RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Government of India Undertaking)
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

Telephone No. +8500669899

FAX NO. +91 891 2518756 / +91 891 2518753

e-mail : snyandra@vizagsteel.com/arindamkar_1989@vizagsteel.com

CORRIGENDUM No.1 to GLOBAL TENDER NOTIFICATION

GLOBAL TENDER NO.PUR._20013410/89/000076 dated: 16.01.2018

SEALED BIDS ARE INVITED FOR THE SUPPLY OF 1075 Tons of "Graphite Electrode for Ladle Furnace"

Last Date & Time for receipt of Tenders is extended upto 10.30 Hrs. (IST) on 23.2.2018

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 10:30 Hrs (IST) on **23.2.2018** as per the instructions given in the Tender document. In case of any difficulty in downloading the Tender documents, the Tender document shall be sent by Post free of cost on written request from the Tenderers. **The Tenderers should refer to RINL's website regularly for any Corrigendum/Addendum.**

- EXECUTIVE DIRECTOR (MM)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

VOLUME - I TO GLOBAL TENDER NO. PUR. 20013410/89/0076 dated: 16.01.2018

Tender document downloaded from www.vizagsteel.com by

Messers:_____

_____

_____

_____

(Signature and Seal of the Tenderer)

The Bid Money is remitted with the tender by

DD No._____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and Seal of the Tenderer)

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9701348850

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+91 891 2518753

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GLOBAL TENDER NOTIFICATION

GLOBAL TENDER NO.PUR. 20013410/89/000076 dated: 16.01.2018

SEALED BIDS ARE INVITED FOR THE SUPPLY OF 1075 Tons of "Graphite Electrode for Ladle Furnace"

Last Date & Time for receipt of Tenders: Before 10.30 Hrs. (IST) on 16.02.18

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 10:30 Hrs (IST) on 16.02.2018 as per the instructions given in the Tender document. In case of any difficulty in downloading the Tender documents, the Tender document shall be sent by Post free of cost on written request from the Tenderers. **The Tenderers should refer to RINL's website regularly for any Corrigendum/Addendum.**

- EXECUTIVE DIRECTOR (MM)

GLOBAL TENDER NO PUR. 20013410/89/0076 dated: 16.01.2018
FOR SUPPLY OF "GRAPHITE ELECTRODE FOR LADLE FURNACE"

BROAD DESCRIPTION OF TENDER DOCUMENTS

Sl. No.		Description	No. of Pages	Page Nos.
VOLUME - I:				
1		Invitation to Global Tender	3	4 to 6
2	ANNEXURE-I	Instructions to Tenderers	18	7 to 24
3	ANNEXURE-II	Specifications	2	25 to 26
4	ANNEXURE-III	Declaration of Indian Agent	2	27 to 28
5	ANNEXURE-IV	Proforma for Letter of Acceptance of RINL's Terms and Conditions of Global Tender	2	29 to 30
6	ANNEXURE-V	Proforma for Declaration of Particulars	1	31
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		Price Schedule (For Indigenous and Imported Supplies)	2	55 to 56

Materials Management Department (Purchase Wing)
Block-A, 3rd Floor, Main Administrative Building
Visakhapatnam Steel Plant,Visakhapatnam-530 031
Andhra Pradesh, India
Phone: +8500669899/9701348850
Fax: +91 891 2518753 / 2519756
E-Mail: snyandra@vizagsteel.com/arindamkar_1989@vizagsteel.com

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

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block - A, 3rd Floor, Main Administrative Building
VISAKHAPATNAM – 530 031, ANDHRA PRADESH, INDIA

Phone: +8500669899, Fax: 91 891 2518753 / 2518756
E-mail : arindamkar_1989@vizagsteel.com/snyandra@vizagsteel.com

INVITATION TO GLOBAL TENDER No. PUR. 20013410/89/000076 dated: 16.01.2018 FOR SUPPLY OF GRAPHITE ELECTRODE FOR LADLE FURNACE

1.0 Rashtriya Ispat Nigam Limited (RINL)/Visakhapatnam Steel Plant (VSP) invites sealed bids in **Two Parts** (**Part - A: Techno Commercial Bid** and **Part – B: Price Bid** in separate sealed envelopes) for supply of "GRAPHITE ELECTRODE FOR LADLE FURNACE" in conformity with the Specifications/Scope of Work given in **ANNEXURE–II** of Global Tender Document. **Offers from both Imported & Indigenous firms will be considered.**

2.0 **Quantity and No. of Sources: RINL/VSP intends to purchase a quantity of 1075 Tons(One Thousand Seventy Five Tons) of** "Graphite Electrode for Ladle Furnace" from the Lowest Techno-Commercially acceptable Tenderer. However, RINL/VSP reserves the right to place order(s) on TWO sources in ratio (2/3):(1/3).

3.0 **Delivery Schedule :** The material shall be supplied as per the following schedule:

109 Tons- 31-03-2018
106 Tons- 30-04-2018
106 Tons- 31-05-2018
106 Tons- 30-06-2018
106 Tons- 31-07-2018
106 Tons- 31-08-2018
106 Tons- 30-09-2018
106 Tons- 31-10-2018
106 Tons- 30-11-2018
118 Tons- 31-12-2018

The Tenderers are required to submit their best delivery in case it is not as per the stated delivery.

The Purchaser reserves the right to revise the delivery schedule depending upon the production requirements without any additional financial implication to the Purchaser.

4.0 PRE - QUALIFICATION CRITERIA (PQC) FOR SUPPLY OF GRAPHITE ELECTRODE FOR LADLE FURNACE:

4.1 The party should have supplied Graphite electrode of quantity at least 100 MT of size 450 mm and above to any integrated steel plant of capacity 1MT and above in India during last 5 years.

4.2 The party should submit performance report of Graphite electrode for the supplies of 100 MT executed to any integrated steel plant of capacity 1MT and above in India during last 5 years of supply or two purchase order copies of min 100 MT each from same company (Integrated steel plant of capacity 1 MT and above in India) during last 5 years of supply.

4.3 This PQC is not applicable for the registered vendors with RINL/VSP.

The PQC Condition mentioned above at para no.4.1, 4.2 & 4.3 is **VITAL CONDITION**. The offers not fulfilling the above vital Conditions will not be evaluated.

5.0 In case new party becomes L1, the party has to supply initially 50 tons and after successful performance duly certified by the Indentor within 2 months, the clearance shall be given to affect bulk supply.

6.0 Bids in sealed envelopes shall be received up to 10.30 Hours (IST) on 16.01.2018 and Techno-Commercial part of the bid (Part - A) shall be opened immediately thereafter in the presence of Tenderers (or) their Authorized representatives (with letter of Authorization) who choose to be present. The date of reverse e-auction and opening of sealed Price Bids (Part - B) of the Tenderers whose offers have been found Techno-Commercially acceptable, shall be informed later so as to enable them or their Authorized representatives to be present at the time of opening of the sealed Price Bids, if they so desire.

7.0 The offer should be submitted in sealed envelopes clearly super scribing "Supply of Graphite Electrode for Ladle Furnace" against Tender No: PUR. 20013410/89/0076, Dt.16.01.2018 with Tender Opening due on 16.02.2018 at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.

8.0 Each tender shall be accompanied with Earnest Money Deposit (EMD) (VITAL) either in US$ ((or) Euro (or) Indian Rupees by means of either a Banker's Cheque / Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode or a Bid Bond in the form of Bank Guarantee for an amount US$ 27,310.00 (US Dollar Twenty Seven Thousand Three Hundred Ten only) / Euro 23,244.00 (Euros Twenty Three Thousand Two Hundred Forty Three only) / Rs.17,50,000.00 (Rupees Seventeen Lakh Fifty Thousand only) is to be submitted along with or prior to opening of Part - A: Techno-Commercial Bid.

9.0 The successful Tenderer shall establish a Performance Guarantee Bond (PBG) (VITAL) in the form of a Bank Guarantee in the prescribed format for

5% (five) of the FOB value in case of imported supplies and 5% (five) of the order value on basic price basis in case of indigenous supplies, within 30 (thirty) days from date of LOI/Purchase Order/Acceptance to Tender (or) before commencement of the supplies whichever is earlier.

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

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

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

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

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

b) To accept any tender in full or in part

c) To reject the offers not conforming to the Tender terms.

d) To give Purchase Preference to the Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

e) To extend Purchase Preference to Local SSIs (Micro and Small Enterprises) as per the prevailing guidelines. In case a Local MSE becomes `TAL1' Tenderer, Purchase Preference will not be extended to another Local MSE in the Tender.

14.0 At any time prior to the deadline for submission of the Bids, RINL/VSP may for any reason, modify the tender terms and conditions by way of an Amendment or Corrigendum. Such Amendments or Corrigendum will be notified on RINL/VSP's website at regular intervals. Therefore, the Tenderers should refer to RINL/VSP's website regularly for any Corrigendum.

- EXECUTIVE DIRECTORS (MM)

ANNEXURE–I OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 dated: 16.01.2018)

INSTRUCTIONS TO TENDERERS

1.0 Tenderers shall furnish information/ data/ documents/ printed/ illustrated literature/ brochure duly self attested and signed by the Tenderers covering the following aspects:

a) Detailed information of the Manufacturer.
b) Documents showing the exact nature of ownership should be submitted.
c) Production capacity of `Graphite Electrode for Ladle Furnace' and average annual production in the last three years.

1.1 Only one offer should be received from each principal Manufacturer. 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.

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

1.3 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. They should also give clear price break-up and quantities (in Price Bid) for supplying the material from different Works.

2.0 CREDENTIALS AND SUPPORTING DOCUMENTS:

Tenderers who responds to this Global Tender is not presently not enlisted with RINL/VSP, they are requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the Global Tender reference along with the tender:

In respect of Overseas Tenderers:

a) Notarized Registration Certificate from Chamber of Commerce/their respective designated Agency in English Version
b) Self Certified Financial worth and Audited Financial Statements for the last three years of their company.
c) Self Certified Purchase Orders/Contracts copies for the same or similar tendered item(s)
d) Self Certified copies of Other Credentials like ISO Certificates etc.

In respect of Indigenous Tenderers:

a) Notarised Statutory Manufacturing Industry Registration Certificate i.e., EM=Part II issued by DIC/NSIC, DIC Registration Certificate for the same / similar items for MSEs.

(or)

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

b) Notarized Copy of Proprietary/Partnership deeds in case of Proprietary / Partnership firms.
c) Notarized copy of GST Registration Certificate and PAN card copy in the Name of Company in case of Limited Companies (or) in the name of individuals in case of Proprietary firms.
d) Self-certified Financial worth and Audited Financial Statements for the last 3 (three) years.
e) Self-certified Purchase Orders/contracts copies for the same or similar tendered item(s).
f) Self Certified copies of Other Credentials like ISO Certificates etc

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

i) Details of Manpower& machinery(Self certified)
ii) Details of Tesing & Inspection facilities available(Self certified)

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

Kindly note that the above information is required to assess the credibility of the Vendor not presently enlisted with RINL/VSP. The tender of un-listed vendor shall necessarily accompany the above documents. The tender of such un-listed Vendor shall be rejected, if RINL/VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished. The Vendor shall produce originals of the above documents for verification, if RINL/VSP so desires. RINL/VSP's decision in this regard is final.

3.0 SPECIFICATIONS/SCOPE OF WORK :

3.1 RINL/VSP requires "Graphite Electrode for Ladle Furnace" as per the Technical Specifications/Scope mentioned at ANNEXURE–II of the Global Tender Document.

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

3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance of Tender.

4.0 QUOTING OF PRICES :

4.1 In case of Imported Supplies,

4.1.1 The Tenderer shall quote the price of the Material on CFR Visakhapatnam Port per Meter basis in US Dollars/Euro, giving break up of FOB named port(s) of loading and Freight in the Price Schedule given in VOLUME-II of the Global Tender document.

4.1.2 The price should be quoted on the basis of CFR Visakhapatnam Port, giving break up of FOB named port(s) of loading – material in bags and stuffed into containers and Freight Rate. The shipments shall normally be arranged on FOB basis. However, the shipments either on FOB basis or CFR basis or part FOB and part CFR basis shall be decided by RINL/VSP at it's sole discretion. Tenderers must therefore, give break up of CFR Price into FOB price and Freight (VITAL).

Offers without break up of CFR Price into FOB Price and Freight Rate shall be not considered for evaluation

4.1.3 The Tenderer should necessarily indicate the Freight Rate applicable for shipping the material in lots/shipments till completion of the Order Quantity and no change in Freight Rate quoted, whatsoever, shall be allowed. RINL/VSP reserves the right to exercise the option of FOB/CFR while giving clearance for each lot/shipment

4.1.4 In case, any of the Tenderers specify multiple price options for different ports etc, although no such requirement is specified in the Tender Document, RINL/VSP shall consider the lowest priced option for the purpose of inter-se comparison and ranking between the Tenders (unless specifically mentioned in the Tender Document). RINL/VSP also reserves the right to avail the lowest priced options available for placement of order.

4.1.5 Taxes & Duties:

- The 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.

- As per the Income Tax rules in India, RINL/VSP shall report the details of any payment including any interest or salary of any other sum chargeable to tax, being made to a non-resident, not being a Company or to a Foreign Company. Hence, the Overseas Tenderers shall submit declaration as per the format at ANNEXURE-IX of the Global Tender Document along with Techno-Commercial Bid (Part – A).

- The Indian Agent/Indian Contractor shall submit Permanent Account Number (PAN) to the RINL/VSP. The Indian Agent/Indian Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the RINL/VSP before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.

- RINL/VSP shall deduct applicable Indian Income Tax at rate mentioned in the certificate obtained by the Indian Agent/Indian Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to Indian Agent/Indian Contractor and shall deposit the same to Indian Governmental Authorities. RINL/VSP shall issue TDS certificate (may refer Clause 21.0 below) as prescribed in Income Tax Act to the Indian Agent/Indian Contractor.

- In the event of non-submission of required certificate, Income Tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the Indian Agent/Indian Contractor.

- However, all Corporate Income Tax assessed on the Agent/Contractor in India in connection with the execution of the contract shall be borne by the Agent/Contractor and no such liability shall be assumed by RINL/VSP.

4.2 In case of Indigenous Supplies,

The price of the Materials per Meter should be quoted on FOR VSP Stores, Visakhapatnam basis in INR along with applicable HSN Codes & %age GST as per the GST Act, in the Price Schedule given in VOLUME-II of the Global Tender document.

4.3 The prices quoted by the Tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the prices quoted in figures and words, the prices quoted in words shall prevail. In case of any discrepancy in the price quoted and the break-up indicated, the price quoted shall prevail and the break-up shall be back calculated from the quoted Price.

4.4 Any revised bids received after the opening of the Techno-Commercial bid shall be rejected unless it has been furnished in response to a specific request from RINL/VSP.

4.5 Price Firmness : Prices quoted by the Tenderer shall be firm and fixed for the entire period of Tenderer's performance of the Purchase Order/Acceptance to Tender and shall not be subject to any variation on any account (VITAL).

5.0 PAYMENT TERMS:

For both Indigenous and import offers:

5.1 100% payment shall be made against receipt and acceptance (GARN) of material on the 60th day (21st day for local micro and small enterprises and 45th day for non-local MSEs subject to submission of documents as stipulated vide clause No.12.2.1 below). Payment terms other than the above shall be suitably loaded for evaluation. The interest loading would be @ 19% per annum/as per applicable rate of RINL, if credit for 60 days (21 days in case of local micro and small enterprises 45 days for non-local MSEs) is not given.

5.2 If any party not registered with RINL/VSP becomes L-1, the payment for the 1st lot of 50 tons will be made within 60 days after successful material performance duly certified by Indentor. The payment for the subsequent lots shall be made as per clause 5.1.

5.3 Payment through L/C will be considered in the case of offers from overseas suppliers. However interest loading @19% per annum/as per applicable rate of RINL shall be made for the purpose of comparison with other offers for the differential credit period wrt 60 days (as per ITT). The negotiable documents of LC shall be (i) Goods acceptance note,(GARN) issued by Purchaser and (ii) Shipping documents mentioned below at CL.NO.9.0 of Annexure-VII.

In case of L/C payment, the loading on L/C charges up to Rs. 1Crore shall be Rs.5,618/-. Loading on a/c of increase in the L/C value above Rs 1Crore or part thereof shall be Rs.5618/- for each 1 Crore i.e. Rs.5618/- for first one crore or part thereof and additional Rs.5618/- for each additional one crore or part thereof. L/C payment shall be made for 100% value of the material supplied upon presentation of documents specified at CL.NO.9.0 of Annexure-VII of tender document below& Goods acceptance note,(GARN) issued by Purchaser. All Bank charges within and outside India are to SELLER's account.

In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.

Note: Overseas suppliers may please note that there will not be any delay in L/C opening .However please note that L/C opening should not be basis for commencing of manufacturing. Supplier should start manufacturing soon after receipt of PO and adhere to delivery schedule of PO.

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

5.3.1 Input Tax Credit: The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to

the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them.

5.3.2 "Vendor/supplier/contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.
In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/supplier/contractor shall indemnify RINL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the vendor/supplier/contractor or from security deposit or any other amount available with RINL in the same contract or in other contracts including future contracts.
If any tax has been paid by the vendor/supplier/contractor in pursuance of any demand on account of suppression, fraud or willful misstatements of facts; then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices."

5.4 Mode of Payment: Payment shall be made directly through Electronic Fund Transfer (EFT) or RTGS/LC mode to the successful Tenderer's Bank Account on the due date for which, the Tenderer has to furnish Bank Account details in the format prescribed by RINL/VSP which may be downloaded from the RINL/VSP's website (Kindly visit: www.vizagsteel.com →Tender →MM) and submit along with their offer

6.0 EVALUATION OF THE OFFERS :

6.1 The Technically and Commercially Acceptable offers submitted will be evaluated on Landed Net of Input Price per Meter basis of the material at Visakhapatnam Steel Plant, Visakhapatnam and the decision of the RINL/VSP in this regard shall be final and binding.

6.2 In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, evaluation of the Tender shall be done on the basis of Landed Cost excluding GST i.e., Landed Net of Input Tax Credit Price (LNIP) basis.

In case supply of Goods or Services on which RINL/VSP is not eligible to avail GST Input Tax Credit, the applicable GST payable by RINL/VSP (in case of Unregistered Taxable Supplies) or GST to be charged by the Registered Taxable Tenderer as applicable, shall be added to the Landed Cost for evaluation purposes.

6.3 In case of Imported Supplies, the Freight offer for Visakhapatnam Port (VPT) on Landed Net of Input Tax Credit Price (LNIP) basis will be considered for the evaluation of the offers.

6.4 For the purpose of comparison of Imported & Indigenous offers, the Exchange rate of State Bank of India (SBI) Bill Selling rate prevailing one day before the scheduled date of SRM E-auction shall be considered for arriving at the LNIP in Indian Rupees for evaluation of the offers of both SRM E-auction and Sealed Price Bids.

In case RINL/VSP opts for only Sealed Price Bids, Exchange rate of State Bank of India (SBI) Bill Selling rate as on the date of opening of Sealed Price Bids shall be considered for evaluation.

6.5 RINL/VSP, after opening the Techno-Commercial Bids, may seek in writing documents/clarifications (except in case of EMD) from the Tenderers which are necessary for evaluation of the Tenders for confirmation of eligibility/pre-qualifications stipulated, etc in the Global Tender document.

6.6 Offers received in single Bid (which otherwise contains all necessary details for evaluation of the Tender as per the Global Tender Terms) and offers which contain prices in the Techno-Commercial bid are liable for rejection.

6.7 In case any Tenderer is silent on any Clauses mentioned in this Tender document, RINL/VSP shall construe that the Tenderer had accepted all the Clauses as per this Invitation to Global Tender.

6.8 SRM live Auction (Reverse e-auction): RINL shall have the option of resorting to reverse e-auction on SAP SRM LIVE AUCTION PLATFORM. All the Technically and Commercially Acceptable (TA & CA) Tenderers would be required to participate in the SRM E-auction. In SRM E-auction, the Tenderers would be required to quote their prices only on the basis of Landed Net of Input Tax Credit Price (LNIP) per Meter. Modalities of evaluation of Landed Net of Input Tax Credit Price are given at Clause 6.8.6 below.

6.8.1 RINL/VSP will inform all the TA & CA Tenderers of the date and time of SRM E-Auction for participation.

6.8.2 Tenderers need to have User ID and Password to participate in SRM E-auction. All enlisted vendors of RINL would be provided User ID and password for participating in SRM E-Auction. If a Tenderer who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the date of SRM E-auction. Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

6.8.3 After the Reverse e-auction is conducted, the lowest bid Tenderer shall submit the break - up of LNIP in the format of Illustration immediately after completion of SRM E-Auction. The Sealed Price bids of all the TA & CA Tenderers irrespective of their participation in the SRM E-Auction, shall be opened in two working days, so as to enable them (or) their Authorized representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.

6.8.4 Based on the prices so received through SRM E-Auction and the Sealed Price Bids in the physical mode of Tender, a Composite Comparative Statement shall be made considering the lower of prices of the Sealed Price Bids and SRM E-Auction of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 price (LNIP) so arrived.

6.8.5 Definition of key terms for RINLs SAP SRM Live-auction (E-Reverse Net of ITC Price (LNIP) Auction) User Manual is available in SRM Portal.

User Manual available in the Home Page of VSP's SRM Portal by clicking on "Awareness on e-tendering for Vendors" may please be followed (at Page Numbers 56 to 65) to participate in SRM Live Auction.

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

Help Desk for SRM E-Procurement and E-Auction

1. System related Queries :

a. First Contact: 0891-2518646, Shift In-charge, IT-ERP System Support Group
b. Second Contact: 1801425421124, In-charge, SRM (works only from BSNL Landline or Mobile)
c. First Escalation: +919701347736, ARUN KUMAR S, Asst. General Manager (ERP)
d. Second Escalation: +918500669882, D RAMESH, Asst. General Manager (ERP)

2. You can also write to : srm_support@vizagsteel.com

6.8.6 A sample Calculation Sheet arriving at Landed Net of Input Tax Credit Price (LNIP) is as given below.

I) Delivery Terms: FOR VSP Stores

	Rs./Unit
A. Basic price incl. of Pack, Freight up to VSP Stores	: 100.00
B. Integrated GST @ 18% on 'A'	: 18.00
C. Landed Cost (A+B)	: 118.00
D. Input Tax Credit (ITC)-100% (B)	: 18.00
E. Landed Net of ITC (LNIP) (C –D)	: 100.00

II) Delivery Terms: Ex Works

A. Basic price	: 100.00
B. Packing extra (2 % on A)	: 2.00
C. Sub Total (A + B)	: 102.00
D. Integrated GST @ 18% on 'C'	: 18.36
E. Fright extra (3%) on 'A'	: 3.00
F. Integrated GST @ 5% on 'E'	: 0.15
G. Total (C+D+E+F)	: 123.51
H. Insurance 0.09 % on G	: 0.11
I. Integrated GST @ 18% on 'H'	: 0.02

J. Landed Cost (G+H+I) : 123.64
K. Input Tax Credit (ITC)-100% (D+F+I) : 18.53
L. Landed Net of ITC (LNIP) (J-K) : 105.11

The above calculation is an example only and the Landed cost and LNIP may vary depending on actual rates (GST, Insurance, Interest etc.) prevailing on that day.

Calculation of LNIP and Landed Cost for Imported cases(CFR Basis per Unit)
01. Exchange Rate (For Ex) - 1 EUR = INR : 71.04
02. Basic Rate in EUR : 100
03. CFR Chennai / Vizag Seaport basis (EUR) :103.09
04. CFR Chennai / Vizag Seaport basis (3) (EUR) : 103.09
05. Add: Insurance charges @ 0.015% on CFR i.e 4 (EUR) : 0.016
06. Total CIF CHENNAI/VIZAG SEA port basis EUR (4+5) : 103.106
07. CIF Chennai / Vizag sea Port in Rs. (6*1) : 7324.65
08. Assessable Value in Rs. (same as CIF value) : 7324.65
09. Basic Custom Duty @ 5 % on Sl.No.8 in Rs. : 366.23
10. Education Cess @ 3% on Sl.No.9 in Rs. : 10.99
11. IGST @ 18% (on Sl.No. 8+9+10) in Rs. : 1386.34
12. Customs Clearing & Forwarding (C&F) charges considered notionally @ 0.25% on total Assessable value on Sl.No. 8 in Rs. : 18.31
13. IGST @ 18% on C & F charges on Sl.No.12 : 3.30
14. Inland transport charges from Chennai sea port to VSP Stores @ 5% (assumed) on total assessable value i.e on Sl.No.8 in Rs. : 366.23
15. IGST @ 18% on inland transport charge on sl.no-14 : 65.92
16. Landed Cost (Sl.No.7+9+10+11+12+13+14+15) in Rs. : 9541.97
17. Total ITC (11+13+15) : 1455.56
18. LNIP (Sl.No. 16-17) : 8086.41

Note:01.Above Landed cost & LNIP may vary depending on the actual freight, insu rance, import customs duties, foreign exchange rate and C&F charges and i nland transport charges, etc. that
will prevail and will be incurred at actuals by VSP at the time of shipment.

02.For Inland transport charges indicated at sl.no-
14 above, if the GST is paid by RINL on reverse Charge basis the rate applic able is 5 % for GTA services. If the GST is paid by GTA and included in his i nvoice, the rate will be 18% (18 % if ITC is claimed by GTA or else 5%).

3) Any revision in Taxes & Duties which are statutory in nature, Inland Transportation, Handling Charges, etc prevailing at the time of SRM E-auction /opening of Sealed Price Bids (as the case may be) shall be considered for evaluation of the offers.

(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.

7 VALIDITY OF OFFER:

Tenderers shall keep their offer valid for acceptance by RINL / VSP for a period of atleast 120 (one hundred and twenty) days from the actual date of tender opening.

8 INDIAN AGENTS OF OVERSEAS MANUFACTURERS:

8.1 RINL/VSP shall deal directly with Overseas Manufacturers and would prefer not to entertain involvement of any Agent/Agency/Intermediary.

8.2 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 RINL/VSP's detailed Terms and Conditions of Invitation to supply tender (www.vizagsteel.com).

b) Details of services to be rendered by the Agent, 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 in the sealed Price Bid (Part – B).

c) Confirmation of the Tenderer that the Commission/Remuneration, if any, payable to his Indian Agent, shall be paid by RINL/VSP in Indian Rupees. Such Commission/ Remuneration payable to the Indian Agent will be converted to Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing (i) one day before the scheduled date of SRM E-auction (or) (ii) as on the date of opening of Sealed Price Bids (or) (iii) the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/law of the land. In addition, any other relevant detail as may be asked for by RINL/VSP subsequently shall also be furnished by the Tenderer.

d) In addition, any other relevant details as may be asked for by RINL/VSP subsequently shall also be furnished by the Tenderer.

8.3 There shall be compulsory registration of Indian Agents with Purchaser. An Agent who is not registered with RINL/VSP shall seek registration with MM-VDC of 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" 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. The application is to be submitted with necessary documents as contained therein along with the Techno-Commercial Offer of the Overseas Supplier/Tenderer.

8.4 The Indian Agent's commission, if any should be included in the quoted prices and indicated separately in the Price Bid (Part - B).

8.5 Failure to adhere to the above or furnish correct and detailed information as called for at Clause 8.2 herein above and in the pro-forma at ANNEXURE-III of Global Tender Document will render Tenderer's bid liable to rejection or in the event of an agreement materializing, the same is liable to termination by RINL/VSP. Besides this, there would be a penalty of banning business dealings with RINL/VSP or damage or payment of a named sum.

8.6 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 acceptance of the consignment at RINL/VSP and issue of successful material performance certificate by RINL/VSP after effecting deductions, if any.

8.7 The Indian Agent shall represent only one Foreign Supplier/Tenderer in the Tender. In case, it is found that the Indian Agent is representing more than one Tenderer then all the offers represented by this Indian Agent will be rejected.

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

8.9 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.

9 STATEMENT OF DEVIATIONS:

9.1 Tenderers shall submit along with their offer confirmation of their acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at ANNEXURE-IV of Global Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL/VSP's terms and conditions in Part – A: Techno-Commercial Bid.

9.2 If any Tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as ANNEXURE-IV(A) of Global Tender Document. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.

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

10 LOADING ON ACCOUNT OF DEVIATIONS:

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/VSP may possibly be exposed on account of such deviation. The decision of RINL/ VSP in this regard shall be final. RINL/VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL/VSP have financial implications to RINL/VSP.

11 EARNEST MONEY DEPOSIT:

11.1 The tender shall be considered only if EARNEST MONEY DEPOSIT (EMD) (VITAL) in US Dollars (or) Euro (or) in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) (or) in Electronic Mode (or) a Bid Bond in the form of Bank Guaranteefor an amount US$ 27,310.00 (US Dollar Twenty Seven Thousand Three Hundred Ten only) / Euro 23,244.00 (Euros Twenty Three Thousand Two Hundred Forty Three only) / Rs.17,50,000.00 (Rupees Seventeen Lakh Fifty Thousand only) is to be submitted along with or prior to opening of Part - A: Techno-commercial Bid.

11.2 Account payee Demand Draft/Banker's 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/Euro, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the Tenderer. No interest shall be paid for the EMD.

11.3 A Bid Bond in the form of a Bank Guarantee as per the prescribed pro-forma at **ANNEXURE-VII** of this Global Tender Document shall be established in favour of RINL. No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **ANNEXURE-VII A.** The Bid Bond shall be established by any Nationalised / Scheduled Commercial Bank through their Branch / associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds issued by Co-operative banks are not accepted. The Bid Bond shall be valid for **120 (One hundred and twenty) days** from the last date fixed for receipt of tenders. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

11.4 The 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 (VITAL). The Bid Money will not earn any interest. Tenderers may please note that the offers received without Bid Money/EMD of requisite value shall be rejected summarily. Previous deposits with RINL/VSP, if any, by way of Bid Money, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without Bid Money

11.5 The following categories of Tenderers are exempted from submission of EMD/ Bid Money :

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

SSIs / MSEs and Units registered with RINL / VSP for the tendered item(s) need to submit notarized copies of the relevant, valid registration certificates for claiming exemption of EMD.

However, they are required to establish the Performance Guarantee Bond as per Clause 18.0 of ANNEXURE-VII of the Global Tender document.

11.6 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.

(or)

b) In case Performance Guarantee Bond is not submitted within the time allowed as per the terms and conditions after RINL/VSP communicates Acceptance of Tender/Acceptance to Tender/Purchase Order in accordance with Clause 18.0 of ANNEXURE-VII of the Global Tender document.

12 **INTEGRITY PACT: (VITAL)**

The Tenderer is required to unconditionally accept the "Integrity Pact" available in the website www.vizagsteel.com under MM Tenders and shall submit the same duly signed along with his offer.

For Integrity pact:

Visit www.vizagsteel.com,Open Vizagsteel Home page.

Click > MM.
Click > MM Tenders
Click > Click here to read Integrity Pact
Click > Integrity Pact

Offer of the tenderer without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEM) are as given hereunder.

<u>Nodal officer:</u>

Shri BHATTACHARYA A
General Manager(MM))
3rd Floor, Administration Building
Visakhapatnam Steel Plant
Visakhapatnam – 530031
Phone No: 0891-2518683
Fax No: 0891-2518753 / 756
E-mail: agnimitra@vizagsteel.com

<u>IEM:</u>

(i)Shri. SIVA PRASAD RAO

Flat No. 4 H, South Park Apartment,
Opp. HDFC Bank
Nallagandla By pass Road,
Nallagandla, Serilingampally,
Hyderabad – 500 019
Email Id :**sivaprasadrao1950@gmail.com**

(ii) Shri V Velayudham(Retd.)
Director General (Roads &
Developments, Flat No.4
Nalanda Apartment, D-Block
Vikaspuri, New Delhi-18
Email:velayutham26@gmail.com

13 PURCHASE PREFERENCE:

13.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) & non-local MSEs as per prevailing guidelines subject to submission of documents as stipulated vide Clause 12.2.1 below.

13.2 Condition for availing benefit under Clause 8.0 of Detailed Terms and conditions of Invitation to Supply Tender i.e Purchase preference (Ref. VSP's web site:www.vizagsteel.com) and Clause 5.1 above i.e payment with concessional credit period, by Local Micro & Small Entrepreneurs (Local SSIs) & non-local MSEs:

13.2.1The SSI/MSE unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate/Entrepreneur Memorandum acknowledgement Part – II/Udyog Aadhar Memorandum issued by any of the following for the items/item category for which they are registered for availing the relevant benefits as stipulated at Clause 12.2 above. MSEs participating in the tender must submit valid certificate of registration with any one of the below agencies indicating the details of the particular tendered item/item category along with their bid. The Micro and Small Enterprise/s not registered for the particular item/item category for which the tender is relevant, will not be eligible
for any exemption/preference. The registration certificate issued from any one of the below agencies must be valid as on tender opening date (TOD).The successful bidder should ensure that the same is valid till the end of the cont ract period. The MSEs, who have applied for registration or renewal of

registration with any of the below agencies/bodies, but have not obtained the valid certificate as on tender opening date (TOD), are not eligible for exem ption/preference.

For all MSEs:

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

For Local MSEs

a) District Industries Centre of Visakhapatnam.
b) District Industries Centre of Srikakulam/Vizianagaram/East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.
c) NSIC registered units falling within the above jurisdictions i.e., in a) or b).

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

14 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS IN THE TECHNO-COMMERCIAL BID (Part - A)

14.1 The Tenderers shall submit all the relevant information/data/documents as specified in the CHECK LIST ANNEXURE-VI of Global Tender Document and also submit the CHECK LIST confirming the same along with Part – A: Techno-Commercial part of the Bid.

14.2 The Tenderer shall furnish confirmatory letter from the Principal indicating the Commission payable to the Indian Agent in line with Clause 8.0 above (in the Techno-Commercial bid: Part - A) along with the duly filled in Application form for Registration of Indian Agent as detailed at Clause 8.3 above.

14.3 Declaration of particulars as sought at ANNEXURE-IV of the Global Tender Document

15 SUBMISSION OF OFFERS:

The offer shall be submitted in two parts.

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

both in two separate sealed envelopes.

15.1 Part - A in a sealed envelope should contain the following:

a) Bid Money / EMD.

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

c) Detailed offer together with its enclosures. The details shall include all details on Technical Specifications/Scope of Work, other information/data/ documents (as at Clause 13.0 above and ANNEXURE-VI of the Global Tender Document)/confirmations/any deviations except prices. A price format as in the Part - B after blanking the prices (but indicating the percentage of GST, in case of Indigenous Supplies) shall also be placed in the Part - A. However, no indication of price in any form, shall be given in Part - A.

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.

Each page of the offer and its enclosures should be signed by the Authorized Officer(s) of the Tenderer along with seal of the Company/Firm indicating the Name and status of the signatory.

The Techno-Commercial bid should not contain any indication of prices, otherwise the offers are liable for rejection.

Part – B : Price Bid should be submitted in a separate sealed envelope in the prescribed pro-forma given in VOLUME-II of the Tender document. The Price Bid should only contain the price quotations. Any financial terms should be given in the Techno-Commercial Bid (Part - A) only. Any condition / caveat in the Price Bid shall not be considered for evaluation and the offer is liable for rejection.
Price Bid to be submitted in the format provided in the Global Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the Price Bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.

15.2 The sealed envelopes with Part - A & Part - B of the offer should bear, in Block capital letters, superscription "Global Tender for supply of Graphite Electrode for Ladle Furnace" against Global Tender No. PUR. 20013410/89/0076 dated: 16.01.2018"

The two envelopes should be sealed separately. The name and address of the Tenderer should be mentioned on these envelopes.

15.3 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3rd Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam- 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "Offer in response to Global Tender No. PUR. 20013410/89/0076 dated: 16.01.2018 due on 16.02.2018". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

15.4 Copies of the offer should not be sent to any other Officer of RINL.

15.5 Offers received by VSP through e-mail, cable, telex, fax or telegram, offers received late/delayed will not be considered under any circumstances.

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

a) Incomplete offers, without appending signature on the offer and the prescribed formats.
b) Receipt of offers after the due date and time and/or by Fax/E-mail.
c) Variable price being quoted against requirement of firm and fixed price
d) Offers not accompanying the requisite EMD/Bid money in line with the tender conditions unless exempted for any reasons specified herein.
e) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this tender document.
f) Offers without CFR price and not specifying the breakup of the Price indicating the FOB Price and Freight against this tender (in case of Imported Supplies).
g) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.

15.7 Tenders submitted against the Global Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offers may submit their revised offers within the extended TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).

16 LANGUAGE OF THE 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 RINL/VSP, shall be written only in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

17 COMPLETENESS OF THE TENDER:

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

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

17.3 RINL/VSP shall at it's discretion give equal opportunity to all the Tenderers for clarification/rectification of any deficiencies in the tender (except, EMD) and seek clarifications/confirmations/documents/withdrawal of deviations from the Terms and Conditions of Tender. In case of failure to rectify the deficiencies within the time given, the tender would be rejected/loaded as mentioned at Clauses.9.0 & 10.0 above. In case of rejection, Part-B (Price Part) of the tender would be returned unopened and EMD would be refunded. RINL / VSP shall not give opportunity as above for submission of Bid Money /EMD.

18 ACCEPTANCE OF TENDER/PURCHASE ORDER:

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

19 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 Tenderer will be debarred from participation in all RINL/VSP tenders for a period of 5 (five) 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 RINL/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 money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.

19.2 RINL/VSP requires that Tenderers/Suppliers/Contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, RINL/VSP defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything 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 the Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RINL/VSP of the benefits of free and open competition. RINL/VSP 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. RINL/VSP will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if it any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

19.3 In case the Technically and Commercially acceptable lowest price offered Tenderers backs out after tender is opened in single bid tender and in two bid tender after Techno-Commercial Bid/Price Bid is opened or after finalization of contract punitive action shall be taken as per the prevailing guidelines of RINL/VSP.

20 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 Tenderes shall supply the same at the rate quoted.

21 AUTHORISATION:

Representative of the Tenderers is required to produce Letter of Authorization, if they are to be permitted to attend tender/Price Bid opening.

22 TDS CERTIFICATE:

22.1 The successful Tenderer/Contractor shall submit Permanent Account Number (PAN) to the Employer (RINL/VSP). The successful Tenderer/Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of Income Tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.

22.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the successful Tenderer/Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.

22.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the successful Tenderer/Contractor.

22.4 However, all Corporate Income Tax assessed on the successful Tenderer/Contractor in India in connection with the execution of the contract shall be borne by the successful Tenderer/Contractor and no such liability shall be assumed by the Employer.

22.5 The following certificates (as per prescribed formats at ANNEXURE – X of Global Tender Document) to be submitted by the supplier, in case of import source.

a) Tax Registration Certificate b) Form-10F and

c) Undertaking for foreign payments

23 AMENDMENT TO THE TENDER TERMS AND CONDITIONS:

23.1 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. Such amendments will be notified on RINL's website at regular intervals. The Tenderer should refer to RINL's website regularly for any Corrigendum.

23.2 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 → Detailed terms and conditions of Invitation to Tender (ITT) and General Conditions of Contact for Supply).

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ANNEXURE-II OF GLOBAL TENDER DOCUMENT

ITT NO. 20013410/89/0076 Dt. 16.01.2018

SPECIFICATION FOR "Graphite Electrode for Ladle Furnace"

Qty: 1075 TONS

Material Long text:
PART NAME : GRAPHITE ELECTRODES
SIZE : DIAMETER: 457 +/- 3
EQUIPMENT NAME : LADLE FURNACE

TECHNICAL SPECIFICATION:
1) GRAPHITE ELECTRODE OF DIAMETER: 457 +/- 3 MM WITH SUITABLE PREFITTED NIPPLE AT ONE END
2) GRAPHITE ELECTORDE LENGTH: 1800 MM
3) NIPPLE DIA/LENGTH AND THREADS/INCH: 241 X 305 MM AND 4 THREADS/INCH
4) BULK DENSITY: 1.64 - 1.72 GM/CC
5) RESISTIVITY: 550 - 750 MICRO OHM - CM
6) FLEXURAL STRENGTH: 100 - 180 KG/SQ CM
7) THERMAL EXPANSION CO-EFFICIENT (0 TO 50 DEG.C): 8 TO 15 CM/DEG.C X 10 TO THE POWER OF -7
8) YOUNG MODULUS: 850-1200 KG/SQ.MM
9) APPARENT POROSITY: 22.4 PERCENT
10) ASH CONTENT: 0.2 PERCENT MAX
11) ELECTRODES CURRENT CARRYING CAPACITY: 45 KA
SPECIAL INSTRUCTIONS:
1) GRAPHITE ELECTRODE ALONG WITH SUITABLE PREFITTED NIPPLE AT ONE END TO BE PACKED NEATLY TO AVOID ANY DAMAGE DURING TRANSIT AND HAN
2) TEST CERTIFICATE SHALL BE SUBMITTED FROM GOVERNMENT/ GOVERNMENT APPROVED LABORATORIES OR OWN LAB IN CASE OF ISO CERTIFIED MANUFA

SPECIAL INSTRUCTIONS:

1) GRAPHITE ELECTRODE ALONG WITH SUITABLE PREFITTED NIPPLE AT ONE END TO BE PACKED NEATLY TO AVOID ANY DAMAGE DURING TRANSIT AND HANDLING.
2) QUALITY ASSURANCE PLAN (QAP) HAS TO BE SUMITTED BY THE PARTY ALONGWITH THE OFFER.
3) TEST CERTIFICATE SHALL BE SUBMITTED FROM GOVERNMENT/ GOVERNMENT APPROVED LABORATORIES OR OWN LAB IN CASE OF ISO CERTIFIED MANUFACTURER.

Signature of the Party with Seal

ANNEXURE–III OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

DECLARATION REGARDING INDIAN AGENT

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

Dear Sir,

Sub: Your Global Tender Notice No..... dated.....
for Supply of .....

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

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

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 Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing (i) one day before the scheduled date of SRM E-auction (or) (ii) as on the date of opening of Sealed Price Bids (or) (iii) the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and it shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/law of the land.

3. In the event of an Agreement materializing, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission/remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after acceptance of last consignment at RINL/VSP after effecting deductions, if any.

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

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

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

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

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

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

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

ANNEXURE–IV OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

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

Dear Sir,

Sub: Acceptance of the Terms and Conditions

Ref: 1) Your Global Tender Notice No.PUR. 20013410/89/0076 Dt. 16.01.2018
2) Our Offer No.

1. With reference to your Global Tender Notice No. PUR. 20013410/89/0076 Dt. 16.01.2018 for supply "Graphite Electrode for Ladle Furnace", we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

** There are no 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.

ANNEXURE–IV (A) OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

STATEMENT OF DEVIATIONS

S.No.	Condition	Clauses	Acceptance / Deviation
1			
2			
3			
4			
5			
6	Any other (to be specified by the Tenderer for other deviations)		

.....
Signature and Seal of the
Tenderer

ANNEXURE–V OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

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

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Qty offered (Meter)	
3	Name and addresses (Registered and Correspondence) of the Indian Agent, if any	
4	Extent of authorization (extent of service rendered by agent)	
5	Minimum lead time required for delivery of first lot	
6	Statutory Registrations:	
	a) GST Registration No and Date	
	b) IT/PAN No.	
	c) Industrial/Trade License	
7	Country of Origin (In case of imports only)	
8	Customs Tariff Number (In case of import only)	
9	Load port details (In case of import only)	
10	Place of Despatch (For Indigenous offers only)	
11	Currency quoted	
12	Tenderer's Bank account details	
	a) Name of the Negotiation Bank	
	b) Address	
	c) Swift Code	

Signature and Seal of the Tenderer

ANNEXURE–VI OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

CHECK LIST

Check List to be filled up and submitted along with Techno -Commercial Bid: Part - A

S.No	Tender Terms	Clause(s)	To be confirmed by the Tenderer
1	Quantity & No. of Sources	2.0 of Invitation to Global Tender Notice	
2	Delivery schedule	3.0 of Invitation to Global Tender Notice	
3	Details of the Manufacturer	1.0 of ANNEXURE-I of Global Tender Document	
4	Credentials of the Tenderer	2.0 of ANNEXURE-I of Global Tender Document	
5	Specifications/Scope of work	3.0 of ANNEXURE-I of Global Tender Document	
6	Quoting of Prices	4.0 of ANNEXURE-I of Global Tender Document	
7	Purchaser's option for exercising FOB / CFR	4.1.2 & 4.1.3 of ANNEXURE-I of Global Tender Document	
8	Declaration of Income Tax & Form No.10 F, etc	4.1.5 of ANNEXURE-I of Global Tender Document	
9	Price Firmness	4.5 of ANNEXURE-I of Global Tender Document	
10	Mode of Payment	5.4 of ANNEXURE-I of Global Tender Document	
11	GST Undertaking	5.3.2 of ANNEXURE-I of Global Tender Document	
12	User ID for participation in SRM E-uction	6.8.2 of ANNEXURE-I of Global Tender Document	
13	Validity of the Offer	7.0 of ANNEXURE-I of Global Tender Document	
14	Confirmatory Letter from Tenderer w.r.t commission payable to Indian Agent	8.0 of ANNEXURE-I of Global Tender Document	
15	Letter of Acceptance of Terms & Conditions of the Global Tender	9.0 of ANNEXURE-I of Global Tender Document	
16	Earnest Money Deposit	11.0 of ANNEXURE-I of Global Tender Document	
17	Integrity Pact	12.0 of ANNEXURE-I of Global Tender Document	
18	Declaration of Particulars	13.3 of ANNEXURE-I of Global Tender Document	
19	Submission of Blank Price bid Format	14.1 of ANNEXURE-I of Global Tender Document	
20	Guarantee clause	5.0 of Invitation to Global	

		Tender Notice	
21	`Detailed Terms & Conditions for Invitation to ITT' and `GCC for Supply'	22.2 of ANNEXURE-I of Global Tender Document	
22	Confirmation of Specifications & Scope of Work	ANNEXURE–II of Global Tender Document	
23	Delivery of the Materials	5.0 of ANNEXURE-VII of Global Tender Document	
24	Submission of Shipping Documents	9.0 of ANNEXURE-VII of Global Tender Document	
25	Packing and Marking	To be confirmed as per Article 6 of General Conditions Of Contract for Supply.	
26	Insurance Clause	12.0 of ANNEXURE- VII of Global Tender Document	
27	Submission of `Performance Guarantee Bond'	18.0 of ANNEXURE- VII of Global Tender Document	
28	`Liquidated Damages' Clause	19.0 of ANNEXURE- VII of Global Tender Document	
29	`Default' Condition	20.0 of ANNEXURE- VII of Global Tender Document	
30	`Risk Purchase' Clause	21.0 of ANNEXURE- VII of Global Tender Document	
31	`Transfer & Subletting'	24.0 of ANNEXURE- VII of Global Tender Document	
32	Acceptance of `Force Majeure' Clause	29.0 of ANNEXURE- VII of Global Tender Document	
33	Acceptance of `Arbitration' Clause	30.0 of ANNEXURE- VII of Global Tender Document	
34	Currency quoted		

Signature & Seal of the Tenderer

ANNEXURE–VII OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. . 20013410/89/0076 Dt. 16.01.2018)

TERMS AND CONDITIONS OF DRAFT PURCHASE ORDER FOR "SUPPLY OF GRAPHITE ELECTRODE FOR LADLE FURNACE "

1.0 DEFINITIONS:

1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.

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 Global Tender (ITT), Acceptance to Tender/Purchase Order and amendments to Acceptance to Tender/Purchase Order 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 to Tender/Purchase Order.

1.5 The Delivery shall mean delivery of the MATERIALS acceptable to the PURCHASER as per the Acceptance to Tender/Purchase Order.

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 to Tender/Purchase Order.

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

2.0 QUANTITY:

The SUPPLIER shall sell and the PURCHASER shall buy the quantity of MATERIALS as mentioned in the Acceptance to Tender/Purchase Order in conformity with the Technical Specifications/Scope of the Work mentioned in the Acceptance to Tender/Purchase Order 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/Scope of Work as contained in the Acceptance to Tender/ Purchase Order.

3.0 PRICES:

3.1 The prices FOB Named Port of Loading and CFR Visakhapatnam Port, India per Meter basis for imported supplies whereas, FOR VSP Stores, Visakhapatnam per Meter basis in case of Indigenous supplies and shall be

as indicated in the Acceptance to Tender/Purchase Order. The shipments shall normally be arranged on FOB basis. However, the shipments either on FOB basis or CFR basis or part FOB and part CFR basis shall be decided by the PURCHASER at it's sole discretion. The PURCHASER reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment and no change in Freight quoted, whatsoever, shall be allowed.

3.2 Prices shall be firm & fixed for the entire period of the SUPPLIER's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account.

4.0 INDIAN AGENT'S COMMISSION:

In case of Imported Supplies, the above price shall be inclusive of any commission as indicated in the Acceptance to Tender/Purchase Order payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing (i) one day before the scheduled date of SRM E-auction (or) (ii) as on the date of opening of Sealed Price Bids (or) (iii) the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after effecting statutory deductions, if any. In case of such deductions, necessary certificate shall be issued as per Government Notification/Law of the Land.

5.0 DELIVERY OF THE MATERIALS:

5.1 The MATERIAL shall be delivered at VSP Stores as per the schedule mentioned in the Acceptance to Tender/Purchase Order. The PURCHASER reserves the right to alter the delivery requirement according to stock position.

5.2 The period of delivery is the essence of the Acceptance to Tender/Purchase Order. The date of receipt of the MATERIALS in PURCHASER's Premises shall be the date of delivery in respect of each consignment as a complete Set(s) for both indigenous and imported supplies.

5.3 For any delay in clearance at the port of destination on account of non-supply of Shipping Documents (Original Lorry Receipt, in case of indigenous supplies) in time and/or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port / 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 GOODS AND SERVICE TAX (GST) :

6.1 Any variations in the rate of GST as applicable on account of amendments made to the respective Acts after the date of PO but, during the contractual delivery schedules shall be borne by the PURCHASER.

6.2 In case of acceptance of stores beyond the original delivery schedules, the rate of GST on the last day of original delivery schedule or the actual rate of GST on the date of delivery whichever is lower, shall be to the account of PURCHASER.

6.3 The PURCHASER shall reimburse the variation as above based on documentary evidence like relevant Gazette Notification or any other documents to the satisfaction of the PURCHASER after considering any credit /relief/concession etc allowable or allowed to the SUPPLIER under the respective Act or Rules made after the date of PO.

6.4 Any new Taxes leviable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the contract to the satisfaction of PURCHASER and production of documentary evidence after availing of statutory concessions, benefits etc.

6.4.1 The SUPPLIER shall pay and bear all other liabilities, taxes and duties not specifically agreed to by the PURCHASER in the contract.

6.4.2 Where the contract price is indicated in Indian Rupees, Foreign Exchange variations shall not be payable by PURCHASER to the SUPPLIER unless specifically provided in the PO.

7.0 SHIPPING PROCEDURE:

7.1 In case shipment on FOB terms is decided the Shipping Arrangements will be made by the PURCHASER 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 finalizing the Shipping Arrangements. The details of Forwarding Agents/Nominees will be informed after deciding the Shipment Terms.

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

Shippers	:	(Name of the Supplier)
Port Consignee	:	Govt. of India A/c Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam- 530031 (Ph:0891-2566907).
Ultimate Consignee	:	Executive Director (MM) Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam 530 031

8.0 CONDITIONS FOR SHIPMENT:

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

8.2 In case shipment on FOB terms is decided every shipment against this Acceptance to Tender/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.

9.0 SHIPPING DOCUMENTS: (for imports only)

In respect of each shipment against the order placed by the PURCHASER, each of the under mentioned documents shall be made out separately by the SUPPLIER:

Advance set of documents to be airmailed by the SUPPLIER to the PURCHASER within five days from the date of Bill of Lading		Original set of documents to be presented by the SUPPLIER to the F&A Dept. of the PURCHASER for drawl of payment	
Sl. No	Description of the document	Sl. No.	Description of the document
1	First Original (1/3) negotiable clean on board/shipped on board ocean Bill of Lading made to the order and blank endorsed marked “Freight To Pay / Pre-paid” for GOI A/c Rashtriya Ispat Nigam Ltd.	1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board/shipped on board Ocean Bill of Lading made to the order and blank endorsed marked “Freight To Pay / Pre-paid” for GOI A/c Rashtriya Ispat Nigam Ltd.
2.	Non-negotiable Bill of Lading	2.	Non-negotiable Bill of Lading
3.	Signed Commercial Invoices for payment containing the reference of the Acceptance to Tender/Purchase Order certifying that the MATERIAL shipped is strictly in conformity with the Acceptance to Tender/ Purchase Order	3.	Signed Commercial Invoices for payment containing the reference of the Acceptance to Tender/Purchase Order certifying that the MATERIAL shipped is strictly in conformity with the Acceptance to Tender/ Purchase Order
4.	Manufacturer’s Test cum Guarantee Certificate	4.	Manufacturer’s Test cum Guarantee Certificate
5.	Packing List	5.	Packing List
6.	Certificate of Origin issued by Chamber of Commerce or Trade Association either in the name of the Supplier or in the name of the Material Producer.	6.	Certificate of Origin issued by Chamber of Commerce or Trade Association either in the name of the Supplier or in the name of the Material Producer.
7.	Lloyds Certificate & or Forwarding Agent’s Certificate certifying the Age and Sea worthiness of the carrying Vessel, Classed 100 A1	7.	Lloyds Certificate & or Forwarding Agent’s Certificate certifying the Age and Sea worthiness of the carrying Vessel, Classed 100 A1
		8.	SUPPLIER□s certificate
		9.	Fax intimation copy issued by the SUPPLIER to Insurance company (details mentioned at Clause12.0

			below) giving necessary details of shipment within 3 (three) working days of dispatch of MATERIAL for arranging insurance.
		10.	SUPPLIER's certificate confirming dispatch of advance set of documents within 5 (five) days from the date of Bill of Lading
		11	Inspection certificate, accepting the material, issued by mutually agreed 3rd party inspection agency.

Note: Certificate issued by the Supplier shall confirm

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

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

- that the documents mentioned under Clause 9.0 above have been sent directly to the Purchaser by Air Mail / Courier within seven days from the date of Bill of Lading.

9.1 Dispatch documents:

Two sets of the above non-negotiable copies of the documents one each will be sent through courier service at the following addresses within five days from the date of shipment:

1) Dy. MGR (MM)
Visakhapatnam Steel Plant
Purchase Department (Refractory Section),
Admin. Building, 3rd floor,
Visakhapatnam-530031.(A.P.) INDIA

2) Sr. Manager (Transport & Shipping Dept.)
Visakhapatnam Steel Plant
MM Department,
Admin. Building, 3rd Floor,
Visakhapatnam -530 031.
Andhra Pradesh (INDIA)

9.2 Negotiable Documents:

Negotiable copies of the above documents complete in every respect must be sent directly to the following address immediately after dispatch of the material giving your bank details and account number etc.

Manager (F&A),
Purchase Bills-II,
2nd Floor, Admn Building,
Visakhapatnam Steel Plant,
Visakhapatnam-530031, India

10.0 PACKING & MARKING:

10.1 PACKING:

10.1.1 Applicable as per Article 6 of General Conditions of Contract for Supply.

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

11.0 PACKING LISTS:

11.1 Each package shall have a detailed Packing List quoting specifically the name of the SUPPLIER, Number and Date of the Acceptance to Tender/Purchase 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.

11.2 Notwithstanding anything stated in this Article, the SUPPLIER shall be entirely responsible for loss, damage or depreciation to the MATERIALS occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

12.0 INSURANCE:

12.1 In case of imports, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER.

12.2 For the purpose of insurance, the SUPPLIER shall within 3 (three) working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax: 0891- 2518753 / 2518 756) and M/s. The New India Assurance Co Ltd., Divisional Office III, Door No.30-15-35A, II Floor, Dabagardens, Visakhapatnam – 530 020. Telephone No.0891-2517737, 2591977, Fax No. 0891-2517781, E-Mail: divisionalmanager@yahoo.com, Dealing Officer: Dr. P Manmadha Rao, Divisional manager (Insurance Company).

i) Acceptance to Tender / Purchase Order 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.

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

12.4 In case of C&F shipments, the PURCHASER will bear the Marine Insurance premium for the ships not older than 15 (fifteen) years. If the age of the ship is more than 15 (fifteen) years the additional insurance premium payable on this account (overage premium) shall be to the SUPPLIER's account.

13.0 DETENTION OF CONTAINER AT DISPORT:

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

14.0 SPECIFICATIONS / SCOPE OF WORK: As per **ANNEXURE-II** of the Global Tender Document

15.0 PAYMENT TERMS: As per **Clause 5.0 of ANNEXURE-I** of the Global Tender Document.

16.0 QUANTITY:

16.1 INDIGENOUS I.E INDIAN OFFERS: The weight recorded at VSP shall be the basis for release of payment. The payment shall be restricted to the length recorded at VSP or LR or the invoice, whichever is lower. **In case the weight of the Graphite Electrode received at VSP exceeds the weight ordered, the payment will be restricted to the ordered quantity only.**

16.2 IMPORT: The weight of the Graphite Electrode mentioned against each Bill of Lading at load port, shall be compared with the weight recorded at VSP after clearance by the Customs at disport. The weight recorded at VSP shall be the basis for release of payment. The payment shall be restricted to

the length recorded at VSP or the B/L or the invoice whichever is lower. **In case the weight of the Graphite received at VSP exceeds the weight ordered, the payment will be restricted to the ordered quantity only.**

17.0 INSPECTION:

Indigenous Vendors:

Inspection of offered Material shall be carried out at Supplier's Premises prior to dispatch by the designated inspection agency as specified in the Acceptance to Tender by the Purchaser against the readiness of the Material.

The supplier shall submit Test Certificates and Internal Inspection Reports for all parameters stated in the specification along with the Inspection Call **at least 15(fifteen) days in advance of the scheduled delivery date**, to enable RINL / VSP to carry out the inspection at the Supplier premises.

Article - 8 .1 of General Conditons of Contract for Supply

Import (Overseas)Vendors:

The Sellers should get the material inspected by a mutually agreed 3rd party Inspection Agency listed below and shall provide certificate for all parameters stated in the specification from any of the agencies listed below at Seller's cost before dispatch/ shipment of material.

a. Llyods Inspection Agency
b. Inspectorate Griffith
c. SGS
d. Bureau Veritas

Inspection shall have to be done for both quality & quantity as mentioned in the Purchase Order. The inspection agency shall certify that the **parameters/ specification of inspected material are same as given in the Purchase Order**.

The inspection agency shall also certify that the inspected material has been loaded in containers and the containers have been sealed in their presence. The seal Numbers should be indicated in the Inspection Certificate. Under the normal circumstances Inspection Certificate from 3rd party shall be the basis for accepting the material at RINL / VSP stores and will also form the part of negotiable dispatch documents for payment.

18.0 PERFORMANCE GUARANTEE BOND:

18.1 The SUPPLIER should submit the Performance Guarantee (PBG) bond. The PBG is to be sent by Issuing bank directly 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/Purchase Order, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per pro-forma at **ANNEXURE-VIII** of Global Tender Document, for an amount

covering 5% (Fifty percent) of Basic/FOB Cost of the order covered by the LOI/Acceptance to Tender/Purchase Order. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BG along with the BG. The check list format is enclosed at **ANNEXURE-VIII(A)** of the Global Tender Document.

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

18.3 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 SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender/Purchase Order.

18.4 The SUPPLIER is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender/Purchase Order.

18.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 120 days from the date of receipt of the last consignment of the MATERIAL. The BG should be signed on all pages by the concerned Officer(s) of the Bank whose Name, Designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the SUPPLIER, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

18.6 Performance Guarantee Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department,and settlement of claims on account of demurrage/despatch relating to loadport and disport for all shipments (on account of overloading/demurrage, in case of road despatches) under the Acceptance to Tender/Purchase Order .

19.0 <u>LIQUIDATED DAMAGES</u>:

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

MATERIAL in arrears. However, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Clause 29.0 hereinafter**. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

20.0 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/Purchase Order or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender/Purchase Order 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 **Clause 29.0 herein below.**

21.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, 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 **Clause 20.0 herein above** may be either for whole or part of the Acceptance to Tender/Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender/Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender/Purchase Order by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender/Purchase Order to the extent it is not terminated under the provisions of this Clause.

22.0 RECOVERY OF SUMS DUE:

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

23.0 RESPONSIBILITY:

The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

24.0 **TRANSFER AND SUB-LETTING:**

24.1 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.

24.2 The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender/Purchase 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.

24.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.

25.0 CLEARANCES:

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

26.0 IMPORT LICENSE:

Import of the MATERIAL is presently under Open General License.

27.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

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

28.0 WAIVER:

Failure of the PURCHASER to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the PURCHASER may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or

remedy of the PURCHASER will be exclusive of any other right or remedy and the PURCHASER will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the SUPPLIER or receiving of or payment by the PURCHASER for the MATERIAL under this Contract, will not be deemed a waiver of any rights for any prior failure by the SUPPLIER to comply with any of the provisions of the Contract.

29.0 **FORCE MAJEURE:**

29.1 If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

29.2 Should there be any interruption in the delivery of the MATERIAL due to force majeure circumstances detailed above, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of off take of the MATERIAL by the PURCHASER /period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off take by the PURCHASER and / or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

30.0 ARBITRATION:

All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. **The venue of arbitration shall be Visakhapatnam, India**.

31.0 **LEGAL INTERPRETATIONS**:

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

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

32.0 LIABILITY OF GOVERNMENT OF INDIA:

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

****

ANNEXURE–VIII OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

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 Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

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

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

Bank Guarantee No Dt

LETTER OF GUARANTEE

1. WHEREAS M/s_____ hereinafter referred to as the SUPPLIER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER/ PURCHASE ORDER No._____ Dated_____(hereinafter called the said Acceptance to Tender / Purchase Order) for the supply of -------- Tons of "**Graphite Electrode for Ladle Furnace**" hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, _____ (name of bank & branch) at the request of the SUPPLIER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ (Rupees_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SUPPLIER of any of the terms and conditions of the said and/or in the performance of the said Acceptance to Tender/ Purchase Order by the SUPPLIER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Acceptance to Tender/ Purchase Order or in the performance thereof has been committed by the SUPPLIER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and

without protest or demur.

3. We, _____ (Name of 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 Acceptance to Tender/ Purchase Order and that it shall continue to be enforceable for (a) 50 months after the date of B/L (or) LR of the last consignment of the MATERIALS under the said Acceptance to Tender/ Purchase Order or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, _____ (name of bank & branch), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, _____ (Name of Bank & Branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, _____ (Name of Bank & Branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said Acceptance to Tender/ Purchase Order or to extend the time of performance of the said Acceptance to Tender/ Purchase Order by the SUPPLIER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Acceptance to Tender/ Purchase Order 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 SUPPLIER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, _____ ((Name of Bank & Branch) hereby further agree that the Guarantee herein contained is initially valid upto _____and that the same shall be extended further according to the provisions contained herein above.

7. We, _____ (Name of Bank & Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SUPPLIER 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).

FOR AND ON BEHALF OF
(Name of bank & branch)
Signature:
Name:
DULY CONSTITUTED ATTORNEY
& AUTHORISED SIGNATORY
Designation
(name of bank & branch)

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

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE–VIII (A) OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

CHECK LIST FOR BANK GUARANTEES

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

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

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

Signature and Seal of the Supplier
Date: ……

ANNEXURE–IX OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

INCOME TAX DECLARATION

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

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

Sub: Undertaking for foreign payments towards supply of ……(MATERIAL)
Ref: Acceptance to Tender (Contract) No. #.

***

Dear Sirs,

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

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

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

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

Yours faithfully,

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

To be Left blank by the Tenderer, and RINL / VSP will fill up the contract /AT number in case of an Order is placed on the Tenderer.

ANNEXURE–IX(A) OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

Form No. 10F

[See sub-rule (1) of rule 21AB]
Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

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

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

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

Signature : _____
Name : _____
Address : _____

Permanent Account Number: _____

ANNEXURE–IX(B) OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR. 20013410/89/0076 Dt. 16.01.2018)

VERIFICATION

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

Verified today the _____ day of _____.

Place: _____

Signature of the person providing the information

Notes :

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

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

.

VOLUME - II TO GLOBAL TENDER NO. PUR. 20013410/89/000076 Dt. 16.01.2018

(to be submitted in a separate sealed cover as per the Instructions to Tenderers)

Messers: _____

_____

_____

_____

GLOBAL TENDER NO PUR. 20013410/89/0076 Dt. 16.01.2018 FOR "SUPPLY OF GRAPHITE ELECTRODE FOR LADLE FURNACE"

PRICE SCHEDULE (IMPORTED SUPPLIES)

S.No	Price Details		USD (or) Euro in figures as well as in words
1	1.1	Price per Ton FOB Port of loading	
	1.2	Freight per Ton	
	1.3	CFR per Ton (1.1 + 1.2)	
2	Agent's Commission (if any) per Meter included in 1.1 above		

.....
Signature and Seal of the Tenderer

Note: a) Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation. Price Bid format may be followed strictly. In the Blank Price Bid, figures may be replaced with star marks (*****) and the same may be submitted along with Techno-Commercial Bid. Price Bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

b) In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

c) Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL/VSP shall be final in this regard

GLOBAL TENDER NO PUR. 20013410/89/0076 Dt. 16.01.2018FOR "SUPPLY OF GRAPHITE ELCTRODE FOR LADLE FURNACE"

PRICE SCHEDULE (INDIGENOUS SUPPLIES)

S.No.	Price Details	Indian Rupees in figures as well as in words) FOR VSP Stores basis
1	Basic Price (Rs./Meter)	
2	Freight (Rs./Meter)	
3	HSN Code for the Tendered Item	
3	% GST applicable on Basic Price & Freight for the Tendered Item	-------% Extra

.....
Signature and Seal of the Tenderer

Note: a) Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation. Price Bid format may be followed strictly. In the Blank Price Bid, figures may be replaced with star marks (*****) and the same may be submitted along with Techno-Commercial Bid. Price Bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

d) In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

e) Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL/VSP shall be final in this regard