OPEN TENDER NOTIFICATION

Invitation to Tender (I T T) No.Pur.9.13.0088/4504/ Dated. 29.12.09

Sealed tenders in two bids i.e., Techno-Commercial and Price bid are invited for the supply of CALCIUM CARBIDE

Last date & time for receipt of Tenders : 29.01.2010 by 10.30 HRS (IST)

Tender Details can be downloaded from our Website: www.vizagsteel.com<TENDERS><MATERIALS MANAGEMENT>

- EXECUTIVE DIRECTOR (MM)
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OPEN TENDER NOTICE FOR SUPPLY OF CALCIUM CARBIDE

INVITATION TO TENDER (ITT) NO Pur.9.13.0088/4504 Dated. 29.12.09

1.0 NOTICE INVITING TENDERS FOR SUPPLY OF CALCIUM CARBIDE

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders for supply of CALCIUM CARBIDE conforming to Technical specifications at Annexure -I of tender documents.

1.2 QUANTITY: The PURCHASER intends to purchase 1000 MT of Calcium Carbide conforming to Technical specifications as at Annexure-I of tender documents.

1.2.1 ORDER QUANTITIES: The quantity / quantities shown in the ITT shall be ordered on 2 Tenderers in the ratio 60:40 on the basis of ranking from the lowest evaluated tender onwards subject to matching the rate / rates of the lowest evaluated Tender. However, VSP reserves the option to order full tender quantity on one tenderer in case other tenderers do not match L-1 quoted price.

1.2.2 DELIVERY: The Tenderers should confirm the delivery schedule given at Annexure – I of these tender documents. In case a tenderer cannot confirm the above delivery schedule due to any reason, the possible delivery schedule shall be quoted. VSP has the sole discretion to accept or reject such offers deviating from the delivery schedules given in the tender documents.

1.2.3 The successful tenderers should commence delivery of material within 7-10 days from the date of placement of LOI/A/T and continue supplies at the offered monthly scheduled quantity basis till completion.

1.3 Tenderers should submit their tenders in accordance with the instructions given and the detailed terms of this Invitation to Tender and the formats, which are available for free downloading on our website :www.vizagsteel.com (visit :www.vizagsteel.com, Click on “Tenders”, Click on “Materials Management” and Click on “Detailed terms and conditions of Invitation to Tender (ITT)”)

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

Tel: +91 891 2518309 Ext. 163 Fax: +91 891 2518753 / +91 891 2517468 Ext. 139 +91 891 2518756
1.3.1 The Tender is to be submitted for supply of Calcium Carbide in separate sealed covers super scribing ITT No. and Due Date clearly on the envelopes whether it contains Part A: Techno- Commercial Bid or Part B : Price Bid. Both these covers are to be placed in a Third Sealed outer cover super scribing the ITT No. & Date.

Part-A : Techno-Commercial Bid and Part-B : Price Bid

A Proforma as given in **Annexure –III** of the Tender Documents is prescribed for Part- B : Price Bid. The tenderers should submit their Part-B: Price Bid only in the prescribed proforma. Price bid should contain no caveat conditions. **Offers received to the contrary stand rejected.**

1.4 **Reverse-e-auction :** RINL/VSP may go in for Reverse-e-auction for this item. Hence tenderers are requested to indicate their user ID for participation in reverse-e-auction as per Clause No.15 of “Detailed terms & Conditions of ITT” available in our website **www.vizagsteel.com.** Tenderers shall ensure compliance to Clause No.15 of “Detailed Terms and Conditions of Invitation to Supply Tender” and ensure submission of all relevant documents complete in all respects.

1.4.1 Tenderers are requested to **go through the MM Reverse-e-auction User Manual “** available on our Website : **www.vizagsteel.com** before participating in the Reverse-e-auction. Kindly note that in the Reverse-e-auction, tenderers have to bid their prices online on Landed net of Cenvat(LNCP) basis. For this purpose, you may go through the process of arriving at LNCP which is also available at VSP’s website in the following path :

Click: ‘www.vizagsteel.com’
Click: Tenders
Click: Materials Management
Click: Detailed terms & conditions of Invitation to Tender(ITT)
Click: Detailed terms & conditions of Invitation to supply tender
Please refer Annexure-V(Process for evaluation of offers for determining the landed net of CENVAT price)

1.4.2 The L-1 tenderer is required to submit the break-up for arriving at the quoted LNCP Price which is to be given immediately after Reverse-e-auction.

1.4.3 After successful conduct of Reverse-e-auction and placement of the order based on the L-1 price received in the MM Reverse-e-auction, the price bids submitted by the Tenderers shall be returned.
1.4.4 The date and time of Reverse-e-auction shall be intimated separately to technically and commercially acceptable tenderers.

1.5 **BID MONEY/ BID BOND**
A tender shall be considered only if BID MONEY in Indian Rupees by means of either a Demand Draft drawn on any Scheduled Bank and payable to Rashtriya Īspat Nigam Ltd. at Visakhapatnam or BID Bond in the form of Bank Guarantee (as per the prescribed proforma at Annexure –V of the Tender Documents) established in favour of RINL for an amount of Rs.3,75,000 (Rupees Three lakhs seventy five thousand only) is to be submitted along with or prior to Opening of Part-A: Techno-commercial Bid.

**NOTE:** The following vendors are exempted from submission of EMD/Bid Money
1) Public Sector Enterprises (PSEs)
2) Vendors registered with VSP
3) SSI Units registered with NSIC

1.5.1 The BID Bond as mentioned above should be established either in the form of Bank Guarantee issued by any of the Nationalized Bank or Internationally reputed Bank (whether situated at Visakhapatnam or outstation) with a clause to enforce the same on their local branch at Visakhapatnam or by way of Account payee Demand Draft payable at Visakhapatnam in favour of Rashtriya Īspat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Indian Nationalized Banks) should however be from the branch located in Visakhapatnam only. The Bond 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 the BID BOND/ BID MONEY of requisite value will summarily be rejected. BID MONEY if paid in cash, shall not accrue interest.

1.6 Tenders will be accepted up to **10.30 Hrs. (IST) on 29.01.2010.** Techno-Commercial part of the Tender (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. The date and time of price bid opening shall be intimated separately to technically and commercially acceptable tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the presence of the Tenderers or Authorized Representatives of the Tenderers who may choose to be present.

1.7 **TENDER DOCUMENTS:** Tenderers who are interested to participate in the tender can download the tender documents from our website: [www.vizagsteel.com](http://www.vizagsteel.com) and submit their offer before **10.30 (IST) on last date of receipt of tender as per the instructions given in the tender documents.**

1.7.1 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT cost arrived at the Foreign exchange rate as on the date of opening of tenders (price bids)
1.7.2 Notwithstanding anything specified in these Tender Documents, RINL, in its sole discretion and without having to assign any reason reserves to itself the rights:
   a) To accept or reject the lowest tender or any other tender or all the tenders;
   b) To accept any tender in full or in part;
   c) To procure the tender quantity from more than one tenderer;
   d) To reject the offers not conforming to the tender terms and
   e) To give Purchase preference to Central Public Sector Enterprises (CPSE) as per Government of India guidelines.

1.7.3 Notwithstanding anything that is stated in the various documents specified in the tender notice, in case of contradiction, the interpretation shall be in accordance with the statements contained in the OPEN tender notice for supply of Calcium Carbide and instructions to tenderers (Annexure-II).

EXECUTIVE DIRECTOR (MM)
## Annexure-I

### TECHNICAL SPECIFICATION OF CALCIUM CARBIDE

**ANNEXURE –I TO TENDER NO. Pur.9.13.0088/4504 Dated. 29.12.09**

<table>
<thead>
<tr>
<th>Item Serial No:</th>
<th>001</th>
</tr>
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<tbody>
<tr>
<td>Catalog Number:</td>
<td>04/00811097104</td>
</tr>
<tr>
<td>Description:</td>
<td>CALCIUM CARBIDE GRADE-“B” AS PER IS: 1040-1987 or equivalent International Standard</td>
</tr>
</tbody>
</table>

### A. SPECIFICATION:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Required</th>
<th>As Quoted by Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) SIZE</td>
<td>25 TO 50 MM</td>
<td></td>
</tr>
<tr>
<td>2) YIELD OF ACETYLENE GAS</td>
<td>MIN 288 LTS/KG</td>
<td></td>
</tr>
<tr>
<td>3) ACETYLENE % BY VOLUME</td>
<td>MINIMUM 99</td>
<td></td>
</tr>
<tr>
<td>4) SULPHUR COMPOUND AS (H2S)% BY VOLUME</td>
<td>MAX.0.15</td>
<td></td>
</tr>
<tr>
<td>5) PHOSPHOROUS COMPOUNDS (AS PH3) % BY VOLUME</td>
<td>MAX.0.08</td>
<td></td>
</tr>
<tr>
<td>6) ARSENIC COMPOUNDS (AS ASH3) % BY VOLUME</td>
<td>MAX. 0.001</td>
<td></td>
</tr>
<tr>
<td>7) NITROGEN COMPOUNDS (AS NH3) BY VOLUME</td>
<td>MAX.0.1</td>
<td></td>
</tr>
<tr>
<td>8) PACKING</td>
<td>100 KGS AIR TIGHT MOISTURE</td>
<td>PROOF CONTAINERS</td>
</tr>
<tr>
<td>9) STANDARD</td>
<td>GRADE –“B” AS PER IS:1040-1987 OR EQUIVALENT INTERNATIONAL STANDARD</td>
<td></td>
</tr>
<tr>
<td>10) TEST CERTIFICATE</td>
<td>MANUFACTURER’S TEST CERTIFICATE TO BE SUPPLIED.</td>
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</table>

### B. SPECIAL INSTRUCTION:

1) YIELD OF ACETYLENE GAS SHALL BE MINIMUM 288 LTS PER KG CALCULATED AT 27 DEG. C. AND 760 MM PRESSURE MEASURED DRY OR CORRECTED TO DRY GAS BASIS. REQUIREMENT OF ACETYLENE GAS EVOLVED FROM THE ABOVE CARBIDE SHOULD HAVE THE PROPERTIES AS MENTIONED AT PARAMETER NOS. FROM 2 TO 7 INDICATED ABOVE. MARKING ON THE PACKING SHOULD HAVE NAME, QUALITY, GRADE AND SIZE OF THE MATERIAL, NET AND GROSS MASS, MONTH AND YEAR OF THE PACKING, MANUFACTURER NAME AND/OR HIS RECOGNISED TRADE MARK IF ANY, LOT NUMBER TO ENABLE TO IDENTIFY THE BATCH OF MANUFACTURING FROM THE RECORDS. THE CONTENTS OF THE TEST CERTIFICATE SHALL HAVE GAS YIELD IN LTS. PER KG. MEASURED DRY/CORRECTED TO DRY GAS BASIS, SIEVE ANALYSIS, AND DUST CONTENT. SIEVE ANALYSIS SHALL BE MINIMUM 85% BY MASS OF THE MATERIAL SHOULD RETAIN ON SIEVE HAVING ROUND HOLES OF SMALL DIMENSION AND MAX 5% BY MASS AS DUST.

**SIGNATURE OF THE TENDERER**
2) FOREIGN MATERIAL LIKE STONES AND METAL PIECES SHOULD NOT BE PRESENT.

3) CARBIDE SHOULD NOT GENERATE FOAM WHILE REACTING WITH WATER AND EVOLVING ACETYLENE GASES.

4) THE MATERIAL OF EACH DELIVERY SHALL BE ONLY AFTER INSPECTION & CLEARANCE BY VSP AT SUPPLIER'S PREMISES.

5) TRANSPORT EMERGENCY CARD (ROAD) SHALL BE MADE AVAILABLE WITH TRUCK BRINGING CARBIDE TO VSP

6) MATERIAL SAFETY DATA SHEET TO BE SUBMITTED ALONG WITH SUPPLIES.

7) CARBIDE SHOULD BE FREE FLOWING AND SHOULD NOT STICK TO THE EQUIPMENT.

C). DELIVERY:

THE TENTATIVE DELIVERY SCHEDULE SHALL BE @ 105 MT PER MONTH FROM MARCH 2010 TO OCTOBER 2010, 90 MT IN NOVEMBER 2010 AND 70 MT IN DECEMBER 2010, WITH A DISTRIBUTION BETWEEN TWO LOWEST EVALUATED TENDERERS IN THE RATIO OF 60 : 40 (PLEASE REFER 1.2.1 OF OPEN TENDER NOTICE). HOWEVER IF THE TWO LOWEST EVALUATED TENDERERS' OFFERED QUANTITIES THAT CAN NOT BE DISTRIBUTED IN THE ABOVE RATIO OR OTHERWISE, VSP RESERVES THE OPTION FOR PLACEMENT OF THE ORDER FOR ENTIRE TENDER QUANTITY ON ONE SUCCESSFUL TENDERER OR IN ANY OTHER RATIO OF DISTRIBUTION ON MORE THAN ONE TENDERER BASED ON THE RESPONSE.

TENDERERS SHALL FILL UP AND CONFIRM ACCEPTANCE OF SCHEDULE OF MATERIAL CUM SPECIFICATION FORMAT (ANNEXURE-I) BY DULY SIGNING BY AN AUTHORISED SIGNATORY AND AFFIXING THE SEAL OF THE FIRM AND SUBMIT BACK ALONG WITH THE OFFER.

SIGNATURE OF THE TENDERER
INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDENTIALS OF VENDORS WHO ARE NOT PRESENTLY REGISTERED WITH RINL/VSP:

If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribining “CREDENTIALS” and the ITT REFERENCE as the case may be along with the tender:

A) **INDIGENOUS**: (Indian Manufacturers / Suppliers)

- a) Statutory Industry Registration Certificate.
- b) Excise & Sales Tax Registration Details.
- c) Audited financial statements for the last 3 years.
- d) Other credentials like ISO certificate etc.
- e) List of Purchase orders / contracts executed for PSUs for same or similar items.

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

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

Tenderers who may be the Manufacturers or the Suppliers of Calcium Carbide shall furnish information / data / documents / printed and illustrated literature / brochures covering the following aspects:

- a) Detailed information of the Manufacturer along the at least copies of the executed / on going orders (during the last 1 year) of Calcium carbide with different clients especially in India.
- b) Documents showing the exact nature of ownership.
- c) Country of Origin of material (In case of Import offer).
- d) Production capacity of Calcium Carbide production during the last 3 years.
- e) A recent Test and Inspection Certificate (dated not later than one year from the date of tender) issued for the material by a reputed test house / Government approved test house in case the tenderer is a new Manufacturer / Supplier to RINL / VSP.

**SIGNATURE OF THE TENDERER**
2.1 Tenderers who may be suppliers of CALCIUM CARBIDE offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacturer, 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 Part - A: Techno-commercial bid.

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

2.3 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.

2.4 The tenderers are requested to fill up the check list as at Annexure – IV of the Tender document.

2.5 Integrity Pact: The Tenderer is required to unconditionally accept the “Integrity Pact” enclosed at Annexure – VIII to the tender document and shall submit the same duly signed along with his offer. Offers of the tenderer received without Integrity Pact duly signed, shall not be considered.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of the External Independent Monitor (EIM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sri P.C.Parekh, IAS(Retd.)</td>
</tr>
<tr>
<td>2</td>
<td>Nodal Officer: Sri C.G.Patil, Director(Commercial)/RINL/VSP</td>
</tr>
</tbody>
</table>

3.0 SUBMISSION OF OFFERS:

3.1 QUOTING OF PRICE(S):

3.1.1 The price quoted should be on FOR VSP Site basis inclusive of applicable taxes, duties, levies, Insurance and Freight. However, the rate of taxes, duties, levies, Insurance and freight considered are to be indicated separately. The prices shall remain firm and fixed during the tenure 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. Offer with variable price shall not be considered.
3.1.2 **VALUE ADDED TAX (VAT):** Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input tax credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. For the purpose of evaluation of tenders/bids floated by RINL/VSP for the financial year 2009-10, the rate of ITC that would be available to RINL/VSP shall be as under:

i) Item with 4% VAT qualifies for Input Tax Credit @ 1.44%
ii) Item with 12.5% VAT qualifies for Input Tax Credit @ 9.94%

3.1.3 The price shall remain firm and fixed during the period of contract. Offer with variable price shall not be considered

3.1.4 However, in case tenderers quote any other terms, other than those mentioned in this tender documents, the same shall be loaded as per VSP norms while evaluating their offer.

4.0 **TERMS OF PAYMENT:**

4.1 100% of the value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 30th day from the date of acceptance of material at VSP Stores.

4.1.1 Incase of indigenous offers, PURCHASER encourages Electronic Fund Transfer for payment direct to Seller’s Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Cheque date will be considered for arriving at 30th day wherever payment is made by Cheque. Any other mode of payment term will be suitably loaded while evaluating the tender.

4.1.2 In case other than Indian offers, payment through LC shall be made against submission of documents such as Invoice, VSP’s Inspection Certificate, Manufacturer’s TC, LR & Guarantee Certificate through Bank. All Bank charges within and outside India related to LC Opening shall be to Seller’s account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.

4.1.3 The price bid should contain the price quoted and other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond IITT payment terms of 30 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

4.1.4 In case an offer with deviations to payment terms is considered by RINL/VSP, 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 and binding.
5.0 **VALIDITY OF THE OFFER:**

The offer shall be firm and valid for a period of **120 (One hundred and twenty) days** from the date of opening of tenders.

6.0 **BID MONEY/BID BOND:**

6.1 Each tender shall be considered only if BID MONEY in Indian Rupees by means of either a Demand Draft drawn on any Scheduled Bank & payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam or a Bid Bond in the form of Bank Guarantee (as per the prescribed proforma at Annexure –V of the Tender Documents) established in favour of RINL for an amount Rs 3,75,000 (Rupees Three lakh seventy five thousand), is submitted along with or prior to Opening of Part-A: Techno-commercial Bid.

**NOTE:** The following are exempted from submission of EMD/BID MONEY

1) Public Sector Enterprises (PSU)
2) Vendors registered with VSP
3) SSI Units Registered with Industries Department or NSIC Ltd. This exemption is applicable only to those SSI Units which are having permanent Registration numbers for Calcium Carbide. SSI units should submit a copy of Permanent Registration Certificate along with the Techno-commercial bid. Non-submission of this document by SSI units shall disqualify them for claiming exemption from submission of Bid Bond.

6.2 The BID Bond as mentioned above should be either in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam or outstation) **with a clause to enforce the same on their local branch at Visakhapatnam** or by way of Account payee Demand Draft payable at Visakhapatnam in favour of Rashtriya Ispat Nigam Limited. The Bank Guarantees from other Scheduled Banks (other than Indian Nationalized Banks) should however be from the branch located in Visakhapatnam. The Bond 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 the BID Bond/Bid MONEY of requisite value will be summarily rejected. BID MONEY money, if paid in cash, shall not accrue interest.**

6.3 The BID MONEY must be submitted along with or prior to Opening of Techno-Commercial Bid (Part-A). **Tenders received without the BID MONEY of requisite value shall not be considered by RINL.**

6.4 The BID BOND/BID MONEY shall be forfeited:

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

**SIGNATURE OF THE TENDERER**
7.0 **STATEMENT OF DEVIATIONS:**

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

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

(a) Specification  
(b) Validity of offer  
(c) Price firmness  
(d) Liquidated damages,  
(e) Weighment  
(f) Risk Purchase  
(g) Submission of BID BOND/BID MONEY  
(i) Inspection  
(j) Penalty and total rejection  
(k) Arbitration and Jurisdiction and  
(l) Default  
(m) Offer received in single bid shall be rejected  
(n) offers received by cable, e-mail, telex, fax or Telegram  
(s) late / delayed offers

8.0 **OTHER GENERAL POINTS RELATING TO THE PREPARATION/ SUBMISSION / DESPATCH OF THE OFFER:**

8.1 The detailed offer together with its enclosures should be submitted in two parts:

Part-A – Techno-Commercial Bid  
Part-B – Price Bid.

in two separate sealed envelopes. Part-A should contain all details on technical specifications, other information/ data/ documents/ confirmations/ deviations, if any. A price format as in the Part-B after **blanking the prices** is also to be placed in the Part-A. However, no indication of price in any form, shall be given in Part-A. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0 and 2.5 above are also to be enclosed in Part-A.

**Part-B**: Price Bid should be submitted separately in the prescribed proforma as at **Annexure-III** enclosed to the Tender Documents.

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

**SIGNATURE OF THE TENDERER**
8.3 Each page of the offer should be signed by the authorized officer(s) of the Tenderer.

The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear, in Block capital letters, superscribing “Tender for supply of Calcium Carbide against Tender No. Pur. Pur.9.13.0088/4504 Dated 29.12.09 and should also bear superscription:

Part-A: Techno-Commercial Bid or
Part-B: Price Bid.

The two envelopes should then be sealed separately. The name and address of the tenderer should be mentioned on each of this envelope.

8.4 The envelopes referred to in para 8.3 above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription “OFFER IN RESPONSE TO TENDER NO. Pur.9.13.0088/4504 Dated 29.12.09. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

8.5 Tenders will be accepted upto 10.30 Hrs (IST), on 29.01.2010. The Techno-Commercial bid of the tenders 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 price bid shall be intimated separately to technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorized representatives of the Tenderers who may choose to be present.

8.6 Offers made in Single bid shall be rejected.

8.7 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.

8.8 The price quotations should be given in the Part – B : Price bid and not in any other accompanying documents or statement. No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

SIGNATURE OF THE TENDERER
9.0 **COMPLETENESS OF THE TENDER:**

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

9.2 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:**

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. BID MONEY/ 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 BID MONEY/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

9.3 **SPECIAL TERMS & CONDITIONS:** Please refer Annexure-VII

************

SIGNATURE OF THE TENDERER
Annexure-III


PROFORMA FOR PRICE BID

1.* Name of the Tenderer :

2.* Address :

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item Description</th>
<th>Qty. (in MT)</th>
<th>Basic Unit Price (#) (Rs.)</th>
<th>E.D %</th>
<th>Sales Tax %</th>
<th>Freight (Rs.)</th>
<th>Insurance (Rs.) or %</th>
<th>Landed cost (Rs.) (#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CALCIUM CARBIDE TECHNICAL GRADE”B” AS per IS:1040-1987 OR EQUIVALENT INTERNATIONAL STANDARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Entry Tax (if any) :

(* - Also to be indicated in “Part-A: TECHNO COMMERCIAL BID” by blocking the price part marked with (#) above)

Note: (i) Also Specify APVAT and TIN No. if supplies are from Andhra Pradesh, India

SIGNATURE OF THE TENDERER

P.S. The tenderer shall enclose the blank format of the above Proforma for price bid along with Techno-Commercial offer indicating the percentage of taxes and duties levied along with Freight & Insurance by blanking the price part marked with (#) above. Tenderer shall give specific confirmation as asked above and no other information or condition is given in the price bid. Price bid should contain no caveat conditions. In case any other data not relevant is noted in the price bid, offer is likely to be rejected.

SIGNATURE OF THE TENDERER
<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>TENDER TERMS</th>
<th>AS REQUIRED BY VSP</th>
<th>TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED</th>
<th>DEVIATIONS IF ANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and address of the Tenderer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Quantity offered</td>
<td>To be confirmed as per Para 1.2 of OPEN Tender notice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical specifications</td>
<td>To be confirmed as per Annex-I of tender document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Delivery schedule</td>
<td>To be confirmed as per Para –C of Annexure-I of OPEN Tender notice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Payment terms</td>
<td>To be confirmed as per Cl.4.0 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Letter of Authority from Manufacturer</td>
<td>To be confirmed as per Cl.2.1 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>BID BOND/BID MONEY</td>
<td>To be confirmed as per Cl. 6.0 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Price Basis</td>
<td>To be confirmed as per Cl.3.0 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Price firmness</td>
<td>To be confirmed as per Cl. 3.1.1 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Insurance</td>
<td>To Tenderer’s a/c</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Packing &amp; Marking</td>
<td>To be confirmed as per Cl.6.0 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Weighment</td>
<td>To be confirmed as per Cl.No.2.0 of Annexure-VII</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Submission of CENVAT documents for indigenous supplies</td>
<td>To be confirmed as per Cl.5.0 of Annex-VI I of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Validity of offer</td>
<td>To be confirmed as per Cl.5.0 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Inspection</td>
<td>To be confirmed as per Cl.1.1 of Annex-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Commencement of supplies</td>
<td>To be confirmed as per Cl.1.2.3 of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Test &amp; Guarantee certificate</td>
<td>To be confirmed as per Cl.7.0 of Annex-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Liquidated damages</td>
<td>To be confirmed as per Cl. 8.0 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Total Rejection Clause</td>
<td>To be confirmed as per Cl.No.1.2 of Annexure-VII</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Default</td>
<td>To be confirmed as per Cl.9.0 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Other general conditions of contract for supply</td>
<td>To be confirmed as uploaded &amp; available in VSP’s Website:www.vizagsteel.com</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Integrity pact</td>
<td>To be confirmed as per Annexure-VIII</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

.................................

Signature and Name of the Tenderer with Seal
Annexure-V


PROFORMA OF BANK GUARANTEE FOR BID BOND.

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

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

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

Bank Guarantee No.         Dt.

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. Pur.9.13.0088/4504 Dtd.29.12.09 (hereinafter referred to as the said Invitation to Tender) for purchase of Calcium Carbide

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.3,75,000/- (Rupees three lakh seventy five thousand) and valid for 180 days i.e. upto ........... as guarantee that the tenderer:

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

AND WHEREAS M/s.......................(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of Calcium Carbide on the basis(**) of F O R VSP SITE/FOB/CFR.

SIGNATURE OF THE TENDERER
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.3,75,000/- (Rupees three lakh and seventy five thousand).

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

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

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

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

For and on behalf of

(Name of the Bank)

Signature
Name

(                      )
Duly constituted attorney and authorised signatory

Designation:
Name and Address of the Bank

** To be modified on the source of supply i.e. Indigenous or Import.
LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER OF CALCIUM CARBIDE

(See 2.1 of Annexure -II ‘Instructions to Tenderers’)

To

THE EXECUTIVE DIRECTOR (MM),
BLOCK ‘A’ PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031 (A.P).

Dear Sir,

Sub: Your Tender Notice No. **Pur. 9.13.0088/4504 Dtd. 29.12.09.**

---

We, ............................... a principal manufacturer of Calcium carbide of (place).................do hereby authorise M/s......................(Name and address of Seller) to make an offer in response to this invitation to tender.

We, ............................... a principal manufacturer of Calcium carbide do hereby convey our consent to supply Calcium carbide to the tendered specification through M/s.............................(Name and address of Supplier) as per the terms and conditions of the tender.

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

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

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

Yours faithfully

(NAME)
for & on behalf of M/s......................
(Signature and Name of Calcium Carbide Manufacturer with seal)

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

This letter of authority should be submitted in original along with Part- A: Techno-commercial bid.

SIGNATURE OF THE TENDERER
Annexure-VII

ANNEXURE-VII TO TENDER NO. Pur.9.13.0088/4504 Dated.29.12.09
SPECIAL TERMS & CONDITIONS:

1.0 INSPECTION:
1.1 Inspection of the offered Material at Supplier’s Premises shall be carried out prior to despatch by the designated agency as specified in the Acceptance to Tender by the Purchaser against the readiness of the Material. The supplier shall submit Test certificates / Internal Inspection Reports along with the Inspection call. The material shall be despatched only on acceptance by such designated agency. Accepted Inspection certificate shall form a part of the documents for negotiating the payment.

1.2 TOTAL REJECTION: Any lot deviating beyond the limits specified for chemical parameters as at Annexure-I of the tender documents shall not be paid for. All deviations/rejections shall be informed to the Seller. The Seller is to ensure lifting of the materials within 30 days from the date of issue of such notice to the Seller. Payment, if any, made by the Company for the rejected material, shall be refunded forthwith by the Seller. The Seller also has to ensure immediately supply of equivalent quantity of material as per order specifications to maintain material availability at plant.

2.0 WEIGHMENT:
2.1 The weight recorded at VSP Weigh bridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at VSP Weigh bridge or LR or the Invoice weight, whichever is lower.

3.0 PRICE: The price shall remain firm and fixed during the period of contract. Offer with variable price shall not be considered.

4.0 TERMS OF PAYMENT:
4.1 100% of the value of each consignment shall be made against submission of bills along with accepted GARNs (Goods Acceptance / Rejection Note) issued by PURCHASER on 30th day from the date of acceptance of material at VSP Stores.

4.2 PURCHASER encourages Electronic Fund Transfer for payment direct to Seller’s Bank account on due date for which Seller has to furnish Bank account details in the format prescribed by PURCHASER. Cheque date will be considered for arriving at 30th day wherever payment is made by Cheque. Any other mode of payment term will be suitably loaded while evaluating the tender.

4.3 In case other than Indian offers, payment through LC shall be made against submission of documents such as Invoice, VSP’s Inspection Certificate, Manufacturer’s TC, LR & Guarantee Certificate through Bank. All Bank charges within and outside India related to LC Opening shall be to Seller’s account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.

SIGNATURE OF THE TENDERER
5.0 The Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass ‘duplicate copy’ for the transporter (for availing CENVAT) and “Tax Invoice” (for availing VAT) is handed over by the transporter to VSP. In case of non-submission of this document, the amount equivalent to the loss of CENVAT / VAT shall be recovered from the amount due.

6.0 **PACKING & MARKING:** The material should be securely packed in 100 Kgs. Air Tight Moisture proof Non-returnable containers according to accepted industry practice and International Standard as applicable to the product being supplied. Marking on the packing should have name, quality, grade and size of the material, net and gross mass, month and year of the packing, manufacturer name and/or his recognised trade mark if any, lot number to enable to identify the batch of manufacturing from the records.

7.0 **TEST & GUARANTEE CERTIFICATE:**
7.1 The Seller should submit Manufacturer's Test & Guarantee certificate along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.

7.2 Replacement of defective materials shall be made free of cost (including duties in India to Seller's account) at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at his expenses.

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

9.0 **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 should a receiver be appointed on its assets or make or enter in 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 rik and cost of the SELLER in every way. In such a case, SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by any reason of or in connection with SELLER’S DEFAULT. This Clause is however subject to Force Majeure, as specified in the General Conditions of Contract, available in VSP’s website.

10.0 Tenderers shall fill up and confirm their acceptance with signature and stamp to our schedule of material cum specification format(Annexure-i) and submit it back along with the Techno commercial bid Part-A else the offer shall not be considered

11.0 All other terms and conditions shall be as per VSP's other G.C.C for supply of Material. as uploaded in RINL/VSP website: www.vizagsteel.com

SIGNATURE OF THE TENDERER

*****
ANNEXURE-VIII
(ANNEXURE- IX TO TENDER NO Pur.9.13.0088/4504 Dated.29.12.09
PROFORMA OF INTEGRITY PACT

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

And

.......................................................... hereinafter referred to as “The
Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for <nature of contract, in brief >. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an External Independent Monitor(s) (EIM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, 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 for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.

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

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

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

SIGNATURE OF THE TENDERER
Section 2 - Commitments of the Bidder(s)/contractor(s) :

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

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

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

(c) The Bidder(s)/ Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

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

Copy of the Guidelines on Indian Agents of Foreign “Suppliers/contract agencies” is enclosed.

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

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

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

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

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

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

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

(5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

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

Section 4 - Compensation for Damages:

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

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

Section 5 - Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

(1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

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

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

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

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

Section 8 - External Independent Monitor(s)(EIM(s)):

(1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
(2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.

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

(4) The Bidder(s)/Contractors(s) accepts that the EIM 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 EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.

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

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

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

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

(10) The word 'Monitor' means External Independent 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.

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

**Section 10 - Other provisions:**

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

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

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

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

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

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(For & On behalf of the Principal)  
(Office Seal)  
Place -----------------  
Date -----------------  
Witness 1:  
(Name & Address)  

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(For & On behalf of Bidder/ Contractor)  
(Office Seal)  
Witness 2:  
(Name & Address)  

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SIGNATURE OF THE TENDERER