

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



GLOBAL TENDER FOR SUPPLY OF 'IMPORTED HARD COKING COAL (RINL COAL A)'
(INCLUDING ON HIGH SEAS SALES BASIS)

TENDER No.Pur.24.17.0006/0002 Dt. 18.04.2024

Volume / PDF -I of Tender : TECHNO-COMMERCIAL BID (to be submitted through email to ketha_mm@vizagsteel.com and the pdf need not be password protected; as per the Instructions to Tenderers)

Tender document downloaded from www.vizagsteel.com by

Messers:

(Signature and Seal of the Tenderer)

The Bid Security Declaration is furnished along with the Tender

(Signature and Seal of the Tenderer)

GLOBAL TENDER FOR SUPPLY OF 'IMPORTED HARD COKING COAL'

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**GLOBAL TENDER NOTICE FOR SUPPLY OF 'IMPORTED HARD COKING COAL
(RINL COAL A)' (including on High Seas Sales basis)**

Global Tender No. Pur.24.17.0006/0002 Dt. 18.04.2024

- 1.0 Tenders / Offers are invited for supply of 75,000 (Seventy Five Thousand) MT of 'Imported Hard Coking Coal (RINL COAL A)', with a Shipping Tolerance of +/-10%, as per the specifications indicated in Tender document.
- 2.0 Last date & time for receipt of Tenders: **24.04.2024 by 10.30 HRS(IST).**
- 3.0 RINL/VSP intends to take the delivery by end of April'24. However, the tenderer shall undertake deliveries as per clause 2.2 of Part-VII of tender. RINL / VSP reserves the right to postpone the deliveries by a period of upto 1 month beyond the contracted delivery period, without any additional financial implication to the PURCHASER.
- 4.0 Tenderers who are interested to participate in the Tender can download the Tender document from the website www.vizagsteel.com (under MM-> MM Tenders) and submit their offer through e-mail to ketha_mm@vizagsteel.com on or before **10.30 hrs (IST) on 24.04.2024** as per the instructions given in the Tender document.

In case of difficulty in downloading of Tender document, the Tender document shall be sent by Post free of cost on written request from the Tenderer. **The Tenderers should refer to RINL's website regularly for any Corrigendum / Addendum.**

GENERAL MANAGER (MM)/c

NOTICE OF INVITATION TO TENDER FOR SUPPLY OF 'IMPORTED COKING COAL'

1.0 Rashtriya Ispat Nigam Limited (**RINL**) Visakhapatnam Steel Plant (**VSP**), hereinafter referred to as PURCHASER, hereby invites Tenders for the supply of following Imported Hard Coking Coal in **conformity with the Technical Specifications** given in **PART - II** of this Tender Document.

- 1) Imported Hard Coking Coal as per specn. RINL Coal - A : 75,000 Metric Tonnes (+/- 10% shipping Tolerance)

Blended Coals are also acceptable (not more than 2 coal brand components) for RINL Coal A.

2.0 NUMBER OF SOURCES : 01

2.1 Tenderer can submit their Offer for supply of 75,000 MT +/- 10% or part thereof from a single shipment. (**VITAL**) mentioning the Dead Weight Tonnage (DWT) of the shipment.

3.0 TENDERERS ELIGIBLE TO QUOTE IN RESPONSE TO THIS INVITATION TO TENDER:

The Tenders received from the following categories of Tenderers, will be considered by RINL / VSP.

Overseas Coking Coal Producer(s) owning, managing and controlling Coking Coal Mines and producing washed / unwashed Coking Coal.

(OR)

Overseas Coking Coal Suppliers offering Coking Coal produced by Overseas Producers, duly backed by a Letter of Authority (in original) of the concerned Coking Coal Producer, specifically authorizing the said Coking Coal Supplier to make an offer in response to this Invitation to Tender,

3.1 In the event of an offer made by a Coking Coal Supplier being considered by RINL for acceptance, both the Coking Coal Supplier and the Coking Coal Producer shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender. However, in the event of such Tenderer not being able to produce an undertaking from the Coking Coal Producer for extending full guarantee and warranty for the Coal offered for supply against the invitation to Tender, such Tenderer may submit the Letter of Authority from the Coking Coal Producer in that regard furnishing the details of the Mine, Coal brand, offered quantity with specifications and delivery period.

3.2 Tenderer(Bidder) from a country which shares a land border with India will be eligible to bid in this tender **only if the tenderer is registered with the Competent Authority** (**VITAL**). For details in this regard, please refer to **Part-XIII** of this Tender. Tenderer shall submit the Self-Declaration Certificate regarding their compliance with the above as per the Format at **Part-XIII** in their Techno-Commercial bid *inter alia* that the Tenderer is not from such a country, or, if from such a country, has been registered with the Competent Authority. If such Certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with Law.

4.0 COST OF BIDDING: The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the RINL, hereinafter referred to as "The PURCHASER," will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.0 SPECIFICATIONS:

5.1 RINL / VSP desires to procure Imported Hard Coking Coals as per the Technical Specifications mentioned in Column-4 of **PART- II** of this Tender. The Tenderer is required to indicate in Column-6 of PART-II of the Global Tender, their offered Guaranteed Maximum / Minimum specification against each of these parameters which should be within the Absolute Maximum / Minimum limits stipulated under Column-5 (**VITAL**). This will be

treated as the Tenderer's Specifications. In case, Tenderer does not indicate any parameter value in Column-6, then it will be construed that the tenderer has accepted the desired specification values as their Guaranteed specification values. The Tenderer is also required to indicate in Column - 7 the Testing Standard followed (out of those enclosed with **PART-II**) for each of the parameters and the successful Tenderer shall be required to follow the same Testing Standard while effecting the supplies.

- 5.2 In case the Guaranteed Specifications offered by the tenderer falls outside the Desired Specification but, within the Absolute Limits, the offer would be financially evaluated as per the premium / penalties indicated at Clause 6 of PART – IV of the Global Tender Document. However, if any of the offered Guaranteed values falls outside the Absolute Maximum / Minimum limits stipulated under Column-5, such offers shall not be considered by RINL / VSP.**
- 5.3** In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Tenderer and included in the Agreement.
- 5.4** Tenderer should submit a Test Certificate from an Internationally Accredited Test House indicating all the parameters mentioned in the Technical Specifications at **PART - II** for the Coal brand offered. **The tenderer should also submit Accreditation certificate of the Test House authorized by IAF/ ILAC as brought out Para 1.2.3 of Part-IV of the tender.**
- 5.5** Tenderer may offer for supply of Straight Coking Coals. **Blended Coals are also acceptable (not more than 2 coal brand components) for RINL Coal A.**

6.0 BID SECURITY DECLARATION:

- 6.1** In place of EMD/Bid Bond, the bidders are required to submit the Bid Security Declaration with an undertaking on bidders letter head duly signed mentioning the Tender/Bid no. and date as per Part-III of the tender.

7.0 QUOTING OF PRICES:

- 7.1** The price of the MATERIAL offered should be quoted on the basis of **FOB (Trimmed)** with Port of loading. **The freight for both Gangavaram Port (GPL) and Visakhapatnam Port (VPT) shall also be quoted along with the FOB price (VITAL).** Tenderers must therefore quote both FOB(T) Prices and Freight Rates in the **Price bid in PDF format with Password protection**, as per instructions contained herein.
- 7.2** FOB Offer: The FOB price offered should be quoted as on firm and fixed basis in the Price bid, i.e.

FOB Price = US\$ ___ per Metric Tonne.

The Technically and Commercially acceptable offers submitted will be evaluated on Landed Cost Net of Input Tax Credit Price (**LNIP**) basis irrespective of the offered quantity which is from a single shipment, and details are given at Clause 6 of Part-IV.

- 7.3 Freight Offer:** The Freight offer for both "Gangavaram Port (GPL)" as well as for 'Visakhapatnam port (VPT)' shall be quoted in **Price Bid in PDF format with Password protection** as per the format given at **Part-XIV** of tender document, and submitted along with Techno – Commercial bid (**VOLUME - I**). In case Freight offer for only one Port i.e. either for 'GPL' or 'VPT' is submitted, then the freight rate quoted for either GPL or VPT in price bid shall be considered for the other Port(i.e. VPT or GPL) as well. In case a tenderer becomes L1 after Reverse E auction, and submits the break-up for LNIP containing the FOB & freight rate for GPL; then the corresponding VPT freight rate will be arrived considering the relativity of the freight rate offered for 'VPT' in terms of Percentage (%) of freight rate offered for 'GPL'.

- 7.4** The prices quoted by the tenderer in Part-XIV (PRICE BID) shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.
- 7.5** Any revised bids received after the tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from VSP.
- 7.6** A duly signed and stamped **BLANK PRICE BID** in the format at **Part XIV** should be submitted in the Techno- Commercial offer (**VOLUME- I**) as a confirmation that the prices are offered as per the Price Bid format.
- 7.7** The price offered should be quoted in US Dollars on per Metric Tonne (of one thousand kilograms each) basis in the Price bid.
- 8.0** Tenders will be accepted upto **10.30 Hours (IST) on 24.04.2024 (VITAL)**. Techno-Commercial part of the Tender (**VOLUME-I**) will be opened immediately thereafter in the presence of the Tenderers (or) their authorised representatives, who may choose to be present. The date of opening of Price Bids of the Tenderers who have been Techno-Commercially found acceptable shall be informed later so as to enable them (or) their authorised representatives to be present at the time of opening, if they so desire.
- 9.0** Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating in the email body the extent of updation done to their original offer or clearly stating in the email body that the revised offer(s) is attached and withdrawing the previous submitted offer(s). The Purchaser reserves the right to open the original offer along with revised offer(s).
- 10.0** Notwithstanding anything specified in these Tender Documents, PURCHASER, in his sole discretion, unconditionally and without having to assign any reason, reserves to himself, the rights
- a) to accept or reject the lowest Tender or any other Tender or all the Tenders.
 - b) to accept any Tender in full or in part.
 - c) to reject the offers not confirming to the Tender terms.

TECHNICAL SPECIFICATIONS OF 'IMPORTED HARD COKING COAL'**TECHNICAL SPECIFICATIONS OF RINL COAL– A (SIZE: 0 - 50MM)**

. No	Technical Parameters	Units	Tender Specification		Specification Guaranteed by Tenderer	Testing standards followed
			Desired Specification	Absolute limit		
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Total Moisture (ARB)	% (Max)	8	12		
2	Volatile Matter	% (Range)	21-27	20-28		
3	Ash	% (Max)	8	14		
4	Sulphur	% (Max)	0.6	1.1		
5	Crusible Swelling Number	Num (Min)	6	6		
6	Maximum Fluidity	ddpm (Min)	300	200		
7	MMR of Vitrinite	Num (Range)	1.11-1.35	1.10-1.45		
8	Vitrinite Distribution	% (V9-V14) Min	80	70		
9	Vitrinite	% (Min)	60	50		

Note :

1) Penalties exist for Evaluation of the Offers

2) Tenderers should note that in case of the Technical Parameters (Vital) i.e., S.Nos. 1 to 9 above, of any offer falling outside the Absolute Maximum / Minimum Limits stipulated in the Tender, such offer shall be rejected.

3) The relevant Testing Standards of ISO/ ASTM to be followed for each of the above mentioned parameters.

4) Blended Coals are also acceptable (not more than 2 coal brand components).

Signature and Seal of Tenderer

**BID SECURITY DECLARATION
(In Lieu of EMD)**

Tender No.:

Dated: (dd-mm-yyyy)

I/We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration" as follows:

I/We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

a) If I/we withdraw modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I/We

i) Fail or refuse to execute the Contract. (or)

ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/Work Order/ Letter of Acceptance/ Purchase Order. (or)

iii) Fail or refuse to comply with any other aspect of the tender which otherwise would have involved forfeiture of EMD.

(Signature)

In the capacity of:

(Legal capacity of person signing the Bid Security Declaration)

The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / power of Attorney etc.) with respect to Legal capacity of person signing the BSD"

Name:

(Complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of: (Complete name of Bidder and Address)

Date: (Date of signing)

Corporate Seal : (wherever applicable)

INSTRUCTIONS TO TENDERERS

1.0 CREDENTIALS AND SUPPORTING DOCUMENTS:

- 1.1 Establishment of Credentials of un-listed Vendors:** If a Tenderer who responds to this Tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents :

For Overseas Tenderers:

- a) Notarised Copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency.
- b) Self Certified copies of Audited financial statement for the last three years of their company.
- c) Self Certified copies of Other Credentials like ISO Certificates etc.(if any)
- d) Self Certified copies of List of Purchase Orders / Contracts for the same or similar items executed by the Tenderer in respect of other major customers (or) Copies of Bill of Ladings

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

1.2 Information / Data / Documents to be furnished by Tenderers in the Techno-Commercial bid (VOLUME-I).

- 1.2.1** Tenderers who may be Coking Coal Producers owning Coking Coal Mines or Coking Coal Suppliers offering Coking Coal produced by Coking Coal producers shall furnish information covering the following aspects:

- (1) Country of origin of COKING Coal indicating the actual geographical location of the Coal fields.
- (2) Nature of mining operations clearly indicating whether the offered COKING Coal is from Underground/ Opencast Mines.
- (3) The COKING Coal offered is from a single identifiable Mine / seam.
- (4) Production capacity of COKING Coal Mines and average annual production for the last three years.
- (5) Estimated reserves of COKING Coal Mines in million Metric Tonnes as at the time of submission of the offer and unexpired period of mining rights for the COKING Coal Mine(s) offered.
- (6) Distance of the Mines / washery to the nearest port of shipment and mode of transport to the port of shipment.
- (7) Brand names of the COKING Coal offered.
- (8) Contact person & Designation
- (9) Email id
- (10) Phone and fax numbers
- (11) Whether concessional customs duty is applicable for the Material offered from the above Country of origin, if so the details of concession applicable with supporting documents to be submitted.

- 1.2.2** The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted, shall establish to the PURCHASER's satisfaction:

- (a)** that, a Tenderer who is a Coking Coal Producer / Mine Owner, shall furnish in Original, the Letter of Assurance as per Proforma at **PART – VIII (A)** of the Tender Documents.

(b) that, in the case of a Tenderer who may be a Coking Coal Supplier, shall be an established Supplier in Coking Coal of at least one year's standing and shall furnish in original the Letter of Authority of the Coking Coal Producer as per proforma at **PART – VIII (B)** of the Tender documents, specifically authorising the said Coking Coal Supplier to make an offer in response to this Invitation to Tender. However, in the event of such Tenderer not being able to produce an undertaking from the Coking Coal Producer for extending full guarantee and warranty for the Coking Coal offered for supply against the invitation to Tender, such Tenderer may submit the Letter of Authority from the Coking Coal Producer in that regard as per proforma at **PART – VIII (C)** of the Tender documents, furnishing the details of the Mine, Coal brand, offered quantity with specifications and delivery period.

- 1.2.3** Tenderer should submit a Test Certificate from an Internationally Accredited Test House. A laboratory holding a valid certification from any authorized certifying body which is a signatory to either “International Accreditation Forum (IAF)” or International Laboratory Accreditation Cooperation (ILAC)” shall be considered as internationally accredited test house.
The test certificate must include the specific values of each of all the parameters as mentioned in Part-II of this Tender document individually (but not as range of values) also indicating the name(s) of Mine(s). Any offer received without this data shall not be considered (VITAL).The Tenderer should submit a Test Certificate for the offered Coking Coal for a test conducted not more than four months prior to the last date of submission of bids under this invitation to Tender notice. The tenderer should also submit Accreditation certificate of the Test House authorized by IAF/ ILAC.
- 1.2.4** Submission of Bid Bond as per **PART- III** of the Tender document (**VITAL**).
- 1.2.5** Submission of letter as a token of acceptance of Terms and Conditions mentioned in the Tender, as per the proforma at **PART- V** of the Tender document.
- 1.2.6** Exports of Offered Coking Coal during the last three years from the Mine from which Coal is offered.
- 1.2.7** The Tenderer shall also submit the latest financial performance documents in support of their sound financial status. The documents shall necessarily include balance sheets, profit & Loss Accounts showing the present financial status. These documents should clearly show the exact nature of ownership.
- 1.2.8** Submission of the Dead Weight Tonnage (DWT) of the shipment from which the quoted quantity is being supplied.
- 1.2.9** Acceptance of the Technical Specifications given in **PART- II** of the Tender document & submission of the offered specifications duly filled, signed and stamped in the format at **Part-II**.
- 1.2.10** Acceptance of the rebate / diminution structure under **Clause 6.0 of PART – VII** of the Global Tender Document i.e.the Draft Agreement
- 1.2.11** Acceptance to Purchaser exercising option for F O B (or) C F R shipment (Para 2.2.1 of PART - VII of Tender document). In case of High Sea Sales, the shipment shall be on CFR(FO) basis only.
- 1.2.12** Acceptance to submit Performance Guarantee (PG) Bond as per **ANNEXURE - III** of the Draft Agreement (**PART – VII**) of the Global Tender document (**VITAL**).
- 1.2.13** The Tenderer shall furnish confirmatory letter from the Principal indicating the Commission payable to the Indian Agent in line with **clause 8.0** below (in the Techno-Commercial bid **–VOLUME-I**).

- 1.2.14** The Tenderers are requested to fill up the **CHECK LIST** enclosed at **PART- VI** of Tender document and submit along with the Techno-Commercial part of the Bid – **VOLUME-I**.
- 1.2.15** The tenderer shall mention the details of Independent Inspection Agency at Loadport / Loading station for Weighment, Sampling and Analysis of Material. The details should indicate Name, Address, Contact person, Phone & Fax numbers, details of experience on the above jobs carried out by the agency.
- 1.2.16** Submission of Declaration regarding Income Tax towards foreign payments as per Annexure-IV to Draft Terms and Conditions of Acceptance to Tender (**Part-VII**).
- 1.2.17** In case of High Sea Sales, the Tenderers confirm acceptance to the following:
- a) The Load Port as per the B/L of the shipment from where the Imported Hard Coking Coal Cargo is being offered should be from the One of ports as per the Country of Origin.
 - b) The date of the B/L of the shipment and the date of the Overseas' Coking Coal Miner's Invoice should be not be prior to 50 days from the date of LOI
 - c) Post placement of Order, the Tenderer to submit Overseas' Coking Coal Miner's Invoice and other documents as deemed fit (**VITAL**), evidencing purchase of the offered Coal Cargo from the Oversea's Coal Miner by the tenderer.
- 1.2.18** The Tenderers shall mention the currency of quoted prices.
- 2.0** **FIRM PRICE: FOB(T) Price & Freight** as quoted by the Tenderer shall be firm for the entire period of Tenderer's performance of the Agreement and shall not be subject to any variation on any account (**VITAL**). In case of High Sea Sales, only the CFR(FO) price shall be considered based on the quoted price of **FOB(T) Price & Freight**.
- 2.1** **CURRENCY AND UNIT OF WEIGHT:** The price of MATERIAL offered should be quoted in US Dollars on per Metric Ton basis.
- 3.0** **LANGUAGE OF BID:** The offer and complete correspondence must be effected only in English language. The Bid prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the PURCHASER, shall be written only in the English language. Any printed literature furnished by the Tenderer may be written only in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 4.0** **PRELIMINARY EXAMINATION OF BIDS:**
- 4.1** The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
 - 4.2** Arithmetical errors will be rectified on the following basis. The price quoted by the tenderer in **Part-XIV (PRICE BID)** shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.
 - 4.3** Prior to the detailed evaluation, pursuant to **Clause 6.0 below**, the PURCHASER will determine the substantial responsiveness of each Tender to the Tender Documents. For purposes of these paragraphs, a substantially responsive Tender is the one which conforms to all the terms and conditions of the Tender Documents without material deviations. The PURCHASER's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. The

PURCHASER's decision, whether the Tender is substantially responsive or not, will however be final.

- 4.4 A Tender determined as not substantially responsive may be rejected by the PURCHASER and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
- 4.5 The PURCHASER may waive any minor infirmity or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

5.0 TAXES AND DUTIES:

- 5.1 The successful Tenderer shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside India.
- 5.1.1 As per the Income Tax rules in India, RINL / VSP shall report the details of any payment including any interest or salary of any other sum chargeable to tax, being made to a non-resident, not being a Company or to a Foreign Company. Hence, the Foreign Tenderers shall submit declaration as per the format at **PART- XI** of the Global Tender Document along with Techno-Commercial Bid (**VOLUME-I**)

6.0 EVALUATION OF THE OFFERS:

- 6.1 **The Technically and Commercially acceptable offers submitted will be evaluated on Landed Net of Input Tax Credit Price (LNIP) basis.** Calculation of Landed Net of Input Tax Credit Price (LNIP) for evaluation of the offers is detailed at Clause 6.9.3 below.
- 6.2 **The freight offer for Gangavaram Port will be considered for evaluation purpose.**
- 6.3 In case, any of the Tenders specify multiple price options for different ports etc. at the option of the tenderer, although no such requirement is specified in the Tender document, RINL shall consider the highest priced option for the purpose of inter-se comparison and ranking between the Tenders (unless specifically mentioned in the Tender document).
- 6.4 RINL after opening the Techno-Commercial bids / bid document, may seek in writing documents / clarifications (except in case of EMD) which are necessary for evaluation of the Tender / bid document from the Tenderers / Tenderers or issuing authority for confirmation of eligibility / pre-qualifications stipulated in the Global Tender.
- 6.5 There shall be no indication of Price in the Techno-Commercial bid, if prices are indicated there, such offers are liable to be rejected.
- 6.6 **Penalties for Evaluation of Offers:** The offers outside the desired limits but within the absolute limits would be financially evaluated as per Premium / Penalty structure as given below.

Sl. No.	Parameter	Basis for application of Penalty in price for evaluation in respect of deviation from the Maximum / Minimum Guaranteed / Desired limits	Penalty in price in US Dollars per MT
1	MMR	Penalty for every 0.01% (fractions prorata) increase in excess of Desired max. limit upto absolute max. limit (<u>Applicable for RINL Coal A</u>)	0.25% of the FOBT Price OR US\$ 0.20; whichever is higher

Sl. No.	Parameter	Basis for application of Penalty in price for evaluation in respect of deviation from the Maximum / Minimum Guaranteed / Desired limits	Penalty in price in US Dollars per MT
2	Ash	Penalty for every 1% (fractions prorata) increase in Ash content in excess of the Desired specification of 8.0% Max. upto absolute max. limit of 14%.	<p><u>Ash Content >8% to 10%</u> 1.50% of the FOBT Price OR US\$ 1.25; whichever is higher</p> <p><u>Ash Content >10% to 14%</u> 6.0% of the FOBT Price OR US\$ 5; whichever is higher</p>
3	Sulphur	Penalty for every 0.1% (fractions prorata) increase in Sulphur content in excess of the Desired specification of 0.6% upto absolute max. limit 1.1%	1.45% of the FOBT Price OR US\$ 1.00; whichever is higher

6.6.1 Tenderers are required to quote their prices on the basis of a guaranteed Total Moisture (TM) content of 10% (on “As received” basis). A penalty of 1.0% of the quoted CFR (FO) price shall be applied for each increase in TM content over 10% (fractions pro-rata), in case price is quoted for a Total Moisture content of above 10% with an Absolute Maximum limit of 13%.

6.7 RINL-VSP shall have the option of conducting SRM Live Auction (Reverse E-Auction) in SAP-SRM platform. All enlisted/registered vendors of RINL would be provided User ID and Password for participating in RINL E-Auction. If any new Bidder, who wish to participate is not presently enlisted with RINL or not having User ID & Password, can obtain the same by clicking on “[New Vendor? Initial Registration](#)” available in the home page of our SRM portal, by providing requisite details, well before the due date for submission of tender.

6.8 All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP’s SRM portal <https://srm.vizagsteel.com/w> with the same User ID and Password. User manual for participation in e-auction is available in our portal mentioned above.

RINL will inform all the TA & CA Tenderers of the date and time of reverse e-auction for participation. **Modalities of evaluation of Landed Net of Input Tax Credit Price (LNIP) is given at Clause 6.9.** After the Reverse e-auction is conducted, the lowest bid tenderer shall submit the break-up of LNIP in the format of our Illustration immediately after completion of reverse e-auction. After the Reverse e-auction is conducted, upon intimation from RINL, all the TA & CA Tenderers shall forward the password within 24 hours through email for opening the Price Bid as submitted along with their Techno-Commercial offer.

6.9 Based on the prices so received through reverse e-auction and the Price Bids, a composite comparative statement shall be made considering the lower of prices of the Price Bids and reverse e-auction of all the TA & CA Tenderers irrespective offered quantity and DWT of the shipment. Placement of orders shall be considered on the L-1

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

Sample Calculation of Landed Net of Input Tax Credit Price (LNIP):

Sample Calculation of Landed Cost for Imported MET. Coal			
S. No.	Details		Price
1	Quoted FOB Price in US\$/MT (say)		100.00
2	Freight to Gangavaram Port (GPL) in US\$/MT (say)		10.00
3	CFR Price in US\$/MT (S.No. 1 + 2)		110.00
4	CFR Price in Rs./MT (S. No. 3 * Exchange Rate)		9,106.90
5	Insurance - @ Rs.28.5 per Lakh*		2.60
6	GST on Sl. No. 5 in Rs./MT	18.00%	0.47
7	CIF Price in Rs./MT (S. No. 4+5+6)		9,109.96
8	DUTY STRUCTURE		
9	Customs Duty @ 2.5% on AV in Rs./MT (S.No. 7 * 2.5%)	2.50%	227.75
10	Social Welfare Surcharge @10% on CD in Rs./MT (S.No.9 *10%)	10.00%	22.77
11	IGST @ 5% of (7+9+10) in Rs./MT	5.00%	468.02
12	GST Cess on Coal @ Rs.400/MT on Gross Wt.		400.00
13	Total Duty + Cess in Rs./MT (S.No. 9+10+11+12)		1118.55
14	Amount payable for import clearance of Cargo in Rs./MT		1118.55
15	CIF Price incl. of Duties & Cess in Rs./MT (S.No. 7+14)		10,228.51
16	HANDLING CHARGES in Rs./MT		251.30
17	GST on Sl. No. 16 in Rs./MT	18.00%	45.23
18	TOTAL HANDLING CHARGES in Rs./MT		296.53
19	Landed Price in Rs./MT (S.No 15 +18)		10,525.04
20	GST @ 5% on Ocean freight in Rs./MT (Sl. No.2 * 5% in Rs.)	5.00%	41.40
21	Final Landed Price in Rs./MT (S No 19 + 20) (Rounded off to second decimal)		10,566.44
22	Landed Net of Input Tax Credit Price (LNIP) in Rs./MT (S.No 21-6-11-17-20) (Rounded off to second decimal)		10,011.32
23	Landed Net of ITC Price (LNIP) in USD/MT (S.No.22 / Exchange Rate)		120.92
24	Exchange rate as on 21.02.2023 in SAP (M Rate) :		82.7900

* Subject to change based on the Country of Origin / Port of Loading

Note: Exchange rate (the 'M' rate {Forex Market Rate as obtained through RINL appointed Financial Services Company} on the working day before schedule date of Reverse e auction) as available in the auction screen at the time of Reverse e-auction shall be considered for evaluation of the offers of both Reverse e-auction and Price Bids for making the composite comparative statement.

In case RINL opts for Price Bids, Exchange rate (the 'M' rate {Forex Market Rate as obtained through RINL appointed Financial Services Company}) as on the working day before the date of opening of Price Bids shall be considered for evaluation.

7.0 INDICATION OF BASIC SHIPPING TERMS AND CONDITIONS:

7.1 The detailed Shipping terms and conditions including the Demurrage / Despatch Money as per the Shipping terms of the relevant Annexure to Draft Agreement enclosed to this Tender document at **Part-VII**.

- 7.2 Tenderer should submit the Dead Weight Tonnage (DWT) of the shipment from which the quoted quantity is being supplied.
- 7.3 Tenderers should submit the Shipping / Load port details as per Proforma at **PART - X** of Tender document along with Techno-Commercial Bid (**VOLUME-I**).
- 8.0 INDIAN AGENT COMMISSION:**
- 8.1 RINL / VSP would not like the foreign Tenderers to appoint any Indian agents. In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.
- 8.1.1 The name and address of the Indian agent.
- 8.1.2 Details of services rendered by the Agent; extent of authorisation and authority given to commit the Tenderer; the amount of commission / remuneration included in the quoted FOB price for such Indian agent, shall be furnished in **PART - IX in terms of percentage of FOB(T) price.**
- 8.1.3 Confirmation of the Tenderer that the commission / remuneration, if any, payable to his Indian agent, shall be paid by RINL / VSP in India in Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reuters on the previous working day of B/L Date and shall not be subjected to any further exchange variations and shall **be paid only in Indian Rupees after deducting statutory dues, Income Tax, if any. In case of such deductions,** necessary certificate shall be issued as per government notification/ law of the land. In addition, any other relevant detail as may be asked for by RINL / VSP subsequently, shall also be furnished by the Tenderer.
- 8.1.4 There shall be compulsory registration of Indian agents with RINL / VSP. Information shall be sent to the Indian agents after they are registered.
- 8.1.5 The Indian agents commission, if any, should be included in the quoted prices and indicated separately in **PART - IX in terms of percentage of FOB price. Further, the tenderer shall mention whether GST is applicable on the said Indian Agent Commission or otherwise. If applicable, the same shall also be included in the quoted FOB price.**
- 8.1.6 Failure to furnish correct and detailed information as called for in **Clause 8.1 herein above, in the proforma at PART - IX** of this Instructions to Tenderers, will render Tenderer's bid liable for rejection or in the event of an agreement materialising, the same is liable for termination by RINL / VSP. Besides this, there would be a penalty of banning business dealings with RINL / VSP or damage or payment of a named sum.
- 8.1.7 In the event of an Agreement materialising, the terms of payment will provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which will, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Load port (for FOB shipments) and Disport (for CFR shipments).
- 8.1.8 The Indian Agent shall represent only one Tenderer in the Tender. In case, it is found that the Indian Agent is representing more than one Tenderer then all the offers represented by this Indian Agent will be rejected.
- 8.1.9 Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in the tender but not both. In case more than one offer is received from a Principal directly and through his agents, both the offers will be rejected.
- 9.0 LOADING ON ACCOUNT OF DEVIATIONS:**

In case an offer with deviations is considered further, it shall be loaded suitably for the purpose of comparison of with other offers. The loading shall be done based on the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final.

10.0 VALIDITY OF THE OFFER : Each Tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **45 (Forty Five)** days from the actual date of Tender opening.

11.0 TENDER STATEMENT OF DEVIATIONS:

11.1 Each Tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **PART - V** of Tender documents, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno-Commercial Bid – **VOLUME-I**.

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

11.3 No revision in the terms and conditions of the offer will be entertained after the Tender opening.

11.4 In case the deviation statement is left blank and / or any Bid is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Tender document.

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

12.1 Offers should be submitted in two parts as follows:

	Form of submission	Due date & time
VOLUME-I: Techno-Commercial Bid duly physically signed and stamped on all the pages or digitally signed.	By email to ketha_mm@vizagsteel.com, as per the instructions given in this Tender document	10:30 AM on 24.04.2024
VOLUME-II: Price Bid as per Part-XIV As separate PDF (with password protection) duly physically signed and stamped on all the pages or digitally signed	By email to ketha_mm@vizagsteel.com, as per the instructions given in this Tender document	10:30 AM on 24.04.2024

Note: In case of non-submission of any one of the two parts / PDFS mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.

VOLUME-I should contain all details on Technical specification, Credential Documents, other information / data and Documents required to be furnished with the Tender.

- 12.2 Each part of the Techno Commercial offer together with its enclosures should be submitted through e-mail to "ketha_mm@vizagsteel.com" duly mentioning the "Tender for supply of **Imported Hard Coking Coal** against Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024** in the email body and PDFs should also bear the following name:

PDF-I : TECHNO-COMMERCIAL BID (the pdf need not be password protected)

PDF-II : **PRICE BID** (the pdf should compulsory be password protected) and the there should not be any mention of the password anywhere in the tender.(**VITAL**)

- 12.3 Both the above PDFs should be attached in an single email, and forwarded to the email id "ketha_mm@vizagsteel.com" and the email body should find mention the following details:

"OFFER IN RESPONSE TO TENDER No. **Pur.24.17.0006/0002 Dt. 18.04.2024**". The name and address of the Tenderer along with the contact details of the concerned should also be mentioned in the email body.

- 12.4 **The offers received by RINL / VSP, which deviate from the VITAL conditions of the Tender, as specified below, will not be considered,**

- a) *Incomplete offers, not appending signature on the offer and the prescribed formats.*
- b) *Receipt of offers after the due date and time.*
- c) *Variable price being quoted against requirement of firm price,*
- d) *Offers not accompanying the requisite Bid Security Declaration in line with the Tender conditions.*
- e) *Offers not confirming to submit Performance Guarantee Bond in line with the requirement of this Tender document.*
- f) *In case of offers submitted without price bids or price bids that are not password protected or if the password of the price bid is indicated anywhere in the tender.*
- g) *Specifications falling outside the Absolute Maximum / Minimum Limits stipulated in the Tender.*
- h) *Offers not offering CFR price against this Tender.*
- i) *Non-Acceptance of the Integrity Pact exactly in line with the format enclosed.*
- j) *Offers not accompanying a Test Certificate from an Internationally Accredited Test House indicating all the parameters mentioned in the Technical Specification.*
- k) *Offers not confirming to submit Declaration Certificate as per Part-XIII of this Tender document*

- 12.5 Any revised bids either hard copy or by way of email received after the Tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from VSP.

13.0 **COMPLETENESS OF THE TENDER:**

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

- 13.2 RINL shall at its discretion give equal opportunity to all the Tenderers for clarification / rectification of any deficiencies in the Tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of Order in respect of terms, 'VITAL' / 'NON VITAL'. In case of failure to rectify the deficiencies within the time given, the Tender would be rejected / loaded as mentioned at **Clauses. 7.0, 8.0 & 10.0 above**. In case of rejection, Price response of the Tender would not be opened and EMD would be refunded. RINL / VSP shall not give time as above for submission of EMD / Bid Money / Bid Bond.

14.0 **CONTACTING THE PURCHASER:**

14.1 Subject to **Clause 13.2 above**, no Tenderer shall contact the PURCHASER on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

14.2 Any effort by a Tenderer to influence the PURCHASER in the PURCHASER's Tender evaluation, Bid comparison or contract award decision may result in the rejection of the Tenderer's Bid.

15.0 CONCLUSION OF TENDER:

15.1 When the offer of a Tenderer is accepted, the PURCHASER will issue Letter of Intent (LOI) to the successful Tenderer, prior to the expiration of the period of Bid validity, by email / fax, followed by Acceptance to Tender(A/T) by registered post or email/fax.

15.2 The letter of Intent will constitute the formation of the Contract

15.3 The terms and conditions of the A/T shall be in accordance with the draft Acceptance to Tender for supply of the MATERIAL as incorporated in **PART- VII** of these Tender Documents.

15.4 Upon the successful Tenderer's furnishing of Performance Guarantee Bond pursuant to **Clause 11.0 of PART - VII** of Tender, an unsuccessful Tenderers' Bid Bond will lapse automatically after it's validity date, or, alternatively be returned to the Tenderer if so required by it, pursuant to **Clause 7.8 of PART- I** of Global Tender document

16.0 INTEGRITY PACT: Tenderer is required to unconditionally accept the "Integrity Pact" enclosed to the Tender document at **PART - XII** to the Tender document and shall submit the same duly signed along with his offer. The Integrity Pact has to be signed by the Proprietor / Owner / Partner / Director or by their duly authorised signatory. Offers not confirming the acceptance of Integrity Pact shall not be considered.

16.1 In case of failure to submit the Integrity Pact along with the offer, (or) within the stipulated time given by the PURCHASER after opening of the Tender, duly signed by the authority as mentioned above, will disqualify the offer / bid.

16.2 The details of Independent External Monitors nominated for this Tender are given hereunder:

Sl.No.	Name of the Independent External Monitor (IEM)
1	Shri. B Prasada Rao, Ex-CMD,BHEL Flat No-X-8B,Meghdutam Apartments, TGB Meghdutam,Sector-50, Noida-201301(UP) Mobile: 9810700315 e-mail: bprao1954@gmail.com
2	Shri Anil Kumar Upadhyay A-9, Second Floor, 7-Raj Narain Road, Civil Lines, New Delhi- 110054. Mobile: 9971130123, 9425136782 e-mail: anilapccf@gmail.com

16.3 The Nodal officer for the purpose of Integrity pact shall be:

Sri. VV Somaraju, General Manager (MM),
MM Dept., 3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,

17.0 ETHICS:

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

17.2 The Company requires that Tenderers / Suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the Tenderer recommended for award had engaged in corrupt or fraudulent practices in competing for the Tender in question. The Company will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

17.3 In case tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid/price bid is opened or after finalisation of contract punitive action shall be taken as per prevailing guidelines.

18.0 AMENDMENT TO TENDER TERMS AND CONDITIONS:

18.1 At any time prior to the deadline for submission of the bids, the PURCHASER may, for any reason, modify the Tender terms and conditions by way of an amendment.

18.2 Such amendments will be notified on RINL's website www.vizagsteel.com and will be binding on the Tenderers. The intending Tenderers are, therefore, advised to visit RINL's website at regular intervals.

19.0 Gist of User Manual for E-auction in SAP-SRM

Open VSP's SRM portal <https://srm.vizagsteel.com>

- Existing Users / Vendors may Login with their SAP Vendor Code as User ID & corresponding Password.
- New Users/ Vendors may register by clicking on "New Vendor? [Initial Registration](#)" available in the home page of our SRM portal, by providing requisite details.
- After logging in, Click on "RFX and Auctions" tab

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

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

Help Desk for SRM E-Procurement and E-Auction

1. System related Queries:

- a. First Contact: **0891-2518646**, Shift In-charge, IT-ERP System Support Group
- b. Second Contact: **1801425421124**, In-charge, SRM (works only from BSNL Landline or Mobile)
- c. First Escalation: **+91 7815913742**, ARUN KUMAR S, Dy. General Manager (IT&ERP)
- d. Second Escalation: **+91 9701347881**, M VINAY KUMAR, Sr.Manager (IT&ERP)

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

For tender related queries, contact

Abhishek Chowdhury (+91 9701347740) or Abdur Rahman Fahd (+91 9701443444)
a_chowdhury@vizagsteel.com fahd.rahman@vizagsteel.com

or

K Sreenivasa Rao (+91 9618484858) or K Venkateswara Rao (+91 9959233369)
kandregula@vizagsteel.com ketha_mm@vizagsteel.com

20.0 Clarification of Tender Terms and conditions:

20.1 A prospective Bidder requiring any clarification of the **Tender Terms and conditions** may notify the Purchaser in writing or by fax / email at the Purchaser's mailing address indicated in this Tender document. The Purchaser will respond in writing or by fax / email to any request for clarification of the Tender document which it receives not later than seven (7) days prior to the deadline for the submission of bids prescribed by the Purchaser.

**LETTER OF ACCEPTANCE OF THE TERMS AND CONDITIONS
MENTIONED IN THE TENDER**

To

GENERAL MANAGER (MM) I/c,
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031.

Dear Sir,

Sub: Your Tender Notice **No. Pur.24.17.0006/0002 Dt. 18.04.2024**

With reference to your Tender Notice **No. Pur.24.17.0006/0002 Dt. 18.04.2024** for supply of 'Imported Coking Coal', we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

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

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

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

****** Strike off whichever is not applicable.

Enclosure to the letter confirming acceptance of Draft Terms and Conditions of Order

STATEMENT OF DEVIATIONS

Sl. No.	Condition	As per Clause No.	Acceptance / Deviation
1	Delivery Period	2.2 of Part-VII	
2	BLANK		
3	FOB / CFR Option for shipment	2.2.1 & 2.2.2 of Part-VII	
4	Rebate / diminutions in price for quality variations	6.0 of Part-VII	
5	Reduction of weight based on Moisture	7.0 of Part-VII	
6	Payment Terms	9.0 of Part-VII	
7	Submission of Performance Guarantee Bond	11.0 of Part-VII	
8	Load rate	8.0 of Annexure-IIA to Part-VII	
9	Demurrage / Dispatch for FOB	16.0 of Annexure-IIA to Part-VII	
10	Discharge rate	7.0 of Annexure-IIB to Part-VII	
11	Demurrage / Dispatch for CFR	9.0 of Annexure-IIB to Part-VII	
12	Integrity Pact	Part-XII	
13	Sampling and Analysis	5.0 of Part-VII	
14	Any other condition to be specified by the Tenderer for deviations		

.....
Signature and Seal of the Tenderer

PART- VI OF GLOBAL TENDER NOTICE No. Pur.24.17.0006/0002 Dt. 18.04.2024
**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO-
COMMERCIAL BID (PART- A) OF THE OFFER**

1. Name of the Tenderer :
2. Address & Email for correspondence :
3. Quantity offered :
4. Name of Mine Owner / Address :
Email address of mine owner :
5. Authorisation letter from Mine Owner :
6. Origin :
7. Nature of Production :
8. Confirmatory letter from Tenderer regarding :
commission payable to Indian Agent
9. Letter of Acceptance of terms & conditions of ITT:
- 10 Acceptance that the quantity offered at (2) above
is from a single shipment & the DWT of the shipment
from which the quoted quantity is being supplied :
- 11 Acceptance of Tech. Specifications :
- 12 . Acceptance of rebate / diminution of structure :
13. Acceptance to PURCHASER exercising option for FOB or CFR shipment :
14. Whether Price Bid submitted :
15. Submission of Test certificate from
Internationally Accredited Test House along with
accreditation certificate of the Test House
authorized by IAF/ ILAC :
16. Delivery schedule for the offered quantity :
17. Acceptance of Payment Terms :
18. Firmness of the Price till completion of supplies :
19. Acceptance to submit Bid Bond :
20. Acceptance to submit Performance Guarantee :
21. Acceptance & Submission of signed Integrity pact :
22. Details of Load port :
23. Declaration regarding Income Tax :

(Name & Signature of the Tenderer)

24. Validity of offer :

25. Acceptance to other Terms & Conditions of Draft Agreement to the Global Tender Document :

26. Name & Address with Contact Nos. / e-mail of the Internationally reputed Inspection Agency for carrying out Sampling & Analysis at Load port

27. Submission of Credentials :

- a) Notarised Copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency.
- b) Self Certified copies of Audited financial statement for the last three years of their company
- c) Self Certified copies of Other Credentials like ISO Certificates etc.
- d) Self Certified copies of List of Purchase Orders / Contracts for the same or similar items executed by the Tenderer in respect of other major customers **(or)** Self certified copies of Bill of Ladings

28. Submission of Tenderer's Declaration Certificate (Part XIII) :

(Name & Signature of the Tenderer)

DRAFT ACCEPTANCE TO TENDER FOR THE SUPPLY OF 'IMPORTED COKING COAL'

Pur. 24.17.0006/.....

Dt.

M/s_____

Dear Sir,

Sub: Acceptance to Tender No.Pur.24.17.0006/....., Dt.... (Agreement)

Ref:1)Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024**

2) Your offer No.

Rashtriya Ispat Nigam Ltd (RINL), herein after referred to as the **PURCHASER**, is pleased to place this Acceptance to Tender on M/s.....herein after referred to as **SELLER**, for supply of **Imported Hard Coking Coal**, herein after referred to as **MATERIAL**, as per the following terms and conditions.

1.0 MATERIAL:

1.1 The SUPPLIER shall sell and the PURCHASER shall buy a total quantity of _____MT (In words_____) metric tons (of one thousand kilograms each), of _____ hereinafter referred to as the MATERIALS, in conformity with the Technical Specifications incorporated in **ANNEXURE - I** to this Agreement and which shall constitute an integral part of this Agreement, for use in Coke Making for iron making. The quality of the Imported Hard Coking Coal to be supplied under this Agreement shall under no circumstances be inferior to the Technical Specifications as contained in **ANNEXURE - I** to this Agreement .

2.0 DELIVERY :

2.1 The delivery of the entire quantity shall be from a single shipment .

2.2 **RINL/VSP intends to take the delivery by end of April'24. However, the tenderer should offer their best possible delivery period with** the start date of laycan shall be within 15 days from date of LOI (or) A/T whichever is earlier as per the schedule required by RINL / VSP for 75,000MT+/-10% of part thereof..

In case of High Sea Sales, the vessel has to arrive at Gangavaram Port and tender valid NOR on or before 15 days from the date of LOI / A/T, whichever is earlier.

However, RINL / VSP reserves the right to postpone the delivery upto a period of 1 month beyond the contracted delivery period, without assigning any reason and without any additional financial implication to the Purchaser.

Immediately after issuance of the LOI (or) A/T, the Seller shall submit the PBG within 15 days of the issue of the LOI / A/T, whichever is earlier. The Purchaser shall intimate the Laycan for all the shipment/s in such a manner that the start date of the Laycan shall be minimum 15 days from the date of such intimation and Seller shall confirm the Laycan within two working days.

The Seller may propose an alternate laycan for Purchaser's consideration, but the start date of such alternate laycan shall not be prior to 10 days nor later than 15 days from the date of the Purchaser's notice for laycan confirmation.

2.2.1 RINL shall place Letter of Intent (LOI) and / or Acceptance to Tender for delivery of shipment normally on FOB basis. At its sole discretion RINL / VSP shall take delivery of the shipment either on FOB basis or CFR basis.

In the event, the confirmation is delayed beyond a reasonable time by the Purchaser, then the laycan shall be mutually extended to the extent of the delay.

2.2.1 (a) In case of High Sea Sales, RINL shall place Letter of Intent (LOI) and / or Acceptance to Tender for delivery of shipment on CFR (FO), Gangavaram Port / Visakhapatnam Port, India basis.

2.2.2 Upon confirmation of FOB / CFR:

For FOB terms: the PURCHASER shall arrange for chartering suitable vessel for taking delivery of the MATERIAL on the basis of FOB (Trimmed) Port of Loading and shall endeavor to nominate the vessel at least 2 weeks in advance from the start of the laycan. The Seller shall load the material and effect delivery within the delivery period.

For CFR terms: the SELLER shall charter suitable vessel at least 2 weeks in advance from the start of the laycan and deliver the material from the agreed loadports within the delivery period.

In case of High Sea Sales, the SELLER shall forward the details of the vessel confirming to the clause 1.0 of Annexure - IIB to the Agreement within 2 calendar days from date of LOI (or) A/T whichever is earlier, and the Purchaser shall confirm the vessel acceptance or otherwise within 2 working days from the date of such intimation.

Upon acceptance of the vessel, the Seller shall arrange to deliver the material on CFR, Gangavaram Port, India basis, as brought out above.

3.0 PRICE:

(a) **FOB Price:** The Final FOB Price (Trimmed) Named Load Port of the Material in US\$ PMT to be supplied against this Agreement shall be firm and fixed as set out below:

FOB Price = US\$ ___ PMT

(b) Freight Rate: US\$ ____ PMT Gangavaram Port (GPL) / Visakhapatnam Port (VPT)

In case of High Sea Sales,

(a) The final CFR (FO), Gangavaram / Visakhapatnam Port, India Price in US\$ PMT to be supplied against this Agreement shall be firm and fixed as set out below:

CFR (FO) = USD _____ per MT
(FOB(T) Price = US\$ ___ PMT)

(c) **INDIAN AGENT COMMISSION:** The above price is inclusive of commission of US\$/INR/MT (___ per Metric Ton), payable in equivalent Indian Rupees on the basis of net invoice weight, to M/s _____, the Indian Agent of the SUPPLIER. The Indian Agent's Commission, under normal circumstances, shall be paid to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Load port (for FOB shipments) and Disport (for CFR shipments). The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per Reuters on the previous working day of B/L Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting statutory dues, Income Tax, if any. In case of such deductions, necessary certificate shall be issued as per government notification / law of the land.

4.0 INSURANCE:

4.1 The PURCHASER shall, at his own expense arrange for suitable marine insurance cover for the entire MATERIAL to be delivered by the _____, a Company incorporated in _____ and having its registered office at _____ herein after called the SUPPLIER.

4.2 For the purpose of insurance, the SUPPLIER shall within (1) intimate to the PURCHASER through FAX/email (email : vinodh_mm@vizagsteel.com; mbhagat@vizagsteel.com ; schoudhury@vizagsteel.com, Fax:+91 891-2518753/2518756and(Insurance Company) as and when loading commence at port of loading or vessel is

accepted by Purchaser, whichever is later, with details such as Agreement, name of the Vessel, port of loading, provisional quantity to be loaded and value etc; and also (2) two working days from the date of Bill of Lading intimate to the PURCHASER by Fax/email (email : vinodh_mm@vizagsteel.com; mbhagat@vizagsteel.com ; schoudhury@vizagsteel.com, Fax: +91 891-2518753 / 2518756) and _____(Insurance Company), the Acceptance to Tender number, the port of loading, the name of the Vessel, the quantity of the MATERIAL loaded on the Vessel as per Load port Draught Survey Weight and value thereof, the Bill of Lading Number and date, the date of sailing of the Vessel, the name of the destination port and the expected date of arrival of the Vessel at the destination port. The SUPPLIER shall fax the message twice to ensure clear receipt of the message by the PURCHASER.

5.0 SAMPLING AND ANALYSIS :

5.1 AT LOAD PORT AT THE TIME OF LOADING:

5.1.1 The SELLER shall, at his own expense, arrange to carry out at the loadport, the Sampling and Analysis of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the American Society for Testing and Materials (ASTM Specifications) / Specifications of the International Organisation for Standardisation (ISO Specifications), through the independent inspection agency at the loadport, as approved by the PURCHASER. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the Sampling and Analysis by the independent inspection agency at loadport and may also obtain a part of the Loadport sample for testing. The SELLER shall provide necessary assistance in this regard to the PURCHASER'S representative(s).

5.1.2 The Gross Sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of loadport analysis, shall be divided into three parts.

5.1.3 The First part of the composite sample shall be used by the independent inspection agency at loadport for determination of the loadport analysis.

5.1.4 The Second part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in a suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE".

5.1.5 The Third part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in a suitably packed and sealed condition and shall be treated as "LOAD PORT REFEREE SAMPLE".

5.1.6 The SELLER shall ensure that the PURCHASER SAMPLE and LOADPORT REFEREE SAMPLE are prepared in such a manner that the quantity of sample is adequate to analyse all the technical parameters specified in **ANNEXURE – I** to the Agreement.

5.1.7 The SUPPLIER shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the Independent Inspection Agency at the Load port. The Test report for each Vessel loaded should contain all parameters indicated in the **ANNEXURE – I** to the Agreement(Part-VII of this Tender).

5.1.8 The Certificate of Sampling and Analysis shall be prepared in 8 (eight) copies, of which 6 (six) copies shall be airmailed by the SUPPLIER to the PURCHASER within 7 (seven) working days from the date of Bill of Lading in respect of each consignment and the remaining 2 (two) copies shall be submitted by the SUPPLIER along with other documents for drawing payment.

5.1.9 The Certificate should clearly specify that the Coal loaded on the Vessel, sample of which was analysed by the Independent Inspection Agency at Load port is '-----
' brand of Coking Coal from the -----Mine in -----

5.1.10 On no account, the Coking Coal with Technical Specifications falling beyond the Absolute Maximum / Minimum Tolerance Limits mentioned in the Agreement shall be delivered.

5.1.11 For the purpose of this Agreement, the results of analysis of the MATERIALS carried out by the approved independent inspection agency at Load port, shall be final and shall form the basis of the SUPPLIER'S invoice.

5.2 AT DISCHARGE PORT AT THE TIME OF UNLOADING:

5.2.1 The PURCHASER and the Supplier, at their respective costs, through Independent Inspection Agencies of International repute appointed by the PURCHASER and the Supplier, will carry out at the Discharge Port, the sampling of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications). The Independent Inspection Agency appointed by Seller shall witness the Sampling carried out by Independent Inspection Agency appointed by Purchaser. The Analysis Certificate of joint sample shall also indicate the parameters as mentioned at **Clause 5.1.7 above**. The sample shall be divided into four parts, one each for the Supplier and the PURCHASER, one for the Analysis as above and one Umpire Sample.

5.2.2 In case the Seller desires to appoint their Independent Inspection Agency for witness of the Sampling activity at the discharge port, then the details of the Independent Inspection Agency are to be informed to Purchaser atleast minimum three days before arrival of the vessel. In case Independent Inspection Agency is not deputed to witness the Sampling activity by the Supplier, the Independent Inspection Agency appointed by the PURCHASER shall proceed with the Sampling and without any further reference to the Seller.

6.0 REBATE / DIMINUTION STRUCTURE:

6.1 For any deviations noted from the certificate of Sampling and Analysis with respect to the Specifications Guaranteed by the Supplier as laid down in the Agreement, the SUPPLIER shall allow rebate(s) / diminution(s) in price in his invoice(s) covering the delivery of MATERIALS in the consignment where such deviations are noticed, as specified below:

Sl. No.	Parameter	Basis for application of Penalty in price for evaluation in respect of deviation from the Maximum / Minimum Guaranteed / Desired limits	Penalty in price in US Dollars per MT
1	MMR	Penalty for every 0.01% (fractions prorata) increase in excess of Desired max. limit upto absolute max. limit (<u>Applicable for RINL Coal A</u>).	0.25% of the FOBT Price OR US\$ 0.20; whichever is higher
2	Ash	Penalty for every 1% (fractions prorata) increase in Ash content in excess of the Desired specification of 8.0% Max. upto absolute max. limit of 14%	<u>Ash Content >8% to 10%</u> 1.50% of the FOBT Price OR US\$ 1.25; whichever is higher <u>Ash Content >10% to 14%</u> 6.0% of the FOBT Price OR US\$ 5; whichever is higher
3	Sulphur	Penalty for every 0.1% (fractions prorata) increase in Sulphur content in excess of the Desired specification of 0.6% upto absolute max. limit 1.1%	1.45% of the FOBT Price OR US\$ 1.00; whichever is higher

Sl. No.	Parameter	Basis for application of Penalty in price for evaluation in respect of deviation from the Maximum / Minimum Guaranteed / Desired limits	Penalty in price in US Dollars per MT
4	Total Moisture	Provisions in Clause 7 will govern.	

6.2 No bonus / increment will however be applicable for improvement in Specifications observed over the values offered and guaranteed by the Supplier

6.3 The Absolute Maximum / Minimum limits specified in the Technical Specifications are provided for deviations from the Guaranteed Specifications in exceptional cases only. For such deviations from Guaranteed Specifications in exceptional cases subject to the Absolute Maximum / Minimum Limits, the Supplier shall allow the rebates in price to RINL on the delivery of such material. In no case the material shall be supplied with specifications beyond these Absolute Maximum / Minimum limits.

6.4 Load port analysis shall be final for dispatch, acceptance of the material, payment and for calculation of rebate / diminution.

7.0 CHARGEABLE WEIGHT:

7.1 AT LOAD PORT:

7.1.1 The SUPPLIER shall, at his own cost, determine the weight of the MATERIALS delivered at the Load port by means of draught survey which shall be conducted by the Independent Inspection Agency at the Load port, appointed by the SUPPLIER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Load Port Draught Survey Weight.

7.1.2 Where the Total Moisture (on "as received" basis) in the MATERIALS as disclosed in the Certificate of Sampling and Analysis at Load port exceeds the Guaranteed Limit, the Chargeable Weight at Load port for arriving at the estimated value of the material shall be calculated by reducing the Load port Draught Survey Weight @ 1.3% of FOB value for every 1.0% increase (fractions prorata) of Total Moisture over Guaranteed Limit subject to the Absolute Maximum Limit for shipments on FOB(T) basis and @ 1.0% of CFR value for every 1.0% increase (fractions prorata) over Guaranteed Limit subject to the Absolute Maximum Limit for shipments on CFR basis.

7.2 AT DISCHARGE PORT:

7.2.1 The PURCHASER shall, at his own cost, determine the weight of the MATERIALS delivered in each consignment at the Discharge Port by means of draught survey which shall be conducted by the Independent Inspection Agency (through approved marine surveyors) appointed by the PURCHASER who shall issue the Certificate of Disport Draught Survey Weight. The SUPPLIER may, at his option and at his own expense, depute his representative to be present at the time of determination of the Disport Draught Survey Weight.

7.2.2 If the Destination Port Draught Survey Weight is less by more than 2% (Two percent) of the SUPPLIER'S Invoice weight, the matter shall be jointly investigated by representatives of both the PURCHASER and the SUPPLIER and the PURCHASER shall be compensated accordingly

8.0 QUALITY AND WEIGHT VARIATIONS MATERIAL DIFFERENCES:

8.1 If at any time during the currency of this Agreement , there are significant variations between the weight and quality of the Materials stipulated in **ANNEXURE - I** to Draft Agreement of the Tender Document and the analysis at the PURCHASER's end, the PURCHASER and

the SUPPLIER shall meet within a specific time frame of 3 to 4 weeks from the date of intimation of such discrepancies by the PURCHASER to the SUPPLIER, to investigate the reasons for such discrepancies and to arrive at a mutually agreeable settlement of issues as may have risen out of the discrepancies.

8.2 The Purchaser may request the SELLER to send the PURCHASER SAMPLE as mentioned in **Clause 5.1.4 herein above**, to a designated Inspection Agency at no additional cost to the PURCHASER. The PURCHASER may carry out analysis on the sample. The cost of analysis would be borne by the PURCHASER.

8.3 In case the PURCHASER on analysing the PURCHASER SAMPLE finds the results to be at adverse variance from the Loadport analysis beyond the permissible variance indicated in **ANNEXURE - I A** to this Agreement, the PURCHASER shall report such discrepancy to the SELLER and the PURCHASER and the SELLER shall meet to investigate the reasons for such discrepancies in order to reach a mutually agreeable solution.

8.4 In case the SELLER contests the validity of the analysis results of the PURCHASER SAMPLE, the SELLER shall forward the LOADPORT REFEREE SAMPLE for Umpire analysis for properties showing such adverse variance, to an Independent internationally reputed Inspecting Agency viz.

Verum Group (formerly known as M/s CRL Energy Ltd.), 97 Nazareth Ave, Christchurch, New Zealand, PO Box 29415, Christchurch, New Zealand), Contact Person: Mike Young, Telephone: +64 3 341 2754, Mobile: +64 2 747 13165, email: m.young@verumgroup.co.nz

(Or)

DMT GmbH & Co., KG, Coke Making Technology, AmTechnologiepark 1, 45307 Essen, Germany. Tel No. +49 201 172 1789 / 1563, email: Dmtinfo@dmt.de.

The Umpire's finding, which shall be promptly obtained, shall be final and binding on both parties. The cost of Umpire analysis shall be borne by the losing party.

8.5 In case the Umpire analysis of the LOADPORT REFEREE SAMPLE is at adverse variance as mentioned herein above, the PURCHASER and the SELLER shall mutually make an assessment of the loss suffered by the PURCHASER and the PURCHASER shall be entitled to rebate/ diminution in price in respect of the said consignment on the basis of this assessment.

Note: Name and Address of the Independent Inspection Agency at Load port is

9.0 PAYMENT TERMS:

9.1 Payment shall be made after Load-port Sampling and Analysis for 100% freight (if CFR) and 100% value of the material under an Open Account System on the 90th (Ninetieth) day from the date of receipt of the documents, in Original, by the PURCHASER as mentioned in Clause 9.3.3 below, based on;

- (i) the Price arrived at after reduction for Rebates on account of Quality Variations observed in Load-port Sampling and Analysis and Indian Agent's Commission (if any).
- (ii) the Chargeable Weight at Load-port.

Any other payment offered by the tenderer in deviation to the above payment term shall be suitably loaded for evaluation

9.2 The Indian Agent's Commission, if any, under normal circumstances, shall be made after 90 (Ninety) days of discharge and acceptance of the cargo by each Vessel at the destination port in India and on settlement of demurrage / despatch claims relating to the Load port and Disport between the PURCHASER and the Supplier, on the basis of the Chargeable Weight at Disport. No Indian Agent's Commission shall be payable in case of material found beyond Absolute Limits.

9.3 MODE OF PAYMENT:

9.3.1 The PURCHASER shall make payment to the SELLER under an Open Account system into the SELLER's Bank Account.

9.3.2 All bank charges at the SUPPLIER's end (i.e. all bank charges outside India) shall be borne and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be borne and paid for by the PURCHASER.

9.3.3 Payment by the PURCHASER in favour of the SUPPLIER under this Agreement shall be made under Open Account system on the 90th (Ninetieth) day from the date of receipt of the documents, in Original, by the PURCHASER as mentioned below:

a) 2/3 set of original Clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Transport and Shipping Dept., Administrative Building, Visakhapatnam-530 031".

Note: For FOB shipments - Charter Party Bill(s) of lading marked "freight to be paid as per Charter Party" will also be acceptable. For CFR shipments – Bill of Lading should be marked "freight prepaid".

b) Signed Commercial Invoices for payment as at **Clause 9.1 above** containing the reference of the Agreement certifying that the MATERIAL shipped is strictly in conformity with the Agreement - in quadruplicate.

c) Certificate of Sampling and Analysis issued by the Independent Inspection Agency at Load port – in duplicate. Payment will not be released if the analysis result of any parameter exceeds the absolute maximum / minimum limit stipulated in the Agreement.

d) Load port Draught Survey Weight Certificate issued by the Independent Inspection Agency at Load port – in duplicate.

e) Certificate of Origin issued by Chamber of Commerce or a similar authority / agency – in duplicate. (In case concessional customs duty is applicable in INDIA, for material originating from a specified source (say Indonesia, etc.), then the COO should be obtained in the specified format from the designated agency to avail the concessional customs duty by RINL and the COO in Original should be sent directly to the PURCHASER along with other documents mentioned at para 9.3.4 below. (Failure to submit the COO in Original in the specified format from the designated agency for claiming concessional duty at disport by RINL, the financial implication on account of the same shall be deducted from Invoice amount / PBG amount of Seller).

f) Certificate issued by the Mining Agency who has supplied the material, certifying that they have supplied the material to the SUPPLIER for shipment by the named Vessel – in duplicate.

g) Copy of SUPPLIER's Fax advice of shipment to the PURCHASER and Insurance Company as referred to in **Clause 4.0** herein above, - in quadruplicate.

h) In case of CFR shipment, copy of the Vessel acceptance issued by the PURCHASER – in duplicate.

i) SUPPLIER'S Certificate confirming that the documents mentioned under **Clause 9.3.4 below** have been sent directly to the PURCHASER by Air Mail / Courier within seven working days from the date of Bill of Lading – in quadruplicate.

j) Copy of Notice of Readiness (NOR) issued by vessel Master / authorized agent for the shipment (for the purpose of levy of LD (if any), refer clause 12.1 of A/T)

In case of High Sea Sales, in addition to the above, the following documents are also required:

k) Copy of High Sea Sales (HSS) Agreement – in duplicate.

l) Copy of Overseas' Coking Coal Miner's Invoice duly self-attested by the Seller– in duplicate

along with Letter of Declaration that the Imported Coal Coking being supplied to RINL is purchased by the Seller vide the submitted Miner's Invoice.

m) Copy of self-attested Sales Contract between the Seller and Overseas Coking Coal Mine Owner – in duplicate.

All the shipping documents as brought out at a), c), d), e), f) and any other documents shall be endorsed by the Seller in favour of Purchaser.

9.3.4 Within 7 (seven) working days from the date of Bill of Lading or Within 2 (two) calendar days from the date of entering into the High Sea Sales Agreement, the SUPPLIER shall send copies of the documents mentioned below in respect of each shipment by Air Mail / Courier directly to the PURCHASER:

- i) One ORIGINAL Bill of Lading along with four non-negotiable copies.
- ii) Two non-negotiable copies of Commercial Invoice.
- iii) Six copies of the Certificate of Sampling and Analysis of Load port.
- iv) Two copies of Load port Draught Survey Weight Certificate.
- v) Two copies of Certificate of Origin.(in case concessional customs duty is applicable in INDIA for Material originated from the offered country of Origin, then the One ORIGINAL COO along with four non-negotiable copies in lieu of two copies of COO).
- vi) Two copies of Certificate issued by the Mining Agency.
- vii) Two copies of SUPPLIER'S Fax advice of shipment to the PURCHASER and Insurance Company for the purpose of Insurance.
- viii) Two copies of Vessel acceptance issued by the PURCHASER in case of CFR Shipments.

In addition to the above, the following documents are also be submitted in case of High Sea Sales Agreement:

ix) Two Copies of Overseas' Coking Coal Miner's Invoice, self-attested by the Seller along with Letter of Declaration on the Letter Head of the Seller that the Imported Hard Coal Coking being supplied to RINL is purchased by the Seller vide the submitted Miner's Invoice.

x) Copy of self-attested Sales Contract between the Seller and Overseas Coking Coal Mine Owner.

The documents referred hereinabove should be delivered at the following address:

General Manager (IRM & T&S)
TRANSPORT & SHIPPING SECTION,
III FLOOR, MAIN ADMINISTRATIVE BUILDING,
VISAKHAPATNAM STEEL PLANT,VISAKHAPATNAM-530 031, INDIA

9.3.5 The SELLER shall fax / e-mail the following documents to the PURCHASER within 7 working days from the date of Bill of Lading or within 2 calendar days from vessel acceptance in case of High Sea Sales: copies of signed Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Load Port Draft Survey Certificate (fax number: 0891 – 2518753 / 2518756 or e-mail at vinodh_mm@vizagsteel.com; mbhagat@vizagsteel.com ; schoudhury@vizagsteel.com).

In the event the payment due date is a not a Banking Day, the payment shall be deemed due on the next Banking Day.

In case of High Sea Sales, the following clauses shall be applicable:

9.4 Upon receipt of the documents as brought out 9.3.5 above, RINL and the Seller shall enter into High Sea Sales Agreement (HSS) within 2 (two) calendar days as per the HSS performa brought out at Annexure-IV of the Agreement.

9.5 The order shall be placed on HIGH SEA SALES basis, who is importing from foreign source.

9.6 Coking Coal Seller shall submit the Overseas' Coking Coal Miner's Invoice for the shipment self-attested by the Seller along with Letter of Declaration that the Imported Coal Coking being supplied to RINL is purchased by the Seller vide the submitted Miner's Invoice and the Sales contract between the Seller and Overseas Coking Coal Mine Owner shall be submitted at the time of signing the High Sea Sales (HSS) Agreement.

10.0 DELIVERY:

10.1 The period of delivery is the essence of this Agreement. The date of the Bill of Lading shall be the date of delivery in respect of consignment. In case of High Sea Sales, the date of the tendering the valid NOR at GPL/VPT Port shall be the date of delivery in respect of the consignment.

10.2 The SUPPLIER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the Load port(s) as to enable the nominated Vessel to off take the ordered quantity within the delivery period.

10.3 The PURCHASER shall endeavor to nominate Vessels as per the delivery period The SUPPLIER may however, accept Vessels with minor changes in laydays and quantities.

10.4 The terms of delivery of the MATERIAL shall be as per **ANNEXURE – II A** and **ANNEXURE – II B** shall constitute an integral part of this Agreement. In case of High Sea Sales, the terms of delivery of the MATERIAL shall be as per ANNEXURE – II B shall constitute an integral part of this Agreement.

10.5 For any delay in clearance at the port of destination on account of non-supply of shipping documents in time and/or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port rent etc, which the PURCHASER may become liable to pay to the authorities at the discharge port in India.

10.6 After nomination of the Vessel by the PURCHASER as stated at **Clause 10.3above** and the SUPPLIER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SUPPLIER.

11.0 PERFORMANCE GUARANTEE BOND:

11.1 The SUPPLIER shall establish a **Performance Guarantee (PG) Deposit/Bond for 5 % of the CFR (FO) value** of the contract within 15 (fifteen) days of the issue of the LOI / A/T, whichever is earlier. The Deposit shall be either by way of a Demand Draft or Banker Cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam. In case of PG bond, the bond shall be established as per the enclosed proforma at **Annexure – III of Part – VII** of the Tender Documents. The bond shall be established in favour of RINL through any nationalized bank or scheduled bank in india. In case the bank guarantee is issued by any bank outside Visakhapatnam, the same should be routed through their branch Associated Bank in Visakhapatnam and enforceable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by co-operative banks are not accepted. **The Bond shall be valid for six months from the date of last shipment against this Agreement.** No change in the prescribed proforma of B.G. shall be acceptable. Further, the Supplier is required to submit the duly filled in check list for BGs. The check list format is enclosed at **ANNEXURE - IIIA**.

11.2 The Performance Guarantee Deposit / Bond shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Supplier and the PURCHASER under the terms & conditions of the Agreement. The Supplier is to be entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Agreement.

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

11.4 Performance Guarantee Bond shall be released after six months from the date of receipt of last consignment (or) one month after consumption of the total material supplied, subject to clearance from User Department, whichever is earlier, under the Agreement and settlement of claims on account of demurrage / dispatch relating to Load port (in case of FOB shipment) and disport (in case of CFR shipment), for all shipments on account of overloading / demurrage in case of last dispatch under the order.

11.5 The Seller shall obtain Bank Guarantee from Branches of Banks (Scheduled Commercial Bank/ Nationalized Bank etc. as specified in the tender) which are having SFMS Facility.

11.6 The Details of BG Advising Bank for sending confirmation of BGs in Structured Financial Messaging System (SFMS) mode is given below:

Bank : State Bank of India ,Commercial Branch

IFSC Code : SBIN0014407

Address : 43-29-54/8, Balaji Metro Chambers,
Dondaparty, Visakhapatnam – 530016.

SWIFT : SBININBB745

In case of New BG, SFMS Message type (MT) should be “760” and in case of Extension or Amendment SFMS Message type (MT) should be “767”

(In case, another Bank is identified by Management as Advising Bank either for HQ or for Branches for confirmation of Bank Guarantee through SFMS mode that bank details will be informed.)

11.7 The email address of issuing bank and local enforcing bank to be indicated along with their addresses in the BG format.

11.8 Scanned Copy of Original BG along with SFMS Message should be forwarded by issuing Bank to the following email Ids:

a_chowdhury@vizagsteel.com, kandregula@vizagsteel.com and ketha_mm@vizagsteel.com

11.9 All Bank Charges levied by Advising Bank for confirmation of BGs in SFMS mode relating to Seller are to RINL Account.

12.0 LIQUIDATED DAMAGES:

The date of the Bill of Lading (or date of the tendering of valid NOR in case of High Sea Sales) shall be the date of delivery in respect of each consignment. In the event of the SELLER'S failure to deliver (Bill of Lading(B/L) date) the MATERIAL within the time(s) as agreed to or within 7 days from the date of tendering of Notice of Readiness (NOR) at the loadport, against a vessel nominated in a mutually agreed laycan, due to any reason whatsoever, the SELLER shall have to pay as liquidated damages (and not by way of penalty) to the PURCHASER from 8th day, a sum equivalent to half percent of the price of any MATERIAL as per the quantity mentioned in the Bill of Lading of the vessel concerned which the SELLER has failed to deliver, as aforesaid, for each and every week (part of a week being treated as a full week) provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Clause 24.0 herein below**. The maximum amount of Liquidated Damages levied on any shipment will be 10% of the value of the MATERIAL in that shipment. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

Note :

- (1) In case of CFR shipment, NOR cannot be later than last date of the agreed laycan unless agreed by the Purchaser.
- (2) In case of FOB shipment, if the delay in commencement of loading against a vessel nominated in a mutually agreed laycan
 - a) is attributable to the vessel, then LD shall not apply for the said period.
 - b) has already crossed 25 days or expected to be beyond 25 Days as notified by the SELLER from Tendering of NOR, and the delay is not attributable to the purchaser/vessel, the PURCHASER reserves the right to withdraw the vessel without any liability to its account. The SELLER shall pay the PURCHASER Demurrage and the dead freight as per the Stowage Plan given by the Vessel Owner, for such vessel, within 7 days from the date of such communication from the Purchaser. This is in addition to other remedies available under the Agreement.

13.0 DEFAULT:

Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Agreement or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Agreement as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SUPPLIER's default. This Clause is however subject to Force Majeure vide **Clause 24.0 herein below**.

14.0 RISK PURCHASE:

The cancellation of the Agreement as stated in **Clause 13.0 herein above** may be either for whole or part of the Agreement at PURCHASER's option. In the event of the PURCHASER terminating the Agreement in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Agreement by the PURCHASER, the SUPPLIER shall continue the performance of the Agreement to the extent it is not terminated under the provisions of this Clause.

15.0 RECOVERY OF SUMS DUE:

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

16.0 TERMINATION :

If the SUPPLIER commits breach of any provisions of this Agreement, the PURCHASER shall notify the SUPPLIER to remedy such breach within a reasonable period. If breach continues to occur, the PURCHASER shall have the right to terminate this Agreement.

17.0 RESPONSIBILITY:

The PURCHASER on the one hand and the SUPPLIER and the PRODUCER jointly and severally on the other hand shall be responsible for the performance of all their respective obligations under this Agreement. The expression 'SUPPLIER' wherever appearing in this Agreement shall also include 'PRODUCER'

18.0 TRANSFER AND SUB-LETTING :

18.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Agreement or any part thereof, either directly or indirectly, without the prior written consent of the PURCHASER.

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

19.0 EXPORT LICENSE :

It shall entirely be the responsibility of the SUPPLIER to obtain the requisite Export License and to comply fully and to honour all procedures, regulations, policy, relevant laws of his country for export of the MATERIAL to India and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein.

20.0 TAXES AND DUTIES:

The SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

21.0 IMPORT LICENCE:

Low Ash (below 12 %) metallurgical Coal is presently freely importable.

22.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

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

23.0 WAIVER:

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

24.0 FORCE MAJEURE:

24.1 If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Agreement by reason of arrests or restraints by Government of people, war, blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be

extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party / Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

24.2 Should there be any interruption in the delivery of the MATERIAL due to Force Majeure circumstances detailed in **Clause 24.1 herein above**, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of off take of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off take by the PURCHASER and/or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

25.0 COMPLIANCE TO ISPS CODE :

The SUPPLIER has agreed to comply with the International Ship and Port Facility Security (ISPS) code stipulated by the International Maritime Organisation, which has come into effect w.e.f 1st July 2004. Failure on the part of the SUPPLIER to comply with the ISPS code's requirements and / or the Load port not conforming with the ISPS code and any delays caused by such failures shall be to SUPPLIER'S account.

26.0 ARBITRATION:

26.1 In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue and Seat of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act,1996

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

27.0 LEGAL INTERPRETATIONS:

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

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

28.0 LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions,

breaches or other wrongs arising out of this Agreement. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Agreement and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement

29.0 LANGUAGE

29.1 All Documents, all correspondence and communications to be given under this Acceptance to Tender, and all other documentation to be prepared and supplied under this Acceptance to Tender shall be written in English, and the Acceptance to Tender shall be construed and interpreted in accordance with English language.

29.2 If any of the documents, correspondence or communications are prepared in any language other than the English language, then the such documents, correspondence or communications must be accompanied by an English translation duly signed by the Translator concerned and Self Attested by the Seller, and such translation shall prevail in matters of interpretation.

30.0 LEGAL ADDRESS OF PARTIES:

THE PURCHASER

RASHTRIYA ISPAT NIGAM LIMITED
MAIN ADMINISTRATIVE BUILDING,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM – 530 031,
ANDHRA PRADESH, INDIA,

THE SUPPLIER

(To be mentioned by Tenderer)

ADDRESS FOR CORRESPONDENCE

- 1. THE PURCHASER**
RASHTRIYA ISPAT NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT,
TRANSPORT & SHIPPING,
ADMINISTRATIVE BUILDING,
VISAKHAPATNAM-530031,
ANDHRA PRADESH, INDIA.
FAX: +91 891 2518753/2518756
E-MAIL: a_chowdhury@vizagsteel.com /
kandregula@vizagsteel.com /
ketha_mm@vizagsteel.com /

THE SUPPLIER

(To be mentioned by Tenderer)

THE PRODUCER

(To be mentioned by Tenderer)

ANNEXURE - I TO DRAFT AGREEMENT NO PUR. Dt.

TECHNICAL SPECIFICATIONS OF 'IMPORTED COKING COAL' (SIZE : 0 - 50MM)

. No	Technical Parameters	Units	Tender Specification	
			Guaranteed	Absolute limit
1	Total Moisture (ARB)	% (Max)		
2	Volatile Matter	% (Range)		
3	Ash	% (Max)		
4	Sulphur	% (Max)		
5	Crusible Swelling Number	Num (Min)		
6	Maximum Fluidity	ddpm (Min)		
7	MMR of Vitrinite	Num (Range)		
8	Vitrinite Distribution	% (V9-V14) Min		
9	Vitrinite	% (Min)		

Note: No bonus / increment will however be applicable for improvement in specifications observed over the values offered and guaranteed by the SELLER.

ANNEXURE – I A TO DRAFT AGREEMENT NO. PUR. Dt.

**VARIATIONS PERMISSIBLE BETWEEN ANALYSIS RESULTS OF LOAD PORT AND
PURCHASER SAMPLE**

For COKING Coal:

SI.NO.	TECHNICAL PARAMETERS	VARIATIONS PERMISSIBLE DUE TO REPRODUCIBILITY
1.	Total Moisture	The variations permissible due to Reproducibility against each of the technical parameter will be applicable as per the limits mentioned in the standards (ISO / ASTM), whichever is followed.
2.	Volatile Matter	
3.	Ash	
4.	Sulphur	
5.	CSN	
6.	MMR	
7.	Vitrinite Percentage	
8.	Vitrinite Distribution	

**TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF
FOB (TRIMMED) PORT(S) OF LOADING**

- 1.0 The PURCHASER shall as far as possible, charter the Vessels required for the carriage of the MATERIALS under this Acceptance to Tender / Agreement upon the terms of the AMERICANISED WELSH COAL CHARTER PARTY with such variations or deletions therein or additions thereto as are necessary to make it conform to the provisions of this Acceptance to Tender / Agreement and as further elaborated herein below.
- 2.0 The PURCHASER shall charter single decker Vessels suitable for bulk loading ofwith a shipping tolerance of plus or minus 10% (Ten percent), at Ship Owner's (or) Charterer's (i.e. PURCHASER'S) option. In case Vessels of other size are available for meeting the requirements, the PURCHASER shall have the option of chartering and nominating such Vessels also. While chartering the Vessels, the PURCHASER shall take into account the details furnished by the SELLER to the PURCHASER regarding the Coal loading facilities, acceptable dimensions of the Vessels, clearance dimensions of the Coal loading gantries and sailing draught at the Load port(s).
- 2.1. The Vessel nominated by the PURCHASER shall be classed highest Lloyds or equivalent, be in thoroughly seaworthy condition, comply in every respect with all International and Local regulations, comply with all regulations governing the Carriage by Sea of Coal in bulk and shall be maintained as such for the duration of the voyage.
- 3.0 **GENERAL CP PROVISIONS:** The Charter Party / Parties between the Ship Owner(s) and the PURCHASER in respect of the Vessel(s) fixed by the PURCHASER for carriage of the MATERIALS under this Agreement shall, inter-alia, provide for the following.
 - 3.1. The Ship Owner shall bear and pay all port dues/charges (except port loading charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable at the Load port(s) on or with respect to the Vessel(s).
 - 3.2. The Master of the Vessel shall give e-mail/Facsimile advice(s) at the intervals of 7 days, 5 days, 72 hours, 48 hours and 24 hours to the SELLER regarding the ETA of the Vessel and the quantity required to be loaded into the Vessel at the Load port. However, this should not affect vessel acceptance by the SELLER.
 - 3.3. The Master of the Vessel shall provide free use of light on board the Vessel as may be required for working the Vessel at the Load port(s) and in each case free of expense to the SELLER.
 - 3.4. The Master of the Vessel shall allow on board the Vessel the authorised representative(s) of the Independent Inspection Agency / Marine Surveyors at the Load port(s) to witness / inspect and supervise the loading of the MATERIALS into the hatches of the Vessel as well as to carry out draught surveys.
 - 3.5. Bills of Lading shall be prepared on the basis of the Draught Survey Weight determined by the Independent Inspection Agency through approved Marine Surveyors at the Load port and such Bill(s) of Lading shall be endorsed by the Master of the Vessel or the agents of the Ship Owner at the Load port within 24 hours after completion of loading. The Bills of Lading must be issued in 'CONGENBILL FORM' only.
 - 3.6. The Master of the Vessel or the agents of the Ship Owner at the Load port shall release Bill(s) of Lading marked "Freight payable as per Charter Party" immediately after completion of loading.
- 4.0 **SHIPMENT SCHEDULE (LAY DAYS):** Based on the LAYCAN agreed upon between the PURCHASER and the SELLER, the PURCHASER shall endeavor to nominate the

vessels at least 2 weeks in advance from the start of the laycan. The SELLER shall confirm to the PURCHASER by E-mail the acceptance of such Vessel(s) within 1 (One) working day of the nomination thereof. However, the provisions of this Clause should not affect vessel acceptance by the SELLER.

- 4.1. The PURCHASER shall endeavor to nominate Vessels as per the agreed upon laycan. The SELLER shall consider accommodating PURCHASER's request, on case to case basis, for extension of cancelling date or modification of laycan and quantities, if required.
- 4.2. The SELLER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is available for delivery at the Load port(s) as to enable the nominated Vessel to off take the ordered quantity within the delivery period.
- 4.3. After nomination of the Vessel by the PURCHASER as stated above, if the SELLER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SELLER.
- 5.0 Upon the fixture of any Vessel by the PURCHASER for carriage of the MATERIALS under this Agreement, the PURCHASER shall communicate to the SELLER relevant particulars of such Vessel. The PURCHASER reserves the right to appoint his own agent(s) at the Load port(s).
- 6.0 The SELLER shall arrange to deliver / load the MATERIALS FOB (TRIMMED) into the Vessel(s) nominated by the PURCHASER and accepted by the SELLER at the Port(s) of loading.
- 7.0 The SELLER shall arrange for a safe loading berth for the Vessel at the notified safe loading port.
- 8.0 **GUARANTEED LOAD RATE:** The SELLER shall guarantee to load the MATERIALS into the Vessel(s) (FOB Trimmed), at the rates and terms mentioned herein under:

Capacity Range of the Vessel (DWT in MT)	Guaranteed Average Rate of Loading in MT per Weather Working Day (PWWD) of Twenty Four Consecutive Hours Sundays Holidays included (SHINC)
upto 79,999 MT	35,000 MT
80,000 MT & above	40,000 MT

- 8.1. **LOADING TERM:** Sundays Holidays included (SHINC).
- 8.2. If any overtime work is performed by the crew of the Vessel at the port of loading at the instance of the SELLER, crew's overtime shall be borne and paid for by the SELLER.
- 9.0 **NOTICE OF READINESS(NOR):** Upon arrival of the Vessel at the outer anchorage or at the pilot station of the Load port, whether the Vessel is in free pratique or not and in berth or not, Master of the Vessel shall tender/serve on the SELLER the Notice of Readiness of the Vessel to load cargo (MASTER's NOR) at any time in or out of office hours on all days within the laycan, provided the Vessel is in all respects ready to load.
- 9.1. If the Vessel, whether in free pratique or not, is found by the SELLER not to be ready in any other respect to load after its berthing, the specific grounds on which the Vessel is found not to be ready to load, shall be recorded by the SELLER in the STATEMENT OF FACTS (SOF) which is also to be accepted and signed by the Master / Agent of the Vessel at the Load port. In such an event, the Lay time shall not be deemed to have commenced until the Vessel is in fact ready to load in all respects.
- 10.0 **TIME COUNTING PROVISIONS:**

- 10.1.** In the Statement of Facts there should be proper notation as to the delays attributable to shore-side or to the Vessel. The delays attributable only to the Vessel do not count as time used unless the Vessel is already on demurrage. All other delays (like Shore side Electrical / Mechanical breakdowns, waiting for tide, waiting time to maintain under keel clearance etc) to count as time used. Once the Vessel is on Demurrage, the Vessel shall always be on Demurrage. Steaming time from anchorage to berth on arrival of Vessel at Load port and time used for Draft survey / check not to count, even if the Vessel is already on demurrage. Statement of Facts should be signed by all concerned.
- 10.2.** Lay time (i.e loading time) shall commence 12 hours after the time at which MASTER'S NOR is tendered/served, whether the Vessel is in berth or not and in free pratique or not, unless the loading of the MATERIALS sooner commenced, in which event Lay time shall count from the actual time of commencement of loading. Any time lost by the Vessel in waiting for berth shall also count as loading time. If the vessel arrives and commences loading before the agreed laycan, then the laytime shall commence from the time of commencement of loading.
- 11.0 The SELLER shall arrange to deliver / load the MATERIALS into the Vessel and to trim the MATERIALS inside the hatches of the Vessel by mechanical or manual means at the option of the SELLER in accordance with the instructions of and to the satisfaction of the Master or the Chief Officer of the Vessel free of risk and all expenses either to the Vessel or to the PURCHASER. Claims for damages caused to the Vessel by SELLER or their stevedores, if any, are to be settled between the SELLER and the Ship owners, without any implication to the PURCHASER. The SELLER shall be responsible for settlement of such damages. Any damage shall be notified in the SOF.
- 12.0 Should the SELLER fail to deliver / load the MATERIALS into the Vessel(s) in full or in part for reasons other than Force Majeure, the SELLER shall be liable to the PURCHASER for all payments or expenses including dead freight or extra freight, demurrage to the Vessel and / or any other charges and expenses of whatsoever nature incurred by the PURCHASER by reason of such non-delivery.
- 13.0 Immediately on completion of loading of the material into the Vessel, within 48 hours the Seller shall furnish the following details of shipment by E-mail to the PURCHASER and the Insurance Company to enable the PURCHASER to take necessary Marine Insurance Cover.
- i) Name of the Vessel
 - ii) B/L weight and value of the cargo
 - iii) Name of the port of shipment
 - iv) Date and time of commencement and of completion of loading
 - v) Date and time of sailing of the Vessel from the port of shipment & Sailing Draft.
 - vi) ETA VISAKHAPATNAM, INDIA.
 - vii) No. and Date of Bill of Lading.
- 14.0 Immediately on completion of loading, the SELLER shall obtain from the Master of the Vessel or the Agents of the Vessel at the Load port 'CLEAN ON BOARD' shipped Bill(s) of Lading.
- 15.0 Immediately after completion of loading, a STATEMENT OF FACTS shall be made out at the Load port duly signed by the Master of the Vessel / Agents of the Vessel at the Load port and the SELLER or their Agents at the Load port. Before sailing of the Vessel from the Load port, copies of the Statement of Facts shall be handed over to the Master of the Vessel / Agents of the Vessel at the Loading port.
- 16.0 **DEMURRAGE / DESPATCH SETTLEMENT:**
- 16.1.** In the TIME SHEET based on the aforesaid STATEMENT OF FACTS, the computation of Lay time allowed and Lay time used shall be based on the terms and conditions contained hereinabove. Despatch, if any, shall be calculated on the basis of "Working

Time Saved". The rate of demurrage / despatch shall be as stipulated in Charter Party relating to the Vessel. In the case of demurrage, the SELLER shall remit the agreed amount of demurrage to the PURCHASER. In the case of despatch, the PURCHASER shall remit the agreed amount of despatch to the SELLER.

- 16.2.** The SELLER should submit their Lay time statement, within 30 days from the date of B/L. On agreement of Lay time calculations between SELLER and PURCHASER in respect of each Vessel, demurrage / despatch payment shall be effected directly within 30 days from the date of receipt of the claim (Debit Note). In any case, settlement of demurrage / despatch should be completed within 90 days from the date of B/L.
- 17.0 All the shipping documents like Original B/L, Certificate of Origin, Load port Sampling and Analysis Certificate, Load port Draft Survey Weight Certificate etc. should be sent by the SELLER to the PURCHASER immediately after completion of loading and in any case not later than 7 days from the date of B/L by AIR MAIL / COURIER so that the documents are received by the PURCHASER well before the arrival of Vessel at the discharge port to take immediate delivery of the cargo.
- 18.0 The SELLER shall agree to comply with the International Ship and Port Facility Security (ISPS) Code stipulated by the International Maritime Organisation, which has come into effect w.e.f. 1st July'2004. Failure on the part of the SELLER to comply with the ISPS code's requirements and / or the Load port not conforming with the ISPS code and any delays caused by such failures shall be to the SELLER's account who shall be fully responsible for all the consequences arising out of it.

Note:

1. Name, Address, / e-mail and telephones numbers for serving Notice regarding ETA of the Vessel and Notice of Readiness of the Vessel to the SELLER at the Load port as per **Clauses 3.2 and 9.0 herein above** :
M/s _____
2. (i) Parcel size has been indicated in **Clause 2.0** as per RINL's requirement. However, alternate parcel size, due to Load port restrictions, if any, can be considered by RINL.
- (ii) **Clause 8.0** indicates Guaranteed Rate of Loading as per RINL's requirement. However, higher Load Rate suiting load port facilities or lower Load Rate due to Load port restrictions can be considered by RINL.

TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF CFR (FREE OUT), GANGAVARAM PORT (GPL) / VISAKHAPATNAM PORT (VPT)

1.0 TYPE OF VESSELS:

- 1.1.** The SELLER shall effect shipment(s) in single-decker Vessels suitable for bulk discharge based on shipment size and of age unexceeding 18 years, subject to the approval of the Purchaser.
- 1.2.** The vessels nominated by the SELLER shall be classed highest Lloyds or equivalent, be in thoroughly seaworthy condition, comply in every respect with all International and Local regulations, comply with all regulations governing the carriage by sea of Coal in bulk and shall be maintained as such for the duration of the voyage.
- 1.3.** The SELLER shall confirm that the nominated Vessel possesses valid statutory certificates and complies with all directives of Government of India / DG (Shipping) reg. suitability and/or acceptability of Vessel in respect of class/age/other technical parameters in Indian waters/ports. The holds of each Vessel shall be cleaned before loading, to avoid contamination. The Vessel nominated to the PURCHASER should not carry cargo for any other party than the PURCHASER.
- 1.4.** The SELLER shall ensure that the Vessel engaged by them for shipment of the MATERIALS under this Acceptance to Tender/Agreement shall comply with the limitations/requirements/conditions at the discharge port (GPL/VPT). RINL reserves the right to handle the vessel either at Visakhapatnam Port (VPT) or at Gangavaram Port (GPL).

2.0 GENERAL CP PROVISIONS: The SELLER shall ensure that the Charter Party (CP) governing shipment of the MATERIALS under this Acceptance to Tender / Agreement contain, inter-alia, the following provisions:

- 2.1.** The SELLER shall arrange for the vessel to bear and pay all port dues/charges (except port unloading charges), tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at Indian Port(s) of discharge on or with respect to the vessel(s).
- 2.2.** On sailing and 14 days prior to Vessels ETA VISAKHAPATNAM, East Coast INDIA, the Master of the Vessel shall give E-mail / Facsimile advice to the PURCHASER. Thereafter, the Master of the vessel, shall E-mail / Facsimile at intervals of 10 days, 7 days, 5 days, 72 hours, 48 hours & 24 hours regarding ETA of vessel, to the PURCHASER (Facsimile : +91-891-2518753/ 2518756, E-mail: vinodh_mm@vizagsteel.com; mbhagat@vizagsteel.com ; schoudhury@vizagsteel.com) as well as to under mentioned Port Office of the PURCHASER:

III FLOOR, ROOM NO.418, MAIN ADMINISTRATIVE BUILDING, RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM-530031.
(E-mail: tns.port@gmail.com, ramu_ks@vizagsteel.com).

- 2.3.** The Master of the Vessel shall allow on board the Vessel the authorized representatives of the independent inspection agency / Marine Surveyors appointed by the PURCHASER / Customs Authorities and provide such information / assistance as may be required by them in connection with the performance of their assigned duties.
- 2.4.** The Master of the Vessel shall provide free use of light on board the Vessel as may be required for working the Vessel at the port(s) of discharge at all times and in each case free of expense to the PURCHASER.

- 2.5. The opening and the closing of the hatches of the Vessel shall always be done by the Vessel's crew and the cost involved therein and the time used thereof shall be to the account of the Vessel even if the Vessel is on demurrage.
- 2.6. The time used for gangway placement, grab fixing (in case of Geared vessel), draft survey and Customs formalities will be on Vessel's account and time used not to count as lay time even if the Vessel is already on demurrage.
- 2.7. No time shall be counted during rain periods / bad weather, as mentioned in SOF and on NWWD, as declared by Visakhapatnam Port (VPT) / Gangavaram Port (GPL), even if discharge operation is continued for some part of time even if the Vessel is already on demurrage.
- 2.8. Each Geared Vessel shall hold a valid Gear Certificate in conformity with the International Dock Safety Convention, covering the duration of each voyage and confirming that all the gears have been duly tested. The Gear Certificate shall be made available by the Master of Vessel to the representative of the PURCHASER for perusal, after the berthing of the Vessel.
- 2.9. The SELLER to ensure that the Vessels nominated and accepted comply with ISPS code / requirements. Failure on the part of the Vessel to comply with the codes requirements and any delay caused by such failures shall be to Vessel / SELLER's account.
- 2.10. In the event of the Master of Vessel exercising lien on the cargo (i.e the MATERIALS) for non-payment of freight, extra freight, dead freight, demurrage and damages for detention of the Vessel at the Indian port(s) of the discharge, the SELLER shall on receipt of e-mail / intimation from the PURCHASER, take immediate remedial measures and shall cause appropriate instructions being issued to the Master of the Vessel to proceed with the discharge of cargo (i.e, the MATERIALS). Any time lost between the receipt of notice of lien by the PURCHASER from the Master of the Vessel and the withdrawal of such notice shall be to the account of the Vessel.
- 2.11. The overtime of the crew shall be to the account of the Vessel unless ordered by the PURCHASER.
- 2.12. Vessel damage: In case of claim for damage caused to the Vessel during discharging, such claims to be presented by the Master immediately after the damage has been sustained with the third party damage report, failing which, the PURCHASER shall not be responsible. Claims for damage caused to the Vessel by Stevedore during discharge at GPL / VPT shall be settled between Ship-owners and Stevedore, and the PURCHASER shall assist for settlement of such claims. In all cases, the Vessel is to notify the PURCHASER & Stevedore, in writing, prior to Vessel's departure from discharge port, of any alleged damage to the Vessel by Stevedore along with third party damage report and failure to do so notify shall bar any claim thereafter.

The Master of the Vessel shall get a joint survey conducted with the Stevedore to determine the extent of damage sustained to the Vessel. The joint survey must be conducted before departure of the Vessel from the port in which damage took place. The claims shall be lodged by the Master of the Vessel on the Stevedores promptly after the damage has been sustained and then confirmed in writing duly supported by the Third Party Damage Report prior to vessel's departure from the port of discharge, failing which the claim shall stand barred and stevedore shall stand absolved and relieved of all responsibility.

- 3.0 Intimations to be sent by the SELLER to the PURCHASER on nomination of vessels for shipment and on completion of loading of vessels at load port:
- 3.1. SELLER shall so arrange for each shipment of MATERIALS hereunder to conform to agreed Delivery Schedule and shall charter suitable vessels at least 2 weeks in advance from the start of the laycan and communicate to the PURCHASER by E-mail including

the following details of the Vessel(s) viz. (i) Name of the vessel (ii) Flag (iii) Year Built (iv) Name and nationality of the shipowners (v) Class (vi) Type (vii) Length Overall (viii) Beam (ix) Number of hatches / holds (x) Dimensions of hatch openings (xi) Number of cranes and their capacities (xii) Number of grabs and their sizes and lifting capacity per cycle (xiii) Quality of the MATERIALS proposed to be loaded (xiv) Laydays and ETA the vessel at loading port (xv) Rate of Demurrage / Despatch (xvi) IMO No. of the Vessel (xvii) DWT and Max. Draft of the Vessel.

- 3.2. The PURCHASER shall e-mail to the SELLER within 1 (one) working day, acceptance or otherwise of the above nomination.
- 3.3. The SELLER shall consign the Vessel to PURCHASER / their agent for Cargo related work at the Indian port(s) of discharge at the customary agency fee payable by the vessel to such agent. The Vessel shall appoint its own protective agents for vessel related work at the Indian port(s) of discharge.
- 3.4. Within 48 hours of sailing of the Vessel from the Load port, the SELLER shall give the following details by e-mail / to the PURCHASER :
 - i) Name of the Vessel
 - ii) B/L weight and value of the cargo
 - iii) Name of the port of shipment
 - iv) Date and time of commencement and of completion of loading and
 - v) Date & time of sailing of Vessel from the port of shipment & Sailing Draft.
 - vi) ETA Visakhapatnam, India.

4.0 Option for discharge of cargo at second safe berth by the PURCHASER:

The PURCHASER shall have the option to discharge cargo from the Vessel at a second safe berth at the same port of discharge. In the event of exercising this option, the expenses involved in shifting the vessel to the second safe berth shall be to the account of vessel and the time used in shifting shall not count as laytime, even if the Vessel is already on demurrage. If the port authorities order the shifting of the Vessel to another safe berth at the same port of discharge, the time involved in shifting and the expenses thereof shall be to the account of the Vessel.

5.0 Service of Notice of Readiness for discharge of cargo (i.e the MATERIALS) by the master of the Vessel (Master's NOR) :

Upon arrival of the Vessel within the discharge port limits, in free pratique, whether in berth or not, and ready in all respects to discharge the cargo, the Master of the Vessel shall tender on the concerned Port Office(s) of the PURCHASER (referred to in Para 2.2 herein above) the Notice of Readiness (NOR) of the Vessel to discharge cargo (MASTER's NOR) in writing at any time in or out of office hours.

6.0 **TIME COUNTING PROVISIONS:**

- 6.1. Time to count 24 hours after NOR is tendered by the Master of the Vessel and accepted, Unless Used and if Used, actual time to count. If turn time of 24 hours expires on Saturday afternoon, Sunday or Holidays, the Lay time shall commence at 0930 hrs on the next working day.
- 6.2. The time taken by the Vessel for proceeding from anchorage to the berth shall be treated as transit time and shall be to the account of the Vessel, even if the Vessel is on demurrage.
- 6.3. If, after berthing, the Vessel is found by the Port Authorities / PURCHASER not ready in all respects to discharge (including documentation and vessel related payments to Ports), lay time will not commence until the Vessel is in fact ready in all respects to discharge.

- 6.4. Time lost by reason on any or all of the following causes preventing discharge of the cargo shall not be computed as Lay time even if the Vessel is already on demurrage:
- (i) War, rebellion, tumult, political disturbances, insurrections
 - (ii) Strikes by stevedores, seamen or any other competent authority, riots, Civil commotion
 - (iii) Epidemics, Quarantine, Landslips, Floods, Frost or Snow.
 - (iv) Accidents at the berth which are attributable to the vessel.
 - (v) Intervention of Sanitary, Customs and / or other constituted authorities.
- Any other Force Majeure conditions.

7.0 **GUARANTEED DISCHARGE RATE:**

- 7.1. The SELLER shall deliver the MATERIALS free in Vessel's holds in one or two safe berths, reachable on arrival always afloat at the nominated port of discharge.
- 7.2. The Master of the Vessel shall make available all the hatches for discharge of cargo, throughout the period the Vessel is worked for discharge of cargo, unless the MATERIALS in other hatches is completely discharged.
- 7.3. Subject to the provisions herein above, the PURCHASER shall guarantee to discharge the cargo at the rates and terms mentioned herein under

Capacity Range of the Vessel (DWT in MT)	Guaranteed Average Rate of Discharging in MT per Weather Working Day (PWW) of Twenty Four Consecutive Hours Sundays Holidays included (SHINC)	
	VPT	GPL
upto 60,000 MT	23,000 MT	25,000 MT
60,001 MT & above	23,000 MT	40,000 MT

DISCHARGING TERM: Sundays Holidays included (SHINC).SHINC provision shall be applicable after commencement of lay time.

8.0 **STATEMENT OF FACTS (SOF):**

- 8.1. Immediately after completion of discharge, and before the sailing of the Vessel from the port of discharge, a Statement of Facts shall be made out at the port of discharge duly signed and distributed amongst
- i) Master of the Vessel / Agents of the Vessel at the port of discharge.
 - ii) Agents / Representative(s), if any of the SELLER at the port of discharge.
 - iii) Representative of PURCHASER.

9.0 **SETTLEMENT OF DEMURRAGE / DESPATCH MONEY ACCOUNT IN RESPECT OF EACH SHIPMENT:**

In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of Lay time allowed and Lay time used shall be based on the terms and conditions contained hereinabove. Despatch, if any, shall be calculated on the basis of 'Working time saved'. The rate of Demurrage / Despatch shall be as per Charter Party of the Vessel, which shall be as per market but subject to a cap (ceiling) of USD 36,700 PDPR HD WTS for Demurrage. In the case of despatch, the SELLER shall remit the agreed amount of despatch to the PURCHASER. In the case of demurrage, the PURCHASER shall remit the agreed amount of demurrage to the SELLER.

The SELLER shall submit Lay time statement, within 30 days of completion of discharge. On agreement of Lay time calculations between SELLER and PURCHASER in respect of each Vessel, demurrage / despatch payment shall be effected directly within 30 days

from the date of receipt of the claim (Debit Note). In any case, settlement of demurrage / despatch should be completed within 90 days from the date of discharge completion.

- 10.0 All the shipping documents like Original B/L, Certificate of Origin, Load port Sampling and Analysis Certificate, Load port Draft Survey Weight Certificate etc. should be sent by the SELLER to the PURCHASER immediately after completion of loading and in any case not later than 7 days from the date of B/L by AIR MAIL / COURIER so that the documents are received by the PURCHASER well before the arrival of Vessel at the discharge port to take immediate delivery of the cargo.

ANNEXURE – III TO DRAFT AGREEMENT NO.PUR.....

**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE GUARANTEE BOND**

(To be submitted on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred and the BG should be available for claim at the local branch in Visakhapatnam.)

To be established by any Nationalized / Scheduled Commercial Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted.

To
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam – 530 031.

Bank Guarantee No. Dt.

LETTER OF GUARANTEE

1. WHEREAS M/s _____ (hereinafter referred to as the SUPPLIER) and MESSERS. RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Agreement No.Pur._____ Dated (hereinafter called the said Agreement) for the supply of _____ Metric Tons of and _____ (hereinafter referred to as the MATERIAL) on the terms and conditions mentioned therein.

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

3. We, _____ (name of the bank and branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Agreement and that it shall continue to be enforceable for (a) six months after the date of Bill of Lading of the last consignment of the MATERIALS under the said Agreement or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of the bank and branch) by virtue of this guarantee before the dates referred to at (a) and (b) hereinabove, the same shall be enforceable against us, _____ (name of the bank and branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) and (b) hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) and (b) hereinabove, as the case may be. Payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. It is fully understood that this Guarantee shall become effective from the date of the said Agreement and that We, _____ (name of the bank and branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.
5. We, _____ (name of the bank and branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance of the said Agreement by the SUPPLIER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we, _____ (name of the bank and branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SUPPLIER or any forbearance and/or commission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
6. We, _____ (name of the bank and branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above. We _____ (name of bank and branch) hereby further undertake that this guarantee can be invoked at the counters of our branch at Visakhapatnam (IFSC Code.....) whose address is given below and which shall cater to the claim lodged on us and shall be acceptable :

7. We, _____ (name of the bank and branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SUPPLIER and/or the PURCHASER.
8. The email address of the _____ (name of the bank and branch) is as follows:

 The email address of the _____ (name of the Enforceable bank and branch in Visakhapatnam) is as follows

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

FOR AND ON BEHALF OF
Name of the bank & branch

Signature:
Name:
Duly Constituted Attorney & Authorised Signatory
Designation
Name of the bank & branch
Issuing Bank (IFSC Code).....

Visakhapatnam
Date:

ANNEXURE – III A TO DRAFT AGREEMENT NO.PUR..... Dt.

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Tender No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

Sl. No	Check point	YES / NO
1	Is the Hard copy of Original BG received in sealed cover and as per approved format of VSP from issuing bank along with SFMS message?	
2	Is Scanned Copy of Signed Original BG received from Issuing Bank E-mail?	
3	Is content of Original BG and Scanned Copy BG received as above are verified and ensured both are same in Toto.	
4	Is the BG issued by the specified category of Banks (Scheduled Commercial Bank/Nationalized Bank etc. as specified in the contract) who are having SFMS facility?	
5	Is the BG executed on E- Stamp/ Stamp Paper of adequate value?	
6	Is the stamp paper/E-Stamp obtained in the name of Bank issuing the BG?	
7	Is the date of sale of stamp paper prior to the date of the BG?	
8	Does the BG refer to the concerned agreement/tender/(MOU or Sale Agreement), as per approved format of VSP any, with reference to which the BG issued?	
9	Does the BG bear the number, date and seal of the issuing Bank?	
10	Does BG Contains the clause for Enforceability of the same at Visakhapatnam or respective place of RINL BSO?	
11	Does the BG bear the details (Address, Email, Phone No. of Branch etc.) of Issuing Bank / Branch, Enforceability Branch & Advising Branch?	
12	Is the BG signed on all pages?	
13	Whether the name, designation & code number of the officers signing the BG are Mentioned against the signatures of respective officers?	
14	Whether the BG validity period is as per the concerned contract?	
15	Whether confirmation from Encashing/Enforceability Branch is received by RINL in case BG Issuing Branch and Encashing / Enforcing Branch are different?	

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

Signature of the Tenderer

Date:

ANNEXURE – IV TO DRAFT AGREEMENT NO.PUR.....

PROFORMA OF HIGH SEA SALE AGREEMENT

(To be executed on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred)

HIGH SEA SALE AGREEMENT DATED

BETWEEN RASHTRIYA ISPAT NIGAM LIMITED AND (Seller)

NAME AND ADDRESS OF THE SELLER :

NAME AND ADDRESS OF THE PURCHASER : **M/s RASHTRIYA ISPAT NIGAM LIMITED (RINL)**
VISAKHAPATNAM STEEL PLANT,
ADMINISTRATIVE BUILDING,
VISAKHAPATNAM -530 031.
ANDHRA PRADESH

DESCRIPTION OF GOODS : IMPORTED HARD COKING COAL (Coal Brand)
QUANTITY : _____ METRIC TONS.
LOADPORT :
PORT OF DISCHARGE : Gangavaram Port (GPL) /
Visakhapatnam Port (VPT), Andhra Pradesh, India.

SHIPMENT DETAILS

NAME OF THE VESSEL :
Bill of Lading No. :
QUANTITY LOADED :

TERMS&CONDITION:

- 1) THE SALE SHALL BE MADE AT THE AGREED CFR(FO), GPL, price of US\$ PMT, ON HIGH SEAS SALE BASIS AND THE TOTAL VALUE IS USD (USDin words..... ONLY).
- 2) THE RIGHT AND TITLE TO THE ABOVE GOODS SHALL BE TRANSFERRED TO THE PURCHASER ON HIGH SEAS SALE BASIS AFTER ENDORSEMENT OF BILLS OF LADING BY SELLER IN FAVOUR OF PURCHASER.
- 3) THE EXCHANGE CONTROL COPY OF THE BILLS OF ENTRY MUST BE FORWARDED TO THE SELLER AFTER CLEARANCE TO COMPLETE THE 'HIGH SEAS SALE' AND ONWARD SUBMISSION TO BANK.
- 4) DOCUMENTS SUCH AS CERTIFICATE OF ORIGIN, CERTIFICATE OF SAMPLING & ANALYSIS BY INDEPENDENT INSPECTION AGENCY AT LOADPORT, CERTIFICATE OF DRAUGHT SURVEY WEIGHT ETC., SHALL BE ENDORSED BY THE SELLER IN FAVOUR OF PURCHASER.
- 5). MATERIALS ARE CONTRACTED TO BE SOLD WHILE THE GOODS ARE IN COURSE OF IMPORT AND THE DELIVERY OF GOODS SHALL BE EFFECTED BY TRANSFER OF BILL OF LADING AS AND WHEN THEY ARE RECEIVED, SINCE THE MATERIALS ARE SOLD ON HIGH SEA SALE BASIS; THE SELLER HAS NO RESPONSIBILITY, FOR CLEARANCE OF GOODS, PAYMENT OF DUTY, GST ETC.,

AND THE PURCHASER WILL BE RESONSIBLE FOR THE SAME. THE VALUE OF MATERIAL WILL BE PAID BY THE PURCHASER AS PER THE AGREED PAYMENT TERMS IN A/T.

6) THE INSURANCE SHALL BE DONE BY THE PURCHASER.

7) ANY DISPUTE(S) ARISING IN CONNECTION WITH THE EXECUTION OF THE ABOVE AGREEMENT THE SAME SHALL BE GOVERNED BY THE LAWS OF INDIA SUBJECT TO THE JURISDICTION OF COURTS SITUATED IN VISAKHAPATNAM, INDIA.

8) ALL OTHER TERMS WILL BE AS PER THE ACCEPTANCE TO TENDER NO. PUR

WITNESS WHEREOF THE SELLER AND PURCHASER HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DATE MENTIONED ABOVE.

NAME AND ADDRESS OF THE SELLER :

NAME AND ADDRESS OF THE PURCHASER : **M/s RASHTRIYA ISPAT NIGAM LIMITED (RINL)**
VISAKHAPATNAM STEEL PLANT,
ADMINISTRATIVE BUILDING,
VISAKHAPATNAM -530 031.
ANDHRA PRADESH

PURCHASERS DETAILS

IMPORT EXPORT CODE NO. : 2688000551
GST REGISTRATION NO. : 37AABCR0435L1ZD

For (Seller's Name and Address)

For RASHTRIYA ISPAT NIGAM LTD
(RINL), Visakhapatnam

WITNESS:

1)

2)

**A) LETTER OF ASSURANCE FROM COKING COAL MINE OWNER / PRODUCER
(Please see Para 1.2.2 of PART - IV)**

No.....

Dated.....

To
GENERAL MANAGER (MM) I/c,
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024.**

We..... (name & address) an established and reputed COKING COAL Mine owner / Producer of..... (name and address of Mine) do hereby make an offer in response to the subject Invitation to Tender.

No Company / firm or individual are authorised to represent us in regard to this business against this specific Tender.

In the event, our offer being considered by RINL for acceptance, we shall be responsible for the due and timely performance of the Agreement.

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

Yours faithfully,
(NAME)

for & on behalf of M/s.....

(Signature and Name of Coking Coal Mine owner / Producer with seal)

(Note: This letter of authority should be on the Letter Head of Coking Coal Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the Coking Coal Mine owner / Producer).

PART – VIII OF GLOBAL TENDER NOTICE No. Pur.24.17.0006/0002 Dt. 18.04.2024

**B) LETTER OF AUTHORITY FROM COKING COAL MINE OWNER / PRODUCER
(Please see Para 1.2.2 of PART - IV)**

No.....

Dated.....

To
EXECUTIVE DIRECTOR (MM),
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024**

We..... (name and address) an established and reputed COKING COAL Mine owner / Producer of..... (name and address of Mine) do hereby authorise M/s.....(Name and address of SUPPLIER) to make an offer in response to this invitation to Tender.

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

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

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

Yours faithfully,
(NAME)

for & on behalf of M/s.....
(Signature and Name of Coking Coal Mine owner / Producer with seal)

(Note: This letter of authority should be on the Letter Head of Coking Coal Mine owner / Producer and should be signed by a person competent and having the power of attorney to bind the Coking Coal Mine owner / Producer).

**C) LETTER OF AUTHORITY FROM COKING COAL MINE OWNER / PRODUCER
(Please see Para 1.2.2 of PART - IV)**

No.....

Dated.....

To
GENERAL MANAGER (MM) I/c,
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031,
ANDHRA PRADESH,
INDIA

Dear Sir,

Sub: Your Tender No. Pur.24.17.0006/0002 Dt. 18.04.2024

We an established and reputed COKING Coal producer of (Place)..... owning(Name of the Mine) COKING Coal Mines do hereby authorise M/s (Name and address of the SUPPLIER) to make an offer in response to the subject Tender and in the event of placement of order on them, to complete the supplies of the following COKING Coal :

- (1) Details of Mine
- (2) Coal brand
- (3) Offered quantity
- (4) Specification of “.....” COKING Coal offered against this Tender
- (5) Delivery period

No company / firm or individual other than M/s (Name of the SUPPLIER) is / will be authorised to represent us in regard to this specific Bid and till completion of such supplies on acceptance of the Tender.

Yours faithfully,

(NAME)
For & on behalf of M/s.....
(Name of COKING Coal Producer)

Note: This letter of authority should be on the Letter-Head of the Coking Coal producer and should be signed by a person competent and having the power of attorney to bind the Coking Coal Producer.

DECLARATION REGARDING INDIAN AGENT

To
GENERAL MANAGER (MM) I/c,
Block 'A' Purchase Department,
Administrative Building,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031 (A.P).

Dear Sir,

Sub: Your Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024** for supply of
'Imported COKING Coal'

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

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

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it at the Closing Bid Rate as per Reuters on the previous working day of B/L Date and it shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting statutory dues, Income Tax, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land
3. In the event of an Agreement materialising, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after the discharge and acceptance of the cargo in India and on settlement of the demurrage / despatch claims relating to Load port and Disport.
4. It is declared that the Indian Agent is an Independent Agent and is acting on behalf of the non-resident in the normal course of his business as a broker, general Commission Agent or as an Independent Agent and ;
- (a) He does not have and habitually exercises in India, an authority to conclude contracts on behalf of the non – resident;

- (b) He does not habitually maintains in India a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the non-resident;
- (c) He does not habitually secures orders in India, mainly or wholly for the non-resident or for that non-resident and other non-residents controlling, controlled by, or subject to the same common control, as that non-resident
- (d) He does not work mainly or wholly on behalf of the non-resident (principal non – resident) or on behalf of such non – resident and other non-resident which are controlled by the principal non – resident or having a controlling interest in the principal non – resident or are subject to the same common control as the principal non – resident;

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

PROFORMA FOR SHIPPING / LOAD PORT DETAILS

1. Quantity offered : Metric Tonne

2. Name and Location of Port of Loading :

Tenderer's confirmation that the above mentioned Load port conforms to the International Ship and Port Facility Security(ISPS) code stipulated by the International Maritime Organisation :

3. Restrictions, if any, (as to Vessel dimensions etc.) at the Port of Loading, type and size of Vessel :

4. Coal Loading facilities at the Load port (Viz. whether Automatic/ manual shiploaders, shore grabs etc.) :

5. Clearance dimensions of the Coal loading gantries :

6. Sailing draught at the Load port :

7. Amount of Taxes / Levies / Dues, if any, payable by Ship Owners at the Port of Loading : US \$

8. Stowage Factor :

THE TENDERER AGREES TO COMPLY WITH THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY(ISPS) CODE STIPULATED BY THE INTERNATIONAL MARITIME ORGANISATION, WHICH HAS COME INTO EFFECT W.E.F 1ST JULY 2004. FAILURE ON THE PART OF THE TENDERERS TO COMPLY WITH THE ISPS CODES REQUIREMENTS AND/ OR THE LOAD PORT NOT CONFORMING WITH THE ISPS CODES AS STATED IN CLAUSE 18.0 of ANNEXURE-IIA TO DRAFT AGREEMENT HEREINABOVE AND ANY DELAYS CAUSED BY SUCH FAILURES SHALL BE TO TENDERER'S ACCOUNT.

Note : Filled in proforma to be submitted by the Tenderer with VOLUME - I (Techno-Commercial) Bid.

**NAME & SIGNATURE OF
THE AUTHORISED SIGNATORY OF THE TENDERER**

(NAME OF THE TENDERER)

DECLARATION REGARDING INCOME TAX

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

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

Sub: Undertaking for foreign payments towards supply of Imported Coking Coal'

Ref: Draft Agreement (Contract) No. Pur..... Dt.....

Dear Sirs,

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

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

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

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

Yours faithfully,

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

Form No. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I _____ *son/daughter of
Shri _____ in the capacity
of _____ (designation) do provide the following
information, relevant to the previous year _____, *in my case/in the case of
_____ for the purposes of sub-section (5) of *section 90/section 90A : -

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

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

Signature: _____

Name : _____

Address : _____

Permanent Account Number: _____

Verification

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

Verified today the _____ day of _____.

Place: _____

Signature of the person providing the information

Notes :

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

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal:

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

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

- 1) The Bidder / Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the Tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
 - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the Tender process or during the execution of the contract or to vitiate the Principal's Tender process or contract execution.
 - b. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or

any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's Tender process or execution of the contract.

- c. The Bidder / Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Tenderer / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder / Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly, the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign Supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers / Contract agencies", shall be disclosed by the Bidder / Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers / Contract agencies" is enclosed.
 - e. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder/Contractor signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter
- 2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- 1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- 2) If the Bidder / Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer 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 Tenderer / 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 Tenderer /Contractor and the amount of the damage.
- 4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future Tenders/Contract award processes.
- 5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.

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

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgressions:

- 1) The Tenderer declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the Tender process.
- 2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process. The contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

- 1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- 2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer

the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the Bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the Tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

- 3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- 4) The Bidder(s) / Contractor(s) accepts that the IEM has the right to access without restriction, to all Tender/contract documentation of the Principal including that provided by the Bidder / Contractor. The Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender/contract documentation. The same is applicable to unrestricted and unconditional access to Tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- 5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- 6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- 8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- 9) Expenses of IEM shall be borne by RINL / VSP as per terms of appointment of IEMs.
- 10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

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

- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- 3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- 4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- 5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Tenderer or Contractor is mentioned, the same would include both singular and plural.
- 6) In the event of any dispute between the Principal and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose. The fees / expenses on dispute resolution shall be equally shared by both the parties.

In case the dispute remains unsolved even after mediation by the panel of IEMs, the organization/Principal may take further action as per the terms & conditions of the contract.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

(For & On behalf of Bidder/
Contractor)
(Office Seal)

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 alongwith the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreignsupplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
 - 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
 - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
 - 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 **DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
 - 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to Tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.
 - 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

**BANNING / SUSPENSION / REMOVAL FROM THE LIST OF REGISTERED
SUPPLIER / CONTRACTORS**

1. RINL may ban/ suspend the Business Dealing with the agency / remove the agency from the list of registered supplier/ contractors (with / without inter connected agencies) at any stage of the contract viz. Tendering, Awarding, Execution and during or even after expiry of Defect Liability Period/ Warranty/ Guarantee Period on the following grounds:
 - (a) If the Agency has been convicted of an offence under:
 - i) The Prevention of Corruption Act, 1988; or
 - ii) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
the Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;
 - (b) If it is determined that the Agency has breached the code of Integrity, the Agency shall be debarred for a period as specified in the General Financial Rules (GFR) issued by Govt. of India;
 - (c) In case of violation/ transgression of Integrity Pact (IP);
 - (d) If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
 - (e) If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RINL, during the last five years;
 - (f) If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
 - (g) If the Agency continuously refuses to return / refund the dues of RINL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
 - (h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
 - (i) If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
 - (j) If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;
 - (k) If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (RINL) or its official in acceptance / performances of the job under the contract;
 - (l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
 - (m) Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (RINL) or not;
 - (n) Based on the findings of the investigation report of CBI/ Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RINL) or even otherwise;
 - (o) Established litigant nature of the Agency to derive undue benefit;
 - (p) Continued poor performance of the Agency in several contracts;
 - (q) If the Agency misuses the premises or facilities of the Company (RINL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. RINL may decide to ban/suspend business dealing for any good and sufficient reason. Any other banning clauses mentioned elsewhere in the Tender Documents shall also be considered as a ground for banning/suspension of business dealing.)

2. 'Inter-connected Agency' shall mean two or more agencies having any of the following features:
 - (a) If one is a subsidiary of the other.
 - (b) If the Director(s), Partner(s) Manager(s) or Representative(s) are common;
 - (c) If management is common
 - (d) If one owns or controls the other in any manner
3. Any allegation(s) against an agency with good and sufficient reasons for banning business dealing with the agency, except for banning of business dealings with foreign suppliers of coal/ coke, shall be put up to Standing Banning Committee (SBC) of RINL for investigation.
4. In case of removal of the agency from the list of registered vendors/ contractors of RINL, the agency shall not be disqualified from competing in Global/ Open Tender Enquiries (GTE/OTE) but Limited Tender Enquiry (LTE)/ Single Tender Enquiry (STE)/ Short Open Tender (SOT) may not be given to the agency concerned.
5. If the allegations against any agency are of a serious nature, RINL may suspend business dealings with the agency (with / without inter connected agencies) pending investigation, with/ without any show cause notice. The suspension shall be for a maximum period of nine months (six months initial extendable by three months in case investigations are not completed) or till the decision of SBC, whichever is earlier. In case of suspension of the agency, RINL may consider to discontinue all the existing contract(s) with the agency. During the period of suspension, no further business dealing including placement of orders against tenders under finalization shall be made with the agency w.e.f. the date of suspension.
6. After issue of suspension order, till the conduct of the agency is under investigation, RINL will not entertain any correspondence / argument from the agency (except receiving reply to the show cause notice).
7. If the agency desires some information / clarification or desires to see any document before replying to the show-cause notice, the agency may appear in person in the Standing Banning Committee meeting on the stipulated date and time wherein the agency will be furnished the desired information including sharing of relevant document. If the agency requests for inspection of any relevant document in possession of RINL, necessary facility for inspection of documents will be provided. The agency may correspond only with the SBC.
8. Convener SBC shall issue notice to the agency asking him/her to attend the meeting in person or informing him/her that he/she may send his/her representative. The date, time and venue of the meeting shall be clearly mentioned in the notice. To meet the ends of 'Natural Justice ', two opportunities will be given to the agency to send their representative. In case of failure, SBC can proceed *ex parté*.
9. Opportunity will be given to the agency to submit any documents or evidence in his defense to SBC. Cross examination of the agency if required shall also be done by SBC.
10. The Banning Order based on the investigation by SBC shall be issued to the agency. In case of Banning of Inter -connected agencies the copy of the Banning Order shall be sent to known inter-connected agencies also.
11. Banned/Suspended agencies are not eligible for submission of quotations/offers against any type of tender (GTE/OTE/LTE/STE/SOT) during the period for which they have been suspended/banned for business dealings with RINL and if submitted, those quotations/ offers will be treated as unsolicited and shall not be considered.
12. The agency may file an appeal against the Banning Order to CMD-RINL within 30 days from the date of issue of the Banning Order.
13. Agency, may seek review of the banning order passed originally by RINL, either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the

Appellate Authority, upon disclosure of new facts / circumstances or subsequent development necessitating such review.

14. RINL may decide to circulate the name of agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
15. If business dealing with any agency has been banned by the Central or State Government or any other Public Sector Enterprise, RINL may, without any further enquiry or investigation, issue an order banning business dealing with the agency and its inter-connected agencies.

Note: 'Party / Contractor / Consultant/ Supplier / Purchaser / Customer/ Bidder/ Tenderer' is indicated as 'Agency'.

Terms related to Eligibility of a Bidder sharing land border with India or otherwise

- I. **Bidder** from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Tender means :-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary or an entity incorporated, established or registered in such a country: or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose **beneficial owner** is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation –
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more

interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V . An agent is a person employed to do any act for another, or to represent another in dealings with third person.

Note : Competent Authority for Registration, Procedure for Registration and Validity of registration shall be as per Office Memorandum No. F.No.6/18/2019-PPD Dated 23.07.2020 of Ministry of Finance, Govt. of India read with subsequent amendments / clarifications (if any).

FORMAT OF TENDERER'S SELF-DECLARATION CERTIFICATE

Date:

To,
GENERAL MANAGER (MM) I/c,
BLOCK 'A' PURCHASE DEPARTMENT,
ADMINISTRATIVE BUILDING, III FLOOR,
RASHTRIYA ISPAT NIGAM LTD.,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM 530 031.

Sub: Tenderer's Declaration Certificate as per Rule 144 (xi) in the GFR, GoI, Ministry of Finance, Department of Expenditure, Public Procurement Division, Order dated 23.07.2020 (F.No.6/18/2019-PPD) and **read with subsequent amendments / clarifications (if any).**

Ref: RINL Global Tender No. **Pur.24.17.0006/0002 Dt. 18.04.2024.**

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

****I hereby certify that M/s.....<Name of Tenderer>**in the capacity of Bidder submitting our Offer for supply of(Name of Offered Coal)is not from such a country, **or**, is from such a country and has been registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

I hereby certify that M/s.....<Name of Tenderer>fulfills all requirements in this regard and is eligible to be considered.

For & behalf of M/s.....

(Authorised Signatory)

Name:

Designation:

Contact details:

Seal:

**** Strike off whichever is not applicable.**

Note: This declaration should be on the Letter-Head of the Bidder and should be signed by an authorized person duly furnishing the authorization from the Director / Company Secretary.

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT



GLOBAL TENDER FOR SUPPLY OF 'IMPORTED COKING COAL'

TENDER No. Pur.24.17.0006/0002 Dt. 18.04.2024

Volume / PDF-II of Tender: PRICE BID (the pdf should compulsory be password protected) as per the Instructions to Tenderers) by

Messers: _____

(Signature and Seal of the Tenderer)

PRICE BID FORMAT

**Price Schedule for FOB PRICE & FREIGHT OFFER
for IMPORTED HARD COKING COAL**

For RINL Coal Category A:

S.No	Details	<u>RINL Coal – A</u>
1	Brand Name of Coking Coal offered	
2	Country of Origin	
3	Port of loading	
4	Quantity offered in Metric Tonne (MT)	_____ MT +/-10%
<u>Price (in figures as well as in words)</u>		
5	Price per MT FOB (Trimmed) Port of loading named at (3) above (Unit Price in US\$ per MT)	US\$ _____ PMT
6	Agent's Commission (if any) per MT included in 5 above	
7	Freight Offer for Gangavaram Port (Unit Price in US\$ per MT)	US\$ _____ PMT
8	Freight Offer for Visakhapatnam Port (Unit Price in US\$ per MT)	US\$ _____ PMT

.....
Signature and Seal of the Tenderer