

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

(To be filled by the tenderer)

The Earnest Money Deposit (EMD) is remitted in the form of DD/PO _____
dated _____ on _____.

(Signature of the Tenderer)

APPOINTMENT OF CONVERSION AGENT AT BSO/ VIZAG FOR PROCESSING OF SEMIS (BLOOMS / BILLETS) INTO STRUCTURALS *(To be specified in NIT)*.

This Tender document consists of:

- 1) Notice Inviting Tender
- 2) Instructions to Tenderers
- 3) Blank Format of Price Bid
- 4) Form of Agreement
- 5) No Claim Certificate
- 6) Terms and Conditions of Contract
- 7) Integrity Pact
- 8) BG format for SD
- 9) BG format for Financial arrangement
- 10) **Proforma for custody and indemnity bond**
- 11) **Roles and responsibilities of the third party inspection agency**

Head Office
Marketing Department
C-Block, 1st floor,
Main Administration Building
Visakhapatnam Steel Plant
Visakhapatnam - 530 031
Phone: 0891-2753916/2519270
Fax: 0891-2518316 /2518025

Regional Office

Regional Office: ANDHRA
Visakhapatnam Steel Plant

Address:

ROOM NO 49
D BLOCK , PROJECT OFFICE
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM
530031

Branch Office

Branch Sales Office: VIZAG.
Visakhapatnam Steel Plant

Address:

ROOM NO : 57
D BLOCK , PROJECT OFFICE
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM
530031

Annexure-1**NOTICE INVITING TENDER**

RASHTRIYA ISPAT NIGAM LIMITED
 VISAKHAPATNAM STEEL PLANT
 (A Govt. of India Enterprise)
 BSO VISAKHAPATNAM
 ROOM NO : 57, D BLOCK , PROJECT OFFICE
 VISAKHAPATNAM STEEL PLANT ,VISAKHAPATNAM-530031
 Visit us at www.vizagsteel.com

OPEN TENDER NOTICE NO.VSP/MKTG/RO/CONV.AGENT/03 OF 2021-22 DT
13.10.2021

Sealed tenders in the prescribed form are invited from experienced / established agencies for Appointment as Conversion Agent at BSO VISAKHAPATNAM for processing of Semis¹ (*Blooms of sizes 150x150mm/200X200mm*) into STRUCTURALS .

The details are given below:

Availability of tender document: The tender documents shall be available at Rs 500/- **[(+ 18% (applicable GST) GST]** at the RINL's BSO at above address and the same shall also be available on RINL's web site and the same can be down loaded from www.vizagsteel.com>tenders>mktg. The down loaded tender documents should be enclosed with the pay order/DD of value equivalent to cost of tender document. It may be noted that the detailed NIT can be viewed from the company website.

1. RINL 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. Any alteration or modification or imposition by the tenderer that are in deviation to the terms and conditions prescribed by RINL in tender papers shall be ignored.
2. Cost of Tender Document: Rs 500/- plus 18% GST.
3. Last date and time for submission of tenders and scheduled time of opening:
 - i) Tender documents duly filled in and signed by an authorized person can be submitted up to 03:00 PM on 27.10.2021 in the BSO of VISAKHAPATNAM at the above address. The following designated officers of BSO VISAKHAPATNAM may be contacted for acknowledgement of the offers.

Shri IVG RAMPRASAD.

Shri M PHANI KIRAN.

(An Authorization letter from the Company/firm authorizing the person to sign the tender form may be enclosed)

- ii) Tenders can also be submitted by Post/ Courier and should reach the above address by the stipulated date and time mentioned above. RINL will not be responsible for any postal/courier delay or non receipt of the same.
- iii) The tenders shall be opened immediately thereafter, in the presence of such tenderers who may wish to be present.

- iv) Tender is to be submitted in the manner as specified in the Instructions to the Tenderers (ITT).
- 4. Contract Period: 2 (Two) years with a provision for extension by another 1 (One) Year with mutual consent with same terms and conditions and rates.
- 5. Special conditions:
 - i) The tenderers should be re-rollers having Own Rolling Mill(s) (Leased units not eligible) of a minimum capacity of 9000 MT per annum with available facilities for processing of Semis into STRUCTURALS. RINL shall supply semis(*Blooms of sizes 150x150mm/200X200 mm*) for conversion. Indicative quantity for this tender is 9000 MTs/Annum for *STRUCTURALS* . However, the quantity indicated in NIT shall be based on the orders/expected orders and can vary to any extent. Also, the quantities eventually converted can further vary from those indicated in NIT. No claims whatsoever on this account will be entertained by RINL/VSP.
 - ii) The tenderers are required to have valid BIS License for respective products for which they are submitting their Tender.
 - iii) The tenderers are required to be registered with GST Authorities and to submit a copy of GST registration.
- 6. EMD: The tender document should be submitted with necessary EMD as detailed in the Instructions to Tenderers.
- 7. The tenderer should submit the documents as per details given in the tender document along with the tender.
- 8. It may be noted that by merely inviting the tenderer to submit the tender, there is absolutely no commitment, implied or otherwise, at this stage from RINL' side as to award of actual contract and no correspondence in this regard will be entertained by the RINL. RINL shall also not be liable in any manner whatsoever, for costs and expenses etc. incurred in responding to this invitation.
- 9. RINL reserves the right to accept or reject any one or all the tenders in part or in full or to accept more than one tender or to cancel the total tender process without assigning any reason thereof and without any liability to RINL.

SENIOR BRANCH MANAGER

RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT

INSTRUCTIONS TO TENDERERS (ITT)

Appointment of Conversion Agent at BSO VISAKHAPATNAM for processing of semis (Blooms 150X150/200X200).

- 1) The tenderer should duly sign on every page of the tender documents including the Notice Inviting Tender, Instructions to tenderers, Form of Agreement, Terms and Conditions of Contract along with the rubber seal of the Company/Firm, indicating the name and the status of the signatory.
- 2) RINL/VSP may supply Semis (*Blooms of size 150x150/200X200*). Indicative quantity for this tender is 9000 MT/Annum for STRUCTURALS . These are the indicative quantities and projected only to enable the tenderer to assess and in arriving at the value of the tender and the approximate facilities required to be provided by him. RINL will not be liable in any way if the actual quantities supplied, vary from the above. RINL also reserves the right not to supply any material in a particular month. As the conversion is on the basis of Market Demand / Orders / Availability, RINL reserves right not to convert. No claims whatsoever on this account will be entertained by RINL/VSP.
- 3) Tenders should be accompanied by Earnest Money deposit (EMD) of an amount of Rs. 1.5 lakhs (Rupees one lakh fifty thousand only) in the form of account payee Demand Draft / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Scheduled Bank (excluding Co-operative Banks) payable at VISAKHAPATNAM. Tenders without EMD shall be summarily rejected and PART B shall be returned unopened. The successful tenderer shall submit required security deposit for an amount as detailed in the terms & conditions of the contract by way of DD/Pay order/RTGS/NEFT/BG. In the case of the successful tenderer, the Earnest Money Deposit shall be retained by the company till Security Deposit as stipulated in the Contract is submitted. In case the tenderer fails to submit the SD within 30 days from the date of issue of LOA, EMD shall be forfeited. In case of the unsuccessful tenderer, EMD shall be refunded as early as possible. No interest shall be paid on the EMD.

Companies referred to NCLT/NCLAT shall submit SD amount by way of DD/Pay order/RTGS/NEFT only (ie BG will not be accepted from them). Pl refer Cl. No.12 below for further details.

- 4) Tenderers shall have minimum annual Turnover of Rs. 1.20 crores in any one of the immediate past three financial years .The figure indicated should be supported with necessary documents. (Audited Accounts/CA Certificate stating the turnover).
- 5) The successful tenderer shall be required to conclude a formal agreement with the company in the prescribed Format on a non-judicial stamp paper of Rs.100/- purchased in the respective location after the Company conveys acceptance of the tender.
- 6) The tender submission shall be as follows:

- a) PART A in a sealed 1st envelope which shall contain the following:
 - i) Covering letter
 - ii) EMD in the form of DD/PO.
 - iii) Tender document or downloaded from VSP's website containing all the pages shall be duly signed by the tenderer including the Terms and Conditions of Contract as a token of acceptance.
 - iv) Details of the tenderer's Rolling Mill including all facilities, testing facilities etc and its capacity.
 - v) Valid BIS license along with details of BIS license possessed.
 - vi) Details of Annual Turnover as mentioned at para-4 above. (Copies of audited accounts / CA certificate stating the turnover for the last three years.)
 - vii) Duly signed undertaking on Process Controls as per format under Annexure E1 / E2 enclosed to the ITT.
 - viii) **DD/pay order for Rs.590/- (Rs.500 + 18% GST) drawn in favour of Rashtriya Ispat Nigam Ltd., Payable at VISAKHAPATNAM (place of submission of tender document) in case tender document is down loaded from web site.**
 - ix) **A self declaration stating that, their company is not referred to NCLT/NCLAT or otherwise.**
 - x) **An authorization letter as per Cl.3(i) of NIT.**
 - xi) **Any other document mentioned elsewhere in the tender, if any.**
- b) PART B in a sealed 2nd envelope which shall contain the following:
 - (i) Price Bid indicating the Conversion charges per tonne strictly as per the format enclosed. No modifications to the price-bid format are allowed. The envelope containing the above PART-A & PART-B shall be kept in a 3rd envelope super scribed with "Tender for appointment of Conversion Agent at BSO VISAKHAPATNAM". Tender reference No. and Tender Submission Date shall also be mentioned on the envelope.
- c) The tenderer should not alter the Terms and Conditions of Contract and other documents forming part of the Tender Document issued by RINL/VSP or downloaded from the website of RINL/VSP.
- d) Conditional Offers shall not be entertained.

- 7) RINL/VSP reserves the right to accept/reject any or all tenders either in part or in full or to accept more than one tender or to cancel the tender process without assigning any reason thereof and without any liability to RASHTRIYA ISPAT NIGAM LIMITED.
- 8) Tenders should be kept valid for 120 days from the date fixed for opening of the tender.
- 9) Evaluation of the Tender/L-1 rates:
 - I. Initially PART-A contained in 1st Envelope will be opened. Subsequently after technical evaluation of PART A, PART-B contained in 2nd envelop of those tenderers who are qualified in PART-A requirements shall be opened on a subsequent date under information to all such tenderers. RINL's decision in this aspect is final.
 - II. The tenderer shall quote their rate (in words and figures) for conversion charges per tone inclusive of transportation of semis from the nearest stock yard and loading of finished products on to Customer/RINL vehicles (in words and figures). In case of any discrepancy between rate quoted in figures and words, the rate quoted in words shall prevail.
 - III. The price bid evaluation will be on the basis of total value of conversion cost of all items given in NIT.
 - IV. Only those offers which quote for all items in the NIT will be considered. Offers quoting rates for select items (and not all items) will not be accepted and EMD will be forfeited in such cases.
 - V. In case the NIT mentions only the total indicative quantity (say 750 MT /month for STRUCTURALS) and does not give size-wise breakup, in such case, each item(size) will be considered in equal proportion for evaluation purposes.
 - VI. The tenderer shall quote the charges inclusive of all taxes and duties, if any, other than GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice. The rates quoted above would be inclusive of transportation from RINL's yard to CAs premises and loading of finished products on to customer / RINL's vehicles as the case may be but exclusive of GST. Refer clause no. 10.0 of Terms and Conditions of the Contract.
 - VII. In case of any discrepancy in the Unit rate and total value quoted by the tenderer, the Unit rate quoted shall be final and total value shall be worked out based on the Unit rate quoted against the respective indicative quantities. In case of any discrepancy in the unit rates quoted in figures and words, the rates quoted in words shall be final.
 - VIII. Evaluation of tender shall be on the basis of charges quoted excluding GST.

- IX. **RINL/VSP conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). In such case, all the technically qualified tenderers may participate in the reverse e-auction. Details of online bidding procedure and User manual etc shall be communicated to all the techno commercially qualified tenderers at an appropriate time.**
- X. **During the reverse e-auction process, the tenderers shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company. It may be noted that there will be no start bid price.**
- XI. **After the reverse e-auction is conducted, the PART-B containing manual price bid in 2nd envelop of all the technically qualified tenderers, irrespective of whether they have participated in the Reverse E auction or not, shall be opened within a reasonable period under intimation to all such tenderers.**
- XII. **A composite comparative statement shall be made considering Reverse e-auction data and manual Price bid data of all the technically qualified tenderers {excluding for the items where the rates fixed by the Company at tendering Stage mentioned in Price Bid format, if any}, based on which the final L-1 contract value will be arrived.**
- XIII. **Finalization of BOQ item rates shall be as follows:**
 - a) **In case the L-1 contract value is lower in Reverse E auction, then the corresponding individual BOQ item rates quoted in Manual Price Bid Format {excluding for the items where the rates fixed by the Company at tendering Stage mentioned in Price Bid format, if any} would be proportionately reduced to equal to the quoted value in the reverse e-auction bid and considered for award of contract, along with the items where the rates are pre-fixed by the company at tendering stage. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.**
 - b) **In case the L-1 contract value is lower in manual Price Bid, the individual BOQ item rates quoted in manual price Bid and the items where the rates pre-fixed by the Company at Tendering Stage shall be considered for award of contract to the tenderer**
- XIV. **However, in case reverse e-auction is not conducted, RINL will open the manual Price Bids submitted by the tenderer and processes the tender as per the prevailing tendering procedures of RINL.**
- XV. **Tenderers may note that in case of reverse e auction the quoted contract value shall be kept valid for a period of 3 months from the date of reverse E auction.**
- XVI. **The base date shall be the last date for submission of manual price bid/Revised price bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer unless otherwise agreed).**

- 10) Tenderers shall comply with all statutory provisions as required by the state and central Govt's w.r.t taxes, duties, labour, safety and other relevant aspects. RINL/VSP shall not take any responsibility for any default by the tenderer regarding these aspects. The tenderers shall indemnify and keep indemnified RINL regarding this.
- 11) In case the Tender is floated for appointment of _____ numbers of Conversion agent, the award of work will be done subject to matching of L1/approved conversion rate by L2/L3/L4 etc. conversion agents in that order. In case, L2/L3/L4 does not agree to match L-1/ approved rates, the whole work may be offered / awarded to the L-1. Details of the ratio for the distribution work among the conversion agent shall be as follows:

S. no	No. of Conversion Agents	% of Qty. distribution
1	1	100
2	2	67:33
3	3	50:25:25
4	4	40:20:20:20

- 12) **Companies referred to NCLT/ NCLAT can also participate in the tender provided they are willing to make all deposits (SD/Financial coverage) through DD/Pay order/RTGS/NEFT only. At the time of submission of tender, the tenderer has to give a declaration whether it has been referred to NCLT/NCLAT or not.**
- 13) **CA shall have to inform RINL immediately in case they are referred to NCLT/NCLAT during pendency of the contract. In case of occurrence of such an event, the CA shall immediately submit equal amounts through DD/Pay order/RTGS/NEFT in lieu of the Bank Guarantees submitted by them. In case, Conversion Agent fails to provide the above said cash deposits, then BGs lying with RINL for financial coverage (if already provided by Conversion Agent) and Security will be encashed and the amount will be kept as respective deposits. All these cash deposits do not carry any interest.**

INTEGRITY PACT FORMAT

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

And

..... hereinafter
referred to as “**Conversion Agent/Bidder**”

Preamble

The Principal intends to award, under laid down organizational procedures, a Conversion contract for converting of Semis into finished products such as TMT Rebars and/or structural and/or Rounds and/or any other Products(*To be specified in NIT*) at BSO VISAKHAPATNAM of RINL against NIT Ref No

VSP/MKTG/RO/CONV.AGENT/03 OF 2021-22 DT 13.10.2021

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Conversion Agent.

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

Section 1 – Commitments of the Principal:

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

- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

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

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

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

- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from

the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

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

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

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

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional

access to his tender/contract documentation. The same is applicable to Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word '**Monitor**' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2

(Name & Address)

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted
- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in RINL.

1. Sri P.K. Vijay kumar (email id: vkmenon78@gmail.com)
2. Sri VV Sastry (sastryvvr@gmail.com)

(For details please see our website www.vizagsteel.com)

Annexure-4

Price Bid Format

Conversion of the semis (Blooms of sizes 150x150mm/200X200 mm) into STRUCTURALS				
(1)		(2)	(3)	(4)
Description of the item* <i>{Converted products to be decided by the branch floating NIT and only those products to be indicted here}</i>		Indicative Quantity per annum (MT)	Rate quoted for conversion charges per MT of converted product inclusive of transportation of semis from RINL's stockyard / plant (in case of Visakhapatnam) to the Conv. Agent premises and loading of finished products on to customer / RINL vehicles, as the case may be (in Rs/MT)	Value of Conversion Cost (Rs.) = Indicative Qty at Column (2) Rate Quoted Column (3)
ANGLES	130x130x10/12/16/20 MM 150X150X10/12/16/20 MM	9000	Rs. (In Words Rs.)	
CHANNELS	125x65; 150x75; 200x75 250X82; 300X90			
BEAMS	150x75; 200x100; 250X125; 300X140; 350X140			
(To float separate NIT(s) for products other than TMT bars)				
Total value of conversion cost (Rs.)		In Figures (Rs.)		
		In Words (Rs.)		
<p>1. Specific Length Charges for all items (ref. cl. no. 7.0 of Terms & Condition): Rs.500/MT@</p> <p>2. Transportation charges for shifting the material from CA premises to the Home Branch Stockyard of RINL: Rs.____/MT@</p> <p>@(To be frozen by the Branch); Applicable GST will be paid extra;</p> <p>Note:</p> <ul style="list-style-type: none"> ➤ The price bid evaluation will be on the basis of total value of conversion cost of all items given in NIT. ➤ Only those offers which quote for all items in the NIT will be considered. Offers quoting rates for select items (and not all items) will not be accepted and EMD will be forfeited in such cases. ➤ In case the NIT mentions only the total indicative quantity (say 5000 MT/month for TMT Rebars) and does not give size-wise breakup, in such case, each item (size) will be considered in equal proportion for evaluation purposes. ➤ The tenderer shall quote the charges inclusive of all taxes and duties, if any, other than GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice. The rates quoted above would be inclusive of transportation from RINL's yard to CAs premises and loading of finished products on to customer / RINL's vehicles as the case may be but exclusive of GST. Refer clause no. 10.0 of Terms and Conditions of the Contract. ➤ In case of any discrepancy in the Unit rate and total value quoted by the tenderer, the Unit rate quoted shall be final and total value shall be worked out based on the Unit rate quoted against the respective indicative quantities. In case of any discrepancy in the unit rates quoted in figures and words, the rates quoted in words shall be final. 				

Annexure-5

**RASHTRIYA ISPATH NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT**

TERMS & CONDITIONS OF THE CONTRACT FOR CONVERSION OF SEMIS (Blooms of size 150x150mm/200X200 MM INTO STRUCTURALS AT LOCATION BSO VISAKHAPATNAM.

1.0 DEFINITIONS:

The following words and expressions used in this Contract shall have the meaning assigned to them except where the context otherwise requires.

The '**Company**' shall mean Rashtriya Ispat Nigam Limited (RINL) with its Registered Office at Administrative Building, Visakhapatnam 530 031. And also having one of its Branch Sales Office at VISAKHAPATNAM

'**Regional Manager**' shall mean the Head of the Region or any other Officer of the Company for the time being, in-charge of the Region.

'**Sr Branch Manager**' shall mean the Branch Manager of the Concerned Branch under whose jurisdiction the premise of the Conversion Agent is situated or any other Officer of the Company for the time being in charge of the Branch.

'**Tenderer**' shall mean the person, firm/ company or corporation/Rolling Mills submitting a tender against the Invitation to Tender and shall include his / its successors and assigns approved by the 'Company'.

'**Conversion Agent (CA)**' shall mean the tenderer whose tender has been accepted by the "Company" and shall include CA's successors and assigns approved by the Company.

'**Contract/Conversion Contract**' shall mean and include the Agreement between the Company and the CA duly signed by the parties thereto for the execution of the work together with all documents annexed / attached therewith or referred to therein.

'**Public Railway Siding**' shall mean the Railway Goods shed where Railway wagons are placed for unloading and / or booking of goods including Iron & Steel materials (This goods shed may not be a public booking point in the strict literal sense).

'**Private Siding**' shall mean the Railway siding as defined in the siding agreement with the railways inside the CA's Yard and where railway wagons are placed for unloading and / or booking of Iron & Steel materials.

'**Company's Materials/Raw Materials/Materials**' shall mean Iron and steel materials dispatched from the Company's Plant at Visakhapatnam/materials from Company's stockyards/other locations or other Iron and Steel materials received from time to time by CA on Company's account.

'**Excepted Matters**' mean those matters in respect of which decision of the Company shall be final and binding upon the successful tenderer/CA.

"**Engineer In charge**" shall mean the Senior Branch Manager/Branch Manager In charge of the respective Branch Sales office as communicated by the Company from time to time. He will be coordinating the operations under the contract including due certifications wherever required.

1.0 PRODUCTS TO BE CONVERTED AND FINISHED PRODUCTS

2.1 RAW MATERIALS (SEMIS)

CONVERSION OF SEMIS:

Semis (Blooms of sizes 150x150mm/200X200 MM)

INTO

STRUCTURALS

2.2 Only those Re-rollers having Own Rolling Mill(s) (Leased units not eligible), who are having valid BIS License for respective products for which they are submitting their Tender, shall only be considered for appointment as conversion agents. Re-Roller should be registered with GST Authorities and should fulfill the related statutory requirements.

3.0 PERIOD: The Contract is for a period of 2 (Two) years from the date of Letter of Acceptance (LOA). However, it can be extended for another 1(ONE) Year with mutual consent on same terms and conditions and rates of the contract.

4.0 TEST CERTIFICATE: While issuing raw materials, Test Certificate will be issued to the CA and basing on the chemistry of the material, the CA has to issue Test Certificate in respect of finished products including mechanical properties as per proforma given by the Company. However, the Company shall have the right to re-test the material in case of any requirement and the CA has to abide by the decision of the Company.

5.0 (i) On appointment, CA shall apply to the BIS to obtain permission for allowing issuance of Test Certificate in the name of the Company. For this purpose, a copy of the agreement between the Company and CA shall be provided by the CA to the BIS unit which grants licenses to the re-rollers.

ii) Test Certificate shall incorporate the following in addition to the regular information:

- a) Name, address of the re-rollers, ISI mark and their BIS license number.
- b) RINL logo and the brand name* " _____ " for
STRUCTURALS
- c) The draft format of TC to be provided may be got approved from BIS, as per Jurisdiction of the marks area of BIS.

**(Brand name shall be indicated later after due approval of Competent Authority.)*

iii) Holding of a valid BIS License for respective products for which they are submitting their Tender is a requirement of the contract. Therefore, if the BIS License has been suspended by the concerned authorities, the same shall be intimated by the CA to Sr BM. Then the Company shall suspend supply of input materials (viz. Semis) and the rolling operation is also to be suspended until the

license is reinstated. In case there is a delay of more than 30 days in revoking of the suspension, action may be taken for removal/disposal of the inventory of semis and finished products by the Company from the premises of the CA at the cost of CA.

The CA would also be liable for any losses on account of non-certified (BIS) finished materials, if any and will indemnify and keep indemnified the Company regarding this. After due review by and written clearance from the Company, the activities can be resumed by the CA.

- 6.0 **SECURITY DEPOSIT (SD) (towards performance of contract):** The CA shall have to submit security deposit in the form of Bank Guarantee OR A/c Payee DD / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam on any Scheduled Bank (excluding Co-operative Banks) payable at VISAKHAPATNAM or by way of RTGS/NEFT for an amount of Rs. TEN lakhs.
- 6.1 CA shall be required to furnish SD for the aforesaid amount by way of Bank Guarantee in the format enclosed at Annexure-A issued by a scheduled Bank for performance of his obligations under this contract within 30 (thirty) days from the date of issue of LOA. BG shall remain valid for a period of three years and subsequently shall be extended for 6 months if the contract is extended. CA may furnish one or more BGs. The SD shall not carry any interest.
- 6.2 **Companies referred to NCLT/NCLAT shall have to submit SD by way of DD/Pay order/RTGS/NEFT only. (They are not allowed to submit BG)**
- 7.0 **SPECIFIC LENGTHS:** In case of requirement of specific lengths of the finished products, the CA has to arrange for the same as per instructions of the Company. Specific length charges as specified in the NIT shall be payable to the CA for the actual quantity delivered over & above conversion charges.

TRANSPORTATION CHARGES FOR SHIFTING TO STOCKYARD: In case of requirement of transportation of finished product to RINL Home Branch Stockyard, the CA shall arrange for the same as per instructions of the Company. Transportation charges as specified in NIT shall be payable to the CA for actual quantity shifted over & above conversion charges. Unloading will be done by RINL.

8.0 **CONVERSION CHARGES:**

The conversion charges will be deemed to include:

- I. Cost of transportation of semis from Company's stock yard/ premises and unloading at CAs premises.
- II. Conversion cost for finished products
- III. Storage / stacking charges
- IV. Bending , Bundling & Metal Tagging
- V. Weighing charges
- VI. Testing & Inspection charges
- VII. Handling expenses for loading onto customers/RINL vehicles
- VIII. Expenditure towards stock verification
- IX. Taxes and duties, if any, other than GST (as detailed in Clause no.10)
- X. Profit Margin of CA.

8.1 **REVISION OF RATES:**

- (a) The Conversion charges finalised in the tender shall be kept firm for one year w.e.f. the date of commencement of work mentioned in the work order. At the end of one year and every year thereafter, the conversion charges will be revised based on the following weightage and neutralization for each of the components.

Components	Weight	Basis
Labour	10%	Min. of statutory wages as per notification of Labour Dept of the concerned State Govt. for unskilled Labour
Fuel (Furnace oil)	20%	IOC nearest retail outlet
Electricity	25%	Unit electricity as per the Electricity Provider Company/SEB in the concerned locality/specific to the industry/segment.
Overhead	30%	RBI Average Index Number(s) of Whole Sale Prices in India – by Groups and Sub Groups of Machinery and Machine Tools, and Transport Equipments and parts, on simple average basis.
Profit	15%	

- (b) The base indices for the above elements will be considered as on date which is 60 days prior to the **Base date [as defined at cl.no.IIT.9.(XVI)]**. The revision of rates will be permitted annually and will apply from the second year of operation. The revision will be calculated on the index which will be 60 days prior to the beginning of the second year of operation except for fuel which shall be fifteen days prior. It will apply similarly to the subsequent years, for the entire contract period.
- 9.0 The CA shall be paid conversion charges per tonne of Converted Products on monthly basis. CA shall be allowed a burning/metal loss of 5% in case of cast input material (Blooms-all sizes) on the weight of input material issued for Conversion into finished products.
- 9.1 CA will be compensated for burning/metal loss to the extent of 5% of the quantity for cast Blooms supplied for conversion into finished products and for every tonne of cast Bloom supplied, CA shall return 0.95 tonnes (Yield) of the finished products.
- 9.2 No shortage allowance/any other allowance excepting the burning/metal loss and escalation on Conversion Charges will be given to the CA.
The scrap, cobbles, **misrolls** and arising shall be retained by the Conversion Agent and can be disposed by them. The proceeds of the same shall be on their account. Such scrap generated, cobbles, **misrolls** and arising will be considered to be a part of the metal loss.
- 9.3 In case CA fails to supply 95% of the input as finished products as specified at clause 9.1 above, then RINL shall recover 110% value of such shortage of finished products at the prevailing selling price of RINL at the rate of the items having the highest selling price in the contract. The prevailing selling price is SO stage price (plus GST) applicable to Retailers of RINL (at BSO VISAKHAPATNAM) in case of both RINL range of Products and other than RINL range of Products.

9.4 The length of the converted finished products shall be as follows irrespective of the length of semis supplied:

In respect of structurals , 100% of the converted finished product shall be in 10-12 Mtr. length.

9.5 The total calculations are on monthly basis and recoveries for shortages if any shall be effected from the monthly bills of the CA. Final accounting of the material shall be done on Stock Verification to Stock Verification basis and adjustments required if any shall be effected in the subsequent bill. Decision of the Company shall be final and binding in this regard.

10.0 TAXES AND DUTIES:

- a) The CA shall, in accordance with prevailing procedure prescribed by GST Authorities, comply with all necessary formalities and also shall undertake the documentation as stipulated by the concerned GST Authority.
- b) RINL (concerned BSO) shall intimate to the respective jurisdictional GST authorities for sending input material without payment of tax, and obtain acknowledgement. CA, before lifting the input material, shall obtain details of acknowledgement given by the jurisdictional authority from RINL (concerned BSO).
- c) After the job work is over, the converted/finished products can be brought back to the plant/issuing branch or supplied to another branch of RINL or sold to customers. In all the above cases, CA shall ensure issuance of delivery Challan in the prescribed format. In case of sales to customers or supply to any branch in any other state, RINL shall raise tax invoice with payment of applicable GST as per the prescribed procedure. Similarly, the inputs can be brought back to the plant/issuing branch within one year under the cover of Delivery challan. If the input materials are supplied to any customer/any other branch, tax invoice shall be issued by RINL with payment of applicable GST.
- d) The job work/conversion charges are paid towards conversion of semis into finished products. In line with the present rules, the applicable GST will be paid extra on submission of tax invoice.
- e) The CA shall bear all applicable taxes and duties, levies and all other liabilities which are applicable to the CA in connection with discharge of his obligations under this contract, excluding GST. RINL/VSP shall pay GST (and applicable cess) claimed by the CA in the bills /Tax invoices raised and as certified by the RINL/VSP. The bills/Tax invoices raised by CA shall mention their GSTN registration number and shall be in the format specified/ prescribed under GST laws. The Bills/Tax Invoices shall be serially numbered and contain the following details:
 - (i) The name, address and Registration number under GST;
 - (ii) The name, address and the person receiving taxable service (RINL) along with RINL GSTN;
 - (iii) Applicable taxes with nomenclature (like IGST, SGST, CGST & UGST) separately, HSN/SSAC Code.

- (iv) A declaration to the effect that all invoice particulars shall be uploaded in the GSTN network/portal & all tax liability as per GST rules and regulation shall be discharged, shall be mentioned in the tax invoice.

In case of discrepancy in the data uploaded by CA in the GSTN portal, RINL will not be able to avail the tax credit and will notify the CA of the same. CA shall rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) failing which the amount will be recovered from pending bills or any other dues including SD.

- f) All other relevant and applicable taxes and duties, if any, excluding GST are to be borne by the CA and the Company will have no liability regarding this. However, any new taxes and duties after the date of tender opening /date of negotiation (as the case may be) shall be reimbursed to the CA by RINL/VSP on production of appropriate documentary evidence indicating payment. Further any increase/reduction in the taxes and duties after the date of tender opening /date of registration (as the case may be) shall be reimbursed to CA/ passed onto the RINL/VSP, if applicable, on production of appropriate documentary evidence indicating payment.
- g) Any new change/legislation which enables RINL to obtain credit of any of the taxes and duties etc, during the operation of the contract shall be enabled by the CA by providing required documents and complying with such legislation.

11.0 QUALITY COMPLAINTS: The CA shall be responsible for all quality complaints of the converted products and have to bear all the losses, if any, suffered by the Company in this regard. The CA will indemnify and keep indemnified the Company regarding this. No conversion charges shall be payable for such returned quantity, returned due to quality complaints.

- 11.1 a) CA shall be responsible for all the losses/damages and deterioration caused to materials while these are in the custody of CA. The materials shall be deemed to be in the custody of the CA as soon as the Stock Transfer Challans are handed over to CA. Such loss/damage/deterioration and/or pilferage in the CA's premises/custody will be compensated in full by the CA. Assessment of loss made by the Company on damage/deterioration to the materials in the custody of the CA shall be final and binding on the CA. The STC weight is final for the receipts of semis to CA.
- b) The CA shall be informed about the quality complaints in writing or over phone (later on to be confirmed in writing) by the Company. Any quality complaint received from the customers for converted products supplied by CA shall be inspected by the Company and the Company's decision on the matter will be final and binding on the CA.
- c) Converted products returned under quality complaint shall be disposed off by the Company in accordance with the Steel and Steel Products (Quality Control) Order, 2008 (as amended upto date) and CA will be responsible for compensating to the Company the loss in realization on account of such disposals.
- d) In case of any rejection of finished products by RINL's authorized employee or after 3rd party inspection, such materials will be taken back by the Company for disposal. The loss in realization and transportation cost, handling charges at RINL stockyard, local taxes, if any, incurred for taking back such materials shall have to be borne by the CA.
- e) CA will have to settle the loss on account of quality complaints /materials rejected by RINL/ 3rd party inspection agency within seven days of the intimation by the Company of such loss. In case of failure, the same shall be recovered from the

pending /forthcoming bills of the CA. The Company shall also have the right to recover any amount due from the CA under any of the above heads from the BG submitted by the CA.

12.0 EMBOSSING:

- a) All converted products produced from RINL semis by CA will be 100% embossed as per RINL specification or as decided by RINL officials from time to time.
- b) The CA shall have to undertake 100% embossing of the converted materials as per design and direction given by RINL.
- c) To have embossing of TMT for branding purposes the rolls will have to be cut as per RINL design by machines like SPARKONIX by the CA.
- d) The RINLs embossing should not be used for any other products produced by CA. If any such case is noticed CA shall be held responsible for all the losses due to such duplication and same shall be recovered from CA. The CA will indemnify and keep indemnified RINL against any losses/ damages/ claims regarding this.
- e) After completion of the contract period / termination/short closing the emboss on existing rolls with CA should be removed in presence of RINL officials.
- f) In the event of misuse of RINL's embossing for any other product either during the period of contract or even at a later date is found, RINL reserves the right to debar the CA for a period of Five Years for participation of any conversion tenders apart from initiation of criminal proceedings against CA.
- g) **CA shall ensure exclusive rolls are used for RINL products.**
- h) **CA shall ensure that semis meant for RINL's rolling are exclusively fed into the furnace while undertaking RINL campaign; ie RINL's & CA's semis are not simultaneously fed into the furnace during RINL campaign.**

13.0 TRANSPORTATION:

- 13.1 Transportation of the materials from the nearest stockyard (from the plant in case of Visakhapatnam) is to be arranged by the CA and at the time of submission of the tender, the CA has to quote a rate for conversion charges including transportation charges. The CA has to refer the Price Bid format and quote the rates accordingly.
- 13.2 Loading of input material (semis) into Conversion Agent's vehicles at the Company's Stock yard/ Plant shall be done free of cost by the Company. CA shall have to make their own arrangements for unloading the material at its premises. CA shall also make their own arrangements for loading of finished products on to Customer/VSP vehicles.
- 13.3 The weight at Company's weighbridge shall be final & no allowance shall be allowed on transit or weighbridge tolerance and no dispute in this regard shall be entertained.
- 14.0 Bank Guarantee for financial coverage (towards value of the raw materials): Besides the performance Security Deposit, the successful tenderer shall submit one or more BG (as per the format provided at Annexure-A1) before commencement of operations. **To start with a minimum of Rs.2.00 Cr. For STRUCTURALS shall be submitted by CA.** Conversion Agent shall submit additional BG to cover additional material for conversion when ever required or any shortfall in the SD amount in case of any recovery.

This is required for covering the value of raw materials to be supplied by RINL for conversion@130% of BLP of input material value of concerned Branch. At any point of time the prevailing value of the material at the time of issue held by the CA (@130% of BLP of input material value of concerned Branch) should not exceed the amount of BG submitted by CA.

Financial arrangement to cover the material value as mentioned above is also permitted by way of DD/Cheque (subject to realization) /Pay order / RTGS / NEFT.

Apart from the above the CA shall also furnish Custody Bond as per the format given at Annexure-F

Companies referred to NCLT/NCLAT shall submit financial coverage amount by way of DD/Pay order/RTGS/NEFT only. In case CA who is referred to NCLT/NCLAT during the course of the contract shall immediately replace the BG with DD/Pay order/RTGS/NEFT; otherwise BGs will be encashed.

14.1 Recovery of amount in case of non performance/ non- compliance of contractual Obligations

- a) If the Company suffers any losses or damages due to any negligence and / or non-performance of any of the obligations under the contract by the CA, the Company may without notice and without prejudice to any other right, recover the amount(s) and appropriate the same from the Security Deposit BG and/ or the Financial Arrangement BG towards the settlement of all loss or damage.
- b) However, the Company reserves the right to recover such losses and/ or damages by enforcing the Bank Guarantee and/ or by deduction from any of the CA's Bills pending for payment with the company regarding this or any other contract without prejudice to any other legal remedies / recourse available to the Company to proceed against the CA for recovering such losses / damages.
- c) The decision of the Company as to the amount of loss(es) / damage(s) suffered by the company shall be final and binding upon the CA.
- d) In the event of BGs being inadequate or fully encashed, the balance of the total sum recoverable shall be deducted from any sum due to the CA under this or any other contract with the Company. Should such sum also be not sufficient to cover the full amount recoverable, the CA, on demand, shall pay to the Company the balance due.
- e) Wherever the BGs fall short of the amount specified in clauses above by the virtue of any recoveries made by the Company, the CA shall enhance the value of BGs within 15 days so that the total amount of security shall not at any time be less than the specified amount.
- f) The Security Deposit will be released to the CA on termination/expiry of the contract on his production of:-

No pending demands from statutory authorities like Income-tax etc. No claim certificate in favour of the Company.

15.0 CONVERSION CYCLE :

- 15.1 The conversion cycle (issue of raw materials to removal of finished products from the CA premises) should be completed generally within 30 days.

- 15.2 (a) If the material is not converted as required by the Company within 30 days, CA has to pay liquidated damages of Rs.100/- per tonne per day of input material (Semis) after the 30th day from the date of issue of the raw material.

(b) However, the same shall not be applicable for next 15 days in case the residual stock of input material with CA 20 MT.

16.0 MATERIAL RETENTION:

- 16.1 CA is responsible for retention of the raw material and also finished products while in transit and in their premises. Any damage or loss of material shall be the responsibility of CA. The Company will have the right to recover the losses due to damage or lost material from CA in all means. The decision of the Company will be final and binding on the CA. For any loss/damage/shortage of material, **the amounts as defined in cl.no.9.3 above** shall be recovered from CA..

- 16.2 After carrying out conversion in the mill of CA, the finished products may be directly delivered to the customers or transferred to the stock yard of the nearest branch or other branches of the Company on stock transfer basis for sale to customers against the orders or normal sales as per the instructions of the Company. Until the delivery; the responsibility of the custody of material will be with CA.

- 16.3 Normally, the CA shall supply converted products to the customers of the Company against valid Sale Order (SO) from CA's premises. However, if a customer prefers to take door delivery at their premises, then Branch Sales Office of the Company shall provide door delivery for all converted products from the CA's premises through the transporter appointed by the Company for the purpose. Weight is to be recorded at CA's weighbridge. Transport contractor shall be held responsible for any shortage with reference to CA weighment.

Converted product may also be brought to the Stockyard of the Company by authorized transporter of the Company for onward delivery to the customer.

In case of stock transfer of converted products from CA's premises to any of the Company's stockyards the weight will be recorded at CA weighbridge and Transport contractor shall be held responsible for any shortages with reference to CA weighment.

The Company reserves the right to go for re-weighment of the converted products and in case of re-weighment, the weight determined by the the Company will be final and binding. In case of any discrepancy, the CA will be liable.

- 16.4 The CA shall have a weigh-bridge at their premises, preferably an electronic weighbridge with printout facility of 60 Mts capacity or more, with a 60 ft platform along with a calibration certificate issued by weights & Measures Dept. The CA shall have an AMC to ensure that the weigh-bridge at their premises is kept in order.

- 17.0 **MONITORING:** The Company shall closely supervise the operations of the CA with regard to receipt of materials, conversion, sales/delivery, stock, regulation of Bank Guarantee etc on continuous basis.

- 17.1 The Company may at its sole discretion post its employee(s) or appoint a 3rd party inspection agency in the premises of CA to oversee the conversion activities and it will be the responsibility of the CA to provide all the necessary help, support and infrastructural and co-ordination facilities regarding the same. However, this will not dilute the responsibility of the CA to ensure proper utilization of input material (semis) supplied by RINL for conversion, process, inspection including sample testing, and quality control of converted materials. Visits, inspections etc. by the Company's

technical staff/ employees/representatives / 3rd Party Inspection Agency shall also be undertaken, as per requirement. CA shall provide all the required help, assistance etc. during the visit, inspection etc. of the Company's technical staff / employees/representatives. Third party inspection agency would also inspect the process activities, as and when required by RINL. The charges for 3rd Party inspection agency shall be borne by RINL. The conversion details on weekly basis shall be submitted by CA to the Company.

17.2 The roles and responsibilities of the 3rd Party Inspection Agency (TPIA) is given at Annexure-6. CA shall have to extend necessary co-operation and facilities to the TPIA to discharge their responsibilities as aforesaid.

18.0 CA shall have to submit weekly reports regarding receipts / conversion / delivery and stock item wise to the controlling branch of the Company. In addition to this, in case any information is required by the Company at any time, CA shall have to provide the same.

18.1 Reports & Returns:

- a) The CA shall keep proper daily account of the converted or finished products viz. quality, size, quantity, length of semis rolled, actual size, quality, quantity of converted /finished products, actual yield test results, inspection notes etc. and arrange for delivery of material against original delivery orders issued to company's customers or their representatives against proper letter of authorization, the copy of which are to be properly retained.
- b) The CA shall keep Sales order register indicating therein company's Sales order(s) number and date, names and addresses of company's customers, size, quality and quantity of materials indicated on the Sales orders, as also the size, quality and quantity of the materials actually delivered to company's allottee(s) against specific challan number and date.

Also, the details of the Challans shall be entered on the reverse side of the Sales order immediately on each delivery.

- c) Against the delivery Challan issued by CA for every delivery to the customers or to a branch in any other state, RINL shall raise four copies of Tax invoices meant for following purposes. The Tax Invoice shall also be generated in four copies on the stationery of RINL through the ERP connectivity provided to CA by RINL. For this purpose the CA shall be required to own suitable computers and also make arrangement for Internet Connectivity for availing connectivity to RINL's ERP System.
 - The original being marked as ORIGINAL FOR RECIPIENT shall be handed over to the customer.
 - The duplicate copy being marked as DUPLICATE FOR TRANSPORTER shall be handed over to the transporter of finished goods
 - The triplicate copy being marked as TRIPLICATE FOR SUPPLIER shall be retained by the supplier i.e., RINL/concerned branch.
 - The fourth copy being marked as 'EXTRA COPY' may be retained by the CA.
- d) The Every invoice shall invariably bear signature of RINL's representative and also the signature of the authorized representative of company's Customer.

- e) The CA shall, on completion of delivery against each Sales order, return executed Sales order(s) along with a copy of the related invoice to the concerned branch.
- f) CA 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 CA, 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 CA 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 CA 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 conversion agent in pursuance of any demand on account of suppression, fraud or willful misstatement of facts; the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

19.0 PAYMENTS:

19.1 For payment of bills for conversion charges the CA shall submit:

- a) Bills/Tax invoices of conversion charges based on quantity mentioned in the Delivery Challans
- b) Copies of Delivery Challans.
- c) Test certificates.

19.2 CA shall submit bills on fortnightly basis with all relevant documents and payment shall be made by the Company within 30 days from the date of submission of bills with all required documents.

20.0 EXPIRY / SHORT CLOSURE/ TERMINATION OF THE CONVERSION CONTRACT:

20.1 In case the CA does not perform his duty as per the terms and conditions of the contract or the performance is not found to be satisfactory of the Company, the contract shall be terminated by giving one month notice. In case the Company is not in a position to supply the material to the CA due to its internal exigencies, the contract can be short closed after giving one month notice without giving any reason. The Company also reserves the right to get the conversion jobs done at the risk and cost of the CA and the CA will be liable to reimburse all the additional expenditures, losses etc. to the Company if CA fails to do the conversion job as required by the Company.

20.2 Before termination /short closure /expiry of the contract and/or immediately after termination/short closure/expiry of the contract, the stock from the CA's premises shall be cleared (delivered to the customers or transferred to the nearest stockyard of the Company) by the CA as per the written direction of the Company. CA should return both raw material / converted material lying in his premises and submit total accounts to the Company.

20.3 Liabilities / Obligations on Expiry / Terminations:

Notwithstanding the expiry / termination of the contract the liabilities and obligation of both the Company and the CA as set out herein will continue to be in force, until all the materials supplied / despatched by the Company to the CA up to the date of the said expiry / termination are delivered by the CA. After termination /expiry of the contract, the materials if any, lying in the CA's yard shall be cleared by the CA and delivered to the company within two months from the date of the termination/expiry of the contract and the CA shall be responsible to arrange delivery of the materials as directed by the Company for which the CA shall be entitled to claim remuneration as is due to him under the provisions of the contract.

21.0 ARBITRATION / SETTLEMENT OF DISPUTES

21.1 All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the construction, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the CA amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute. The mutual discussion shall be without prejudice to the rights of the parties to proceed to arbitration. If however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the construction, meaning, operation or effect of this contract or the breach thereof shall be settled by Conciliation and Arbitration. In cases where Conciliation fails, the parties shall resolve their disputes/differences through Arbitration.

The said Conciliation/Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/ amendments thereto.

21.2 The appointment/nomination of Conciliator/Arbitrator(s) for Conciliation/ Arbitration shall be as specified below:

Conciliation:

- a) The person to be appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of RINL,VSP or a retired officer of similar grade of RINL,VSP or other P.S.U.s and shall be appointed by RINL, VSP.
- b) The Fee payable to Conciliator (Conciliator other than serving officer of RINL,VSP) shall be a fixed amount of Rs.50,000/-. The other expenses such travelling, boarding & lodging etc., shall be reimbursed as per actual.
- c) The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.

Arbitration:

- a) In case where the sum of the claim(s) made is equal to or less than Rs.5 Crores, the disputes/differences shall be referred to a Sole Arbitrator to be appointed by RINL, VSP.
There shall not be any objection to the CA in respect of any such appointment made by RINL.
- b) In case where the sum of the claim(s) made is more than Rs.5 Crores, the

disputes/differences shall be referred to a three member Arbitral Tribunal, consisting of nominee arbitrators of each party and the Third/Presiding arbitrator, who should be a former judge of either any High Court or Supreme Court of India, shall be appointed by the said two arbitrators nominated by the respective parties.

- c) The Fee payable to the Arbitrator(s) shall be in line with the Fourth Schedule (inserted by Arbitration and Conciliation Amendment Act 2015) and the Rules framed, if any, under the Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/- to each Arbitrator. The costs and incidental expenses etc. for conducting the Arbitration proceedings and the Fee payable to the Arbitrators shall be borne equally by both parties
- 21.3 The seat and venue of Conciliation/Arbitration shall be at Visakhapatnam, Andhra Pradesh only. The language of Conciliation/ Arbitration shall be English.
- 21.4 The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.
- 21.5 Both parties agree that no interest shall be awarded by the arbitral tribunal in any arbitration proceedings arising out of this contract.
- 21.6 Notwithstanding the existence of any dispute and differences or conciliation or arbitration in terms hereof or otherwise, work under the contract shall continue during the arbitration and each party shall continue and be bound to continue to perform their respective obligations according to the contract, and, the parties shall remain liable and bound in all respects under the Contract. Provided further that, no reference to Arbitration, whether the final bill for the contractual work has been passed or not, shall be made later than 6 months from the date of satisfactory completion of the work under the contract.
- 21.7 The courts at Visakhapatnam, India to the exclusion of all other courts, shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.
- 21.8 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Company's right to file and prosecute under the applicable law for any and/or all sums that the Company claims to be due and owing to the Company under this Contract. This contract shall be governed by the Laws of India for the time being in force.
- 22.0 This contract shall be governed by the Laws of India for the time being in force

23.0 GENERAL CONDITIONS:

- a) Proper security arrangements shall have to be made by CA at their costs for the safe custody of materials supplied by the Company. Any loss, damage or deterioration whatsoever and/or pilferage in premises /custody of CA shall be solely to the account of CA who will be bound to compensate the Company suitably for such losses, damages, expenses and/or deterioration. The decision of the Company regarding this will be final and binding on the CA.
- b) At the end of contract period the rolls are to be disfigured in front of the authorized executive of the Company to erase impression of embossing and refund / return of Security deposit and BG/ Custody & indemnity bond shall be dependent on the Company satisfying itself about such defacement.
- c) CA shall not receive or accept any payment from customers of the Company.
- d) All the information provided by the Company to the CA regarding or in connection with this contract is to be treated as confidential information and it is the sole responsibility of the CA to ensure the confidentiality of all such information. No such information is to be given / passed on to any third party without written consent of the Company.
- e) The Company reserves right not to supply any material during any month based on exigencies.
- f) CA shall be responsible for any losses incurred by the Company in case CA's failure in making conversion products as required by the Company. The losses shall be recovered from CA from his pending bills / BG and any other means. Recovery of any amounts due from the CA can be made from pending bills / BG of present contract or any other contracts.
- g) CA shall comply with all rules and regulations of the Company at the time of lifting material including safety rules of the Company. The CA will be solely responsible towards the safety of its equipment, vehicles, employees etc. engaged by the CA in its as well as the Company's premises and the Company will have no liability whatsoever.
- h) CA shall comply with all statutory requirements of Central, State and local authorities including all tax related statutory requirements, obligations applicable labour laws etc. and the Company will not have any liability whatsoever.
- i) **CA shall comply with the instructions received from Branch regarding any requirement of specific bundle weight/no. of pieces in a bundle.**
- j) **Conversion agent is required to roll the products within the tolerances as per the standards of RINL.**
- k) **Finished product shall be packed neatly with no. of straps and tags as specified by RINL through its Branch office. In this regard RINL norms shall be followed unless otherwise specified. This may vary from product to product.**

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ANNEXURE-6

**ROLES AND RESPONSIBILITIES OF THE THIRD PARTY
INSPECTION AGENCY FOR CONVERSION OF SEMI FINISHED
STEEL MATERIALS TO REINFORCEMENT BARS &
STRUCTURAL/ROUNDS**

The TPIA will be required to assume full responsibility on behalf of RINL in regard to receipt of Semi-finished Steel Materials, production, quality and dispatch of finished steel from “Conversion Agents” (CA) premises related to RINL’S CONTRACT WITH THE Conversion Agent. This would include inspection of raw materials and finished products through the Conversion Agent route as well as of despatch clearance.

Further, they should also ensure that

- (1) The finished products converted with RINL making under the contract are produced only from the Semi-Finished Steel Materials supplied to the Conversion Agent by RINL for the purpose.
- (2) The material having RINL’S marking is delivered by Conversion Agent only against delivery orders issued by RINL.
- (3) No material having RINL marking is rolled by Conversion Agent out of. Semi-Finished Steel Materials not issued under Conversion Agent contract and not to certify any material having RINL embossing in their absence. CCTV footage would be checked for the same.
- (4) In no case TPIA should certify any material rolling of which they have not witnessed.

The TPIA will be required to take all actions that are in the interest of RINL in operation of the contract with Conversion Agent.

The TPIA shall be required to carry out following tasks —

1. To visually inspect Semis supplied by RINL to the Conversion Agent & communicate defects, if any to RINL . Similarly communicate results of chemical testing of Semis supplied by RINL to the Conversion Agent.
2. To check for any physical defects of semi's cut into suitable lengths before charging into furnace & report semis which is not suitable, if any for rolling.
3. To certify chemical composition (by witnessing, Testing in Spectrometer etc), mechanical properties (by witnessing Tensile test in UTM, Bend Test, Hardness Test in Brinell Vickers machine and Fracture test through Charpy machine) and microstructure pattern of the products rolled based on sample testing, drawn as per sampling plan as given in BIS inspection & testing scheme for that specification. The inspection will be carried out as per the Quality Assurance Plan drawn and the TPIA should inspect/ supervise testing accordingly.
4. To certify that the material tested meets the requirements of the ordered specification of RINL on the Conversion Agent in all respect as given in the BIS/RINL specification for that quality including tolerances, surface characteristics, mechanical values, etc.
- 5.1 To certify that proper tracing back of the tested sample has been done up to the raw material stage and they have been rolled from the raw material supplied by RINL to the Conversion Agent. For the same, the TPIA should witness all operational activities like Witnessing receipt of RINL's Semis (raw materials) in Conversion Agent's yard, ensure appropriate marking and stacking of the

Semis at the designated location, witness cutting (if carried out) and charging of RINL's Semis in the furnace and subsequent rolling into finished products. Further, in order to facilitate the tracing back, the TPIA should ensure proper maintenance of the master log book by the conversion agent, as may be required, detailing the lot number, size, grade, vehicle number, date of receipt, TC number of the plant, Heat No., chemical composition as given in the TC, No of pieces received, results of visual inspection carried out, check analysis report on chemical composition on the input side and should assign a unique lot No per vehicle load.

- 5.2 In case of variations beyond prescribed limit of BIS/ RINL specification between heat and product analysis of input material, the chemical composition of input material should be got retested by the third party Inspection Agency and recorded under his signature. Only if the same are established to be within prescribed limit of BIS/ RINL specification the rolling should be undertaken. Any Semis found unsuitable for Rolling will be sent back to the nearest Warehouse under the Joint inspection of TPIA, Conversion Agent & Branch Officials. Any physical defects of Semis, cut into suitable lengths before charging into furnace are to be reported similarly to RINL in RINL's format. After results of chemical tests of Semis are available, the same should be similarly communicated.
- 5.3 On the output side, sizes of material rolled, grade, tonnage, date of rolling and results of mechanical and chemical testing should be entered into against the unique lot No allotted. When the material of that inspected lot is despatched from the premises of the Conversion Agent, the challans No., Test Certificate No. issued, Vehicle No., and date of despatch and destination should be entered into against the unique lot No. allotted. The same unique lot No should also be assigned to the final product. The TPI shall undertake marking /stencilling of the material just after rolling and inspection instead of just before loading of material for RINL customers/stockyards.
- 5.4 In the master log book, the third party Inspection Agency should affix his signature with the date of inspection of the lot. This will enable complete tracing back of the finished material up to the raw material stage.
6. To countersign and certify the test certificate issued by the Conversion Agent with their official seal. TPIA should also ensure that the TC's issued for the finished products contain the Heat Number, (available from the Test certificate issued from the plant as corresponding link to the Semi-finished steel bearing the name of the Plant), along with Lot Nos. allotted before countersigning the TC's.
7. To also affix their seal on the tag of the product bundle.
8. To check performance of CA w.r.t. embossing of RINL rolls, usage of Sparkonix like machines, maintenance of RINL roll life cycle history.
9. Submission of report to the Branch Manager on daily basis, listing out the lot numbers inspected and certified by them detailing the size, quality, tonnage and date of inspection/certification of both input and output products.
10. The sampling plan to be followed by the TPIA in case of finished products like Reinforcement Bars, should be as stipulated in the concerned specification.
- 11.1 Deployment of TPIA personnel at the premises of Conversion Agent as and when Conversion Work on account of RINL takes place.
- 11.2 The TPIA shall deploy their employees at CAs premises on the date of commencement of work as stipulated in the Work Order.

- 11.3 TPIA shall employ under this contract, inspectors preferably with relevant qualification and experience in testing and inspection in steel rolled products.
- 11.4 RINL reserves the right to seek replacement of unsuitable inspector. RINL's decision in this regard shall be final.
- 11.5 Successful tenderers" representative(s) shall maintain a daily Attendance register which will be kept at the Conversion Agent premises at all times.

RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

FORM OF AGREEMENT

This Agreement made this..... day of Two Thousand between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having its registered office at Main Administration Building, Visakhapatnam-530031 (AP), hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 or a firm / partnership firm having its registered office at..... hereinafter called the "Conversion Agent" (which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the OTHER PART.

Whereas pursuant to the Company's advertisement inviting offer for conversion of semis into TMT Rebars and/or Structural and/or Rounds and/or any other Product the Conversion Agent vide his letter no _____ dated. _____ offered to do the job. And whereas by its letter no. _____ dated. _____ the Company accepted the offer of the Conversion Agent and whereas it is necessary and expedient to set out the terms and conditions of appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Conversion Agent covenants and agrees with the Company that the Conversion Agent shall undertake the job of converting the Semis into TMT Rebars and/or Structural and/or Rounds and/or any other Product on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexure hereto and the Conversion Agent agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.
2. The documents set out below and hereto annexed marked respectively Annexure 1 to 5 shall form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.
 - i. Letter of Acceptance No..... Dated..... from the company.....
 - ii. Letter no.....Date.....from M/s.....
 - iii. Notice Inviting Tender at Annexure-1
 - iv. Instructions to tenderers at Annexure-2
 - v. Integrity Pact format at Annexure-3

- vi. Price Bid at Annexure-4
 - vii. Terms & Conditions at Annexure-5
 - viii. **Roles and responsibilities of 3rd Party Inspection Agency at Annexure-6**
3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Conversion Agent at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained herein and the documents/annexures as detailed at para.2.
 4. The contract shall be effective from and shall remain in force for a period of TWO years with a provision for extension by one more year on mutual consent on the same terms and conditions and rates.
 5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexure hereto.
 6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.
 7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.
 8. In case of any conflict between the Annexure-1 to 5, the Terms and Conditions of Contract at Annexure-5 will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance shall prevail over Annexure-1 to 5.
 9. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Visakhapatnam, Andhra Pradesh and only the Courts at Visakhapatnam, Andhra Pradesh shall have jurisdiction to determine the same.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of Rashtriya Ispat Nigam Limited at

Witness:
Name and Address

Signed, Sealed and Delivered for and on behalf of M/s.

Witness:
Name and Address

Annexure-A

**(ON NON JUDICIAL STAMP PAPER OF Rs 100/ PURCHASED IN THE NAME OF
EXECUTING BANK)
PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE (SD)
(FROM ANY SCHEDULE BANK EXCEPT GRAMEEN/COOPERATIVE BANKS)**

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:.....

Ref: VSP's Letter of Acceptance Ref No:.....

For Conversion of Semis (Blooms / Billets) of RINL into TMT Rebars and/or Structural and/or Rounds and/or any other Products (*To be specified in NIT*).

Subject: Security Deposit

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam- 530031

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 and having one of its Branch Sales Office at(hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs...../- (Rupees.....) under the terms and conditions of the contract awarded vide Letter of Acceptance No._____ dated _____ (hereinafter called 'the said Agreement') made between the Company and M/s_____

_____ (hereinafter called "the Conversion Agent (CA) for conversion of Semis* [Gr-I(Blooms of size 250x250 and/or 320x250mm) OR Gr-II(Blooms of size 150x150mm and/or 200x200mm) OR Gr-III(Billets of sizes 65x65mm and/or 75x75mm and/or 90x90mm and/or 125x125mm)] into TMT Rebars and/or Structural and/or Rounds and/or any other Product (*To be specified*) covered under the said agreement as a guarantee for the security of materials dispatched to the said Conversion Agent in terms of the said agreement as also for the due fulfillment of all the terms and conditions contained in the said agreement, on furnishing of a Bank Guarantee for Rs._____-/- (Rupees_____only), we _____(Name of the Bank) _____ (hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs...../-(Rupeesonly) against any loss or damage or costs caused to or suffered by or that may be caused or suffered by you by reason of any

breach or breaches on the part of the Conversion Agent of any of the terms and conditions contained in the said agreement and in the event the Conversion Agent shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or

demur pay to you such sum or sums not exceeding in total the said sum of Rs...../- (Rupees.....only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default / defaults on the part of the Conversion Agent.

2. Notwithstanding anything to the contrary, your decision as to whether the Conversion Agent has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs...../- (Rupees.....only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Conversion Agent after the Conversion Agent had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Conversion Agent under the said contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Conversion Agent or to postpone for any time or from time to time any of your rights or powers against Conversion Agent and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Conversion Agent or any other forbearance, act or omission on your part or any indulgence by you to the Conversion Agent or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs...../- (Rupeesonly) as aforesaid or extend the period of Guarantee beyond the said day of20.... unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Conversion Agent or any other person, firm or company on its

behalf or by the winding up, dissolution, insolvency reconstruction, or death as the case may be of the Conversion Agent.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Conversion Agent hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Conversion Agent from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.
9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of our substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Conversion Agent or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed company or concern.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. The bank shall extend the BG for a suitable period at the request of VSP.
13. It shall not be necessary for you to proceed against the Conversion Agent before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Conversion Agent at any time or when proceedings are taken against us hereunder be outstanding or realised.
14. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch --- (mention the name and address of the Branch) at---(VSP's controlling Branch city) and they shall honour such demand in any case not later than next working day.
15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,

ANNEXURE A1

**PROFORMA OF BANK GUARANTEE (FINANCIAL COVERAGE) FOR CONVERSION AGENCY
CONTRACT** *(On non-judicial stamp paper of appropriate value from a Scheduled Bank)
(to be vetted by Finance of Branch Sales Office)*

To
BSO
Address

1. In consideration of Rashtriya Ispat Nigam Limited, a government Company incorporated under the Companies Act, 1956 having its registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031 also having inter alia, one of its Branch Sales office at (hereinafter called 'the Company') having agreed to accept this Guarantee for due security and safe custody of the materials dispatched to M/s.....(herein after called CA) for Conversion of Semis supplied by RINL under the LOA dated..... (hereinafter called 'the said Agreement' which expression shall include any formal agreement entered into subsequent thereto or in suppression thereof and all modifications to and amendments in the said Agreement) made between the Company and the said CA for conversion of the Steel materials covered under the said Agreement on furnishing a Bank Guarantee for Rs (Rupees) only, we _____ (Name of the Bank) ... (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Company an amount not exceeding Rs (Rupees) only against any shortage, loss or damage or deterioration caused to or suffered by or would be caused to or suffered by the company in respect of the said materials by reason of any breach(es) of any of the terms and conditions contained in the said Agreement, or for any reason whatsoever.
2. We do hereby undertake to pay (name of the Bank) the amount or amounts due and payable under this Guarantee from time to time up to the extent of Rs (Rupees) only without any demur / protest / question, merely on receipt of a demand from the Company stating that the amount (s) claimed is / are by way of loss or damage caused to / suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach of any of the terms and conditions contained in the said agreement by reason of the CA's failure to perform the said agreement or for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount or amounts due and payable by the Bank after this Bank Guarantee.
3. It is hereby expressly agreed and declared that the Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs(Rupees) only, as referred to above and this guarantee shall not become invalid or in fructuous because of the partial demand(s) made by the company upon us for payment under the circumstances stipulated hereinabove and it is further declared that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this guarantee. It is further agreed and declared that the Company shall be the sole judge of and as to whether the said CA has committed any breach or breaches of any of the terms and conditions of the said agreement the extent of loss and damage, caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said CA has committed such breach or breaches and as to the amount or amounts of loss and damages shall be final and binding on us. Any such demand or demands made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount, not exceeding Rs (Rupees) only.
4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said CA and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (i.e. six months after the date of expiry of the said Agreement) and payment is made by us, we shall be discharged from our liability under this guarantee thereafter.
5. We, the said Bank, further agree that the Company shall have the fullest liberty, without our consent and without affecting any manner our obligations hereunder contained to vary / modify any of the terms and conditions of the said agreement or to extend time of performance from time to time or to postpone

- for any time or from time to time any of the powers exercisable by the Company against the said CA and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any such variation / modification or extension being granted to the said CA or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said CA or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. We (name of the Bank) agree and declare that this Guarantee will be valid and effective for a period of thirty six months from the date of its issue and we further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said CA . Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the CA in respect of completion of work in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required. We undertake to extend the BG for a suitable period at the request of RINL.
 7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except without the previous consent of the Company in writing.
 8. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch — (mention the name and address of the Branch) at and they shall honour such demand in any case not later than next working day.
 9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,

Designated Officer of Bank with Seal

Dated :day of (month)..... (year)

for _____

(Name of the Bank)

ANNEXURE-B

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

Sr. Branch Manager
BSO.....
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited
Address.....
Dear sir,

Sub: No claim certificate

I/We hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for Conversion of Semis in to TMT Rebars and /or Structural and/or Rounds and/or any other Product (*To be specified*). I/WE have no claims against your company.

Bill No.	Date	Amount
----------	------	--------

Date:

(Signature of the Conversion Agent)

Place:

Name of the signatory:

Seal of the Company:

ANNEXURE-C**Tender for Conversion Agent at**

Ref.No.

Dt.

COVERING LETTER FOR SUBMISSION OF TENDERS

To,
The Sr Branch Manager,
Branch Sales Office...
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant

Dear Sir,

Sub: Tender for entering into contract as Conversion Agent of Rashtriya Ispat Nigam Limited for Conversion of TMT Rebars and/or Structural and/or Rounds and/or any other Product (*To be specified*) at

2. Subject to the instructions and conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for working as Conversion Agent for Rashtriya Ispat Nigam Ltd. I/We hereby certify that I/We have examined and am/are familiar with all the provisions of this tender document and agree to abide by all the terms and conditions laid therein.

3. The following certificates/documents are enclosed:

Self declaration stating that I have the resources to undertake the Conversion job envisaged in the tender.

Self Declaration as to whether I have any relative within the meaning of Section 6 read with Schedule 1A of the Companies Act 1956, employed in any capacity in RINL. This tender document with all pages intact and duly signed by the authorized person.

3. A sum of Rs. (Rupees) only is forwarded herewith as Earnest Money in the form of demand draft / PO / Banker's Cheque No. drawn on in favour of Rashtriya Ispat Nigam Ltd payable at

4. I/We agree to keep this tender open for a period of 120 (One Hundred Twenty) days from the date fixed for opening and the same cannot be withdrawn from the said period of 120 (One hundred Twenty) days.

5. I/We do hereby declare that the entries made in the tender document and the annexures /appendices attached there are true.

Yours faithfully,
Signature of authorized representative of
Tenderer
(Name of the authorized signatory):

Tenderer's address:

Address:

Telephone No

E-mail address

Signature of Witnesses

Address of Witnesses

1. _____

ANNEXURE-D

Rashtriya Ispat Nigam Limited

Visakhapatnam Steel Plant

(A Govt. of India Enterprise)

Branch Sales Office

Address of the BSO

Tender for Conversion Contract at

Ref.No.....

Dt.....

LETTER OF ACCEPTANCE (LOA)

To

M/s. _____

Dear Sir,

Sub: Our Tender Notice No Dt.....for conversion of TMT Rebars and/or Structural and/or Rounds and/or any other Product (*To be specified*) under Conversion Agent Contract at

Ref: Your Tender Quotation no.dt..... in response to the subject Tender Notice (*All other relevant references*)

- 1 Please refer to your above Tender Quotations opened on.....and also (strike out whatever is not applicable) the subsequent negotiation held on and/ or your correspondence dated
- 2 We have the pleasure to inform you that your above tender has been accepted by us. You are, therefore, requested to submit Security Deposit for performance of the contract for Rs to us on or before , by way of DD/Pay Order/RTGS/NEFT, the following documents, amongst others, as already stipulated in the Tender Terms.

Any other documents necessary as per the local conditions.
3. In the event of your failure to submit the above document(s) as specified at para 2 above within the prescribed time, the acceptance of your tender shall be withdrawn and the EMD deposited by you shall be liable for forfeiture /encashment by the company.
4. On your compliance of the above within the time and prescribed herein, we shall issue you a Work Order enabling you to commence Conversion work envisaged under the contract awarded to you. Issue of Conversion Work is solely at the discretion of RINL.

Till the date of signing the agreement, this LOI along with Tender, NIT, ITT, Terms and conditions, all other Annexures and the letters under reference shall be considered as contract.

Please acknowledge receipt.

Thanking you,

Yours faithfully,

For Rashtriya Ispat Nigam Limited

Regional manager

ANNEXURE 'E-1'

Undertaking on Process Controls**For TMT Rebars**

We hereby undertake to follow the process parameters as given herein in case we are appointed as the Conversion Agent by M/s. RINL at..... .We also understand that the finished products have to conform to IS: 1786: Latest Revision after every revision and the Quality parameter prescribed therein.

Area	Sl.No	Quality Attribute	Inspection Procedure	Frequency	Remarks
Bloom/ Billet Yard	1.0	Traceability & Stacking	Heat Identity: TC vis-à-vis the Bloom/ Billet (Physically).	Random Five Blooms/ Billets	Blooms/ Billets with deviation to be segregated & informed to VSP. Small Blooms/ Billets cut as per required lengths to be identified with heat number and stacked heat wise.
	1.1	Bloom/ Billet Condition	Surface: Gross defects like double pour, deep slag patch, Cracks etc.	----Do-----	Data to be kept as Quality Record.**
Furnace	2.0	Bloom/ Billet Charging	Cast/lot wise	Every Bloom/ Billet	Accountability of Blooms/ Billets must be available. Segregated Blooms/ Billets with deviation to be charged & rolled as a 'Lot' as instructed by VSP.**
	2.1	Furnace Temperature	Check against the standard Soaking Temperature on zone wise on hourly basis The zone wise std. temp of heating and soaking are to be provided by Tenderer	Thrice per shift.	Data to be maintained as a Quality Record. Effort to be made to maintain lowest consistent temp for Satisfactory rolling.
	2.2	Excess O2	Aim ~2.5%	Once/shift	Data to be kept as a Quality Record.
Rolling	3.0	Cobbles	Number/Shift	Date & shift wise.	Cause-wise analysis for Corrective & preventive action.
Water Cooling for thermo mechanical treatment (TMT) of Rebars	4.0	Entry & Exit temperature	As per manufacturer's Specification	On hourly basis.	Data to be kept as Quality record and aim to be made for finding the co-relation between cooling and tensile properties.

Area	Sl.No	Quality Attribute	Inspection Procedure	Frequency	Remarks
	4.1	Water Pressure & Flow	-do-	-do-	-do-
Cooling Bed	5.0	Movement of Bars	To achieve uniformity in Cooling		Straightness (3 mm/M) of bars needs to be ensured.
	5.1	Sampling (Regular & for Standardisation)	Sample should be ~1.0 Meter in length for carrying out all Relevant tests.	As per STI (Scheme of Testing & Inspection of IS;1786 latest version	For uniformity in the Product Quality, samples from front, back & middle need to be collected for a cast / heat for tensile testing & this should be a Quality Record.
Inspection & Testing	6.0	Surface	Rolling defect viz. Lap, Fin, Rough Surface, Shearing, Rib washout, excess long rib & guide mark etc.	On hourly basis.	In case of defect, source need to be identified & corrective action to be taken & this should be a Quality Record.
	6.1	Bar & Ribs (L&T) as per VSP provided drawing pattern	Appearance, Thickness & width, Wt/Meter**, Ar value**, clarity of Branding & Bar Diameter	As per IS 1786: Latest version after every revision STI (Scheme of Testing & Inspection)	To conform IS 1786: (Latest version). Attempt should be made to roll 100% bars in lighter side* (between nominal wt & 3% less) & this should be a Quality Record.
	6.2	Mechanical	Tensile** Bend / Re-bend	----DO----	Aim shall be to achieve 1. YS > 530 MPa to < 580 2. UTS/YS ratio > 1.15 3. Elongation % > 18.0 4. Uniform El % > 8.0 % for Fe500D. Actual values for the above parameters are to be maintained as a Quality Record.
	6.3	Micro-Structure	Rim Pattern For TMT	Once/shift	Fe 500D: Highly eccentric (thin/thick ratio < 0.5), Horse-shoe & very thin rim (<10% of radius) is not acceptable. The rim thickness to be maintained as a Quality Record.

Area	Sl.No	Quality Attribute	Inspection Procedure	Frequency	Remarks
Product Certification	7.0		Issue of Certificate after checking all relevant data conforming to IS 1786(latest version) and STI requirements and conversion Agreement.		
Storage	8.0		The finished / despatchable material should be protected from rain, dew, underground water etc. so that the same does not get rusted / damages.		

➤ **Note:**

- Each bundle has to bear two metallic identification tags securely tied, so as to withstand normal wear & tear of multiple handling up to the point of final use. The tag must have the following details legibly embossed or imprinted:
- Name of the VIZAG STEEL, Grade, Heat/lot No, Section, Bundle No. (Serial), ISI mark.
The party has to maintain adequate documentation so that the tag can be traced back to the exact period of rolling and inspection to enable implementation of corrective / preventive actions when needed based on user's feedback.
- Auditing (including Quality Records) by VSP will be done frequently (At least once / month.)
- *Weekly Report by 'Conversion Agent' should mention these attributes.
- ** To prepare Trend/Control Chart for Wt/meter, Ar-Value, UTS/YS ratio, %El variations etc for product consistency and control purpose – To be reported monthly basis by the party.
- RIB pattern to be followed as per VSP drawing no, a copy of which will be handed over to the party. The party shall ensure that the MPA values of the rebar produced meet the requirements of IS1786. The party shall also ensure that the rib pattern for each of the rebar size produced meets the requirement of pull out test as per IS2770 (Part-1).
- The party should carry out sampling on regular intervals as per IS standard or as specified by VSP to check for mechanical properties, weight tolerance, surface quality, bend/re-bend test, A (Mean projected rib area per unit length) values etc. The party also should be in position to carry out product analysis in case of any requirement.
- Disposition of sub-standard or defective TMT re-bars should meet the latest version of Steel & Steel products (Quality control) Second order 2008 and Steel & Steel products (Quality control) second (Amendment) order 2014.
- The party shall have an exclusive storage area for VSP material with clear demarcation of space for receiving, inspection and stacking of input blooms/billets and maintain separate stack as per heat/lot numbers. It is desirable that the party maintains covered storage area to

the extent possible for size wise and grade wise stacking of rebars to ensure that there will be no mix up of material at any stage of processing. However, the same is not mandatory. The storage of input CC blooms/billets and output rebars should meet the requirement of traceability as per Scheme of testing and inspection for certification of high strength deformed steel bars and wires for concrete reinforcement according to IS1786: latest version.

- The party shall have suitable computers and also make arrangements for internet connection for availing connectivity to VSP's ERP system.
- The draft format of TC to be provided to VSP before getting approval of the same from BIS as per jurisdiction of the marks division of BIS.

(Signature and Seal of the Tenderer)

(Undertaking on process controls shall be part of NIT- To be included by the Branch according to the Converted Product Planned)

ANNEXURE 'E-2'

Undertaking on Process Controls**For Structural (Angles, Beams, Channels)**

We hereby undertake to follow the process parameters as given herein in case we are appointed as the Conversion Agent by M/s. RINL at..... We also understand that the finished product have to conform to IS: 2062:Latest version after every revision and the Quality parameter prescribed therein.

Area	Sl.No	Quality Attribute	Inspection Procedure	Frequency	Remarks
Bloom/ Billet Yard	1.0	Traceability & Stacking	Heat Identity: TC vis-à-vis the Bloom/ Billet (Physically).	Random Five Bloom/ Billet	Bloom/ Billet with deviation to be segregated & informed to VSP. Small Bloom/ Billet cut as per required lengths to be identified with heat number and stacked heat wise.
	1.1	Bloom/ Billet Condition	Surface: Gross defects like double pour, deep slag patch, Cracks etc.	----Do-----	Data to be kept as Quality Record.**
Furnace	2.0	Bloom/ Billet Charging	Cast/lot wise	Every Bloom/ Billet	Accountability of Blooms/ Billets must be available. Segregated Blooms/ Billets with deviation to be charged & rolled as a 'Lot' as instructed by VSP.**
	2.1	Furnace Temperature	Check against the standard Soaking Temp. The zone wise std. temp of heating and soaking are to be provided by Tenderer	On hourly basis.	Data to be maintained as a Quality Record. Effort to be made to maintain required temp. consistent for Satisfactory rolling.
	2.2	Excess O2	Aim ~2.5%	Once/shift	Data to be kept as a Quality Record.
Rolling	3.0	Cobbles	Number/Shift	Date & shift wise.	Cause-wise analysis for Corrective & preventive action.
Cooling Bed	4.0	Movement of Structural	To achieve uniformity in Cooling		Straightness (3 mm/M) of bars needs to be ensured.
	4.1	Sampling (Regular & for Standardization)	Sample should be ~1.0 Meter in length for carrying out all Relevant tests.	For Every 25 to 30 Blooms/ Billets	For uniformity in the Product Quality, samples from front, back & middle need to be collected for a cast / heat for tensile testing & this should be a Quality Record.
Inspection & Testing	5.0	Surface	Rolling defect viz. Lap, Fin, Rough Surface, Shearing, twist, waviness, OT, Out of squareness & guide mark etc.	Along with the sampling	In case of defect, source need to be identified & corrective action to be taken & this should be a Quality Record.

Area	Sl.No	Quality Attribute	Inspection Procedure	Frequency	Remarks
Inspection & Testing	5.1	Dimensions (as per IS 808 Latest version after every revision), sections & masses	Appearance, Leg dimensions (length & thickness), flange (width & thickness) & web(height & thickness), Wt/Meter**&clarity of Branding	As per IS 2062: Latest version after every revision (Scheme of Testing & Inspection)	Dimensional tolerance shall comply to IS:1852 (Latest version). Attempt should be made to roll 100% bars in lighter side* (between nominal wt & 3% less (for angles), 2.5% less (for beams/ channels)& this should be a Quality Record.
	5.2	Mechanical	Tensile**, Bend	----DO----	Aim shall be to achieve 1. YS > 250 MPa 2. UTS > 410 MPa 3. Uniform El % > 23for E250A. Actual values for the above parameters are to be maintained as a Quality Record.
Product Certification	6.0		Issue of Certificate after checking all relevant data conforming to IS 2062 (Latest version) and STI requirements and conversion Agreement.		
Storage	7.0		The finished / despatchable material should be protected from rain, dew, underground water etc. so that the same does not get rusted / damages.		

➤ **Note:**

- Each bundle has to bear Two metallic identification tags securely tied, so as to withstand normal wear & tear of multiple handling up to the point of final use. The tag must have the following details legibly embossed or imprinted:
- Name of the VIZAG STEEL, Grade, Heat/lot No, Section, Bundle No. (Serial), ISI mark.
The party has to maintain adequate documentation so that the tag can be traced back to the exact period of rolling and inspection to enable implementation of corrective / preventive actions when needed based on user's feedback.
- Auditing (including Quality Records) by VSP will be done frequently (At least once / month.)
- *Weekly Report by 'Conversion Agent' should mention these attributes.
- ** To prepare Trend/Control Chart for Wt/meter, YS, UTS, %El variations etc for product consistency and control purpose – To be reported monthly basis by the party.
- The party should carry out sampling on regular intervals as per IS standard or as specified by VSP to check for mechanical properties, weight and dimensional tolerances, surface quality, bend/re-bend test etc. The party also should be in position to carry out product analysis in case of any requirement.
- Disposition of sub-standard or defective Structurals should meet the latest version of Steel & Steel products (Quality control) Second order 2008 and Steel & Steel products (Quality control) second (Amendment) order 2014.

- The party shall have an exclusive storage area for VSP material with clear demarcation of space for receiving, inspection and stacking of input blooms/billets and maintain separate stack as per heat/lot numbers. It is desirable that the party maintains covered storage area to the extent possible for size wise and grade wise stacking of Structurals to ensure that there will be no mix up of material at any stage of processing. However, the same is not mandatory. The storage of input CC blooms/billets and output materials should meet the requirement of traceability as per Scheme of testing and inspection for certification of hot rolled medium and high tensile structural steel according to IS2062: latest version.
- The party shall have suitable computers and also make arrangements for internet connection for availing connectivity to VSP's ERP system.
- The draft format of TC to be provided to VSP before getting approval of the same from BIS as per jurisdiction of the marks division of BIS.

(Signature and Seal of the Tenderer)

(Undertaking on process controls shall be part of NIT- To be included by the Branch according to the Converted Product Planned)

Annexure-F**PROFORMA FOR CUSTODY AND INDEMNITY BOND FOR CONVERSION
AGENT CONTRACT**

(To be executed on Stamp Paper of appropriate value)

To
Rashtriya Ispat Nigam Limited

WHEREAS We have agreed to act as your Conversion Agent at for processing of Steel to be handed over to us at railhead / your Steel Plants / Stockyards for proper transportation, storage, handling, conversion, safe custody and delivery to your various customers against valid Delivery/Sale orders issued by your BSO at..... pursuant to the Agreement dated (hereinafter referred to as the said Agreement')

AND WHEREAS we have agreed to execute a Custody and Indemnity Bond in terms of the said Agreement for and in respect of the Steel materials delivered to us, we hereby declare and state as under;

1. NOW by this Custody and Indemnity Bond we hereby agree and undertake that we shall keep and hold the Steel materials meant for conversion as well as converted steel materials under the said agreement and keep the same under safe custody at our premises located at on your behalf and as your property in trust for you.
2. We shall be entirely responsible for the safe custody and protection of the said Steel materials at our risk till the same are duly delivered to your various customers OR as may be directed by you from time to time or at any time and shall indemnify you against any loss, damage or deterioration suffered by you or against shortages whatsoever in respect of said Steel materials delivered to us from time to time under said Agreement while the same remain in our custody. We further agree that the said Steel materials shall at all-time be open to inspection by any person authorised by you.
3. SHOULD any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, on demand we undertake to compensate or to pay or to refund the amount forthwith and without any deduction whatsoever. You shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or under any other Agreement (s). The amount so claimed by you shall be final and binding upon us.
4. WE further agree and affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting in any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this Bond by the exercise of your liberty to vary and / or modify the terms of the said Agreement or by reason of any time being given to us or any other forbearance or indulgence given to us or any other act or omission on your part.
5. WE further agree and undertake that we shall not hypothecate and / or change and / or encumber in any manner whatsoever the materials, despatched to us, either in full or in part to any Bank or Financial Institution or any Association or any company or firm as a security or otherwise.
6. WE further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of materials either in full or in part, delivered to us.
7. AND we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and the accounts relating thereto are finally settled by and

between ourselves and yourselves and unless you expressly discharge this Bond in writing the same shall remain valid and in full force.

8. THIS Bond with all its provisions herein contained are in addition to and not by way of limitation of or substitution for any other Bond or Indemnity / Undertaking here before given to you by us, whether jointly with others or alone and now existing uncanceled and that this Bond is not intended to nor shall revoke or limit such Bond or guarantee / undertaking.
9. THIS Bond shall not be affected to any change in our constitution not shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern

IN Witness whereof we put our seal and signature on this

(day) (month).....(year)

Signed sealed and delivered

By M/s.....

For and on behalf of

In the presence of:

1)

2)

