GLOBAL TENDER NOTIFICATION

Invitation to Tender No.Pur.2.90.0652/1660 dt. 08/05/2013

Sealed Tenderer are Invited to supply of Tungsten Carbide Roll Rings for Wire Rod Mill on Paid Trail basis

Last date and time for receipt of Tenders 21/06/2013 by 1030 HRS (IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website : www.vizagsteel.com and submit their offer before 1030 Hrs. (IST) of 21.06.2013 as per the instructions given in the tender documents. The tenderers should refer to RINL’s website regularly for any Corrigendum.

- EXECUTIVE DIRECTOR (MM)
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Invitation for Tender No. **Pur. 2.90.0652/1660 dt. 08/05/2013** for supply of **Tungsten Carbide Roll Rings for WRM on paid trail basis**

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**(Total : 40 pages)**
GLOBAL TENDER NOTICE FOR SUPPLY OF TUNGSTEN CARBIDE ROLL RINGS FOR WRM ON PAID TRIAL BASIS.

NOTICE OF INVITATION TO TENDER NO. Pur. 2.90.0652/1660 dt.08/05/2013

1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites SEALED BIDS IN TWO PARTS: Part A (TECHNO - COMMERCIAL BID) and Part B (PRICE BID) in separate envelopes for supply of Tungsten Carbide Roll Rings on paid trial basis conforming to Technical specifications as per Annexure -I of tender documents.

1.1 This tender is only for new suppliers who are not registered with RINL/VSP established for supply of Tungsten Carbide Roll Rings. Suppliers who are already registered/established with RINL/VSP for supply of Tungsten Carbide Roll Rings shall not participate in the Tender. In case any of such tenderer submits their offer, their offers shall be treated as Unsolicited offers.

2.0 ITEM & QUANTITY: The PURCHASER intends to purchase 5 (five) items of Tungsten Carbide Roll Rings for WRM conforming to Technical specifications as per Annexure -I of tender documents.

3.0 DELIVERY: Our requirement for delivery of the items is 31.08.2013. Tenderer(s) should indicate the minimum lead time required for supply of the ordered items from the date of placement of order.

4.0 Tenderers should submit their tenders in Two bids:

Part A : TECHNO - COMMERCIAL BID,
Part B : PRICE BID

in separate sealed envelopes clearly indicating Part A (Techno- Commercial Bid) and Part B: (Price Bid) on the respective envelopes. ITT. No. & date, Due date of tender opening as well as Name & Address of Tenderer must be mentioned on each cover / envelopes without fail, for identification of Parts.

5.0 A Proforma as given in the Tender Documents is prescribed for Part- B PRICE BID. All the tenderers are advised to submit their PRICE BID in the prescribed proforma only. PRICE BID should contain no caveat conditions. Offers to the contrary will stand the risk of getting rejected.

5.1 RINL shall resort to reverse e-auction (online bidding). All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details with regard to reverse e-auction are mentioned at para 5.2 below. In the reverse e-auction the bidders outside India would be required to quote prices only on the basis of CFR, Chennai Seaport to arrive Landed Net of Cenvat Price (LNCP) and bidders within India are required to quote their prices (LNCP) on FOR VSP Stores basis. However, the prices shall be computed on FOR VSP Stores basis for ascertaining ranking.
5.2 The bidders shall register themselves for participating in reverse e-auction and furnish USER ID details in the Techno-Commercial bid.

All the tenderers would have to generate user ID & Password by following the following steps
- Go to www.vizagsteel.com
- Click on “auctions” link.
- Click on “Purchase”, “Purchase reverse auction log in” window will appear.
- Click on “new user!!! Click to register” for generating user ID and fixing corresponding password.

5.3 Definition of key terms for reverse e-auction and RINL’s reverse e-auction user manual is uploaded on our website www.vizagsteel.com under auctions menu and MM reverse auctions sub menu.

5.4 TA & CA tenderers would be authorized to quote their LNCP prices on only e-reverse auction engine on a fixed time and date.

In case of reverse e-auction, the overseas bidders would be required to quote prices only on the basis of Landed Net of Cenvat Price (LNCP) which is arrived as follows:

<p>| | |</p>
<table>
<thead>
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<tbody>
<tr>
<td>A</td>
<td>CFR Price (GBP/EURO/USD/YEN)</td>
</tr>
<tr>
<td>B</td>
<td>INSURANCE@0.034% ON CFR PRICE</td>
</tr>
<tr>
<td>C</td>
<td>CIF Price (GBP/EURO/USD/YEN)</td>
</tr>
<tr>
<td>D</td>
<td>Ass. Value (1% on (A+B))</td>
</tr>
<tr>
<td>E</td>
<td>Customs Duty @ 7.5% (D * 7.5%)</td>
</tr>
<tr>
<td>F</td>
<td>CVD @ 12.00% [(D + E) * 12.00%]</td>
</tr>
<tr>
<td>G</td>
<td>Ed. Cess @ 3% [(E + F)* 3%]</td>
</tr>
<tr>
<td>H</td>
<td>Addl. CVD @ 4% [(D+ E + F+G)* 4%]</td>
</tr>
<tr>
<td>I</td>
<td>Landed Cost (A + B+ E + F+G+H)</td>
</tr>
<tr>
<td>J</td>
<td>LNCP (I - H - F)</td>
</tr>
<tr>
<td>K</td>
<td>LNCP in INR</td>
</tr>
</tbody>
</table>

NOTE: LNCP in INR = 1.082299057 * FE Rate

NOTES:

1) The Foreign Exchange Rate prevailing as on one day before the reverse e-auction date shall be applicable for calculation of LNCP and the exchange rate considered same shall be indicated in the e-auction engine..

2) Prices in Reverse e-auction to be quoted on CFR, Chennai basis only to arrive LNCP. However, the LNCP shall be computed by loading the insurance at actuals, and road transport charge from disport (as given in the techno-commercial bid) to VSP Stores as well as loading on account of deviations to NIT terms & conditions. In other words, the lowest bid in reverse e-auction is not necessarily ranked L1.

3) Indigenous tenderer(s) may see the modality for arriving LNCP in our official website www.vizagsteel.com . (Steps to be followed : MM >> Materials Management tenders >> detailed terms & conditions of ITT).
5.5 Subsequent to carrying out the reverse e-auction, the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received in the physical mode of tender, a composite comparative statement shall be made considering the lower of prices (i.e sealed price bid prices and reverse e-auction prices) of all the tenderers. Placement of orders shall be considered on the L1 price (LNCP) so arrived.

5.6 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction for participation and also the date of price bid opening.

6.0 EARNEST MONEY DEPOSIT (EMD):

6.1 Each tender shall be considered only if EMD in US Dollars / Euros or in Indian Rupees by means of either a Demand Draft/ Cheque (both subject to realization) /Electronic Mode drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount Rs. 37500.00 (Rupees - Thirty Seven thousand and Five Hundred only) or US$ 750.00 (US Dollars Seven Hundred and Fifty only) or EURO 535.00 (EURO Five Hundred and Thirty Five only) is submitted along with Part A (Techno – Commercial bid) of tender or prior to submission of tender to VSP.

6.2 Tenders received without the EMD of requisite value will summarily be rejected. (VITAL). EMD shall not accrue interest.

6.3 EMD submitted shall be returned to the unsuccessful tenderers. However, EMD submitted by the successful tenderer shall be returned to them on finalization of the tender and upon submission of Performance Guarantee Bond.

7.0 SUBMISSION OF OFFERS:

7.1 Tenders will be accepted upto 10:30 Hrs. (IST) on 21/06/2013.

7.2 The date and time of PRICE Bid (Part B) opening shall be intimated separately to Technically and Commercially (Part A) 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 Authorised Representatives of the Tenderers who may choose to be present.

8.0 TENDER DOCUMENTS: Tender document is available on VSP website and the same can be downloaded from website: www.vizagsteel.com. Tender documents can also be obtained "Free of Charge" from Asst. General Manager (MM), Purchase Department, Block - A, 3rd Floor, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031, India.

9.0 Tenders submitted against this 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 TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The Purchaser reserves the right to open the original offer along with revised offer(s).
10.0 Not withstanding anything specified in this Tender Documents, Rashtriya Ispat Nigam Limited, 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 reject the offers not conforming to the tender terms and
d) To give Purchase preference to Central Public Sector Enterprises (CPSE) as per Government of India guidelines and to Local SSI’s/MSE’s. as per prevailing guidelines.
A) **SPECIFICATION FOR SUPPLY OF TUNGSTEN CARBIDE ROLL RINGS FOR WIRE ROD MILL**

**INTRODUCTION:** Visakhapatnam Steel Plant (VSP), an integrated coastal based plant with a liquid steel capacity of 3.0 Million T per annum, was set up by Rashtriya Ispat Nigam Ltd. (RINL) at Visakhapatnam, in Andhra Pradesh state of India. The plant has now expanded to 6.30 Million T per annum. The iron / steel making process follows the conventional route of Blast furnace, Steel Melt Shop (SMS) and Rolling Mills for production of wire rods and other long products. The Rolling mill division consists of the following three mills:

- Light & Medium Merchant Mill (LMMM)
- Wire Rod Mill (WRM)
- Medium Merchant & Structural Mill (MMSM)

The blooms produced in SMS of sizes 250 X 320 mm, 250 X 250 mm and rolled billets of size 125 X 125 mm are re-heated in the re-heating furnaces and rolled in the LMMM, MMSM and WRM to produce wire rods, rebar and various sizes of structural products. Tungsten Carbide (TC) rings having binder content from 15% to 30% are used to produce plain rods and rebar in WRM.

1) **Item No 1:** Cat No 36/50039100010 : **Quantity** : 14 Nos.

TUNGSTEN CARBIDE ROLL RING 6" FOR ROLLING MILL, SIZE 158.75 OD X 64 MM WIDTH FULLY GROUND & CHAMFERED AS PER DRG NO PD-WRM-199 ITEM NO 1.

**Tech Spec:**

1. Size: 158.75 X 64MM
2. DRG. & DIMENSIONS: PD-WRM-199 REV-5, ITEM NO.-1
3. MATERIAL & BINDER: 15% COBALT OR CO+NI BY WEIGHT, REST T.C.
4. HARDNESS, DENSITY, GRAIN SIZE: 86 +/- 1 HRA, 13.9 +/- 0.1 GM/CC, 4-6 Micron
5. TRS, CS: 3000+/− 10% N/MM2; 3500 +/- 10% N/MM2.

2) **Item No 2:** Cat No 36/60039100110 : : **Quantity** : 10 Nos.

TUNGSTEN CARBIDE ROLL RING 6"(REBAR) FOR ROLLING MILL, SIZE 158.75 OD X 64 MM WIDTH FULLY GROUND & CHAMFERED AS PER DRG NO PD-WRM-199 ITEM NO 1.

**Tech Spec:**

1. Size: 158.75 X 64 MM
2. DRG. & DIMENSIONS: PD-WRM-199 REV-5, ITEM NO.-1
3. MATERIAL & BINDER: 30% CO+CR+NI BINDER BY WEIGHT, REST TC
4. TRS & COMPRESSIVE STRENGTH: 2700+/−10% N/MM2, 2900+/−10% N/MM2
5. HARDNESS, DENSITY, GRAIN SIZE : 80+/−1 HRA, 12.7+/−0.1 GM/CC, 5-6 Micron

3) **Item No 3:** Cat No 36/60039100212 : **Quantity** : 6 Nos.

TUNGSTEN CARBIDE ROLL RING 6"(REBAR) FOR ROLLING MILL, SIZE 158.75 OD X 64 MM WIDTH FULLY GROUND & CHAMFERED AS PER DRG NO PD-WRM-199 ITEM NO 1.

**Tech Spec:**

1. Size: 158.75 X 64MM
2. DRG. & DIMENSIONS: PD-WRM-199 REV-5, ITEM NO.-1
3. MATERIAL & BINDER: 10% COBALT OR CO+NI BY WEIGHT, REST TC
4. TRS & COMPRESSIVE STRENGTH: 87+/-1 HRA, 14.5+/-0.1 GM/CC, 6-8 Micron
5. TRS, CS: 3100+/-10% N/MM2, 3800+/-10% N/MM2

4) **Item No 4 : Cat No 36/ 90039120115** : Quantity : 10 Nos.

TUNGSTEN CARBIDE ROLL RING 8” FOR ROLLING MILL, SIZE 210.5 OD X 74 MM WIDTH FULLY GROUND & CHAMFERED AS PER DRG NO PD-WRM-199 ITEM NO 2.

**Tech Spec:**

1. Size: 210.5 X 74 MM
2. DRG. & DIMENSIONS: PD-WRM-199 REV-5, ITEM NO 2
3. MATERIAL & BINDER: 25 % COBALT OR CO+NI BY WEIGHT , REST TC
4. HARDNESS , DENSITY , GRAIN SIZE: 83 +/- 1 HRA , 13.1 +/-0.1 GM/CC , 3-6 Micron
5. TRS & COMPRESSIVE STRENGTH: 2700 +/- 10 % N/MM2  & 3200 +/- 10% N/MM2

5) **Item No 5 : Cat No 36/ 90046208216** : Quantity : 10 Nos.

TUNGSTEN CARBIDE ROLL RING 6” FOR ROLLING MILL, SIZE 158.75 OD X 64 MM WIDTH FULLY GROUND & CHAMFERED AS PER DRG NO PD-WRM-199 ITEM NO 1.

**Tech Spec:**

1. SIZE: 158.75 X 64 MM
2. DRG & DIMENSIONS: PD-WRM-199 REV-5, ITEM NO 1
3. MATERIAL & BINDER: 20% COBALT OR CO+NI BY WEIGHT, REST TC
4. HARDNESS, DENSITY, GRAIN SIZE: 84+/-1 HRA; 13.5 +/-0.1 GM/CC; 5-6 MICRON
5. TRS, CS: 3000+/-10% N/MM2; 3500+/-10%N/MM2

**SPECIAL INSTRUCTIONS FOR ALL ITEMS 1 TO 5 ABOVE:**

a) VSP ROLL NUMBERS TO BE MARKED ON ROLLS INSIDE FACES AS PER PD-WRM-199, REV 5. MARKING TO BE MADE ON UNDERCUT SURFACE TO AVOID CONTACT WITH MATING SURFACE. VSP ROLL NUMBERS AND MANUFACTURER/SUPPLIER SERIAL NOS TO BE MARKED ON SAME SIDE. VSP ROLL NOS (SERIAL NOS) TO BE MARKED WILL BE INTIMATED ALONG WITH RELEASE OF ORDER.

b) CHEMICAL COMPOSITION, MECHANICAL PROPERTIES LIKE BINDER CONTENT, GRAIN SIZE, TRANVERSE RUPTURE STRENGTH (TRS), COMPRESSIVE STRENGTH (CS) DENSITY, HARDNESS ETC TO BE MENTIONED IN METRIC UNITS FOR EACH ITEM WITH EACH LOT OF SUPPLY.

c) OPERATING CONDITION : MILL SPEED – 80 M/SEC MAX, WATER PH – 8/8.5, WATER PRESSURE – 6 BAR, STOCK TEMP – 900/1050 DEG CENTIGRADE, MATERIAL TO BE ROLLED 0.05 TO 0.9% CARBON STEELS, MICROALLOY STEEL.

**B) DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID (PART A):**

1) TENDERERS ARE REQUIRED TO SUBMIT PRODUCT SPECIFICATION CATALOGUES, TECHNICAL LITERATURES, CUSTOMER REFERENCES, CHEMICAL, MECHANICAL PROPERTIES ETC FOR TECHNICAL EVALUATION.

2) REFERENCE TO THE SUPPLIES MADE WITH RESPECT TO ORDER NO ETC ARE TO BE SUBMITTED ALONG WITH PERFORMANCE REPORT.

**C) ACCEPTANCE OF TENDER SHALL BE AS PER EXPECTED PASS LIFE (TONS) AND ROLL CONSUMPTION (TONS/MM) FOR EACH ITEM AS LISTED BELOW:**

ITEM NO 1: PASS LIFE - 1200 T/PASS FOR 8TH STD OF NTM; ROLL CONSUMPTION: 2400 TONS/MM
ITEM NO 2: PASS LIFE - 800 T/PASS FOR 8TH STD OF NTM; ROLL CONSUMPTION:
ITEM NO 3: PASS LIFE - 800 T/PASS FOR 10TH STD OF NTM; ROLL CONSUMPTION: 1600 TONS/MM

ITEM NO 4: PASS LIFE - 3000 T/PASS FOR 1ST STD OF NTM; ROLL CONSUMPTION: 3000 TONS/MM

ITEM NO 5: PASS LIFE - 800 T/PASS FOR 7TH STD OF NTM; ROLL CONSUMPTION: 1600 TONS/MM

D) **NOTE:** The quantities shown in the ITT for each item shall be ordered on Two sources from the lowest technically and commercially acceptable tenderer in the ratio of **60:40** (rounded off) and subject to Matching the Lowest LNCP/No.

E) The tenderers who shall complete the Trial successfully shall be processed for enlistment by VSP for the scope of work of ITT.

F) **DRAWING NO PD-WRM-199, REV 5, IS AS GIVEN BELOW:**

![Drawing Image]

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>DESCRIPTION</th>
<th>REV. SERIES No.</th>
<th>DIMENSIONS &amp; TOLERANCES</th>
<th>QTY.</th>
<th>UNIT * MT. (Kg)</th>
<th>REMARKS</th>
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<td>8&quot; TC ROLL</td>
<td>72144011</td>
<td>D160.75 / 0.00 A160.75</td>
<td>0.00</td>
<td>0.00</td>
<td>TOL.</td>
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<td>0.00</td>
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<td>0.00</td>
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<td>0.00-0.00 / 0.00 A305.00</td>
<td>0.00</td>
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<tr>
<td>5</td>
<td>7&quot; TC ROLL</td>
<td>72144011</td>
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<tr>
<td>7</td>
<td>8&quot; TC ROLL</td>
<td>72144011</td>
<td>0.00-0.00 / 0.00 A305.00</td>
<td>0.00</td>
<td>0.00</td>
<td>TOL.</td>
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1.0 **ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:**

1.1 If a tenderer who responds to this tender is not presently enlisted with RINL/VSP, such tenderers are requested to furnish copies of the following documents **duly notarised** separately in a sealed envelope superscribing “CREDENTIALS” and the ITT REFERENCE OR ADVERTISED TENDER REFERENCE as the case may be along with the tender:

A) **INDIGENOUS SOURCES**:- :

a) Industry Registration Certificate.( NSIC,DIC Registration etc.;) - **NOTARISED**

b) Certificate of Incorporation from Registrar of Companies - **NOTARISED**.

c) Excise Duty, CST, Sales Tax (TIN), Service Tax and Income Tax (PAN) Registration Certificates – **NOTARISED**.

d) Audited financial statements for the last 3 years- **SELF CERTIFIED**.

e) Other credentials like ISO certificate etc.

f) List of Purchase orders / contracts executed for PSUs, Steel Plants etc for same or similar items.

B) **IMPORT SOURCES**:

a) Registration certificate from Chamber of Commerce / their respective designated Govt. Agency- **NOTARISED**.

b) Audited financial statement for the last three years – **SELF CERTIFIED**.

c) Other Credentials like ISO Certificates etc.

d) List of Purchase orders / contracts executed for PSUs, Steel Plants etc 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. The tender of un-listed vendor shall be rejected in case of non-submission or incomplete submission of the above documents or RINL 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 so desires. RINL decision in this regard is final.

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

2.1 Tenderers who are Manufactures of **Tungsten Carbide Roll Rings of WRM** shall furnish submit the following along with **Part A** : Techno- Commercial Bid –

a) Detailed information of the Manufacturer along with Product specification , Catalogue’s, Technical literatures, Customer references, Chemical and Mechanical properties , etc.

b) Latest copies of the executed / ongoing orders for TC Roll Rings along with their performance reports with different clients.

c) Documents showing the exact nature of ownership.

d) Country of Origin of material (In case of Import offer).

e) Production capacity of and annual production during the last three years.

2.2 **Offers from both Imported and Indigenous manufacturers will be accepted.** Tenderer(s) who may be suppliers of Tungsten Carbide Roll Rings 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. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 7.0 below (Indian Agent) if any, appointed should be given a proper Letter of Authority.
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 are requested to fill up the check list as at Annexure - V of the Tender document.

2.6 In case where RINL/VSP decides to procure the material from one or more sources (only one offer shall be submitted by companies using same equipment / Facilities / Address) and if it comes to 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 the companies using same equipment/facilities/address then such offers/ orders shall be rejected/cancelled forthwith and the party(s) shall be blacklisted from all further dealings with RINL/VSP 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.

3.0 QUOTING OF PRICE(S):

3.1.1 IN CASE OF INDIGENOUS OFFER: The price quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed during the period of the contract.

3.1.2 IN CASE OF IMPORTED OFFER: The tenderer should quote the price as per the following alternatives, giving break up of FOB cost and Freight:

a) FOB Load port basis
b) CFR, Visakhapatnam port, India in case of FCL/ Chennai port, India, in case of LCL.

The tenderer shall indicate the mode of shipment (Container / break bulk etc) in Techno-Commercial bid as follows:

a) Full Container Load: No. of containers and type of container
b) Break bulk: Gross Weight/ Net weight (in Kgs) and dimensions/ volume (in meters)

However, 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.

PURCHASER shall initially place order on FOB basis with an option to amend the order to CFR, Chennai or Visakhapatnam Port basis.. This option shall be exercised at VSP's discretion before the end delivery period indicated in the order. The price including freight shall remain firm and fixed during the period of contract.

3.1.3 In case of Imported Supplies, the successful tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned. The prices shall remain firm till execution of the order.

3.1.4 In case of indigenous supplies, the prices quoted should indicate all taxes, duties and levies applicable on the date for submission of tender. For supplies on CST basis, C-Form shall be issued by RINL / VSP. The prices shall remain firm till execution of order.
3.1.5 **VALUE ADDED TAX (VAT):** VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. In case of supplies from Andhra Pradesh State, the tenderer should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP.

3.1.6 Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the successful tenderer.

3.1.7 Wherever the tenderers quote excise duty and sales tax as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but reserves the right to charge at actual on the date of dispatch suitable loading would be done with maximum ED& ST Rates as applicable.

4.0 **TERMS OF PAYMENT**:

4.1 Payment shall be made as follows:

a) In case of Imports, 100% payment (FOB/CFR as applicable) shall be made against CAD (Cash against documents) with 60 days credit upon presentation of documents directly to RINL/VSP specified at Para 12.0 of Annexure – VII of tender document. All Bank charges outside India are to SELLER’s account and within India are PURCHASER’s account.

b) In case of Indigenous offers, 100% payment shall be made within 60 days credit upon presentation of documents to Manager (F&A), RINL/VSP viz; submission of invoice, LR, Pre-despatch Inspection Certificate (as applicable), Manufacturer Test Certificate. Accepted GARN (Goods Acceptance/Rejection Note) issued by PURCHASER and satisfactory performance certificate issued by user dept. on paid trail.

4.2 In case of Indigenous offers, PURCHASER encourages Electronic Fund Transfer/RTGS 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 60th day wherever payment is made by Cheque. Any other mode of payment term will be suitably loaded while evaluating the tender.

4.3 The price bid should contain only the price. All 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 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 principle is to load for the additional financial implication to which RINL may possibly be exposed on account of such deviation. The decision of RINL 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 reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL, have financial implications to RINL.

4.5 **Evaluation of Payment Terms**

4.5.1 **Illustration-1: (Deviation in payment terms by Overseas Firm):**

On acceptance of ITT payment term by the overseas tenderer(s), initial payment of 100% is required to be released on 125th/140th day from date of B/L as follows.
Voyage Time without transhipment : 45 /60 days
Custom clearance & transportation to VSP : 15 days
Inspection of mtrls & raising GARN : 05 days
Credit for payment against GARN : 60 days

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Total : 125 /140 days.

(European countries ( Germany, UK, France, Italy,--, etc) : 45 days
Asian countries ( Russia, Ukraine, etc) : 60 days
USA : 60 days )

However, in case of deviation to payment term by the overseas tenderer(s) to 100%
against L/C at sight , payment is required to be released by the negotiating Bank on the
first day. Hence, the difference in deviation to payment term works out to 125/140 days
depending on country of Load port. Accordingly, loading for the additional financial
implication to which RINL may possibly be exposed on account of such deviation shall be
carried out and ranking of tenderers done.

4.5.2 Illustration- II: (Deviation in payment terms by Indigenous Firm):

<table>
<thead>
<tr>
<th>Description</th>
<th>As per Tender terms</th>
<th>As per deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment terms</td>
<td>100% value against submission of bills within 60 days of acceptance of material at VSP.</td>
<td>100% against L/C with 60 days interest free period from the date of receipt and acceptance at VSP (All bank charges to Seller’s a/c)</td>
</tr>
<tr>
<td>Landed cost per Ton on FOR VSP Stores basis / CIF basis</td>
<td>Landed cost: Rs.10,000/-</td>
<td></td>
</tr>
<tr>
<td>Loading per Ton due to deviation in payment terms</td>
<td>1) LC Margin money 5% of 10% of landed value per quarter 2) LC charges on Landed cost/CIF value</td>
<td>0.05<em>0.10</em>10,000/4 = Rs.12.50 0.0375% *10000 = Rs.3.75</td>
</tr>
</tbody>
</table>

4.5.3 Illustration- II: (Deviation in payment terms by Indigenous firm)

<table>
<thead>
<tr>
<th>Description</th>
<th>As per Tender terms</th>
<th>As per deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment terms</td>
<td>100% value against submission of bills within 60 days of acceptance of material at VSP.</td>
<td>100% against L/C at sight. (All bank charges to VSP’s a/c)</td>
</tr>
<tr>
<td>Landed cost per Ton on FOR VSP Stores basis / CIF basis</td>
<td>Landed cost: Rs.10,000/-</td>
<td></td>
</tr>
<tr>
<td>Loading per Ton due to deviation in payment terms</td>
<td>i) L/C Margin Money @ 5% of 10% of landed / CIF value per quarter  ii) 19% interest for 60 days on landed / CIF value  iii) L/c charges on landed / CIF value</td>
<td>0.05<em>0.10</em>10,000/4 = Rs.12.50 0.19<em>60</em>10,000/365 = Rs. 312.33 0.0375%*10,000 = Rs.3.75</td>
</tr>
</tbody>
</table>
4.5.4 RINL / VSP at its sole discretion may consider the benefits available under Duty Entitlement Pass Book (DEPB) or any other scheme under Export – Import Policy in evaluation of the offers.

5.0 **CURRENCY AND UNIT OF WEIGHT:** The price of Tungsten Carbide Roll Rings per number should be quoted preferably in US Dollars/ Euro in case of imported offer and in INR in case of indigenous offer.

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

7.0 **INDIAN AGENTS OF FOREIGN “SUPPLIERS / CONTRACT AGENCIES”:**

7.1 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary.

7.2 In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, there shall be compulsory registration of Indian Agents of Foreign suppliers / contracting agencies with RINL. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

7.3 In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.

   a) Authorization Certificate as per the format in the VSP’s Detailed terms and conditions of Invitation to supply tender (www.vizagsteel.com).

   b) What service the Agent renders, Extent of authorization and authority given to the Agent. The amount of commission/ remuneration, if any, shall be included in the quoted price(s) for such agent and indicated separately.

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

7.4 There shall be compulsory registration of Indian agents with Purchaser. An agent who is not registered with RINL shall seek registration with VDC, RINL/VSP by submitting requisite details/documents as asked for (Detailed procedure is available on our website for viewing and free downloading. Go to www.vizagsteel.com, click on “Tenders”, click on “MM Tenderst” and click on Application for Registration of Indian Agents). The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.

7.5 The Indian agent’s commission, if any should be included in the quoted prices and indicated Separately.

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

7.7 The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days after satisfactory completion of paid trial and against submission of Certificate issued by GM(WRM) or his authorized representative after effecting deductions, if any.

7.8 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.

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

7.10 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.

8.0 **VALIDITY OF THE OFFER:**

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

9.0 **EARNEST MONEY DEPOSIT (EMD):**

9.1 Each tender shall be considered only if EMD in US Dollars / Euros or in Indian Rupees by means of either a Demand Draft / Cheque (both subject to realization) / Electronic Mode drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam for an amount Rs. 37500.00 (Rupees - Thirty Seven thousand and Five Hundred only) or US$ 750.00 (US Dollars Seven Hundred and Fifty only) or EURO 535.00 (EURO Five Hundred and Thirty Five only) is submitted along with Part A (Techno – Commercial bid) of tender or prior to submission of tender to VSP.

9.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of Part- A: Techno-commercial Bid or is submitted along with the said Part- A.

9.3 Account payee Demand Draft/Cheque shall be drawn on any Scheduled Commercial Bank (excluding-Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if EMD is submitted in US Dollars/Euros, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the tenderer. No interest shall be paid for the EMD.

9.4 Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.
9.5 The EMD shall be encashed by RINL/VSP without any further reference to the tenderer and forfeited:

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

(b) In case Performance Guarantee Bond is not submitted Bond in accordance with Clause No.10.0 of Annexure – II of the Tender documents

9.6 The following categories are exempted from submission of EMD

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

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

SSIs/MSEs need to submit Notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

10.0 PERFORMANCE GUARANTEE BOND:

10.1 The successful tenderer should submit Performance Guarantee bond so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at Annexure - VIII of the tender document, for an amount covering 5% (Five percent) of the ordered value (FOB or CFR as applicable) plus 100% customs duty and other charges incurred for transportation of material to VSP Stores of the ordered quantity covered by the LOI / Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the successful tenderer is required to submit the duly filled in CHECK LIST for Performance Bank Guarantee as at Annexure-VIII (A).

10.2 The Performance Guarantee Bond should be established in favour of Rashtriya Ispat Nigam Limited through any Nationalised Bank situated at Visakhapatnam or outstation (but in India) with a clause to enforce the same on their local branch at Visakhapatnam. If the bond is issued by any scheduled bank (other than nationalised bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

10.3 This 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.

10.4 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 and conditions and specifications and all other documents referred to in the Acceptance to Tender.

10.5 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 180 (One hundred and Eighty) days from the date of scheduled delivery of the last consignment.

10.6 Performance Guarantee Bond shall be released after 180 days from the date of scheduled Delivery of the last consignment or 90 days after satisfactory completion of paid trail of the items supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender.
11.0 **STATEMENT OF DEVIATIONS:**

11.1 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 Rashtriya Ispat Nigam Limited. Each tenderer shall submit a letter as per Proforma at Annexure – IV of tender document duly signed by the tenderer 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 as stated in the statement of deviations, if any, enclosed to the letter as per proforma at Annexure – IV.

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

12.1 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.

12.2 **Part- A** should contain information / data / documents / printed and illustrated literature / brochures covering the following aspects...However, no indication of price in any form, shall be given in **Part- A**.

12.2.1 Technical Specifications offered as given at Annexure-I of this Instructions to Tenderers.

12.2.2 Annexure – I duly signed and stamped on each page.

12.2.3 Declaration in original regarding Indian Agent, if any, as per the proforma given at Annexure-III of this Instructions to Tenderers (for Imports only).

12.2.4 Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at Annexure-III of this Instructions to Tenderers.

12.2.5 Check list as per Annexure-V.

12.2.6 The price schedule after blanking the prices (but indicating the percentage of Taxes and Duties, in case of Indigenous Supplies).

12.2.7 Documents for credentials of un-enlisted vendors of VSP as specified in Para 1.0 of Annexure - II.

12.3 **Part- B** : Price Bid should be submitted separately in the prescribed proforma at Price schedule to the Tender Document.

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

12.5 Each page of the offer should be signed by the authorised officer(s) of the Tenderer.

12.6 The **Part- A & Part- B** of the offer together with its enclosures in separate sealed envelopes, which should bear, in Block capital letters, superscription "**Tender for supply of Tungsten Roll Rings for WRM against Tender No. Pur. 2.90.0652/1660 dtd.08/05/2013**" and should also bear superscription:

Part- A: Techno-Commercial Bid, or Part- B: Price Bid.
The name and address of the Tenderer should be mentioned on these envelopes.

13.0 The two envelopes should then be sealed separately and placed in another envelope. The name and address of the tenderer should be mentioned on this envelope and should be addressed to the **ED (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. 2.90.0652/1660 dtd.08/05/2013 due on 21/06/2013. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

14.0 Tenders will be accepted upto **10:30 Hrs (IST), on 21/06/2013.** The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. The date and time of opening of price bid opening 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 Authorised representatives of the Tenderers who may choose to be present.

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

17.0 **REJECTION OF OFFERS :**

17.1 Offers which deviates from the vital conditions (as illustrated below) of the tender shall be rejected.

a) Non submission of Annexure-I.

b) Variable price being quoted against requirement of firm price.

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

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

e) Receipt of offers in open condition.

17.2 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.

17.3 The price quotations should be given in only in the price format and not in any other accompanying documents or statement. No revision in the terms and conditions quoted in the offer will be entertained after the tender opening, unless specifically asked.

17.4 **RIGHT TO REJECT TENDERS :**

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 tenderers shall supply the same at the rate quoted.

18.0 **COMPLETENESS OF THE TENDER :**

18.1 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.

19.0 **ETHICS :**

19.1 If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid Bond / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.
19.2 The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and “fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

19.3 In case commercially and technically acceptable tenderers backs out after commercial bid/price bid is opened or after finalisation of contract punitive action shall be taken as per prevailing guidelines.

21.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS:

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

21.2 Such amendments will be notified on RINL’s website: www.vizagsteel.com and will be binding on the tenderers. The intending tenderers are, therefore, advised to visit RINL’s website at regular intervals.

22.0 PLACEMENT OF ORDER:

22.1 When the offer of a Tenderer is found technically and commercially acceptable, RINL will issue an Acceptance of Tender to the successful Tenderer, indicating the following:

   a. The quantity and price of material intended to be purchased.
   b. The desired delivery schedule.
   c. The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
   d. Other relevant terms and conditions.

23.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM Tenders >Detailed terms and conditions of Invitation to Tender (ITT) ) . Terms and conditions which are detailed above shall prevail over similar terms and conditions of the General Conditions of Contract for supply/ Detailed terms and conditions of Invitation to Tender (ITT).

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

Dear Sir,

Sub: Your ITT No………………………. dated…………. for supply TC Roll Rings

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Nature (Individual / Proprietary Firm / Partnership Firm / Limited Company)</td>
</tr>
<tr>
<td>b</td>
<td>Name (s) of the Proprietor / Partners / Directors</td>
</tr>
<tr>
<td>c</td>
<td>Registered Address</td>
</tr>
<tr>
<td>d</td>
<td>Correspondence Address</td>
</tr>
<tr>
<td>e</td>
<td>Contact Person</td>
</tr>
<tr>
<td>f</td>
<td>Mobile Nos.</td>
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<tr>
<td>g</td>
<td>Phone Nos.</td>
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<td>h</td>
<td>Fax Nos.</td>
</tr>
<tr>
<td>i</td>
<td>E-mail IDs</td>
</tr>
<tr>
<td>j</td>
<td>Web Address</td>
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<tr>
<td>k</td>
<td>Extent of authorization (copy of Agreement / MOU in this regard is enclosed)</td>
</tr>
</tbody>
</table>

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it at the TT Buying rate of State Bank of India as on BL Date and it shall not be subject to any further exchange variation.

3. The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days of discharge of consignment in India against the A/T after effecting deductions, if any.

Thanking you,

Yours faithfully,

Date: (Signature and Seal of Tenderer)
To
Executive Director (MM),
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,


1. With reference to your Tender Notice No............................... dated .......... for supply of TC Roll Rings we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned tender.

** There are no other deviations to the above captioned tender / Statement of deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

Note: If there is any requirement of deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (Part 'A' - Techno-Commercial Bid).

** Strike off whichever is not applicable.
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH PART II : TECHNO-COMMERCIAL BID OF THE OFFER TO BE SUBMITTED.

<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 Annx-I of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical specification</td>
<td>To be confirmed as per Annx-I of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Delivery schedule</td>
<td>To be confirmed as per Para 3.0 of Notice to Invitation to Tender</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Average annual production capacity</td>
<td>To be confirmed as per Clause 2.1 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 submitted as per Clause 2.2 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Payment terms</td>
<td>To be confirmed as per Clause 4.0 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Earnest Money Deposit (EMD)</td>
<td>To be confirmed as per Clause 9.0 of Annx-II of ITT</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>Country of Origin</td>
<td>To be confirmed (in case of imported source)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Price Basis</td>
<td>To be confirmed as per Clause 3 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Price firmness</td>
<td>To be confirmed as per Clause 3.2 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Insurance</td>
<td>To supplier’s a/c (for indigenous supply) &amp; To VSP’s account (for imports)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Packing</td>
<td>To be confirmed as per Clause 14 of Annx-VII of ITT</td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>Load Port</td>
<td>To indicate the name of load port</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Validity of offer</td>
<td>To be confirmed as per Clause 8 of Annx-II of ITT</td>
<td></td>
<td></td>
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<tr>
<td>16</td>
<td>Test cum Guarantee certificate</td>
<td>To be confirmed as per Clause 16 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Liquidated damages</td>
<td>To be confirmed as per Clause 17 of Annx-VII of ITT</td>
<td></td>
<td></td>
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<tr>
<td>18</td>
<td>Default</td>
<td>To be confirmed as per Clause 18 of Annx-VII of ITT</td>
<td></td>
<td></td>
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<tr>
<td>19</td>
<td>Risk Purchase</td>
<td>To be confirmed as per Clause 19 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Arbitration &amp; Jurisdiction</td>
<td>To be confirmed as per Clause 29 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Force Majeure</td>
<td>To be confirmed as per Clause 27 of Annx-VII of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance Guarantee Bond</td>
<td>To be confirmed as per Clause 10 of Annx-II of ITT</td>
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</tr>
<tr>
<td>23</td>
<td>Indian Agent details</td>
<td>To be confirmed as per Clause 7 of Annx-II of ITT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Other terms and condition of ITT / GCC</td>
<td>To confirm acceptance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Submission of documents by unlisted vendors of RINL / VSP.</td>
<td>To be confirmed as per Clause 1.0 of Annx-II of ITT.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Signature and Name of the Tenderer
LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER OF TUNGSTEN CARBIDE ROLL RINGS
(See 2.2 of Annexure -II of the Tender Documents)

AUTHORISATION CERTIFICATE

To,
M/s Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Purchase Department,
Main Administrative Building,
Visakhapatnam -530 031.
Attn: (Name of the Dealing Officer)

Dear Sir,

Sub: Authority Letter Against

ITT No………………………………………. dated ………………
Item/s quoted ………………………………………………………….
………………………………………………………………………….

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 abovementioned 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 /warranty as per your clause at Sl No ..(*3). of the General Conditions of Contract for the goods offered against this Invitation to Tender, by the above firm.

We also confirm that the spares and any other miscellaneous items( as applicable), of the equipment quoted will be freely available for at least five years after expiry of warranty/guarantee period.

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,
(Name of Manufacturer)

For and on behalf of M/s _________________ (Name of Manufacturer & Signatory)

Notes:

a) Whenever OEMs 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)

d) (*3) To fill in the relevant clause of the applicable GCC as per the scope of tender i.e. Supply/Supply & Installation/Supply & Application/Supply & Supervision/Supply & Erection/others – to specify.
ANNEXURE VII TO INVITATION TO TENDER NO. Pur. 2.90.0652/1660 dt.08/05/2013

DRAFT TERMS AND CONDITIONS OF ACCEPTANCE TO TENDER

1.0 DEFINITIONS:

1.1 The Purchaser shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP)

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

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

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

1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender and as per the delivery schedule indicated in the Acceptance of Tender.

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

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

2.0 QUANTITY: The SUPPLIER shall sell and the PURCHASER shall buy the quantity of the material as mentioned in the Acceptance of Tender in conformity with the Technical Specifications and scope mentioned in the Acceptance of Tender for use in its integrated Iron and Steel works. The quality of the material to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications as contained in the Acceptance of Tender.

3.0 PRICES:

3.1 The prices FOB Named Port of Loading and CFR Visakhapatnam Port, India / FOR VSP Stores, Visakhapatnam in case of road despatches per Number basis shall be as indicated in the Acceptance of Tender. The shipments shall normally be arranged on FOB basis. In the event of dispensation from the Transchart, Ministry of Surface Transport, Govt. of India, the shipments will be taken on CFR basis. The shipments either on FOB basis or CFR basis or part FOB basis or part CFR basis shall be decided by the PURCHASER at his sole discretion., before the end date of shipment.

3.2 Prices shall be firm for the entire period of the Supplier’s execution of the Order and shall not be subject to any variation on any account.

4.0 INDIAN AGENT'S COMMISSION:

4.1 In case of Imported Supplies, the above price shall be inclusive of any commission as indicated in the Acceptance of Tender payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the TT buying rate of State Bank of India as on BL Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after effecting statutory deductions, if any.
5.0 **DELIVERY:**

5.1 The Order quantity shall be Supplied within the Scheduled delivery dates mentioned in the Order.

5.2 The Purchaser reserves the right to revise the delivery schedule depending on our production requirements and storage capacity, without any additional financial implication to the Purchaser.

5.3 The period of delivery is the essence of the Order. In case of Imports, the date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material in Purchaser's Stores shall be the date of delivery in respect of each consignment.

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

6.0 **INSURANCE:**

6.1 **Foreign Suppliers:**

6.1.1 The PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER.

6.1.2 For the purpose of insurance, the SUPPLIER shall within three working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax: 0891-2518753 / 2518 756) / mail and to the Insurance company indicated at 6.1.5 below.

i) Acceptance of Tender Number
ii) Name of Loading Port
iii) Name of the vessel
iv) Quantity shipped including gross and net weight
v) Value of the material loaded.
vi) Bill of Lading Number and Date
vii) Number of packages / bundles / containers,
viii) Date of sailing of the vessel
ix) Name of the Destination Port
x) Expected date of arrival of the vessel at the Destination Port.

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

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

6.1.5 The details of Insurance company are as follows:
The New India Assurance Company Ltd.,
Divisional Office – III, 49-01-09, IInd Floor,
Dali Raju Super Market, Sangam Office Bus Stop,
VISAKHAPATNAM – 530 016.
6.2 In case of Indigenous suppliers, Insurance, is to SUPPLIER’s account.

7.0 **PRICE VARIATION:**
7.1 Prices shall remain firm till execution of Order.

8.0 **PAYMENT TERMS & MODE OF PAYMENT:**
8.1 As mentioned at Cl.No.4.0 of Annexure – II.

9.0 Details of Port of Loading And Destination shall be as mentioned in the order.

10.0 **SHIPPING PROCEDURE:**
10.1 In case the order is finalised in FOB terms, then shipping arrangements will be made by the following Governmental Agency:

MINISTRY OF SURFACE TRANSPORT (CHARTERING WING)
GOVERNMENT OF INDIA
NO.1, PARIVAHAH BHAWAN
SANSAD MARG
NEW DELHI -100 001.

CABLE ADDRESS:
Transchart, New Delhi
TLX: VAHN IN
31-61157, 58
TEL : 0091 11 23719520
FAX : 0091 11 23718614

10.2 These arrangements will be carried through their respective forwarding agents/ nominees to whom adequate notice of not less than Six weeks about the readiness of cargo for shipment should be given by the supplier from time to time for finalising the shipping arrangements. The details of forwarding agents / nominees will be indicated in the order.

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

<table>
<thead>
<tr>
<th>Shippers</th>
<th>(Name of the supplier)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Port Consignee</td>
<td>Govt. of India</td>
</tr>
<tr>
<td>A/c Rashtriya Ispat Nigam Limited</td>
<td>Visakhapatnam Steel Plant</td>
</tr>
<tr>
<td>III Floor, A Block, Purchase Department, Main Administrative Building Visakhapatnam – 530031</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ultimate Consignee</th>
<th>EXECUTIVE DIRECTOR (MM)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam 530 031</td>
</tr>
</tbody>
</table>
11.0 **CONDITIONS FOR SHIPMENT:**

11.1 The materials shall always be shipped UNDER DECK only. Under no circumstances, shipment "On Deck" will be permitted or accepted.

11.2 In case shipment on FOB terms is decided every shipment against this Purchase order must be made under Bill(s) of Lading marked "Freight to Pay" providing for discharge on Liner Terms on Quay / Wharf / Berth at the port of discharge, free of risk and expense to the Purchaser. The date of the Bill of Lading shall be treated as the date of Shipment.

12.0 **SHIPPING DOCUMENTS (IN CASE OF IMPORT OFFER):** The following documents to be submitted for release of payment : These documents to be sent directly to Purchaser by Airmail/Courier:

12.1 Negotiable clean on board ocean Bill of Lading stamped, signed marked “Freight To Pay / Pre-paid” made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: Rashtriya Ispat Nigam Ltd. – 3 originals + 2 copies

12.2 Seller’s commercial Invoice – 1 original + 2 copies

12.3 Manufacturer’s Test cum Guarantee Certificate - 1 original + 2 copies

12.4 Packing list - 1 original + 2 copies

12.5 Certificate of Origin - 1 original + 2 copies

12.6 Certificate of shipment by seaworthy vessel by Lloyds or equivalent classification society - 1 original + 2 copies

12.7 Seller’s fax intimation of shipment to the main office of the Purchaser and Insurance company.

12.8 GARN (Goods Acceptance / Rejection note) issued by Purchaser

12.9 Performance Certificate from User Dept. of Purchaser regarding satisfactory completion of paid trial.

**Note:** The above shipping clauses shall be suitably amended in case of CFR Order.

12.10 Certificate issued by the Seller to the effect that:

Contents in each case are not less than those entered in the invoice(s) and the packing list. Quality of goods is guaranteed as new and as per relevant specifications. Any shortage, identified at applicant's stores, shall be supplied free of cost, in addition to charges paid by the purchaser towards Freight, Insurance, Indian Customs Duty and Local Transport Charges for the short supplied items, shall be reimbursed to the applicant.

Copies of Invoice(s), Packing List, Country of Origin Certificate, Guarantee Certificate, and test Certificate for Customs Clearance purpose has been kept with the package for shipment.

Material has been packed in suitable sea worthy package to avoid any damage of material en route..

Despatch of one advance set of documents including one original Bill of Lading has been sent through Courier Service to AGM (T&S), T&S Department, 3rd Floor, Main Admin Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031, India and one set of copies of all documents to Manager (PUR) Purchase Department, 3rd Floor, Main Admin Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031, India within 3 working days from the date of shipment.

Despatch has been arranged through Forwarding Agent, details of which shall be mentioned in the A/T, for destination to Visakhapatnam Sea Port..(In case of FOB)

12.11 Invoices shall be drawn certifying that goods are not under Negative list, showing description, quantity , unit price and total FOB price.
13.0 **Indigenous** : 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.

14.0 **PACKING** :

14.1 The Supplier shall include and provide for securely protecting and sea worthy packing the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at Purchaser's site under conditions which may involve multiple handling, transport by ship, rail and road, storage, exposure, to heat moisture rain etc. Wherever considered necessary, the Purchaser or his representative may check the packing before dispatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Supplier shall carry out the same free of charge. All packing shall allow for removal and checking at site.

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

14.3 Notwithstanding anything stated in article, supplier shall be entirely responsible for loss, damage or depreciation to the materials, arising out of defective, faulty or insecure packing or due to insufficient protective measures.

15.0 **MARKING** :

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

- **a)** Name and address of the Consignee: Rashtriya Ispat Nigam Ltd.
  Visakhapatnam Steel Plant,
  Visakhapatnam 530 031
  Andhra Pradesh, INDIA.
- **b)** Name of the Supplier :
- **c)** Purchase Order No. :
- **d)** Description :
- **e)** Quantity :
- **f)** Package number :
- **g)** Gross and nett weights :
- **h)** Port of loading & unloading :

16.0 **TEST CUM GUARANTEE CERTIFICATE**:

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

16.2 Replacement of defective materials shall be made free of cost (including duties in India are to Supplier’s account) at Purchaser’s site by the Supplier and the collection of the defective material to the Supplier’s works shall be the Supplier’s responsibility and shall be made at his expenses.
17.0 **LIQUIDATED DAMAGES**: To recover from the supplier / contractor, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the supplier / contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores / item/s.

18.0 **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 27.0 herein below.

19.0 **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 18.0 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.

20.0 **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.

21.0 **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.

22.0 **TRANSFER AND SUB-LETTING**:

22.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Supplier contravening this condition, the Purchaser shall be entitled to cancel the Order and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.

22.2 In case of sub-letting, it shall not relieve the Supplier of any responsibility, liability or obligations under the contract and the Supplier shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the supplier or his agents and workmen.

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

23.0 **EXPORT LICENCE:** It shall entirely be the responsibility of the SELLER to obtain the requisite Export Licence and to comply fully and to honor all procedures, regulations, policy, relevant laws of his country for export of the MATERIAL to India and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein.

24.0 **IMPORT LICENCE:** Import of the MATERIAL is presently under Open General License.

25.0 **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.

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

27.0 **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.

28.0 **TAXES AND DUTIES:** The SELLER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER’S country.

29.0 **ARBITRATION AND JURISDICTION:**

29.1 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.
29.2 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.

30.0 **LEGAL INTERPRETATIONS:** The Acceptance to Tender and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

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

32.0 **LIABILITY OF GOVT. OF INDIA:** It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Acceptance to Tender and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to Tender. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under the Acceptance to Tender.

33.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM Tenders > Detailed terms and conditions of Invitation to Tender (ITT) ). Terms and conditions which are detailed above shall prevail over similar terms and conditions of the General Conditions of Contract for supply/ Detailed terms and conditions of Invitation to Tender (ITT).
ANNEXURE VIII TO INVITATION TO TENDER NO. Pur. 2.90.0652/1660 dt.08/05/2013

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND
(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSTATION) 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,
Administrative Building,
Visakhapatnam-530031

Bank Guarantee No                       Dt

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 (A/T) No._______________ Dated___________(hereinafter called the said A/T) for the supply of the Tungsten Carbide Roll Rings (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) 180 days after the date of Bill of Lading 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 hereunder, 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 up to ________________________ 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).

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:
DULY CONSTITUTED ATTORNEY
& AUTHORISED SIGNATORY
Designation
(Name of bank & branch)
CHECK LIST FOR BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

Name of the party submitting BG:
Party Code: Job Code / AT No/ LOI No:
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: BG Date:
BG Value:

1.0 Is the BG as per the approved format of VSP? Yes / No

2.0 Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract)? Yes / No

3.0 Is the BG executed on stamp paper of adequate value under the relevant state rules? Yes / No

4.0 Is the stamp paper obtained in the name of the bank issuing the BG? Yes / No

5.0 Is the date of sale of stamp paper prior to the date of the BG? Yes / No

6.0 Does the BG refer to the concerned agreement / tender with reference to which the BG is Issued? Yes / No

7.0 Does the BG bear the number, date and seal of the issuing Bank? Yes / No

8.0 Is the BG signed on all pages? Yes / No

9.0 Whether the name, designation & code number of the officer/officers signing the BG are Mentioned against the signatures of respective officer/officers? Yes / No

10.0 Whether the BG validity period is as per the concerned contractual requirement? Yes / No

11.0 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.

12.0 BG contains the clause for ‘Enforceability of the same at Visakhapatnam’ and the address for the same is also specified in the BG. Yes / No

13.0 Enclosed are the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam. Yes / No

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

Signature of the Supplier
Date: .......................
PART B TO INVITATION TO TENDER NO. Pur. 2.90.0652/1660 dt.08/05/2013
Price Schedule (In case of Imported Offers) (To be submitted in a Separate Sealed cover)

1) "Name of the Tenderer:

2) Quoted prices are as follows:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Item Description</th>
<th>Catalogue No. &amp; Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>FOB in USD or Euro/Unit</th>
<th>Freight USD or Euro/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TC Roll Rings 6&quot; for Rolling Mill</td>
<td>36/50039100010</td>
<td>Nos.</td>
<td>14</td>
<td>USD or Euro/Unit</td>
<td>USD or Euro/Unit</td>
</tr>
<tr>
<td></td>
<td>Size: 158.75 OD x 64mm width</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Binder: 15% Cobalt or CO+NI by weight, Rest TC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Other parameters as indicated in Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TC Roll Rings 6&quot; (Rebar) for Rolling Mill</td>
<td>36/60039100110</td>
<td>Nos.</td>
<td>10</td>
<td>USD or Euro/Unit</td>
<td>USD or Euro/Unit</td>
</tr>
<tr>
<td></td>
<td>Size: 158.75 OD x 64mm width</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Binder: 30% CO+NI+ CR by weight, Rest TC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Other parameters as indicated in Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TC Roll Rings 6&quot; for Rolling Mill</td>
<td>36/60039100212</td>
<td>Nos.</td>
<td>6</td>
<td>USD or Euro/Unit</td>
<td>USD or Euro/Unit</td>
</tr>
<tr>
<td></td>
<td>Size: 158.75 OD x 64mm width</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Binder: 10% Cobalt or CO+NI by weight, Rest TC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Other parameters as indicated in Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TC Roll Rings 8&quot; for Rolling Mill</td>
<td>36/90039120115</td>
<td>Nos.</td>
<td>10</td>
<td>USD or Euro/Unit</td>
<td>USD or Euro/Unit</td>
</tr>
<tr>
<td></td>
<td>Size: 210.5 OD x 74mm width</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Binder: 25% Cobalt or CO+NI by weight, Rest TC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Other parameters as indicated in Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>TC Roll Rings 6&quot; for Rolling Mill</td>
<td>36/90046208216</td>
<td>Nos.</td>
<td>10</td>
<td>USD or Euro/Unit</td>
<td>USD or Euro/Unit</td>
</tr>
<tr>
<td></td>
<td>Size: 158.75 OD x 64mm width</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Binder: 20% Cobalt or CO+NI by weight, Rest TC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Other parameters as indicated in Annexure I)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3) * Address : 

4). * Country of Origin : 

5) *Name of load port on FOB basis : 

6) *Name of destination port on CFR basis : 

7) Agent’s Commission (if any) included in FOB prices above: 

8) Delivery schedule : 

* (Also to be indicated in Part A : Techno - Commercial Bid) 

Signature and Name of the Tenderer
**PART B TO INVITATION TO TENDER NO. Pur. 2.90.0652/1660 dt.08/05/2013**

**Price Schedule (In case of Indigenous Offers)** To be submitted in a Separate Sealed cover

1) *Name of the Tenderer :

2) Quoted prices are as follows:

<table>
<thead>
<tr>
<th>Item Sl.No.</th>
<th>Catalogue No. &amp; Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Basic price in Rs/unit</th>
<th>Total basic price in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>36/50039100010 TC Roll Rings 6&quot; for Rolling Mill Size : 158.75 OD x 64mm width Binder : 15% Cobalt or CO+NI by weight, Rest TC (Other parameters as indicated in Annexure I)</td>
<td>Nos.</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>36/60039100110 TC Roll Rings 6&quot; (Rebar) for Rolling Mill Size : 158.75 OD x 64mm width Binder : 30% CO+NI+ CR by weight, Rest TC (Other parameters as indicated in Annexure I)</td>
<td>Nos.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>36/60039100212 TC Roll Rings 6&quot; for Rolling Mill Size : 158.75 OD x 64mm width Binder : 10% Cobalt or CO+NI by weight, Rest TC (Other parameters as indicated in Annexure I)</td>
<td>Nos.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>36/90039120115 TC Roll Rings 8&quot; for Rolling Mill Size : 210.5 OD x 74mm width Binder : 25% Cobalt or CO+NI by weight, Rest TC (Other parameters as indicated in Annexure I)</td>
<td>Nos.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>36/90046208216 TC Roll Rings 6&quot; for Rolling Mill Size : 158.75 OD x 64mm width Binder : 20% Cobalt or CO+NI by weight, Rest TC (Other parameters as indicated in Annexure I)</td>
<td>Nos.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3) * Address : 

4) P&F charges : Extra _____ / Included , _____

5) Freight charges : Extra _____ / Included , _____

6) Excise Duty applicable.* Assessable value in Rs.

5) Excise Duty/CVD/Additional Duty :

- Excise Duty Applicable : Yes________ / No____________
- % Excise Tariff Rate (incl. Edn.Cess & HEdn.C) : _______Extra / _______Included
- Excise Tariff No.__________ : 
- CVD/Addl. Duty Applicable : Yes_______/No__________
- CVD/Addl. Duty Applicable(Rs.) : _______Extra/ _______Included

Whether Excise Assessable Value is Mentioned in the Price Bid, Confirm : Yes_______/ No__________

Cenvat documents shall be submitted: Yes_______/No__________

6) Sales Tax/VAT : 

% CST applicable : _______ Extra / _______Included

C form : Required / Not Required

% VAT applicable : _______Extra/ _______Included

% TOT applicable : _______Extra/ _______Included

CST or GRN/VAT No./TIN No. (to be mentioned as applicable) : 

7) *Transportation to VSP Stores - FOR VSP Stores - Inclusive

8) *Insurance : Inclusive

9) * Delivery schedule :

* (Also to be indicated in Part A : Techno - Commercial Bid)

Signature and Name of the Tenderer

RINL VIGILANCE → TOLL FREE NO.1800 425 8878