credit) basis**.

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

12.0 COMPLETENESS OF THE TENDER:

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

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

12.3 **STATEMENT OF DEVIATIONS**:

If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms and conditions of the Tender document / GCC, except for the deletions / deviations specifically proposed by them in their offer. (Refer Annexure-VII for General Conditions of Acceptance to Tender).**

12.4 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:

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

12.5 Offers which deviate from the VITAL conditions (as illustrated below) of this tender shall be rejected:

a) Variable price being quoted against requirement of Firm prices.
b) Non submission of complete offers, appending signature on the offer and the prescribed formats.
c) Receipt of Offers after due date & time and or by e-mail/ fax
d) Non-submission of signed Integrity Pact.
e) Non-submission of EMD/Bid bond, wherever applicable

12.6 In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

13.0 PUNITIVE ACTIONS:

13.1 If it comes to the notice of VSP at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any will be forfeited. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

13.2 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and **business dealings with such Firms/ Contractors shall be banned for a period of 2 years.** Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

13.3 If any tenderer backs out after opening of the techno commercial bids within the offer validity period, but prior to reverse e-auction and opening of the sealed price bids, they shall be kept under hold without issue of tender enquiries for the next one tender or three months, whichever is later.

13.4 If the L1 tenderer backs out after opening of the tenders in case of single bid cases (or) after the reverse e-auction/ opening of the sealed price bids in case of two bid cases within the validity period, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months, whichever is later, including barring participation in open tenders.

13.5 If the tenderer(s) back out after award of contract, they shall be kept under hold without issue of tender enquiries for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s).

14.0 **Right to accept/reject Offers:**

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

15.0 **Authorisation**

Representative of the tenderers are required to produce letter of authorization, if they are to be permitted to attend tender opening at RINL/VSP.

16.0 Wherever the supplier quotes on FOR destination / VSP Stores basis supplier should ensure that materials are dispatched through registered common carriers as per the "Carriage by Road Rules 2011" notified on 28.02.2011 and " The Carriage by Road Act 2007". The Act / Rules are available on website www.morth.nic.in.

ANNEXURE-III to Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

BLANK PRICE BID PROFORMA

1. Name of the Tenderer : To be filled

2. Address : To be filled

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

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

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

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

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

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

Name and Signature of the Tenderer

Note: 1) Blank Price bid should not contain any caveat conditions. In case any other data or information not relevant is noted in the price bid, the same shall not be taken in to consideration.

2) This Price Bid proforma with **blank** prices is to be enclosed to the Techno-Commercial Offer. However, the percentage of applicable Taxes and Freight per unit **(**whether included in quoted Price / quoted separately in 'Item Conditions' of RFX Response) are to be mentioned. **Prices to be submitted electronically in the RFX Response through VSP's SRM portal only. Price/MT offered in the Item 'Details' and Freight/MT offered in the 'Item Conditions' of RFX Response shall be binding**..

ANNEXURE-IV to Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

CHECK LIST TO BE FILLED AND SUBMITTED ALONG WITH TECHNO - COMMERCIAL BID

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY TENDERER: ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and Address of the Tenderer			
2	Quantity Offered	To be confirmed as per Para **1.2 & 1.3** of tender notice		
3	Technical specification	To be confirmed as per **Annxure-I** of ITT		
4	Delivery schedule & Commencement of supplies	To be confirmed as per Para **1.3 & 1.3.1** of tender notice		
5	Payment terms	To be confirmed as per Clause **4** of Annx-II of ITT & Clause **7** of Annex-VII of ITT		
6	Bid Bond / EMD	To be confirmed as per Cl. **8** of Annx-II of ITT		
6a	**For claiming exemption of EMD**	Relevant Valid registration certificate submitted, as per Cl. **8.4** of Annex-II of ITT		
7	Quality Assurance Plan	To be submitted as per Cl. **2.5** of Annx-II of ITT		
8	Price Basis	To be confirmed as per Cl. **3.1** of Annx-II		
9	Price firmness	To be confirmed as per Cl. **6** of Annx-VII of ITT		
10	Insurance	To supplier's account		
11	Packing	To be confirmed as per Cl. **4** of Annx-VII of ITT		
12	Validity of Offer	To be confirmed as per Cl. **7** of Annx-II of ITT		
13	Inspection	To be confirmed as per Cl. **1** of Annx-VII of ITT		
14	Total Rejection	To be confirmed as per Cl. **2** of Annx-VII of ITT		
15	Weighment	To be confirmed as per Cl. **5** of Annx-VII of ITT		
16	Test cum Guarantee certificate	To be confirmed as per Cl. **3** of Annx-VII of ITT		
17	Liquidated damages	To be confirmed as per Cl. **9.0** of Annx-VII		
18	Default	To be confirmed as per Cl. **10.0** of Annx-VII		
19	Risk Purchase	To be confirmed as per Cl. **11** of ITT Annx-VII		
20	Arbitration & Jurisdiction	To be confirmed as per Cl. **18** of ITT Annx-VII		
21	Force Majeure	To be confirmed as per Cl. **17** of ITT Annx-VII		
22	Performance Guarantee Bond	To be confirmed as per Cl. **9** of Annx-II of ITT		
23	Evaluation of Offers	To be confirmed as per Cl. **11.0** of Annx-II		
24	Other T&C of ITT / VSP's GCC	To confirm acceptance		
25	Submission of GST Invoice	To confirm acceptance as per Cl. **8.0** of Annx-VII of ITT		
26	Signing of Integrity Pact	To confirm as per Cl. **2.7** of Annx-II of ITT		
27	**RFX Response No.**	To be mentioned here		

……..

Signature and Name of the Tenderer

ANNEXURE-V to Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

PROFORMA OF BANK GUARANTEE FOR EMD / BID BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

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

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

Bank Guarantee No. _____ Dt. _____

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide **Open Tender (ITT)/ RFX RFX no. 2100008844/ High Carbon Ferro Manganese dtd. 12.12.2018** (hereinafter referred to as the said Invitation to Tender) for purchase of 500 **MT of High Carbon Ferro Manganese**. AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for (**) Rs. _____ and valid upto _____ as guarantee that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL for a period of .120 **(one hundread and 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 total Landed Cost of the Order placed by RINL, **within 15 (Fifteen) days** from the date of Purchase Order / Acceptance to Tender / LOA (Letter of Acceptance)**.**

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for supply of **HIGH CARBON FERRO MANGANESE**on the basis of 'FOR VSP Stores' delivery.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur Rs. _____ (Rupees _____).

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

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

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

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

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

For and on behalf of

_____
(Name of the Bank)

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

ANNEXURE-VA to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESEdtd. 12.12.2018

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: **Tender No. / PO no. & Date :**
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: **BG Date:**
BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers singing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No

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

Name & Signature of the Tenderer

Date: ……

ANNEXURE-VI to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER

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

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

Dear Sir,

Ref: Your **Open Tender (ITT)/ RFX no. 2100008844/ HIGH CARBON FERRO MANGANESE dtd. xx.xx.2017**

.

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

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

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

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

Our other responsibilities are as follows:

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

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

Yours faithfully,

For and on behalf of M/s _____ (Name & Signature of Manufacturer with company's Seal)

Note:
a) Whenever manufacturers authorize their (agent/dealer/stockist/distributor) to quote against the tender, they shall submit an authorization certificate as per the format given above. This certificate of authorization should be **submitted on the letter head** of the manufacturing concern and should be signed by a person on behalf of the manufacturer, who is competent to authorize the agent/dealer/stockist/distributor. If the authorization certificate is not furnished as per the above format, the tender shall be liable for rejection.
b) (*1) To strike out whichever is not applicable. If agency commission is payable % is to be furnished.
c) (*2)To indicate exact basis of offer - FOR/Ex-works/FOB/CIF/others (to be specified)

ANNEXURE-VII to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESEdtd. 12.12.2018

TERMS & CONDITIONS OF ACCEPTANCE TO TENDER

1.0 INSPECTION (SAMPLING & ANALYSIS) :

Inspection at VSP shall be final. The sampling and analysis shall be as per the following procedure:

Sampling and Analysis shall be done at VSP on receipt of materials. The sample shall be drawn from **each Truck / Consignment / Day Book** received from the supplier. The sample so drawn shall be tested for size at VSP stores and for chemical analysis at VSP laboratory. In case the material is rejected on account of sieve analysis and/or chemical analysis, the supplier shall be intimated to depute their representative for joint sampling within **3 days** of intimation (excluding the day of intimation). In case the supplier's representative do not turn up within the stipulated time as above, VSP will collect the sample and carry out the tests and the results of the same shall be final and binding on both the Seller and Buyer. The representative of suppliers may be present while sampling, if desires.

The chemical analysis of the material received shall be tested in VSP laboratory by Spectrometer method (**XRF**). Sieve analysis for size shall be carried out on round mesh sieves at VSP Stores. The inspection results for chemical analysis and sieve analysis at VSP shall be final.

2.0 TOTAL REJECTION: Any lot deviating beyond the limits specified shall be rejected and shall not be paid for. All deviations / rejections shall be informed to the Seller. The Seller has to ensure lifting of the materials **within 15 days** from the date of issue of such notice to the Seller or otherwise **1% of material value per month** or part thereof as storage cost will be leviable by VSP till such time the material is lying at VSP stores at Seller's risk. Payment, if any, made by RINL-VSP for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant. In case the material is required at plant for meeting its urgent production requirements, the rejected material will be consumed and the payment for such rejected quantity which is used shall be decided by the Material Review Board (MRB) of RINL/VSP. The decision of MRB shall be final and binding on both the parties.

3.0 TEST cum GUARANTEE CERTIFICATE:

The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly covering the relevant physical and chemical parameters, batch number and other identification marks, if any and shall provide guarantee for replacement in case of any deviations / manufacturing defects. Test certificate shall be submitted from Government / 'Govt. approved' laboratory or own lab in case of ISO certified manufacturer.

4.0 PACKING: . : The material should be securely packed in New nonreturnable One Metric Ton HDPE bags or New non-returnable 50 Kg double Gunny / HDPE bags The bags should be properly stitched and sealed. The bags should also be stenciled in ink the ITEM NAME ANDTHE SUPPLIERS NAME. The packing should avoid fines generation

andcontamination from foreign particles/moisture. The supplier should do **numbering** on each bag of material supplied for every consignment.

Numbering in below format may please be **stencilled in ink** on each bag for every consignment:

Bag Sl. No. 0001, 0002, ... 0020 (for a consignment/Invoice of say 20 MT)

For another Consignment / Invoice of say 30 MT : the numbering shall again start from 0001, 0002, ... and ends with 0030. The supplier should arrange numbering in 4 digits on each bag

5.0 WEIGHMENT:

All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for payment.

6.0 **PRICE FIRMNESS**: Price shall remain FIRM till completion of supplies.

7.0 TERMS OF PAYMENT:

7.1 100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released on **60th day** (**21st day** for Local Micro and Small enterprises and **45th day** for non-local MSEs, subject to submission of documents as stipulated vide clause No. **8.5** of Annex-II) from the date of acceptance of material at VSP (i.e. GARN date).

7.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database. In case of L/C Payment, suitable loading will be made while evaluating the offer.

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

9.0 **LIQUIDATED DAMAGES:**

Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages **@ 0.5%** of the price of the delayed consignment, **for each week or part thereof** shall be levied and recovered subject to a maximum of **10%** of the total order value excluding GST .

10.0 **DEFAULT:**

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a

company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide **17.0** herein below.

11.0 **RISK PURCHASE:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in para **10.0** herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

12.0 **RECOVERY OF SUMS DUE:**

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

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

14.0 **TRANSFER AND SUB-LETTING:** The SELLER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER.

15.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION**:

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

16.0 **WAIVER**:

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

17.0 **FORCE MAJEURE**:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other **within 21 days from the date of occurrence** thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period **exceeding 60 days** either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Seller may with the concurrence of the Purchaser, elect to retain.

18.0 **ARBITRATION AND JURISDICTION:**

18.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

18.2 In case of any legal proceedings are instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted in the appropriate Civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have Jurisdiction.

19.0 **LEGAL INTERPRETATIONS**:

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

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

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ANNEXURE-VIII to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

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

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

To
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant

Bank Guarantee No. _____ Date: _____

LETTER OF GUARANTEE

WHEREAS M/s. _____hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER / PURCHASE ORDER No._____ Dated_____(hereinafter called the said A/T) for the supply of _____ Metric Tons of **HIGH CARBON FERRO MANGANESE**(hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, ……..... (name of bank & branch) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____(Rupees_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T and/or in the performance of the said A/T by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said A/T or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, ……. (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) **120 days after the date of delivery of the last consignment** of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, …….(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, …….. (name of bank & branch), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

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

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

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

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

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

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

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

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

Name & Designation:
DULY CONSTITUTED ATTORNEY& AUTHORISED SIGNATORY

ANNEXURE- IX to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESEdtd. 12.12.2018

INTEGRITY PACT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as **"The Principal",**

And

…… hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **supply of HIGH CARBON HIGH MANGANESEin response to Open Tender (ITT)/ RFX no. 2100008844/Ferro dtd. xx.xx.2017**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 – Commitments of the Principal:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages:

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

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

Section 5 – Previous transgressions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 – Duration of the Integrity Pact:

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

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

Section 10 – Other provisions:

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

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

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

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

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

_____ _____

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

(Office Seal)

Place: _____

Date: _____

Witness 1: _____
(Name & Address)

_____

Witness 2: _____
(Name & Address)

_____

ANNEXURE-X to Open Tender (ITT)/ RFX no. 2100008844/HIGH CARBON FERRO MANGANESE dtd. 12.12.2018

	FORMAT FOR FURNISHING SUPPLIER DATA	
1	**Supplier Code**	
2	**Name of the Unit**	
3	**Communication Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. & Fax No.:	
4	**Registered Office Address:**	
	Street / City	
	Pincode	
	Tel. Phone Nos. Fax No.:	
5	**Works Address: street / city**	
	Pincode	
	Tel. Phone Nos. Fax No.:	
6	E-mail (e-mail id shall not be of an individual, it shall be of the organization only)	
7	Constitution of the Firm	Private Ltd. / Public Ltd./ Partnership/ Prop.
8	**Status of the Firm**	**Micro / Small / Medium / Large Scale Manufacturer / Dealer / Trader**
9	Name & Designation of CEO / Director/ Proprietor	
10	**GST Registration:**	
	a) GSTIN Number	
	b) Regn. No. & Date	
11	**Income Tax Registration:**	
	a) **PAN / GIR No. :**	
12	**Details of Plant & Equipment**	

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

Signature :

Designation :

Office Seal :

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