

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



MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block-A, Administrative Building, Visakhapatnam Steel Plant
Visakhapatnam 530 031 (AP) INDIA
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Notice for Pre-Bid Meeting

I. INTRODUCTION:

- i) RINL/VSP intends to procure Imported BF Coke by floating Global Tender(s).
- ii) Accordingly, RINL is planning to convene a Pre-Bid meeting with the prospective bidders to clarify issues and to answer questions on any matter pertaining to tender conditions and finalise the tender document, which shall be issued for Global Open tendering subsequently.

II. KEY DATES:

- i) **Due date for submission of queries/clarifications : 25.06.2025**
- ii) **Date and time of Pre-Bid Meeting : 10.00 am (IST) on 26.06.2025**

III. GUIDE LINES FOR PRE-BID CONFERENCE:

- i) The previous Global Tender No. 25.17.0006/0002 Dt. 16.04.2025 along with the subsequent Corrigendum are attached to this Notice for ready reference.
- ii) All prospective bidders are requested to download the above mentioned previous Global Tender and examine the same thoroughly for any apparent conflict, discrepancy or error and forward their clarifications / doubts / requests, if any, in the attached format, along

with the details of contact person's name, mobile no. and e-mail ID (active) to the following email ids before the end date of submission as mentioned above:

a_chowdhury@vizagsteel.com

- iii) The prospective bidders who submit their response as mentioned above, shall attend Pre-Bid Conference either through virtual mode or in person at MM Dept., Visakhapatnam Steel Plant, Visakhapatnam on the date of pre-Bid Conference as mentioned above.
- iv) The Pre-Bid Conference shall be held with the prospective bidders or their authorized representative(s) who may choose to be present and RINL/VSP shall furnish replies to the queries/clarifications.
- v) The prospective bidders may please note that 'While RINL/VSP greatly values and honours the response from the prospective bidders, it may be appreciated that RINL/VSP may consider only such, which are in overall business interests of the Company and are within the frame work of various guidelines and policies applicable'.
- vi) Any modifications/changes to the Global tender document which may become necessary as a result of the Pre-Bid Conference or RINL's own initiative shall be processed subject to various guidelines and policies of RINL/VSP and the tender document shall be finalized, for issuing the Global Tender Notice subsequently.
- vii) Data regarding company profile, experience, capabilities, turnover etc. are **not** to be submitted along with the queries/clarifications.
- viii) Prospective bidders shall furnish the details of contact person's name, phone no.(direct), fax no., mobile no. and e-mail ID (active) for taking up the matters related to the subject work.
- ix) The date and time of the pre-bid meeting along with the link for the meeting will be uploaded in VSP website.

- GENERAL MANAGER (MM)I/c

ANNEXURE -1

**BIDDER'S QUERIES FOR PRE-BID DISCUSSION
(To be furnished only in EXCEL (.xls) format)**

Sl. No.	Reference of Bidding Document				Tenderer's/Bidder's Query
	Page No.	Part No.	Clause No.	Subject	

For & on behalf of M/s.....
(name and address of the Bidder)

STAMP & SIGNATURE
NAME OF SIGNATORY:
DESINATION OF THE SIGNATORY
MOBILE NO.:
EMAIL ID:

DATE:

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



Global Tender for procurement of 'Imported BF Coke'

Tender No. 25.17.0006/0002 Dt. 16.04.2025

Volume-I of Tender : TECHNO-COMMERCIAL BID (to be submitted in a separate sealed cover as per the Instructions to Tenderers)

Tender Document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and seal of the Tenderer)

The Bid Money / Bid Bond is remitted with the Tender by _____

BG/DD/ Bankers Cheque No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and Seal of the Tenderer)

Global Tender for procurement of `Imported BF Coke`

Broad Description of Tender Documents

S.No	Description	Pages
Volume-I:		
1	Global Tender Notice	3
2	Invitation to Tender (PART-I)	4 - 10
3	Proforma for Technical Specification of material (PART-II)	11
4	Proforma for Bid Bond in the form of Bank Guarantee (PART-III)	12 - 14
5	Instructions to Tenderers (PART-IV)	15 - 25
6	Proforma for Letter of Acceptance of RINL's terms and conditions of Tender (PART-V)	26 - 27
7	Proforma for Checklist (PART-VI)	28 - 29
8	Draft Acceptance to Tender / Agreement for the supply of BF Coke (PART-VII)	30 - 45
9	Technical Specification (ANNEXURE-I to Draft Acceptance to Tender / Agreement)	46
10	Terms & Conditions for delivery on the basis of FOB (Trimmed) Named Port(s) of Loading (ANNEXURE-II A to Draft Acceptance to Tender / Agreement)	47 - 50
11	Terms & Conditions for shipment of the material on the basis of C&F (Free out), Visakhapatnam (ANNEXURE-II B to Draft Acceptance to Tender / Agreement)	51 - 55
12	Proforma for Performance Guarantee Bond (ANNEXURE-III to Draft Acceptance to Tender / Agreement)	56 - 58
13	Declaration regarding Income Tax (ANNEXURE – IV to Draft Acceptance to Tender / Agreement)	59 - 60
14	Proforma for Letter of Authority from Cokery (PART-VIII)	61 - 62
15	Proforma for Declaration regarding Indian Agent (PART- IX)	63 - 64
16	Integrity Pact (PART-X)	65 - 69
17	Guidelines for Indian Agent of Foreign Suppliers / Contract Agencies	70
18	Banning / Suspension / Removal from the List of Registered Supplier / Contractors	71 - 72
19	Terms related to Eligibility of a Tenderer/Bidder sharing land border with India or otherwise; & Format of Tenderer's Declaration Certificate (PART- XI)	73 - 75
19	Price Schedule for VPT (PART-XII)	76 - 77

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GLOBAL TENDER NOTICE FOR PROCUREMENT OF 'IMPORTED BF COKE'

Global Tender No. 25.17.0006/0002 Dt. 16.04.2025

Sealed tenders are invited for supply of 60,000 Metric Tons of 'Imported BF Coke' with a Shipping Tolerance of +/-10% as per the specifications indicated in Tender document.

Last date & time for receipt of Tenders: 14.05.2025 by 10.30 HRS (IST).

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 on or before **10.30 hrs (IST)** on last date of receipt of tender 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

PART – I OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

Notice of Invitation to Tender for procurement of `Imported BF Coke`

- 1.0 Rashtriya Ispat Nigam Limited (RINL) Visakhapatnam Steel Plant, hereinafter referred to as PURCHASER, hereby invites Tenders for the supply of **Imported BF Coke** in conformity with the Technical Specifications **given in PART-II** of this Tender Document.
- 2.0 **QUANTITY:** RINL intends to purchase a quantity of **60,000 MT (Sixty Thousand Metric Tonnes) with a Shipping Tolerance of +/-10% of BF Coke (Low Ash Metallurgical Coke)** as per the specification indicated at **PART-II**, hereinafter referred to as the **MATERIAL**.
- 2.1 RINL / VSP intends to procure the total quantity of **BF Coke**, against this Tender, from **a single** source. In case the tendered quantity is not tied up with single source, RINL/VSP reserves the right to increase the number of sources to tie-up the tender quantity. However, VSP reserves the right to place order on single / multiple sources.
- 2.2 Offered quantity less than Parcel Size of 30,000 MT +/- 10%, shall not be considered for further evaluation by RINL (**VITAL**).
- 2.3 Tenderer who submit their Offer must quote for a minimum quantity of about 30,000 (Thirty Five Thousand) MT \pm 10% for BF Coke.
- 2.4 Director General of Foreign Trade (**DGFT**) vide Notification No. 44/2024-25 Dt. 26.12.2024 has placed import of Low Ash Metallurgical Coke under "Restriction". RINL shall obtain necessary clearance from DGFT for Import of Low Ash Metallurgical Coke.
- 3.0 **DELIVERY:**
The start date of laycan shall be within 30 days from date of (i) LOI (or) A/T whichever is earlier and (ii) RINL's confirmation email on clearance from DGFT, whichever is later between (i) and (ii), as per the schedule required by RINL / VSP for the first shipment of Parcel size of 30,000MT+/-10%.
The start date of laycan shall be within 60 days from date of (i) LOI (or) A/T whichever is earlier and (ii) RINL's confirmation email on clearance from DGFT, whichever is later between (i) and (ii), as per the schedule required by RINL / VSP for the second shipment of Parcel size of 30,000MT+/-10%.
In addition to the above, **the tenderer shall undertake deliveries as per clause no. 2.0 of Part-VII of tender document.**

Note:

- a) Tenderers are requested to note VSP's delivery schedule and quote their best delivery considering all aspects, as applicable to the tender.
- b) VSP reserves the right to reject offers not meeting VSP's schedules / to consider offers with best delivery schedule(s).
- c) Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein.
- 4.0 **TENDERERS ELIGIBLE TO QUOTE IN RESPONSE TO THIS INVITATION TO TENDER:**
- 4.1 The Tenders received from the following categories of Tenderers, will be considered by RINL / VSP.

Established BF Coke Producer(s) owning Cokeries and producing BF Coke.
(or)

BF Coke Suppliers offering BF Coke produced by a Cokery / Coke producer, duly backed by a Letter of Authority in original of the concerned Coke Producer / Cokery, specifically authorizing the said BF Coke supplier to make an offer in response to this Invitation to Tender.

4.2 PRE-QUALIFICATION CRITERIA (VITAL):

4.2.1 In case the Tenderer is Producer of BF Coke having own operational plant:

a) The Tenderer / Producer of BF Coke should have production capacity of minimum 64,000 MT / year of BF Coke .

In this regard, a certificate certifying the production capacity, issued by statutory Auditor should be submitted by Bidder on behalf of the Manufacturing unit/BF Coke producer .

b) The Tenderer / Producer should have experience of successfully supplied BF Coke of minimum 30,000MT during last 5 years (i.e. during March 2020 to March 2025)

The Tenderer should submit self certified copies of Purchase Orders along with Invoice copies (or) completion certificate issued by respective Purchaser, in support of execution of the order and Test Certificate (TC) pertaining to said executed supply order. The Bidder should also submit Test Certificate in line with Technical specifications of this tender document from a ILAC/IAF accredited Test house.

4.2.2 In case the Tenderers is Supplier of BF Coke :

BF Coke suppliers offering BF Coke produced on behalf of the Manufacturing unit/BF Coke producer, should submit Letter of Authority of the concerned Manufacturing unit/BF Coke producer specifically authorizing (as per format in tender) the said BF Coke supplier to make an offer in response to this NIT . The Producer of BF Coke (authorizing the Bidder for this Global Tender), should have production capacity of minimum 64,000 MT / year of BF Coke .

In this regard, a certificate certifying the production capacity, issued by statutory Auditor should be submitted by Bidder on behalf of the of the Manufacturing unit/BF Coke producer .

The Tenderer should have experience of successfully supplied BF Coke of minimum 30,000MT during last 5 years (i.e. during March 2020 to March 2025)

The Tenderer should submit self-certified copies of Purchase Orders along with Invoice copies (or) completion certificate issued by respective Purchaser, in support of execution of the order and Test Certificate (TC) pertaining to said executed supply order. The Tenderers should submit Test Certificate in line with Technical specifications of this tender document from a ILAC/IAF accredited Test house.

4.2.3 The Tenderers shall confirm to supply BF Coke as per the Technical Specification furnished in the Tender.

4.2.4 Tenderer should have Average annual financial turnover of Rs.65.0 Crores during the last 3 years i.e. Apr. 2022 - Mar. 2023, Apr. 2023- Mar. 2024 and Apr. 2024- Mar. 2025. Bidder shall furnish Relevant documents in support of 4.2.1 or 4.2.2 above i.e. copies of Annual reports (Balance Sheet, Profit & Loss account and Audited balance sheets) duly certified by the Chartered Accountant.

5.0 SPECIFICATIONS:

5.1 RINL / VSP desires to procure Imported BF Coke as per the Technical Specifications indicated in Column-3 of **PART-II** of the Global Tender. The Tenderer is required to indicate in Column-4 of PART-II of the Global Tender, their offered Guaranteed Maximum / Minimum specification against each of these parameters. This will be treated as the Bidder's Specifications. In case, Tenderers does not indicate any

parameter value in Column-4, then it will be construed that the tenderer has accepted the desired specification values as their Guaranteed specification values.

5.2 **The bids outside the desired specifications but, within the Absolute Maximum / Minimum Limit as stipulated under Column-5 of Part-II of the Tender Documents** would be financially evaluated as per penalties indicated at **Clause 6.0** of **PART-VII** in the Draft Terms and Conditions of Acceptance to Tender / Agreement. However, if any of the above properties of BF Coke offered falls outside the Absolute Maximum / Minimum limits stipulated under Column-5, such offers shall not be considered by RINL / VSP.

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

5.4 In the event of an Acceptance to Tender / Agreement materializing, the supplies should be as per the specifications Guaranteed by the Bidder in Column-4 and included in the Acceptance to Tender / Agreement.

6.0 EMD / BID MONEY / BID BOND:

6.1 Offers, accompanied with Bid money (**VITAL**) either in US Dollars (or) in Indian Rupees (INR) by means of either 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 **or Electronic Funds Transfer** or a Bid Bond in the form of Bank Guarantee (BG) as per the proforma placed at **PART – III** of the Tender Documents is established in favour of RINL for an amount as per the details given below will be considered.

Quantity Offered (MT)	EMD AMOUNT	
	INR	USD
30,000 / 60,000 (One shipment of 30,000MT / Two shipments each of 30,000MT)	70,00,000	81,750

No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the Tender. The check list format is enclosed at **PART - III A**. The Bid Bond shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank in Visakhapatnam and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds, DD and Banker Cheques issued by Co-operative banks are not accepted. **The Bid Bond should be valid for 150 (One hundred and Fifty) days from the last date fixed for receipt of Tenders.** The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

6.2 This Bid Money will not earn any interest.

6.3 The Tenderers may please note that the Bid Bond / Bid Money should be submitted either before opening or along with the **VOLUME-I: Techno-commercial Bid (VITAL)**. Tenderers may please note that the offers received without requisite Bid Bond / Bid Money shall not be considered further by RINL / VSP.

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

- a) Central/ State Government Public Sector Undertakings of India.
- b) SSI Manufacturing Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/ District Industries Centre of the state Government concerned for the item(s)/ item category of Tendered item(s) for which the Tenderer is registered with the respective authority.
- c) Manufacturing Units registered with RINL for the Tendered item(s).

SSIs / MSEs and Units registered with RINL for the Tendered item(s) need to submit notarized copies of the relevant, valid registration certificates for claiming exemption of EMD amount / Bid Money / Bid Bond. Tenderers may please note that Traders cannot claim exemption of EMD notwithstanding their status of registration as SSI/MSEs or otherwise.

However, they are required to establish the Performance Guarantee Bond as per **Clause 11.0 of PART – VII** of Tender Documents.

- 6.4 In case the offer submitted is withdrawn or modified by the Tenderer in a manner not acceptable to the Purchaser, before the expiry of validity or if Performance Guarantee Bond is not submitted within the time allowed as per terms and conditions, the Bid Bond / Bid Money shall be forfeited by RINL / VSP without any further reference to the Tenderer.
- 6.5 **Return of EMD (Bid Money / Bid Bond):** EMD (Bid Money / Bid Bond) of unsuccessful Bidder(s) will be returned within 15 days of Award of Contract to the Successful Bidder / intimation of rejection of the Techno-Commercial Offer. EMD of the bidder(s) on whom Contract was awarded, shall be returned after submission of Performance Guarantee Bond (PBG) and receipt of confirmation from bank on issuance of said PBG.
- 6.6 Tenderers have to ensure that in case the Bid Money is submitted by way of Electronic Funds Transfer, then the net amount reflecting at RINL's account should be equivalent to the EMD value as brought out at 6.1 above. RINL will not be responsible for deduction of any amount from the amount transferred on account of Bank's commission / transfer charges / swift charges / taxes / GST charges etc. Offers received without requisite value of EMD shall be rejected as brought out Para 6.3 above."
- 6.7 The EMD submitted by way of Electronic Fund Transfer, to be remitted to RINL as per the details mentioned below:

Name of the Organization : **Rashtriya Ispat Nigam Limited**
Address : **Visakhapatnam Steel Plant
Main Administrative Building
Visakhapatnam – 530 031**
Bank Name : **State Bank of India**
Account Number :

3	1	5	6	3	1	8	8	2	4	2
---	---	---	---	---	---	---	---	---	---	---

Type of Account : **Cash Credit**
MICR Code :

5	3	0	0	0	2	0	5	9
---	---	---	---	---	---	---	---	---

Swift Code :

S	B	I	N	I	N	B	B	7	4	5
---	---	---	---	---	---	---	---	---	---	---

IFSC CODE :

S	B	I	N	0	0	1	4	4	0	7
---	---	---	---	---	---	---	---	---	---	---

BANK ADDRESS : **COMMERCIAL BRANCH, 1st FLOOR, BALAJI METRO
D.NO.:43-29-54/B, NARONA ROAD,
CHAMBERS, DONDAPARTHY,
VISAKHPATNAM – 530016**

7.0 QUOTING OF QUANTITY:

7.1 Imported supplies / Import Offers (Tenderers offering Material produced in Cokery outside India and supplied through Sea):

- Tenderer **should quote quantity in multiples of shipments** of parcel size of 30,000MT +/-10% each.

8.0 QUOTING OF PRICES :

8.1 The price offered should be quoted in US Dollars on per Metric Tonne (of one thousand kilograms each) basis in the sealed Price bid

Note: In case of Indian firm, who is importing from foreign source, the said Offer and Order (if any) shall be considered as Imported Supplies against this Tender and the Order (if any) shall be placed on HIGH SEA SALES basis. The quoting of prices shall be in USD and payment shall be in INR.

8.1.1 The price of the MATERIAL offered should be quoted on the basis of FOB(Trimmed). **The freight shall also be quoted along with the FOB price (VITAL)**. Tenderers must therefore quote both FOB(T) and CFR(FO) prices in the sealed Price bid, as per instructions contained herein.

8.1.2 The FOB (Trimmed) price shall be quoted in the sealed Price bid and the said price shall be considered as "Price per MT FOB (Trimmed) with Port of loading as per techno commercial offer" and the "freight rate for both Gangavaram Port (GPL) as well as for Visakhapatnam port (VPT)" shall be quoted in the sealed Price bid'. Both the FOB(T) and Freight Rate is to be furnished as per the format given at **Part-XII** of tender document. The CFR(FO), GPL price will be arrived by summing up above quoted FOB(T) and Freight rate for GPL.

8.1.3 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 physical sealed bid shall be considered for the other Port(i.e. VPT or GPL) as well.

8.1.4 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'.

Illustration :

- i.) In case a tenderer is desirous to quote the GPL freight rate as USD 100 PMT (in sealed Price bid) and VPT freight rate as USD 97.00 PMT (in physical sealed bid), then the computed relativity of VPT freight rate in terms of Percentage (%) of freight rate offered for 'GPL' will be 97%.
- ii.) In case a tenderer is desirous to quote the GPL freight rate as USD 100 PMT (in sealed Price bid) and VPT freight rate as USD 107.00 PMT (in physical sealed bid), then the computed relativity of VPT freight rate in terms of Percentage (%) of freight rate offered for 'GPL' will be 107%.
- iii.) In case Freight offer for 'VPT' is not submitted or the same freight rate is offered for both GPL & VPT, then the relativity is 100%.

8.2 Any change in statutory taxes and duties during the original contractual delivery period shall be reimbursed at actuals. For this purpose, the rate of taxes, duties and levies considered should be indicated separately. Any change in taxes and duties beyond the original contractual delivery period shall be borne by the successful Tenderer.

Note: Applicable GST shall be indicated by the Tenderer in the Techno Commercial bid and will be paid extra on submission of tax invoice. In case Tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition.

8.3 The prices quoted by the tenderer in Part-XII (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.

8.4 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.

8.5 Tenderers are advised to note that the quoted prices are variable as per the Price Variable Clause (PVC) brought out at Cl. No. 2 of Par-IV and Cl. No. 3 of Part-VII of the tender document.

9.0 A duly signed and stamped **BLANK PRICE BID** in the format at Part XII should be submitted in the Techno- Commercial offer (VOLUME- I) as a confirmation that the prices are offered as per the Price Bid format.

10.0 Tenders will be accepted upto **10.30 Hours (IST) on 14.05.2025 (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.

11.0 Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended / Postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The Purchaser reserves the right to open the original offer along with revised offer(s).

- 12.0 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 13.0 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. In case of Part acceptance, RINL reserves the right to increase the Order Quantity upto the full Offered Quantity before the Validity of the Offer.
 - c) to reject the offers not confirming to the Tender terms.
 - d) to extend purchase preference as stipulated in Part-XI of tender document and subject to submission of documents as stipulated therein.

PART – II OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

TECHNICAL SPECIFICATIONS OF 'IMPORTED BF COKE'

Sl. No.	Technical particulars	Specifications Desired by RINL	Specifications guaranteed by the tenderer	Absolute Max. / Min. Limits
(1)	(2)	(3)	(4)	(5)
1.	Total Moisture (ARB)	5.0 % Max		10.0 % Max
2.	Ash (DB)	12.5% Max		13.5% Max
3.	Volatile Matter (DB)	1.0% Max		1.5% Max
4.	a) Sulphur (DB)	0.55% Max		0.60% Max
	b) Phosphorus (DB)	0.030% Max		0.035% Max
5	a) M10	7.0% Max		8.0% Max
	b) M40	82.0% Min		80.0% Min
6	a) Coke Strength after Reaction (CSR)	64.0% to 65.0%		62.0% Min
	b) CRI	22.0% to 24.0%		22.0% to 26.0%
7	a) Mean Size	50mm to 55mm		50mm to 55mm
	b) Size +90mm	5.0% Max		8.0% Max
	c) Size –30mm	5.0% Max		8.0% Max

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto (150 days from the due date of opening the Tenders) and also undertakes that this Guarantee can be invoked at the counters of our branch at Visakhapatnam address (IFSC Code :.....) which shall cater to the claim lodged on us and shall be acceptable.

For and on behalf of

(Name of the Bank)

Signature
Name
()

DULY CONSTITUTED
ATTORNEY AND
AUTHORISED
SIGNATORY

Designation :
Name and Address :
of the Bank
Issuing Bank IFSC Code :

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

(NAME AND ADDRESS TO BE SPECIFIED)

PART – III A OF TENDER DOCUMENTS

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:

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

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

Signature of the Tenderer

Date:

PART – IV OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

INSTRUCTIONS TO TENDERERS

1.0 CREDENTIALS AND SUPPORTING DOCUMENTS :

- 1.1 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED 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 separately in a sealed envelope super scribing “**CREDENTIALS**” and the **ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case may be along with the Tender:

For Overseas Tenderers:

- a) Notarised copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency in English Version.
- b) Self Attested copies of Audited Financial Statements for the last three years of the Bidder **(or)** Cokery Owner (or) Manufacturer.
- c) Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder **(or)** Cokery Owner **(or)** Manufacturer (not Compulsory).
- d) Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

For Indigenous Tenderers:

- a) Notarised Statutory Manufacturing / Service Industry Registration Certificate i.e. EM-Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs **(or)** Notarised Copy of Certificate of Registration of shops and Establishments for a Dealer / Agent / Trader etc. **(or)** Notarised Copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.
- b) Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.
- c) Notarised Copies of Excise, Sales Tax (CST, VAT, GST), Service Tax Registration Certificates and PAN card copy in the name of the company in case of Limited companies or in the name of individuals in case of Proprietary firms.
- d) Self-Certified Financial worth and audited financial statements for the last three (3) years.
- e) Self-Certified Purchase orders/contract copies for the same **(or)** similar tendered item(s).
- f) Self-Certified ISO certificate if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The Tender of un-enlisted vendor shall be rejected in case, RINL / VSP finds that the credibility of the un-enlisted 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 / VSP so desires. RINL / VSP’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 'BF Coke' Producers owning BF Coke Cokeries **(or)** BF Coke Suppliers offering BF Coke produced by BF Coke producers shall furnish information covering the following aspects:
- a) Statement mentioning the nature of ownership. Relevant documents, in support of the above statement.
 - b) Country of origin of 'BF Coke' .
 - c) Production capacity of BF Coke Cokery and average annual production for the last three years.
 - d) Distance of the BF Coke Cokery to the nearest port of shipment and mode of transport to the port of shipment.
 - e) Brand names (if any) of the BF Coke offered.
 - f) Contact person & Designation
 - g) Email id
 - h) Phone and fax numbers
 - i) 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 Tenderers who are the Producers / Cokery owner of BF Coke shall furnish **in original** the Letter of Assurance as per proforma at **PART – VIII (A)** of the Tender Documents. Tenderers who may be 'BF Coke' Suppliers shall furnish in original the Letter of Authority from the BF Coke Producers / Cokery Owners as per proforma at **PART – VIII (B)** of the Tender Documents, specifically authorizing the said 'BF Coke' Supplier to make an offer in response to this Invitation to Tender. The Letter of Assurance / Letter of Authority containing specific reference to the Tender number and date must be furnished along with the Techno-Commercial Bid (VOLUME-I) in line with Cl. No. 4.1 of Part-I above.
- 1.2.3 Tenderer should submit a Test Certificate as brought out at Cl. No. 4.2 of Part-I above.
- 1.2.4 Submission of Bid Bond / Bid Money 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 The Tenderer shall submit the details of sales made by them in the last two years along with the copy of Documents supporting the claim. The details shall include:
1. Number & Date of purchase order / Long Term Agreement
 2. Customer's name and address
 3. Grade of material and specification
 4. Quantity of sale
 5. Delivery required as per purchase order/Long term Agreement
 6. Actual delivery made
 7. Price
- 1.2.7 Acceptance of parcel size of 30,000 MT +/-10% shipping tolerance as per Clause 7.2 of **PART-IV**.
- 1.2.8 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**) along with the duly filled in Application form for registration of Indian Agent as detailed at **Clause 8.1.4 below**.
- 1.2.9 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**.

- 1.2.10 The tenderer shall mention the details of Independent Inspection Agency at Loadport 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.
- 1.2.11 Submission of Declaration regarding Income Tax towards foreign payments as per **ANNEXURE-IV** to Draft Terms and Conditions of Acceptance to Tender (**PART-VII**).
- 1.2.12 The Tenderers shall confirm that the currency of their quoted prices is **US Dollars**.
- 1.2.13 The Tenderers shall submit all necessary documents as required for fulfillment of the Pre-Qualification Criteria as detailed out at Clause 4.2 of Part-I above.
- 2.0 **PRICE:** The applicable prices for deliveries shall be as per **PRICE VARIATION CLAUSE (PVC)** mentioned at Para 3.0 of draft Order Terms and Conditions (Part-VII). There shall be no modification to the PVC clause (**VITAL**). Freight rate shall be firm for the entire period of the Supplier's performance of the Order, in other words, till completion of supplies and shall not be subject to any variation on any account. (**VITAL**)
- 3.0 **CURRENCY AND UNIT OF WEIGHT:** The price of MATERIAL offered should be quoted in US Dollars on per Metric Ton basis.
- 4.0 **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.
- 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 **ANNEXURE – IV** to Draft Terms and Conditions of Acceptance to Tender / Agreement (**PART-VII**) along with Techno-Commercial Bid.
- 6.0 **EVALUATION OF THE OFFERS:**
- 6.1 **The Technically and Commercially Acceptable offers will be evaluated on Landed Net of Input Tax Credit Price (LNIP) basis.** Illustration for Calculation of Landed Net of Input Tax Credit (LNIP) is detailed at Clause: 6.10.2 below.
- 6.2 In case, any of the Tenderers 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 LNIP option for the purpose of inter-se comparison and ranking among the Tenders (unless specifically mentioned in the Tender Document).
- 6.3 RINL / VSP , after opening the Techno-Commercial bids / bid Document, may seek in writing Documents / clarifications (except in case of EMD amount / Bid Money / Bid Bond) which are necessary for evaluation of the Tender / bid Document from the

Tenderers / bidders or issuing authority for confirmation of eligibility / pre-qualifications stipulated in the Global Tender.

- 6.4 There shall be no indication of Price in the Techno-Commercial bid, If prices are indicated there, such offers are liable to be rejected.
- 6.5 **The freight offer for GANGAVARAM port on Landed Net of Input Tax Credit Price (LNIP) basis will be considered for evaluation purposes.**
- 6.6 The offers outside the desired limits but within the absolute limits would be financially evaluated as per Rebate / Diminution **Clause 6.0 of PART-VII** of Tender documents.
- 6.7 (Left blank).
- 6.8 (Left blank).
- 6.9 RINL is employing SAP-SRM 7.0 for Electronic Tendering System. User Manual is available in our portal.. All enlisted/registered vendors of RINL would be provided User ID and Password for participating in RINL Reverse 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 (i.e. deadline for submission of Tender Response).
- 6.9.1 RINL-VSP shall have the option of conducting SRM Live Auction (Reverse E-Auction) in SAP-SRM platform without Start Bid Price prior to opening of the sealed Price Bid/s. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP’s SRM portal <https://srm.vizagsteel.com/> with the same User ID and Password. User manual for participation in e-auction is available in our portal mentioned above. In the e-auction, the bidders would be required to quote prices only on LNIP (Landed Net of Input Tax Credit Price) basis.
- 6.10 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 is given at Clause 6.10.2.** While inviting for Reverse e-auction, the values of relevant indices for both the months, previous to the month of TOD and Reverse e-auction shall be informed to the Tenderers for their reference.

Note:

The Average of the Platts Index “FOB North China 66/65 CSR” for all published days for March 2025 is:

Coke: USD 234.7500 PMT.

- 6.10.1 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. The Sealed Price Bids of all the TA & CA Tenderers irrespective of their participation in the reverse e-auction, shall be opened after reverse e-auction, and the corresponding LNIP price shall be updated using the PVC formula (as brought at Cl. No.3.1 of Part-VII of tender document) to the calendar month of the date of Reverse e-auction considering the indices of the previous months of the Tender opening date and Reverse e-auction date, for like to like comparison with Reverse e-auction LNIP price
- 6.10.2 A composite comparative statement shall be prepared for the purpose of Ranking amongst the tenderers, wherein the updated LNIP price of E-Price Bid shall be compared with the LNIP price of Reverse e-auction, and lower of these two LNIP prices will be considered for ranking.

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

S.No.	Details		
1	Quoted FOB Price, India – US\$/MT		100.00
1a	Loading towards deviation of Gurantee Specification		0.00
2	Freight : Gangavaram Port - US\$/MT		10.00
3	CFR Price - US\$/MT (S.No. 1 +1a + 2)		110.00
4	CFR Price - Rs./MT (S. No. 3 * Exchange Rate)		9,134.40
5	Insurance - @ Rs25.30 per Lakh (say)		2.31
6	GST on Sl. No.5	18.00%	0.42
7	CIF Price - Rs./MT (S. No. 4+5+6)		9,137.13
A	DUTY STRUCTURE		
8	Basic Customs Duty @ 5% (S.No. 7 * 5 %)	5.00%	456.86
9	Social Welfare Surcharge @ 10% (S.No. 8 *10%)	10.00%	45.69
10	Anti Dumping Duty @ Nil	0.00	
11	Anti Dumping Duty in Rs. (Sl. No. 10 * Ex. Rate)		0.00
12	IGST @ 5% of (7+8+9+11)	5.00%	481.98
13	Total Duty Payable (S.No. 8+9 + 11+12)		984.53
	HANDLING CHARGES		
14	HANDLING CHARGES (GPL)		304.51
15	GST on Sl. No.14	18.00%	54.81
16	Inland Rly. Freight		216.00
17	GST on Sl. No.17	18.00%	38.88
18	Total Handling Charges Rs./MT (Sl. No. 14+15+16+17)		614.20
19	GST @ 5% on Ocean freight (Sl. No. 2 in Rs.)	5.00%	41.52
20	Landed Price - Rs./MT (S.No. 7+ 13 + 18+19)		10,777.37
	Landed Net of Input Tax Credit (LNIP) Price Rs./ MT		
21	(S. No. 20-6-12-15-17-19)		10,159.76
22	Landed Net Input Tax Credit Price USD/ MT (S. No. 21) / Exchange Rate		149.43
	Exchange rate : 1 US \$ = Rs.		83.0400

Note:

- Exchange rate (*The RBI reference rate to be considered for exchange rate conversion; The RBI reference rate is available on the website of RBI <http://www.rbi.org.in/home.aspx>*) and Forward Premium rate as 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 Sealed Price Bids for making the composite comparative statement.
- In case RINL opts for only Sealed Price Bids, Exchange rate (*The RBI reference rate to be considered for exchange rate conversion; The RBI reference rate is available on the website of RBI <http://www.rbi.org.in/home.aspx>*) and Forward Premium rate as on the working day before the date of opening of Sealed Price Bids shall be considered for evaluation.
- Tenderers may please note that the applicable GST and taxes (if any) prevalent at the time of Reverse e-auction / opening of E-price Bids (as the case may be) shall be considered for evaluation of the offers.

6.12 RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price

6.13 The prices quoted in SRM portal and Sealed Price Bid shall be considered for evaluation. All terms and conditions for evaluation of the Offer including Technical Specification, Quantity Offered, Validity of the Offer, Taxes, etc. shall be as per the Techno-Commercial Offer received in Physical Techno-Commercial Bid and subsequent confirmations of the tenderer.

7.0 INDICATION OF BASIC SHIPPING TERMS AND CONDITIONS, FOR IMPORTS:

- 7.1 The detailed shipping terms are enclosed as the relevant Annexures to the Draft Acceptance to Tender / Agreement (Part - VII) to this Tender Document.
- 7.2 Parcel Size (shipment) shall be 30,000 MT +/- 10% shipping tolerance.
- 7.3 Tenderers should indicate the following details of the Loadport along with Techno-Commercial Bid (**VOLUME-I**):
- a) Name and location of Port of loading;
 - b) Restrictions, if any, at the loadport (viz., vessel dimension, type, size of the vessel etc.);
 - c) BF Coke loading facilities at the loadport (viz., whether Automatic / Manual ship loaders, shore grabs etc.);
 - d) Clearance dimensions of the MATERIAL loading gantries;
 - e) Sailing draught at the load port; and
 - f) Stowage factor.

8.0 INDIAN AGENT COMMISSION, IN CASE OF IMPORT OFFERS :

- 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. In case the Agent / Representative is a Foreign Company, it shall be confirmed whether it is a real substantial company and details of the same shall be furnished.
- 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(s) for such Indian agent, shall be furnished in **PART - IX in terms of percentage of FOB 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 income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification / law of the land. In addition, any other relevant detail as may be asked for by RINL / VSP subsequently shall also be furnished by the Tenderer.
- 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. The necessary 'Application Form' for registration of Indian Agent is to be downloaded from our web site www.vizagsteel.com under 'MM' menu and 'MM Tenders' sub menu. The application is to be submitted with necessary documents as contained therein along with the Techno - Commercial Offer of the foreign Tenderer.
- 8.1.5 The Indian agents commission, if any, should be included in the quoted FOB price 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 No.8.1 herein above and 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 Loadport (for FOB shipments) and Disport (for CFR shipments) on the basis of the Chargeable Weight at Disport. 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 BL Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land. No Indian Agent's Commission shall be payable in case of material found beyond Absolute Limits stipulated under **ANNEXURE-I** to Draft Acceptance to Tender / Agreement.
- 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 Tenderer directly and through his agents, both the offers will be rejected.
- 9.0 **LOADING ON ACCOUNT OF DEVIATION:** In case an offer with deviations is considered further, it shall be loaded suitably for the purpose of comparison 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 OFFER :** Each Tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **90 (Ninety)** days from the actual date of Tender opening.
- 11.0 **CONCLUSION OF ACCEPTANCE TO TENDER / AGREEMENT:**
- 11.1 When the offer of a Tenderer is accepted, PURCHASER will issue Acceptance to Tender to the successful Tenderer.
- 11.2 The terms and conditions of the Acceptance to Tender / Agreement shall be in accordance with the draft of the Acceptance to Tender / Agreement for supply of the MATERIAL as incorporated in **PART- VII** of these Tender Documents
- 12.0 **STATEMENT OF DEVIATIONS :**
- 12.1 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 - Part:A.
- 12.2 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.

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

12.4 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.

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

13.1 Offers should be submitted in two parts as follows:

	Form of submission	Due date & time
VOLUME-I: Techno-Commercial Bid (in Two copies and Separate envelope) along with EMD / Bid Bond (in Separate envelope) in original	In Physical Sealed form, as per the instructions given in this Tender document	10:30 AM on 14.05.2025
VOLUME-II: Price Bid as per Part-XII (in Separate envelope)	In Physical Sealed form, as per the instructions given in this Tender document	10:30 AM on 14.05.2025

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

VOLUME-I should contain all details (in **Two copies**) on Technical specification, Credential Documents (**one Copy**) other information / data and Documents required to be furnished with the Tender.

13.2 Each part of the Techno Commercial offer together with its enclosures should be placed in envelopes which should bear, in Block capital letters, superscription "Tender for supply of Imported **BF Coke** against Tender No. **25.17.0006/0002 Dt. 16.04.2025** and should also bear superscription:

VOLUME - I : TECHNO-COMMERCIAL BID should be sealed separately.

VOLUME-II : PRICE BID should be sealed separately

13.3 The envelopes **VOLUME-I (TECHNO-COMMERCIAL BID)** and **VOLUME-II (PRICE BID)** referred to in **Clause 13.2 above** should be placed in another envelope which should be addressed to the GENERAL MANAGER (MM)/c, Purchase Dept., Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India, and should bear, in Block Capital Letters, the superscription the following:

OFFER IN RESPONSE TO TENDER No. 25.17.0006/0002 Dt. 16.04.2025 for supply of Imported BF Coke
--

This envelope also should be sealed. The name and address of the Tenderer should be mentioned on this envelope as well as on the envelopes containing **VOLUME-I and **VOLUME-II****

13.4 ***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 and / or by Fax / E-mail.*
- c) (i) *Offers not confirming acceptance to Price Variation Clause (PVC).*
(ii) *Variable Freight rate being quoted against requirement of firm Freight rate.*
- d) *Offers not accompanying the requisite EMD / Bid Bond / Bid Money in line with the Tender conditions unless exempted for any reasons specified herein.*
- e) *Offers not confirming to submit Performance Guarantee Bond in line with the requirement of this Tender Document.*
- f) *Offered quantity less than One shipment of Parcel Size of 30,000 MT ± 10%.*
- g) *Specifications falling outside the Absolute Maximum / Minimum Limits stipulated in the Tender.*
- h) *Offers not submitting Freight rate for GPL.*
- i) *Offers not confirming the Integrity Pact exactly in line with the format enclosed.*
- j) *Offers not confirming to submit Declaration Certificate as per Part-XI of this Tender document.*
- k) *Offers not accepting Payment terms in line with the Tender conditions as mentioned at Pt. No.9. of PART - VII of this tender document..*
- l) *Offers not submitting requisite documents for fulfillment of PQC Criteria as mentioned at Cl. No. 4.2 of PART - I of this tender document..*

13.5 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.

14.0 **(left blank)**

15.0 **COMPLETENESS OF THE TENDER:**

15.1 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.

15.2 RINL/VSP shall at it's 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 the Tender. In case of failure to rectify the deficiencies within the time given, the Tender would be rejected / loaded as mentioned at **Clauses 6.0, 7.0 & 9.0 above**. In case of rejection, sealed Price bid of the Tender would not be opened and EMD amount / Bid Money / Bid Bond would be refunded. RINL / VSP shall not give time as above for submission of Bid Money / Bid Bond.

16.0 **INTEGRITY PACT (VITAL)** : Tenderer is required to unconditionally accept the "Integrity Pact" enclosed to the Tender Document at **PART - X** to the Tender Document and shall submit the same duly signed along with his offer. Offer of the Tenderer received without Integrity Pact duly signed, shall not be considered.

16.1 The details of Independent External Monitor nominated for this Tender are given hereunder :

Sl.No.	Name of the Independent External Monitor (I E M)
1	Shri. Soumen Mitra, IPS(Retd) National Court Flat 4, 13 Loudon Street Kolkata – 700 017 Mobile: 9830030345 e-mail: soumenmitracal@gmail.com
2	Shri Najib Shah, IRS (Retd.); najibshah@hotmail.com

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

Sri. GS Rao, General Manager (MM),
MM Dept., 3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031
Mobile: 9963566676 Email id: gsraovsp@vizagsteel.com

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

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: **+917815913742**, 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 DV Ravikumar (+91 9701348900)
a_chowdhury@vizagsteel.com dvravikumar@vizagsteel.com

or

K Sreenivasa Rao (+91 9618484858) or YS Sridhar (+91 9949758585)
kandregula@vizagsteel.com yssidhar@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.

PART - V OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

**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. 25.17.0006/0002 Dt. 16.04.2025.

With reference to your Tender Notice No. 25.17.0006/0002 Dt. 16.04.2025 for supply of **Imported BF Coke**, 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	2.0 of Draft Acceptance to Tender / Agreement	
2	Parcel size		
3	FOB / CFR Option for shipment	2.1 to 2.1.3 of Draft Acceptance to Tender / Agreement	
4	Rebate / diminutions in price for quality variations	6.0 of Draft Acceptance to Tender / Agreement	
5	Payment Terms	9.0 of Draft Acceptance to Tender / Agreement	
6	Submission of Performance Guarantee Bond	11.0 of Draft Acceptance to Tender / Agreement	
7	Load rate	8.1 Annexure-II A to Draft Acceptance to Tender / Agreement	
8	Demurrage / Dispatch for FOB	16.0 Annexure-II A to Draft Acceptance to Tender / Agreement	
9	Discharge rate	7.0 Annexure-II B to Draft Acceptance to Tender / Agreement	
10	Demurrage / Dispatch for CFR	9.0 Annexure-II B to Draft Acceptance to Tender / Agreement	
11	Integrity Pact	PART -X	
12	Acceptance to Price Variation Clause (PVC) for the entire period of performance of the Order	3.0 of Draft Acceptance to Tender / Agreement	
13	Any other (to be specified by the Tenderer for other deviations)		

.....
Signature and seal of the Tenderer

PART -VI OF TENDER DOCUMENTS
(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO-
COMMERCIAL BID (VOLUME-I) OF THE OFFER

1. Name of the Tenderer :
2. Address :
3. Quantity offered :
4. Name of Cokery Owner / Address / Email Address
of Cokery Owner :
5. Authorisation letter from Cokery 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 of Parcel size :
- 11 Acceptance of Tech. Specification :
- 12 .Acceptance of Rebate / Diminution of structure :
13. Acceptance to Purchaser exercising the option for
FOB or CFR for each shipment on
nomination / dispensation :
14. Whether sealed Price bid submitted :
15. Submission of Test certificate as per
para no:1.2.3 of Part-IV :
16. Acceptance to Price Variation Clause till completion
of the supplies :
17. Delivery schedule for the offered quantity
(i.e., upto One shipment of 30,000MT +/- 10%
in a month) :
18. Acceptance of Payment Terms :
19. Acceptance to submit Bid Bond :
20. Acceptance to submit Performance Guarantee Bond :

(Name & Signature of the Tenderer)

21. Acceptance and Submission of signed Integrity pact :
22. Details of Load Port (Import supplies)
23. Extant Tax Structure for Indigenous supplies :
24. Validity of offer :
25. Reverse e-auction user id (user id of SRM portal) :
26. Submission of Credentials :

26.1 For Overseas Tenderers:

- a. Notarised copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency in English version.. (YES/NO)
- b. Self Attested copies of Audited Financial Statements for the last three years of the Bidder **(or)** Cokery Owner (or) Manufacturer . (YES/NO)
- c. Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder **(or)** Cokery Owner (or) Manufacturer (not Compulsory) (YES/NO)
- d. Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts. (YES/NO)

26.2 For Indigenous Tenderers:

- a. Notarised Statutory Manufacturing / Service Industry Registration Certificate i.e. EM-Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs (or) Notarised Copy of Certificate of Registration of shops and Establishments for a Dealer / Agent / Trader etc. (or) Notarised Copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies. (YES/NO)
- b. Notarised Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms. (YES/NO)
- c. Notarised Copies of Excise, Sales Tax (CST, VAT), Service Tax Registration Certificates and PAN card copy in the name of the company in case of Limited companies or in the name of individuals in case of Proprietary firms. (YES/NO)
- d. Self-Certified Financial worth and audited financial statements for the last three (3) years. (YES/NO)
- e. Self-Certified Purchase orders/contract copies for the same or similar tendered item(s). (YES/NO)
- f. Self-Certified ISO certificate if any. (YES/NO)

(Name & Signature of the Tenderer)

PART -VII OF TENDER DOCUMENTS

(TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

**DRAFT OF ACCEPTANCE TO TENDER / AGREEMENT FOR THE SUPPLY OF
'IMPORTED BF COKE'**

Pur.

Dt.

M/s.

Dear Sir,

Sub: Acceptance to Tender No...../....., Dt.

Ref:1)Global Tender No. **25.17.0006/0002 Dt. 16.04.2025**

2) Your offer No.

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

1.0 **MATERIAL:**

1.1 The SELLER shall sell and the PURCHASER shall buy a total quantity of _____MT (In words____) (**....shipments of** parcel size 30,000MT +/- 10%) metric tons (of one thousand kilograms each) of **Imported BF Coke**, hereinafter referred to as the MATERIAL, in conformity with the Technical Specification incorporated in **ANNEXURE-I** to this Acceptance to Tender / Agreement and which shall constitute an integral part of this Acceptance to Tender / Agreement, for use in its integrated Iron and Steel works for production of Hot Metal. The quality of the **Imported BF Coke** to be supplied under this Acceptance to Tender / Agreement shall under no circumstances be inferior to the Technical Specification as contained in **ANNEXURE-I** to this Acceptance to Tender / Agreement. Material should be supplied from the same Cokery which is mentioned in the Offer and in the Authorisation Letter / Assurance Letter submitted in the tender.

2.0 **DELIVERY:**

2.1 The delivery shall be in Parcel size of 30,000MT+/-10% shipping tolerance

2.2 **RINL/VSP intends to take the delivery of shipments tentatively from June 2025 onwards. However, the tenderer shall undertake deliveries as below.**

The start date of laycan shall be within 30 days from date of (i) LOI (or) A/T whichever is earlier, and (ii) RINL's confirmation email on clearance from DGFT, whichever is later between (i) and (ii), as per the schedule required by RINL / VSP for the first shipment of Parcel size of 30,000MT+/-10%.

The start date of laycan shall be within 60 days from date of (i) LOI (or) A/T whichever is earlier, (ii) RINL's confirmation email on clearance from DGFT, whichever is later between (i) and (ii), as per the schedule required by RINL / VSP for the second shipment of Parcel size of 30,000MT+/-10%.

However, RINL / VSP reserves the right to postpone the delivery for all shipment/s upto a period of 2 months beyond the contracted delivery period, without assigning any reason and without any additional financial implication to the Purchaser.

2.1 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 and the Purchaser shall intimate the Laycan for the first shipment 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 advance notice for each Laycan thereafter shall be minimum 4 weeks from the start date of the Laycan, as per Purchaser's requirement and the 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 3 weeks from the date of the Purchaser's notice for laycan confirmation

2.1.1 RINL shall place Acceptance to Tender / Letter of Intent (LOI) for delivery of shipments normally on FOB basis. At its sole discretion RINL / VSP shall take delivery of the each shipment either on FOB basis or CFR basis. The shipments either on FOB(T) basis or CFR(FO) basis or part FOB(T) and part CFR(FO) basis shall be decided by the PURCHASER, at his sole discretion.

2.1.2 RINL / VSP reserves the right to exercise the option of FOB / CFR and the decision of FOB or CFR shall be communicated for each lot / shipment normally before 15 days from the start date of laycan or 5 days from the date of laycan confirmation, whichever is later.

2.1.3 **Upon confirmation of FOB / CFR:**

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

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

3.0 **Price:**

3.1 The applicable Price for the agreed quantity of Material for delivery in a calendar month shall be determined as per **the Price Variation Clause** defined below:

For Contracts in USD	
$MP_1 = MP_0 + 0.90 * (C_1 - C_0)$	
MP₀	= Material Price in the Base Month.
MP₁	= Applicable Material Price for the quantity agreed to be delivered in a month.
C₀	= Coke index in the month previous to the Base Month.
C₁	= Applicable Coke Index in the month previous to the month of agreed delivery.
Notes:	<p>1. Coke Index shall be Average of the Platts Index "FOB North China 66/65 CSR" for all published days of the relevant calendar month.</p> <p>2. Material Price(MP)</p> <ul style="list-style-type: none"> 'FOB price' shall be the 'Material Price'. <p>3. Base Month: If the Order placement is made based on Sealed Bid price then the Base Month shall be the calendar month of date of TOD; similarly, if it is on Reverse e- auction Price then the Base Month shall be the calendar month of date of Reverse e-auction; if the Order placement is made based on Negotiated price (i.e. if there</p>

	is reduction in the offered FOB / CFR price) then the Base Month shall be the calendar month of date of Negotiation; and accordingly the corresponding Material Price shall be the MP₀ .
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3.2 In case of Imported Supplies

- a) Base FOB Price(....LoadPort) (**MP₀**) is USD ...PMT.
- b) Freight: USD ...PMT, GPL and USD ...PMT, VPT
- c) Freight rate shall be firm for the entire period of the Supplier's performance of the Order, in other words, till completion of supplies and shall not be subject to any variation on any account.
- d) Base Indices: C₀ = USD...PMT
- e) **Indian Agents Commission:** the applicable price (P₁) is inclusive of commission of(%) percentage of applicable FOB price, payable in equivalent Indian Rupees, to M/s _____, the Indian Agent of the Seller. The Indian Agent's Commission, under normal circumstances, shall be paid 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 / dispatch claims relating to Loadport (for FOB shipments) and Disport (for CFR shipments) on the basis of the Chargeable Weight at Disport. 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 BL Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after deducting statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land. No Indian Agent's Commission shall be payable in case of material found beyond Absolute Limits stipulated under ANNEXURE-I to Draft Acceptance to Tender / Agreement.

3.3 The Purchaser shall endeavor to inform the Seller the applicable price for a calendar month, for the which price of MP1 is being worked out, within 7 working days after the last published index is known, by way of an amendment to the A/T.

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 SELLER.

4.2. For the purpose of insurance, the SELLER shall (1) intimate to the purchaser through FAX (Fax:+91 891-2518753/2518756 & email : tns_mm@vizagsteel.com vinodh_mm@vizagsteel.com; msvijay@vizagsteel.com; schoudhury@vizagsteel.com and(Insurance Company) as and when loading commence at port of loading with details such as Acceptance to Tender / Agreement, name of the vessel, port of loading, provisional quantity to be loaded and value etc; and also (2) within two working days from the date of Bill of Lading intimate to the PURCHASER by Fax (Fax: +91 891-2518753 / 2518756 & email: tns_mm@vizagsteel.com vinodh_mm@vizagsteel.com; msvijay@vizagsteel.com; schoudhury@vizagsteel.com) and _____(Insurance Company), the Acceptance to Tender / Agreement 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 and time of commencement and completion of loading, 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 SELLER 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 Load Port, the sampling and analysis of the MATERIAL delivered in each shipment, in accordance with the relevant ASTM / British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) through an 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 Load Port 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.

5.1.1.1 The gross sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of Loadport analysis, shall be divided into 3 parts.

5.1.1.2 The first part of the composite sample shall be used by the Independent Inspection Agency at Loadport for the determination of the Loadport analysis.

5.1.1.3 The second part of the composite sample shall be retained (for a period of 120 days) by the Independent Inspection Agency at the Loadport in suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE".

5.1.1.4 The third part of the composite sample shall be retained (for a period of 120 days) by the Independent Inspection Agency at the Loadport in suitably packed and sealed conditions and shall be treated as "LOADPORT REFEREE SAMPLE".

5.1.1.5 The quantity & size of PURCHASER's sample and the LOADPORT REFEREE SAMPLE retained by the Independent Inspection Agency at the Loadport shall be adequate to analyse all the technical parameters specified under the Technical specifications of the MATERIALS at Annexure – I to the Acceptance to Tender.

5.1.2 The SELLER shall furnish to the PURCHASER the certificate of Sampling and Analysis issued by the independent inspection agency at the Loadport indicating all the parameters mentioned in the Technical Specification.

5.1.3 The certificate of Sampling and Analysis shall be prepared in 8 (eight) copies, of which 6 (six) copies shall be airmailed by the SELLER to the PURCHASER within 7 (seven) days from the date of Bill of Lading in respect of each shipment and the remaining 2 (two) copies shall be submitted by the SELLER along with other Documents .

5.1.4 On no account, the Coke with Technical Specifications falling beyond the Absolute Maximum / Minimum Tolerance Limits mentioned in the Acceptance to Tender / Agreement shall be delivered.

5.1.5 The Sampling and Analysis Report of the material submitted by the Independent Inspection Agency at the Load Port will be final for all parameters for release of payment.

5.2. **AT DISCHARGE PORT AT THE TIME OF UNLOADING:**

5.2.1 The PURCHASER at his own cost, through Independent Inspection Agency of International repute, will carry out at the Discharge Port, the sampling and analysis of the MATERIAL delivered in each consignment, in accordance with the relevant ASTM/ British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications). In case the SELLER desires to appoint their independent agency for witnessing the sampling at

Discharge port at his cost, the Independent Inspection Agency appointed by Seller, shall witness the Sampling carried out by Independent Inspection Agency appointed by Purchaser. The sample shall be divided into four parts, one each for the Supplier and the Purchaser, one for the Analysis and one for 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 Seller agency, 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 BEYOND GUARANTEED VALUES:

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 Acceptance to Tender / 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:

Rebate(s) / Diminution(s) structure for Imported BF Coke			Penalty beyond Desired /Guaranteed Limits
Sl No	Parameter	Basis for application of Rebate / Diminution in price in respect of each shipment for deviation from the Maximum / Minimum Guaranteed by the Supplier subject to Absolute Maximum / Minimum limits.	Rebate / diminution in price which will be allowed by SUPPLIER to the PURCHASER per MT for Imported Supplies
1	Total Moisture (ARB)	Weight adjustment for every 1.0% (fractions pro rata) increase in Total Moisture beyond the Desired specification of 5.0% Max up to Absolute limit of 10.0% Max	Weight adjustment @ 1.30% * (refer 7.1.2 below)
2	Ash (DB)	Penalty for every 0.1% (fractions pro rata) increase in Ash beyond the Desired specification of 12.5% Max up to Absolute limit of 13.5% Max	0.15% of FOBT
3	Volatile Matter (DB)	Penalty for every 0.1% (fractions pro rata) increase in Volatile Matter beyond the Desired specification of 1.0% Max up to Absolute limit of 1.5% Max	0.15% of FOBT
4a	Sulphur (DB)	Penalty for every 0.01% (fractions pro rata) increase in Sulphur beyond the Desired specification of 0.55% Max up to Absolute limit of 0.60% Max	0.145% of FOBT
4b	Phosphorous (DB)	Penalty for every 0.001% (fractions pro rata) increase in Phosphorous beyond the Desired specification of 0.030% Max up to Absolute limit of 0.035% Max	0.145% of FOBT
5a	M10	Penalty for every 1 unit (fractions pro rata) increase in M10 beyond the Desired specification of 7.0 Max up to Absolute limit of 8.0 Max	0.75% of FOBT
5b	M40	Penalty for every 1 unit (fractions pro rata) decrease in M40 below the Desired specification of 82.0 Min up to Absolute limit of 80.0 Min	0.75% of FOBT

Rebate(s) / Diminution(s) structure for Imported BF Coke			Penalty beyond Desired /Guaranteed Limits
Sl No	Parameter	Basis for application of Rebate / Diminution in price in respect of each shipment for deviation from the Maximum / Minimum Guaranteed by the Supplier subject to Absolute Maximum / Minimum limits.	Rebate / diminution in price which will be allowed by SUPPLIER to the PURCHASER per MT for Imported Supplies
6a	Coke Strength after Reaction (CSR)	i) Penalty for every 1 unit (fractions pro rata) decrease in CSR below the 64.0 up to Absolute limit of 62.0 Min	0.75% of FOBT
6b	Coke Reactivity Index (CRI)	Penalty for every 1 unit (fractions pro rata) increase in CRI beyond the 24.0 up to 26.0	0.75% of FOBT
7a	Mean Size	-	-
7b	Size +90mm	Penalty for every 1% (fractions pro rata) increase in Size +90mm beyond the Desired specification of 5.0% Max up to Absolute limit of 8.0% Max	0.75% of FOBT
7c	Size -30 mm	Penalty for every 1% (fractions pro rata) increase in Size -30mm beyond the Desired specification of 5.0% Max up to Absolute limit of 8.0% Max	0.75% of FOBT

6.2 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.

6.3 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 SELLER shall, at his cost, determine the weight of the MATERIAL delivered at the port of loading by means of draught survey which shall be conducted by the independent inspection agency (through approved licensed marine surveyors) at the loadport, appointed by the SELLER and approved by the PURCHASER who shall issue the Certificate of Load port Draught Survey Weight. The Loadport Draught Survey Weight shall be final for the purpose of payment.

7.1.2 Where the Total Moisture (on "as received" basis) in the MATERIALS as disclosed in the Certificate of Sampling and Analysis at Loadport exceeds the Guaranteed Limit, the Chargeable Weight at Loadport for arriving at the estimated value of the material shall be calculated by reducing the Loadport Draught Survey Weight @ 1.3% for every 1.0% increase (fractions prorate) of Total Moisture over Guaranteed Limit subject to the Absolute Maximum Limit of 10% for shipments on FOB(T) basis and @ 1.0% for every 1.0% increase (fractions prorate) over Guaranteed Limit subject to the Absolute Maximum Limit of 10% for shipments on CFR basis. However, In case of exceptional circumstances, the consignments loaded / unloaded during winter or heavy rains, as per the certification of Meteorological Department / Independent Inspection Agency,

the Absolute Maximum Tolerance Limit of Total Moisture (on “as received” basis) may go up to 11%. In such cases, the Invoice Weight shall be reduced by the excess percentage of Total Moisture over 10% @ 1.45% for every 1.0% increase over 10% (fraction prorata) up to 11%.

7.2 **AT DISCHARGE PORT:**

7.2.1 The PURCHASER shall, at his own cost, determine the weight of the MATERIAL 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 SELLER may, at his option and at his own expense, depute his representative to be present at the time of determination of the Destination Port Draught Survey Weight.

In case the Seller desires to appoint their Independent Inspection Agency for witness of the Draught Survey 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 Draught Survey activity at the discharge port, by the Seller agency, the Independent Inspection Agency appointed by the Purchaser shall proceed with the Draught Survey and without any further reference to the Seller.

8.0 **QUALITY AND WEIGHT VARIATIONS, MATERIAL DIFFERENCES:**

8.1 If for any shipment against this Acceptance to tender, there are significant deviations from the quality of the MATERIAL stipulated under **ANNEXURE-I** to Draft Acceptance to Tender / Agreement or there are material differences in the analysis results and/or weight determined at the Loading port and at the PURCHASER's end (i.e. results of analysis of the disport Sample certified by Independent Inspection Agency appointed as per clause 5.2.1 and 7.2.1), the PURCHASER and the SUPPLIER shall meet within a specific time frame of three or four (3/4) 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 arisen out of the discrepancies.

8.2 If no agreeable solution as envisaged in **Clause 7.1 above** is arrived at, the PURCHASER may request the SELLER to send the LOADPORT REFEREE SAMPLE for analysis for those properties for which discrepancies are notified by the Purchaser, to an Independent internationally reputed Inspecting Agency viz; Centre de Pyrolyse de Marienau, (Branch of IRSID specially engaged in Coal research), Parc d' activities Forbach Ouest, F57600 FORBACH, France.

Both parties will have the right to be present during the Referee's finding, which shall be promptly obtained, and shall be final and binding on both parties. The Charges for sending the sample and testing at the above said Independent Inspecting Agency is to be borne by Seller initially However, the testing charges shall be reimbursed by Purchaser to the Seller on submission of the copy of the relevant invoices, in case the Purchaser is losing party.

8.3 In case the LOADPORT REFEREE SAMPLE analysis is not within the Absolute Limits stipulated under **ANNEXURE-I** to Draft Acceptance to Tender / Agreement, the Seller shall compensate the Purchaser as Under:

- The PURCHASER and the SELLER shall mutually make an assessment of the loss suffered by the PURCHASER and the PURCHASER shall be entitled to Reduction in Price in respect of the said Shipment on the basis of this assessment and such compensation on account of the loss is for a minimum

amount which is arrived by applying 3 times the rebate stipulated in Clause 6.0 Acceptance to Tender for such parameter(s) which are deviating. The above is in addition to the rebate that is applicable from specified Guaranteed limit to Absolute limit for such parameter(s).

8.3.1 In case the Seller happen to be the losing party as mentioned hereinabove in any shipment during the currency of the Acceptance to Tender, the PURCHASER shall have the right to terminate this Acceptance to Tender at the risk and cost of the SELLER.

9.0 **PAYMENT TERMS (VITAL):**

9.1 Payment shall be made after Load-port Sampling and Analysis for 100% freight (if CFR) and 100% value of the material under Letter of Credit (LC) with 60 days Usance period from the date of receipt of the documents, as mentioned in Clause 9.3.3 below, at the negotiating bank

The value shall be worked out on the basis of:

i) the applicable FOB price for the shipment in the relevant "month" shall be computed as per the PVC clause detailed at Para 3.0 above.

Note: Pursuant to clause 9.3.7 below, "month" referred hereinabove refers to the calendar month of the start date of the agreed laycan.

ii) the applicable FOB Price shall be adjusted for Rebates on account of Quality Variations observed in Loadport Sampling and Analysis, Freight (if any) and Indian Agent's Commission (if any).

iii) the Chargeable Weight at Loadport.

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

9.2 In case of material found beyond the Guaranteed Limits stipulated in Annexure-I to this Acceptance to Tender, the penalties, as mentioned at **Clause 6.1 above** shall be applicable.

9.3 **MODE OF PAYMENT:**

9.3.1 The PURCHASER shall establish Letter of Credit, 1 (one) business day prior to the first date of laycan, after receipt of requisite Performance Guarantee Bond and confirmation from issuing bank on issuance of said Guarantee (where PBG is submitted).

9.3.2 All bank charges at the SUPPLIER's end (i.e. all bank charges outside India including confirmation, advising, handling, reimbursement and usance interest charges) 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 Letter(s) of Credit established by the PURCHASER in favour of the SUPPLIER under this Agreement shall provide for payment as Clause .9.1 above on presentation of the following documents by the SUPPLIER at the counters of Negotiating Bank mentioned in the Agreement:

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, 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 Acceptance to Tender / Agreement certifying that the MATERIAL shipped is strictly in conformity with the Order - in quadruplicate. Such invoices shall also carry necessary adjustment for deviation in quality at loadport as per **Clause 6.1** of this Acceptance to Tender/ Agreement.
- c) Certificate of Sampling and Analysis issued by the Independent Inspection Agency at Loadport – in duplicate. Payment will not be released if the analysis result of any parameter exceeds the absolute maximum / minimum limit stipulated in the Acceptance to Tender / Agreement.
- d) Loadport Draught Survey Weight Certificate issued by the Independent Inspection Agency at Loadport – 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, 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 Cokery 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/Email advice of shipment to the PURCHASER and Insurance Company as referred to in **Clause 4.0 herein above**, - in quadruplicate.
- h) Certificate from the SUPPLIER clearly specifying the source of the Coke and that the material does not consist of mixed cargo – in duplicate.
- i) In case of CFR shipment, copy of the vessel acceptance issued by the Purchaser – in duplicate.
- j) SUPPLIER'S Certificate confirming that the documents mentioned under **Clause 9.3.5** have been sent directly to the Purchaser by Air Mail / Courier within seven days from the date of Bill of Lading – in quadruplicate.
- k) Copy of Amendment to the A/T issued by the Purchaser for the applicable Price for the shipment.
- l) 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 12.2 of A/T)
- m) RINL's confirmation email on clearance from DGFT.

9.3.4. In case the order is finalized on an Indian firm, who is importing from foreign source, the order shall be placed on HIGH SEA SALES basis and the payments shall be released in Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India" prevailing **(i)** as on one day before the scheduled date of

Reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bid (or) **(iii)** as on the due date of payment. Indian firm shall submit the Manufacturer Invoice with each shipment and the Sales contract of the said Indian Firm with Manufacturer shall be submitted at the time of signing the High Sea Sales (HSS) Agreement. HSS Agreement and Manufacturer Invoice will be additional negotiable documents other than mentioned at 9.3.3 above for payment.

9.3.5 Within 7 (seven) working days from the date of Bill of Lading, the SUPPLIER shall send 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 loadport.
- iv) Two copies of Loadport Draught Survey Weight Certificate.
- v) Two copies of Certificate of Origin.
- vi) Two copies of Certificate issued by the Cokery.
- vii) Two copies of Certificate issued by the Supplier regarding source.
- viii) Two copies of SUPPLIER'S Fax advice of shipment to the PURCHASER and Insurance Company for the purpose of Insurance.
- ix) Two copies of vessel acceptance issued by the Purchaser in case of CFR Shipments.

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

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

9.3.6 The SELLER shall fax / e-mail the following documents to the PURCHASER within 7 working days from the date of Bill of Lading: 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 tms_mm@vizagsteel.com; vinodh_mm@vizagsteel.com; msvijay@vizagsteel.com; schoudhury@vizagsteel.com).

9.3.7 In case the shipment is delivered (Date of Bill of Lading) beyond 7 days from the end date of the agreed Laycan and consequently there is a change in calendar month, then the applicable price of the said agreed Laycan shall be lower of the prices(FOB) of the calendar month in which shipment is delivered (Date of Bill of Lading) **or** the calendar month of Laycan start date.

10.0 **TERMS OF DELIVERY:**

10.1 The period of delivery is the essence of this Acceptance to Tender/ Agreement . The date of the Bill of Lading shall be the date of delivery in respect of each consignment.

10.2 The SELLER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the loadport(s) / loading point as to enable the nominated vessel / rake 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 SELLER may however, accept vessels with minor changes in laydays and quantities in case of FOB delivery terms.

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 Acceptance to Tender / 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 SELLER would be held responsible for any demurrage, port/ siding / store rent etc, which the PURCHASER may become liable to pay to the authorities at the discharge port in India.
- 10.6 After nomination of the vessel by the PURCHASER as stated at **Clause 10.3 above** and 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, in case of FOB delivery terms.

11.0 PERFORMANCE GUARANTEE(PG) BOND:

- 11.1 The SELLER shall establish a **Performance Guarantee (PG) Deposit / Bond for 5 % of the CFR (FO) value** of the contract within 15 days of the issue of the Acceptance to Tender/ LOI whichever is earlier.

(**Note:** the CFR(FO) Value shall be as per the Base LNIP price mentioned at Para 3.2 above)

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. Further, the deposit may be made through NEFT / SWIFT (electronic) transfer to RINL bank account as provided based on specific request. The bond shall be established as per the enclosed proforma at **ANNEXURE – III of PART – VII** of the Tender Documents in favour of RINL through any nationalized bank or scheduled commercial bank in India. In case the bank guarantee(BG) is issued by any bank out side 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 Acceptance to Tender/ Agreement. No change in the prescribed proforma of the Bank Guarantee shall be acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with the Tender. The check list format is enclosed at **ANNEXURE III A**.

- 11.2 The Performance Guarantee Bond shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the supplier and the Purchaser under the terms & conditions of the Acceptance to Tender / 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 specification and all other Documents referred to in the Acceptance to Tender / 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 shipment or one month after consumption of the total material supplied, subject to clearance from user department(certified at the end of the given month),

whichever is earlier, under the Acceptance of Tender / 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 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
yssidhar@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:**

- 12.1 The date of the Bill of Lading 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 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 23.0 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:**

- 13.1 Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender / 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 Acceptance to Tender / Agreement as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide **Clause 23.0 herein below.**

14.0 **RISK PURCHASE:**

- 14.1 The cancellation of the Acceptance to Tender / Agreement as stated in **Clause 13.1 herein above** may be either for whole or part of the Acceptance to Tender / Agreement at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender / 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 SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender / Agreement by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender / Agreement to the extent it is not terminated under the provisions of this Clause.

15.0 **RECOVERY OF SUMS DUE:**

- 15.1 Whenever under this Acceptance to Tender / Agreement any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Acceptance to Tender / 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 SELLER 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 SELLER for the breach of the Acceptance to Tender / Agreement.

16.0 **RESPONSIBILITY:**

- 16.1 The PURCHASER on the one hand and the SELLER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender / Agreement.

17.0 **TRANSFER AND SUB-LETTING :**

17.1 The SELLER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender / Agreement or any part thereof, either directly or indirectly, without the prior written consent of the PURCHASER.

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

18.0 **EXPORT LICENSE :**

18.1 It shall entirely be the responsibility of the SELLER 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.

19.0 **TAXES AND DUTIES:**

19.1 The SELLER 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.

19.2 If any tax has been paid by the Supplier in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices. GST shall be applicable on all penalties (like liquidated damages, risk purchase recovery, shortages, penalty for late delivery, forfeiture of security deposit/earnest money deposit etc.) if levied by the Purchaser on the Seller and shall be recovered along with GST applicable thereon. The Purchaser shall issue tax invoice in favour of the Seller for such recoveries.

19.3 GENERAL

i) Any new taxes and duties leviable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the contract to the satisfaction of Purchaser and production of documentary evidence after availing of statutory concessions, benefits etc. In case of any repeal / removal of taxes and duties or reduction in rate in existing taxes and duties, the benefit shall be passed on to the purchaser

ii) The Contractor shall pay and bear all other liabilities, taxes and duties not specifically agreed to by the Purchaser in the contract.

20.0 **IMPORT LICENCE:**

20.1 Import of the MATERIAL is presently under Open General License.

21.0 **COMPLETENESS OF THE ACCEPTANCE TO TENDER/ AGREEMENT AND MODIFICATION:**

21.1 This Acceptance to Tender / Agreement cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender / 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 Acceptance to Tender/ Agreement.

22.0 WAIVER:

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

23.0 FORCE MAJEURE:

23.1 If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under this Acceptance to Tender / 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. . Provided further that if the performance in whole or in part of any obligations under this Acceptance to Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, the non-affected party may at its option terminate the contract.

The party(Affected Party) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (Non-Affected 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.

24.0 ARBITRATION:

24.1 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

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.

25.0 LEGAL INTERPRETATIONS:

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

25.2 To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2020" shall be applied.

26.0 LANGUAGE

26.1 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.

26.2 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.

27.0 **LIABILITY OF GOVT. OF INDIA:**

27.1 It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender / 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 Acceptance to Tender / 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 SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to Tender / Agreement. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender / 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 Acceptance to Tender/ Agreement.

ANNEXURE - I TO

ACCEPTANCE TO TENDER / AGREEMENT NO PUR./ , Dt.

TECHNICAL SPECIFICATION FOR 'IMPORTED BF COKE'

Sl. No.	Technical particulars	Specifications guaranteed by the tenderer	Absolute Max. / Min. Limits
(1)	(2)	(3)	(4)
1.	Total Moisture (ARB)		10.0 % Max
2.	Ash (DB)		13.5% Max
3.	Volatile Matter (DB)		1.5% Max
4.	b) Sulphur (DB)		0.60% Max
	b) Phosphorus (DB)		0.035% Max
5	a) M10		8.0% Max
	b) M40		80.0% Min
6	a) Coke Strength after Reaction (CSR)		62.0 Min
	b) Coke Reactivity Index (CRI)		22.0 to 26.0
7	a) Mean Size		50mm to 55mm
	b) Size +90mm		8.0% Max
	c) Size -30mm		8.0% Max

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

- 1.0 **TYPE OF VESSELS:** The PURCHASER shall as far as possible, charter Gearless/Geared vessels required for carriage of the MATERIALS under this 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 Order and as further elaborated herein below.
- 2.1 The PURCHASER shall charter single decker vessels (with DWT over 40,000 MT) suitable for bulk loading of **30,000 metric tons** with a shipping tolerance of plus or minus **10% (Ten percent)** per voyage, at Ship Owner's or Charterer's (i.e. PURCHASER'S) option of BF COKE. 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 SUPPLIER to the PURCHASER regarding the Material loading facilities, acceptable dimensions of the vessels, clearance dimensions of the Material loading gantries and sailing draught at the Load Port(s).
- 2.2 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 BF Coke 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 Order shall, inter alia, provide for the following.
 - 1) The Ship owner shall bear and pay all port dues (except port loading charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable at the Loadport(s) on or with respect to the vessel(s).
 - 2) The Master of the vessel shall give Fax / e-mail advice(s) at the intervals of 7/5 days, 72 hours, 48 hours and 24 hours to the SUPPLIER regarding the ETA of the vessel and the quantity required to be loaded into the vessel at the Loadport.
 - 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 Loadport(s) and in each case free of expense to the SUPPLIER.
 - 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 Loadport(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.
 - 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 Loadport and such Bill(s) of Lading shall be endorsed by the Master of the vessel or the agents of the Ship owner at the Loadport within 24 hours after completion of loading. The Bills of Lading must be issued in the latest 'CONGEN BILL FORM' only.
 - 6) The Master of the vessel or the agents of the Ship owner at the Loadport shall release Bill(s) of Lading marked "Freight payable as per Charter Party" immediately after completion of loading.

- 4.1 **SHIPMENT SCHEDULE (LAY DAYS):** Based on the delivery schedule agreed upon between the PURCHASER and the SUPPLIER, the PURCHASER shall nominate vessel about two weeks prior to effecting of the shipment. The SUPPLIER shall confirm to the PURCHASER by E-mail / Fax the acceptance of such vessel(s) within 1 (One) working day of the nomination such thereof. The laydays for each vessel shall be narrowed down to 10 days, in advance of the ETA of the vessel at the Loadport.
- 4.2 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.
- 4.3 The SUPPLIER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the Loadport(s) as to enable the nominated vessel to off take the ordered quantity within the delivery period.
- 4.4 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 Order, the PURCHASER shall intimate to the SUPPLIER relevant particulars of such vessel. The PURCHASER reserves the right to appoint his own agent(s) at the Loading port(s).
- 6.0 The SUPPLIER shall arrange to deliver / load the MATERIALS FOB (TRIMMED) into the vessel(s) nominated by the PURCHASER and accepted by the SUPPLIER at the Port(s) of loading.
- 7.0 The SUPPLIER shall arrange for a safe loading berth for the vessel at the notified Loading port.
- 8.1 **GUARANTEED LOAD RATE:** The SUPPLIER shall guarantee to deliver / load the MATERIALS into the vessel(s) (FOB Trimmed), at the rates and terms mentioned herein under:

For Vessels with Capacity to ship Parcel of	Guaranteed Rate of Loading Terms per Weather Working Day (PWWD) of Twenty Four Consecutive Hours Sundays Holidays included (SHINC)
30,000 +/-10%	15,000 Metric Tonnes

- 8.2 If any overtime work is performed by the crew of the vessel at the port of loading at the instance of the SUPPLIER, crew's overtime shall be borne and paid for by the SUPPLIER.
- 9.1 **NOTICE OF READINESS(NOR):** Upon arrival of the vessel at the outer anchorage or at the pilot station of the Loadport, whether the vessel is in free pratique or not and in berth or not, Master of the vessel shall serve on the SUPPLIER the Notice of Readiness (MASTER'S N/R) of the vessel to load cargo at any time in or out of office hours on all days (SHINC).
- 9.2 If the vessel, whether in free pratique or not, is found by the SUPPLIER 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 SUPPLIER in the STATEMENT OF FACTS which is also to be accepted and signed by the Master / Agent of the vessel at the Loadport. In such an event, the laytime 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 Laytime (i.e loading time) shall commence 24 hours after the time at which MASTER'S N/R is 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 laytime 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.

11.0 The SUPPLIER 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 SUPPLIER 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 damage caused to the vessel by stevedores, if any, are to be settled between the SUPPLIER and the Ship Owners, without any implication to PURCHASER. The SUPPLIER shall remain responsible for settlement of such claims. Any damage shall be notified in the SOF.

The Master / Agent of the vessel at the Loadport should notify in SOF in writing of any alleged damage to the vessel by the stevedores and failure to so notify shall bar any claim thereof. In any event, any such claim shall be barred if not made prior to the departure of the vessel from the Loadport where damage is alleged to have occurred.

12.0 Should the SUPPLIER fail to deliver / load the MATERIALS into the vessel(s) in full or in part for reasons excluding Force Majeure the SUPPLIER shall be liable to the PURCHASER for all payments or expenses which the PURCHASER may incur by reason of such non delivery including dead freight or extra freight, demurrage to the vessel and/or any other charges and expenses of whatsoever nature which may be incurred by the PURCHASER.

13.0 Immediately on completion of loading of the material into the Vessel, within 48 hours the Supplier shall furnish the following details of shipment by E-mail and fax 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 SUPPLIER shall obtain from the Master of the vessel or the Agents of the vessel at the Loadport '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 Loadport duly signed by the Master of the vessel / Agents of the vessel at the Load port and the SUPPLIER or their Agents at the Loadport. Before sailing of the

vessel from the Loadport, 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 laytime allowed and laytime 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 SUPPLIER 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 SUPPLIER. The SUPPLIER should submit Loadportlaytime statement including SOF, demurrage / despatch calculation within 30 days from the date of B/L for each vessel. .
- 16.2 On final settlement of Lay time calculations between the SUPPLIER 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 120 days from the date of B/L.
- 17.0 All the shipping documents like Original B/L, Certificate of Country of Origin, Load port Sampling and Analysis Certificate, Load port Draft Survey Weight Certificate etc. should be sent by the SUPPLIER 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 SUPPLIER 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 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 the SUPPLIER's account who shall be fully responsible for all the consequences arising out of it.

Note :

1. Name, Address, FAX / e-mail and telephones numbers for serving Notice regarding ETA of the Vessel and Notice of Readiness of the Vessel to the SUPPLIER at the Load port as per Para 3.2 and 9.0 hereinabove:

M/s _____

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

1.0 TYPE OF VESSELS:

- 1.1 The SUPPLIER shall effect shipment in single-decker Gearless/Geared vessels (with DWT over 40,000 MT), subject to the approval of the PURCHASER,

The vessel nominated by the SUPPLIER 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 BF Coke in bulk and shall be maintained as such for the duration of the voyage.

The Vessels shall preferably be less than 14 years of age but not exceeding 18 years of age. Entire extra insurance on cargo, if any, by reason of Vessel's age, Flag or Class to be for SUPPLIER's account.

The SUPPLIER 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 SUPPLIER shall confirm that the nominated Vessel is able to meet all discharge port limitations / requirements / conditions. 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.

- 1.2 RINL reserves the right to handle the vessel either at Visakhapatnam Port (VPT) or at Gangavaram Port (GPL), INDIA. The Supplier shall ensure that the vessel engaged by them for shipment of the MATERIALS under this Order comply with the limitations and is able to meet all limitations/requirements/conditions at the discharge port (GPL / VPT).

- 2.0 **GENERAL CP PROVISIONS:** The SUPPLIER shall ensure that the charter parties governing shipment of the MATERIALS under this Order contain, inter-alia, the following provisions:

- 2.1 Immediately on sailing of the vessel, the Master of the Vessel shall give Fax / E-mail advice regarding ETA VISAKHAPATNAM, INDIA to the PURCHASER. Thereafter, the Master of the vessel, shall Fax / E-mail at intervals of 14 days / 10 days / 7 days / 72 hours / 48 hours / 24 hours regarding ETA of vessel to the PURCHASER (Fax: +91-891-2518753 / 2518756, E-mail: tns_mm@vizagsteel.com; vinodh_mm@vizagsteel.com; mbhagat@vizagsteel.com; schoudhury@vizagsteel.com) as well as to under mentioned port office of the PURCHASER:

T&S – PORT OPERATIONS, III FLOOR, MAIN ADMINISTRATIVE BUILDING, RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM - 530031 (Ph./Fax: +91-891-2519520 / +91-891-2566097, E-mail: ramu_ks@vizagsteel.com & tns.port@gmail.com)

- 2.2 The SUPPLIER 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).

- 2.3 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 the vessel to the representative of the PURCHASER for perusal, after the berthing of the vessel.

- 2.4 The Master of the vessel shall allow on board the vessel the representatives of the independent cargo inspection agency / marine surveyors appointed by the PURCHASER and provide such information / assistance as may be required by them in connection with the performance of their assigned duties.
- 2.5 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 ports of discharge at all times and in each case free of expense to the PURCHASER.
- 2.6 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.
- 2.7 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 SUPPLIER shall on receipt of Fax / Email 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.
- 2.8 The overtime of the crew shall be to the account of the vessel unless ordered by the PURCHASER.
- 2.9 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, PURCHASER shall not be responsible. Claims for damage caused to Vessel by Stevedore during discharge at GPL / VPT are to be settled between Ship-owners and Stevedore, failing which, PURCHASER to remain responsible 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. Failure to submit final claim within 30 days from the date of discharge completion, will debar the claim and relieve PURCHASER / Stevedore of all responsibilities. In the absence of a joint survey, the claim shall stand barred and PURCHASER / Stevedore shall stand absolved and relieved of all responsibility.

3.0 **INTIMATIONS TO BE SENT BY THE SUPPLIER TO THE PURCHASER ON NOMINATION OF VESSELS FOR SHIPMENT AND COMPLETION OF LOADING OF VESSELS AT LOADPORT:**

- 3.1 SUPPLIER shall so arrange for each shipment of MATERIALS hereunder to conform with agreed Delivery Schedule and shall nominate each vessel 30 days in advance to the PURCHASER by Fax / 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 length
- 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) Quantity of the MATERIALS proposed to be loaded
- xiv) Laydays and ETA of 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 Fax / Email to the SUPPLIER within 2 (two) working days his acceptance or otherwise of the above nomination.

3.3 The PURCHASER reserves the right to appoint his own Charterer / protective agent 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 agents at the Indian port(s) of discharge. The SUPPLIER shall consign the Vessel(s) to RINL / their Agent(s) at the Indian Port(s) of Discharge at customary agency fees payable by the Vessel / Owners to such agent(s). The charterers agency fees must be paid to the agent nominated by RINL within 30 days of completion of discharge at the respective port (s).

3.4 Within 48 hours of sailing of the vessel from the Loadport, the SELLER shall give the following details by Fax 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 and time of sailing of the vessel from the port of shipment.
- vi) ETA VISAKHAPATNAM East Cost India.

4.0 OPTION FOR DISCHARGE OF CARGO AT SECOND SAFE BERTH BY THE PURCHASER:

4.1 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 PURCHASER exercising the option as aforesaid, 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. 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 cost 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 N/R):

5.1 Upon arrival of the Vessel within the port of discharge and in freepratique and after being ready in all respects to discharge the cargo, the Master of the Vessel shall serve on the concerned port office(s) of the PURCHASER (referred to in Clause 2.1(a) herein above) the Notice of Readiness (NOR) of the Vessel to discharge cargo (MASTER'S N/R) in writing at any time in or out of the office hours.

6.0 TIME COUNTING PROVISIONS:

- 6.1 Time to count 24 hours after NOR is served by the Master of the Vessel and accepted on arrival of the Vessel within port limits and whether in berth or not and in free pratique and ready in all respects to discharge the cargo unless used. If Used, actual time to count. If turn time of 24 hours expires on Saturday afternoons, Sundays, Holidays the Lay time shall commence at 0930 hours 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 Time used for Customs formalities, Vessel/Port Safety related stoppages (i.e. to maintain under keel clearance / shift ship along berth etc), Vessel delays and any other delays not attributable to Charterer shall not count as laytime even if the Vessel is already on demurrage.
- 6.4 Time used for opening and closing of hatches, gangway placement, warping, grab fixing (if applicable) to be for vessel's account and not to count as laytime even if the Vessel is already on demurrage.
- 6.5 Non Weather Working Days declared by Port Authorities and bad weather / rain periods if reported in Statement of Facts shall not be counted as laytime, even if load/discharge operations are continued for some part of day even if the Vessel is already on demurrage.
- 6.6 Shifting time to be excepted from pilot boarding time in case of pilot boarding before movement of Vessel.
- 6.7 Laytime (basis B/L qty) shall cease upon completion of loading/discharging.
- 6.8 Owners / Master / their Agents shall allow on board the representatives of Inspecting Agency / Marine Surveyors nominated by Charterer to carry out Draft Survey (initial / interim / final) and to inspect / supervise at all stages of discharging of Cargo at discharging ports. Time used for Draft Survey (initial / interim / final) / check at discharge ports to be for vessel's account even if Vessel is already on demurrage.
- 6.9 If, after berthing, the vessel is found by the Port Authorities / PURCHASER not ready in all respects to discharge, Laytime will not commence until the vessel is in fact ready in all respects to discharge.
- 6.10 For Geared Vessels, In the event of breakdown of gear / cranes / winches and other equipment of the vessel by reason of disablement or insufficient power etc. the period of such insufficiency shall not count as Laytime, irrespective of whether the Vessel is on demurrage or not.
- 6.11 Time lost by reason of any or all of the following causes preventing discharge of the cargo shall not be computed as Laytime unless the vessel is already on demurrage
 - i) War, rebellion, tumult, political disturbances, insurrections
 - ii) Lockouts, Strikes, Riots, Civil commotion
 - iii) Epidemics, Quarantine, Landslips, Floods, Frost or Snow, bore tides, bad weather.
 - iv) Stoppage of work, whether partial or general, by workmen, Longshoremen, Tug-boat men or other hands essential to the working of the vessel or discharge of cargo from the vessel.
 - v) Accidents at the wharf.
 - vi) Intervention of Sanitary, Customs and/or other constituted authorities.
 - vii) Stoppage, whether partial or total, on rivers and canals.
 - viii) Any other cause beyond the control of the PURCHASER.

6.12 In the event of declaration of Force Majeure by the Charterer, time lost at discharge port shall not count as laytime unless Vessel is on demurrage.

7.0 GUARANTEED DISCHARGE RATES:

7.1 The SUPPLIER 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.

Subject to the provisions herein above, the average guaranteed discharge rate will be 20,000MT at mechanized berth or 15,000MT at other than mechanized berth PWWD of 24 consecutive hours basis 5 hatches on SHINC terms. 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 SUPPLIER at the port of discharge.
- iii) Representative of PURCHASER.

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

9.1 In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of laytime used shall be based on the provisions contained herein. 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, which shall be as per market but subject to a cap (ceiling) of USD 36,700 PDPR HD WTS for Demurrage. The Supplier shall produce a copy of the Charter Party showing the rate of demurrage / dispatch to the Purchaser. In the case of despatch, the SUPPLIER 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 SUPPLIER. The SUPPLIER / PURCHASER shall submit claim within 30 days of completion of discharge. The final settlement of the account of demurrage / despatch in respect of each vessel shall be effected directly between the SUPPLIER and the PURCHASER on the above basis, within 120 days from the date of discharge completion.

10.0 VESSEL AGENTS: Vessel shall be consigned to charterer's agents at discharge ports. Seller/Vessel owners shall pay the customary agency fee to the charterer's agents at discharge ports. The agency fee payable to charterer's DP agent shall be as per the Vizagapatam chamber of commerce tariff. Charterer's agent at disport will perform cargo related activities only and for vessel related works, vessel owners may appoint their agents (OPA) at disport.

**PROFORMA OF BANK GUARANTEE (BG) FOR
PERFORMANCE GUARANTEE (PG) BOND**

(To be submitted on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG .)

To be established 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 SELLER) and MESSERS. RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Acceptance to Tender / Agreement No..... Dated (hereinafter called the said Acceptance to Tender/ Agreement) for the supply of _____ metric tons of **Imported BF Coke** _____ (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 SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of US\$ / INR _____) against any loss or damage that may be caused to or suffered by the PURCHASER by reason of any breach by the SELLER of any of the terms and conditions of the said acceptance to Tender / Agreement and/or in the performance of the said acceptance to Tender / Agreement by the SELLER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said acceptance to Tender / Agreement or in the performance thereof has been committed by the SELLER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.
3. We, _____ (name of 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 acceptance to Tender/ 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 acceptance to Tender / Agreement or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of 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 acceptance to Tender / 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 acceptance to Tender / Agreement or to extend the time of performance of the said acceptance to Tender / Agreement by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said acceptance to Tender / 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 SELLER 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 SELLER 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 :

Place : Visakhapatnam
Date:

ANNEXURE - III A OF ACCEPTANCE TO TENDER / AGREEMENT

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:

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(MATERIAL)

Ref: Acceptance to Tender (Contract) No. #.

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(MATERIAL) activity in connection with the subject Contract have been / would be entirely executed on the high sea as off-shore supply i.e. no portion of the above activity will be executed from any Permanent Establishment” within India.

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

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

Yours faithfully,

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

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

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."

PART – VIII OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

A) LETTER OF ASSURANCE OR AUTHORITY FROM BF COKE COKERY OWNER / PRODUCER

To
CHIEF GENERAL MANAGER (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 Notice No. **25.17.0006/0002 Dt. 16.04.2025**

We..... (name & address) an established and reputed **BF Coke** Cokery owner / Producer of..... (name and address of Cokery) 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 Acceptance to Tender / 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 **BF Coke** Cokery owner / Producer with seal)

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

B) LETTER OF AUTHORITY FROM BF COKE COKERY OWNER / PRODUCER

To
CHIEF GENERAL MANAGER(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 Notice No. **25.17.0006/0002 Dt. 16.04.2025**

We..... (name and address) an established and reputed **BF Coke** Cokery owner / Producer of..... (name and address of Cokery) do hereby authorise M/s.....(Name and address of Seller) 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/s.....and ourselves shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender / Agreement.

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 **BF Coke** Mine owner / Producer with seal)

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

PART – IX OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

DECLARATION REGARDING INDIAN AGENT

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

Dear Sir,

Sub: Your Tender Notice No. 25.17.0006/0002 Dt. 16.04.2025 for supply of
Imported BF Coke.

1. With reference to the subject Tender, we wish hereby inform you that we have appointed as our Indian Agent. 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 Bill of Lading (B/L) Date and it

shall not be subject to any further exchange variation and shall be paid only in Indian Rupees after deducting income tax as applicable and other statutory dues, if any. In case of such deductions, necessary certificate shall be issued as per government notification/ law of the land.

3. In the event of an Agreement 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 Loadport 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 / VSP by virtue of any incorrect statement in the above declarations, we would indemnify RINL / VSP for the consequences

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

PART – X OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. 25.17.0006/0002 Dt. 16.04.2025)

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:

3.0 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.

4.0 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)

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 (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.

Dt.

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 BF COKE'

TENDER No. Pur. 25.17.0006/0002 Dt. 16.04.2025

Volume-II of Tender: PRICE BID (to be submitted in a separate sealed cover as per the Instructions to Tenderers) by

Messers:

(Signature and Seal of the Tenderer)

PART – XII OF TENDER DOCUMENTS

(GLOBAL TENDER No. 25.17.0006/0002 Dt. 16.04.2025)

PRICE BID FORMAT

**Price Schedule for FOB PRICE &FREIGHT OFFER
for Imported COKING COAL for Imported Supplies for a Parcel size of 30,000 MT +/-
10%**

S.No	Details	<u>IMPORTED BF COKE'</u>
1	Port of loading	
2	Quantity offered in Metric Tonne (MT)	_____ MT +/-10%
<u>Price (in figures as well as in words)</u>		
3	FOB (Trimmed) Port of loading named at (1) above. (Unit Price in US\$ per MT)	
4	Agent's Commission (if any) per MT included in 5 above	
5	Freight Offer for Gangavaram Port (Unit Price in US\$ per MT)	
6	Freight Offer for Visakhapatnam Port (Unit Price in US\$ per MT)	

.....
Signature and Seal of the Tenderer

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



MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block A, 3RD Floor, Main Administrative Building,
Visakhapatnam - 530 031 (AP) INDIA

Phone: +91 891 2519503 / 3500234 Ext. 21015, Fax: +91 891 2518753 / 2518756
E-Mail: a_chowdhury@vizagsteel.com / dvravikumar@vizagsteel.com /
kandregula@vizagsteel.com / yssridhar@vizagsteel.com

CORRIGENDUM NO. 1 DT. 14.05.2025

TO

GLOBAL TENDER NOTICE FOR PROCUREMENT OF 'IMPORTED BF COKE'

Global Tender No. 25.17.0006/0002 Dt. 16.04.2025

- 1.0 Last date & time for receipt of Tenders against the above referred tender has been extended till: 21.05.2025 by 10.30 HRS(IST).**
- 2.0 All other terms shall remain unchanged.
- 3.0 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 on or before 10.30 hrs (IST) on last date of receipt of tender 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

RASHTRIYA ISPAT NIGAM LIMITED
(Government of India Enterprise)
MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block-A, Administrative Building, Visakhapatnam Steel Plant
Visakhapatnam 530 031 (AP) INDIA
Phone: +91 891 2519520, Fax: +91 891 2518753 / 2518756
E.Mail: a_chowdhury@vizagsteel.com / dvrvikumar@vizagsteel.com /
kandregula@vizagsteel.com / yssridhar@vizagsteel.com

CORRIGENDUM NO. 2 DT. 14.05.2025

TO

GLOBAL TENDER NOTICE FOR PROCUREMENT OF `IMPORTED BF COKE`

Global Tender No. 25.17.0006/0002 Dt. 16.04.2025

A. Part-XIII & Part-XIV added to the Global Tender :

1.

PART-XIII OF TENDER DOCUMENTS

**FORMAT NON-COLLUSIVE TENDERING CERTIFICATE
(To be signed by an authorized person on the Tenderer's behalf)**

To
RINL-VSP.

Dear Sir/ Madam,
Non-Collusive Tendering Certificate for {RFQ/ Tender No. () Date ()}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion
We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

- i) Prices;
- ii) Methods, factors or formulas used to calculate prices;
- iii) An intention or decision to submit a bid;
- iv) An intention or decision to withdraw a bid;
- v) The submission of bid that does not conform with the requirements of the tender;
- vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
- vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of Job/ Project Contracts

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the RINL, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the RINL, Place --.

4. Consequences of breach or non-compliance

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the RINL, Place ----- may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name: Position:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

(a) RINL, Place;

(b) A joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the RINL, Place ;

(c) Consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;

(d) Professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;

(e) Insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and

(f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.

2.

PART-XIV OF TENDER DOCUMENTS

**FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER
ALONG WITH THE TENDER DOCUMENTS**

I.....(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s.....(herein after called the bidder) for the purpose of the Tender Documents for.....as per the tender No.....of (RINL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

2.1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.

3.I/We declare and certify that I /we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.

4.I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.

5.I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I /we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.

6.I/We understand that at any time during process for evaluation of tenders, if any information /document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

7.I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of RINL and initiating any legal action as deemed fit by RINL.

(SEAL AND SIGNATURE OF THE BIDDER)

Place:

Date:

B. CI. No. 2.3 of Part-I is to be read as:

Tenderer who submit their Offer must quote for a minimum quantity of about 30,000 (Thirty Thousand) MT \pm 10% for BF Coke.

GENERAL MANAGER (MM)/c

RASHTRIYA ISPAT NIGAM LIMITED
(Government of India Enterprise)
MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block-A, Administrative Building, Visakhapatnam Steel Plant
Visakhapatnam 530 031 (AP) INDIA
Phone: +91 891 2519520, Fax: +91 891 2518753 / 2518756
E.Mail: a_chowdhury@vizagsteel.com / dvrvikumar@vizagsteel.com /
kandregula@vizagsteel.com / yssidhar@vizagsteel.com

CORRIGENDUM NO. 03 DT. 21.05.2025

TO

GLOBAL TENDER NOTICE FOR PROCUREMENT OF `IMPORTED BF COKE`

Global Tender No. 25.17.0006/0002 Dt. 16.04.2025

A. Last date & time for receipt of Tenders against the above referred tender has been extended till: 28.05.2025 by 10.30 HRS(IST).

B. Cl. No. 6.1 of Part-I to be read as follows :

6.1 Offers, accompanied with Bid money (**VITAL**) either in US Dollars (or) in Indian Rupees (INR) by means of either 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 **or Electronic Funds Transfer** or a Bid Bond in the form of Bank Guarantee (BG) as per the proforma placed at **PART – III** of the Tender Documents is established in favour of RINL for an amount as per the details given below will be considered.

Quantity Offered (MT)	EMD AMOUNT	
	INR	USD
30,000 / 60,000 (One shipment of 30,000MT / Two shipments each of 30,000MT)	70,00,000	81,750

No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the Tender. The check list format is enclosed at **PART - III A**. The Bid Bond shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank **in Visakhapatnam or outside Visakhapatnam** and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds, DD and Banker Cheques issued by Co-operative banks are not accepted. **The Bid Bond should be valid for 150 (One hundred and Fifty) days from the last date fixed for receipt of Tenders.** The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

INDIA on demand and without protest or demur US \$ / INR (US Dollars / INR). This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto (150 days from the due date of opening the Tenders) and also undertakes that this Guarantee can be invoked at the counters of our branch at Visakhapatnam address (IFSC Code :.....) which shall cater to the claim lodged on us and shall be acceptable.

For and on behalf of

(Name of the Bank)

Signature
Name
()

DULY CONSTITUTED
ATTORNEY AND
AUTHORISED
SIGNATORY

Designation :
Name and Address :
of the Bank
Issuing Bank IFSC Code :

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

(NAME AND ADDRESS TO BE SPECIFIED)

D. Cl. No. 8.2 of PART – VI to be read as follows :

8.2 If no agreeable solution as envisaged in **Clause 8.1 above** is arrived at, the PURCHASER may request the SELLER to send the LOADPORT REFEREE SAMPLE for analysis for those properties for which discrepancies are notified by the Purchaser, to an Independent internationally reputed Inspecting Agency viz; Centre de Pyrolyse de Marienau, (Branch of IRSID specially engaged in Coal research), Parc d' activities Forbach Ouest, F57600 FORBACH, France.

Both parties will have the right to be present during the Referee's finding, which shall be promptly obtained, and shall be final and binding on both parties. The Charges for sending the sample and testing at the above said Independent Inspecting Agency is to be borne by Seller initially However, the testing charges shall be reimbursed by Purchaser to the Seller on submission of the copy of the relevant invoices, in case the Purchaser is losing party.

E. The heading of the Price Bid is to be read as:

Price Schedule for FOB PRICE &FREIGHT OFFER
for Imported BF COKE for Imported Supplies for a Parcel size of 30,000 MT +/-
10%

F. All other terms shall remain unchanged.

G. 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 on or before 10.30 hrs (IST) on last date of receipt of tender 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

RASHTRIYA ISPAT NIGAM LIMITED

(Government of India Enterprise)

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing) Block-A, Administrative
Building, Visakhapatnam Steel Plant

Visakhapatnam 530 031 (AP) INDIA Phone: +91 891 2519520, Fax: +91 891
2518753/2518756

E.Mail:

a_chowdhury@vizagsteel.com/dvrvikumar@vizagsteel.com/kandrequla@vizagsteel.com/
ssridhar @vizaqsteel.com

CORRIGENDUM NO. 4 DT. 28.05.2025

TO

GLOBAL TENDER NOTICE FOR PROCUREMENT OF IMPORTED BF COKE

Global Tender No. 25.17.0006/0002 Dt. 16.04.2025

Last date & time for receipt of Tenders against the above referred tender **has been extended
till: 02.06.2025 by 10.30 HRS(IST).**

All other terms shall remain unchanged.

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 on or before 10.30 hrs (IST) on last date of receipt of tender 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