

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
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GLOBAL TENDER NOTIFICATION

Invitation to Tender No.Pur.9.41.0082/09062 DATED 14/12/2009

Sealed tenders are invited for supply of **Thermocouple Tips (mini), Type “B”** as per specification

Last date & time for receipt of Tenders : **17/02/2010 by 10:30 HRS(IST)**

Tender document is available on our Website: www.vizagsteel.com for free down-load. Please contact via email or fax as given above.

- EXECUTIVE DIRECTOR (MM)

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

INDEX

Invitation for Tender No. **Pur.** 9.41.0082/09062 DATED 14/12/2009 for supply of THERMOCOUPLE TIPS(MINI) , TYPE “B”.

Part No.	Description	No. of pages	Page Nos
	Notice of invitation to Tender	3	3-5
Annexure -I	Technical Specification, Qty & Criteria	3	6-8
Annexure - II	Instructions to Tenderers	9	9-16
Annexure - III	Proforma of Price Bid	2	17
Annexure - IV	Check List	1	18
Annexure - V	Letter of Authority from established Manufacturer	1	19
Annexure - VI	General Conditions of Acceptance to Tender	8	20-27
Annexure – VII	Format for Quality Assurance Plan	1	28
Annexure - VIII	Declaration regarding Indian Agent	2	29-30
Annexure - IX	Acceptance to Terms & Conditions	1	31
Annexure - X	Declaration of Particulars	1	32
			(Total : 32 pages)

**RASHTRIYA ISPAT NIGAM LIMITED
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GLOBAL TENDER NOTICE FOR SUPPLY OF THERMOCOUPLE TIPS.

- 1.0 **INVITATION TO TENDER NO. PUR. 9.41.0082/09062 DATED 14/12/2009 THIS GLOBAL TENDER ENQUIRY IS FLOATED FOR PROCUREMENT OF THE TENDERED ITEM THROUGH TRIAL ORDER. HENCE ENLISTED VENDORS WITH RINL/VSP FOR THIS ITEM ARE REQUESTED NOT TO REPLY TO THIS TENDER NOTICE. OFFERS FROM THE ENLISTED VENDOR FOR THIS ITEM WILL NOT BE CONSIDERED.**
- 1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites SEALED BIDS IN TWO PARTS (Part – A TECHNO COMMERCIAL BID and Part – B PRICE BID in separate envelopes) for supply of THERMOCOUPLE TIPS(MINI) , TYPE “B” conforming to Technical specifications at **Annexure -I** of tender documents.
- 1.2 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders for supply of **Thermocouple Tips(mini), Type “B”** conforming to Technical specifications at **Annexure -I** of tender documents. This tender is for **source development**. All the new vendors who are manufacturers of Thermocouple Tips(mini), Type “B” may submit their offers as per the following tender terms.
- 1.3 **QUANTITY**: The PURCHASER intends to purchase **Thermocouple Tips(mini), Type “B”** conforming to Technical specifications as at **Annexure-I** of tender documents from five sources.
- 1.4 **DELIVERY**: The tentative schedule at which the supplier should effect delivery is by **30.04.2010 . Delivery Schedule shall be binding and essential of the contract. The tenderer may indicate the best delivery.** Tenderers should submit their tenders in two parts:
Part-A : Techno-Commercial Bid and
Part-B : Price Bid
in separate sealed envelopes indicating clearly on the cover whether it contains Part A: Techno- Commercial Bid or Part B : Price Bid.
- 1.5 A Proforma as given in **Annexure -III** of the Tender Documents is prescribed for Part- B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed proforma. Price bid should contain no caveat conditions. Offers to the contrary will stand the risk of getting rejected.
- 1.6 Tenders will be accepted upto **10:30 Hrs. (IST) on 17/02/2010**. Techno-Commercial part of the Tender (Part-A) will be opened immediately, thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present. The date and time of price bid opening shall be intimated separately to technically and commercially acceptable tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the

presence of the Tenderers or Authorised Representatives of the Tenderers who may choose to be present.

- 1.7 **TENDER DOCUMENTS:** Tender document is available on VSP website and the same can be downloaded from website: www.vizagsteel.com. Tender documents can also be obtained "Free of Charge" from Asst. General Manager (MM), Purchase Admn., Purchase Department, Block - A, 3rd Floor, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031, India. The last date for issue of Tender documents is **upto 1700 hrs on 16/02/2010**.
- 1.8 All the tenders shall be evaluated on the basis of landed Net of CENVAT / VAT cost arrived at the Foreign exchange rate as on the date of opening of tender of Price Bid (Part – II).
- 1.9 “Tenders submitted against this tender shall not be returned in case the tender opening date is extended /postponed. Tenderers desirous to modify their offer / terms may submit their revised /supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s)”.
- 1.10 **The tendered quantity shall be procured from Five (05) Sources** at the price to be finalized on the lowest technically and commercially acceptable tenderer and the tendered quantity would be distributed **equally among five lowest L1 ranked sources ie., 10000 nos each**. The orders on the 2nd, 3rd, 4th & 5th sources would be placed subject to their matching the lowest price so finalised. Of the 10000 nos. to be ordered on each successful tenderer , 5000 nos. shall be supplied in the first lot. After satisfactory performance upon its usage in our plant, clearance shall be given to the successful tenderer for supply of the second lot. Payments shall be released separately against supply of each lot subject to issue of satisfactory performance report by the user department. **QRP at Annexure –VII** shall be submitted along with the offer.
- 1.11 **Not withstanding anything specified in this Tender Documents, RINL, in its sole discretion and without having to assign any reason reserves to itself the rights:**
- a) To accept or reject the lowest tender or any other tender or all the tenders;
 - b) To accept any tender in full or in part;
 - c) To reject the offers not conforming to the tender terms and
- 1.12 RINL / VSP shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 1.14 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat at the specified VSP Stores.
- 1.13 In case RINL decides to resort to reverse e-auction, the price bids submitted by the tenderers would not be opened.
- 1.14 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the following steps.

*Go to www.vizagsteel.com

*Click on auctions link.

*Click on MM Reverse e-auctions

*Click on “new user!!! Click to register” for generating user ID and fixing corresponding password.

- 1.15 Definition of key terms for reverse auction and RINL’s reverse e-auction user manual is uploaded on our web site www.vizagsteel.com under auctions menu and MM reverse auctions sub menu. TA & CA tenderers would be authorized to quote their LNCP prices on only e-reverse auction engine on a fixed time and date.
After the completion of the reverse e-auction at the end of price delivery process, the purchase order would be placed in the normal mode.
In case of reverse e-auction the bidders would be required to quote prices only on the basis of Landed net of Cenvat. Modalities of evaluation of landed net of Cenvat price is given at para 10.0 of Instructions to Tenderers(ITT) in our website.
- 1.16 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website.
- 1.17 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 1.18 PURCHASE PREFERENCE:
(A) Purchase preference will be given to PSU’s where applicable as per DPE guidelines
(B) Purchase preference will also be given to Local SSI’s / VSP’s ancillaries as per prevailing guidelines.

ASST. GENERAL MANAGER (MM)

ANNEXURE- I

**(ANNEXURE -I TO TENDER NO.PUR.9.41.0082/09062 DATED 14/12/2009)
Specification to be filled by Supplier / Tenderer**

Item Serial : 001
Catalogue No. : 34/901

Description : THERMOCOUPLE TIPS(MINI) , TYPE "B"

Specification :

<u>Sl .No.</u>	<u>Parameter</u>	<u>Required</u>	<u>Quoted by Party</u>
	<u>THERMOCOUPLE ELEMENT</u>	: TYPE "B"(PT 30%,RH – PT 6% RH)	
	<u>CALIBRATION</u>	: ACCORDING TO IEC 584 – 1	
	<u>ACCURACY</u>	: AS PER IEC 584 – 2(CLASS 2) TOLERANCE	
	<u>SLAG CAP</u>	: STEEL	
	<u>PAPER TUBE SPECIFICATIONS</u>	: ID 18 MM, OD 30 MM, LENGTH:1500 +/- 10 MM	
	<u>TUBE WOUND</u>	: EITHER SPIRAL OR PARALLEL TYPE	
	<u>PACKING</u>	: 50 NOS PER PACKET	
	<u>IDENTIFICATION</u>	: BRAND NAME TO BE MARKED ON EACH PAPER TUBE	
	<u>BATCH NO.</u>	: TO BE GIVEN ON EACH PACKET	

A. Special Instruction :

As Required		Confirmed by Party
1	BATCH NO.TO BE GIVEN ON EACH PACKET	
2	TEST CERTIFICATE: ACCURACY CERTIFICATE FOR THERMOCOUPLE WITH TEST RESULT IS REQUIRED REQUIRED TO BE SUBMITTED WITH EACH LOT FROM MANUFACTURER OF SENSOR	
3	TIP OF THE PROBE SHOULD NOT CONTINUE TO BURN AFTER TAKING IT OUT FROM THE LIQUID METAL.	
4	JOINT OF THERMOCOUPLE SENSOR AND PAPER TUBE TO BE SEALED PROPERLY TO AVOID LIQUID METAL PENETRATION& BURNING/DAMAGE OF SS LANCE.	
5	MAKE OF THE SENSOR SHOULD BE CLEARLY INDICATED BYTHE PARTY IN THEIR OFFER.	
6	MEASUREMENTS ARE TO BE DONE ON THE EXISTING EQUIPMENT ONLY.	
7	MEASURING FAILURES SHOULDN'T BE MORE THAN 5% IN CASE FAILURES ARE >5% AND REASONS FOR FAILURE ARE ATTRIBUTABLE TO THE SUPPLIER, THEN THE TRIAL IS TREATED AS "UNSUCCESSFUL"	
8	WORKING TEMPERATURE RANGE VARIES FROM 1250 – 1740 deg C.	

.....
Signature and Name of the Tenderer

ANNEXURE –I/ A

i.
ii. DESCRIPTION OF ITEMS AND QUANTITY DETAILS

Sl No	ITEM	Quantity in Nos.
1.	Throwaway Thermocouple, TYPE “B”(PT 30%,RH – PT 6% RH)	50000

Note : To each technically and commercially acceptable Tenderer, order will be placed for the following quantities at the lowest finalized prices:

Party # 1 - 10000 nos	1st lot - 5000 nos. + 2nd lot - 5000 nos.
Party # 2 - 10000 nos	1st lot - 5000 nos. + 2nd lot - 5000 nos.
Party # 3 - 10000 nos	1st lot - 5000 nos. + 2nd lot - 5000 nos.
Party # 4 - 10000 nos	1st lot - 5000 nos. + 2nd lot - 5000 nos.
Party # 5 - 10000 nos	1st lot - 5000 nos. + 2nd lot - 5000 nos.

2nd lot to be supplied only after satisfactory performance of the 1st lot.

Prequalification Criteria

The following are the prequalification criteria:

1. Party has to submit recent three years performance certificates from their customers of Thermocouple Tips(mini), Type “B”.
2. Party should not be an existing vendor in VSP for supply of Thermocouple Tips(mini), Type “B”.

Criteria for successful performance approval

1. First lot of 5000 nos. will be taken up for trial and clearance for the 2nd lot of 5000 nos. will be given after satisfactory performance of the 1st lot.
2. **MEASURING FAILURES SHOULDNOT BE MORE THAN 5%. IN CASE FAILURES ARE >5% AND REASONS FOR FAILURE ARE ATTRIBUTABLE TO THE SUPPLIER, THEN THE TRIAL IS TREATED AS “UNSUCCESSFUL**
3. Party to should make their representative available at VSP site to monitor the trials.In case no representatives are present , VSP will conduct the trials and decision of VSP will be final and binding. The period of trial will be intimated to the party 10 days in advance.

TENDER NO.PUR.9.41.0082/09062 DATED 14/12/2009

INSTRUCTIONS TO TENDERERS

- 1.0 **ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:** If a tenderer who responds to this tender is not presently enlisted with RINL, such tenderers are 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:

A) **INDIGENOUS:**

- a) Statutory Industry Registration Certificate.
- b) Excise sales Tax, Income tax clearance certificates for the last 3 years.
- c) Financial worth and audited financial statements for the last 3 years.
- d) Other credentials like ISO certificate etc.
- e) List of Purchase orders / contracts executed for PSUs for same or similar items.

B) **IMPORT:**

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

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

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

- 2.1 Tenderers who may be Manufactures of **Thermocouple Tips(mini), Type “B”** shall furnish information / data / documents / printed and illustrated literature/ brochures covering the following aspects:

- a) Detailed information of the Manufacturer along with the latest copies of the executed / on going orders (during the last 1 year) of similar type of material with different clients.

- b) Documents showing the exact nature of ownership.
 - c) Country of Origin of material (In case of Import offer).
 - d) Production capacity of and annual production during the last three years.
 - e) A recent Test and Inspection Certificate (dated not later than two years from the date of tender) issued for the material by a reputed International test house / Government approved test house in case the tenderer is a new Supplier to RINL.
- 2.2 **Offers from both Imported and Indigenous manufacturers will be accepted.** Tenderers who may be suppliers of **Thermocouple Tips(mini), Type “B”** offering on behalf of a Principal Manufacturer, shall furnish in original the Letter of Authority of the concerned manufacture, as per the proforma at **Annexure - V** of the Tender document, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. This Letter of Authority should be submitted along with Part - A: Techno-commercial bid. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 7.0 below (Indian Agent) if any, appointed should be given a proper Letter of Authority.
- 2.3 In case the Principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender (Part-A). They should also give clear price breakup and quantities (**in Part-B: Price bid**) for supplying the material from different Works.
- 2.4 Only one offer should be received from each principal manufacturer either directly or through their Agents. In case more than one offer is received from the same Principal Manufacturer, then all the offers of the same Principal Manufacturer will be rejected including the direct offer, if any.
- 2.5 The tenderers are requested to fill up the check list as at **Annexure - IV** of the Tender document.
- 3.0 **SUBMISSION OF OFFERS:**
- 3.1 **QUOTING OF PRICE(S):**
- 3.1.1 **IN CASE OF INDIGENOUS OFFER:** The price quoted should be on FOR VSP Stores basis inclusive of applicable taxes, duties, levies and Freight. However, the rate of taxes, duties, levies and freight considered are to be indicated separately. The prices shall remain firm and fixed during the period of the contract. However, any change in statutory taxes and duties shall be reimbursed at actual during the original contractual delivery period. Any change in taxes and duties beyond the original contractual **delivery period** is to be borne by the Supplier.
- 3.1.2 **VALUE ADDED TAX (VAT):** VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input credit. Also, the tenderers from A.P shall indicate the TIN (Tax Identification Number) under

VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.

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

- a) FOB Load port basis
- b) CFR, Visakhapatnam (basis of freight offer to be given i.e, (a) no. of containers and type of container (b) Weight and volume if break bulk)

However, PURCHASER at its option reserves the right to place the order on either FOB Loadport or CFR, Visakhapatnam Port, Visakhapatnam, India basis.

The tenderer shall indicate the mode of shipment (Container / break bulk etc) in Techno-Commercial bid. The price shall remain firm and fixed during the period of contract.

4.0 TERMS OF PAYMENT:

- 4.1 Our standard payment terms are 100% release of payment within 30 days of receipt and acceptance of material at VSP's stores .This payment of 100% of the value of the material shall be made against submission of bills, & satisfactory performance certificate to be issued by DGM(O)/SMS Deptt,VSP. In case of imports, the payment can be made either through Irrevocable Letter of Credit (LC) or Cash Against Documents (CAD).Invariably satisfactory performance report shall be one of the negotiating documents for making payment.The tenderer may choose any of the above modes of payment terms and the same is to be indicated in detail in the Techno – Commercial bid .
- 4.2 Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the pro-forma in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database. Any other mode of payment term will be suitably loaded while evaluating the tender.
- 4.3 In case of Imports, L/C payment shall be made upon presentation of documents specified at Para 8 of **Annexure – VI** of tender document. All Bank charges within and outside India are to SELLER's account. In case L/C is required to be amended at the instance of Seller, bank charges for the same shall be borne by the Seller.
- 4.4 The price bid should contain only the price. All other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weight age shall be given for any extra credit offered beyond ITT payment terms of 30 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

- 4.5 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principal is to load for the additional financial implication to which RINL may possibly be exposed on account of such deviation. The decision of RINL in this regard shall be final. Since the deviations that might be stipulated by the tenderer cannot be foreseen, the illustrations given below are not exhaustive. RINL reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL, have financial implications to RINL.

4.5.1 Illustration- I: (Deviation in payment terms)

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 30 days of acceptance of material at VSP.	100% against L/C with 30 days interest free period from the date of receipt and acceptance at VSP (All bank charges to Seller's a/c)

4.5.2 Illustration- II: (Deviation in payment terms)

Description	As per Tender terms	As per deviation
Payment terms	100% value against submission of bills within 30 days of acceptance of material at VSP.	100% against L/C at sight. (All bank charges to VSP's a/c)

- 4.6 **RINL / VSP at its sole discretion may consider the benefits available under Duty Entitlement Pass Book (DEPB) or any other scheme under Export – Import Policy in evaluation of the offers.**

- 5.0 **CURRENCY AND UNIT OF WEIGHT:** The price of **Thermocouple Tips(mini), Type “B”** per unit should be quoted in US Dollars or Euro only in case of imported offer and in INR in case of indigenous offer.

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

- 7.0 **DISCLOSURE OF PARTICULARS OF INDIAN AGENT, IF ANY:**

- 7.1 RINL/VSP would not like the tenderers to appoint any Indian agents. In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.

The name and address of the Indian agent. In case the Agent/ Representative be a Foreign Company, it shall be confirmed whether it is a real substantial company and details of the same shall be furnished.

- a) What service the Agent renders. Extent of authorisation and authority given to commit the Tenderer. The amount of commission/ remuneration included in the quoted price(s) for such Indian agent.
- b) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his Indian agent, shall be paid by RINL in India in Indian Rupees. Such commission/ remuneration payable to the Indian agent will be converted to Indian Rupees at the TT buying rate as on date of BL as per "State Bank of India" and shall not be subject to any further exchange variation. In addition, any other relevant detail as may be asked for by the PURCHASER subsequently, shall also be furnished by the Tenderer.

7.2 There shall be compulsory registration of Indian agents with Purchaser. Information shall be sent to the Indian agents after they are registered.

7.3 The Indian agents commission if any should be included in the quoted prices and indicated separately.

7.4 Failure to furnish correct and detailed information as called for in sub para 7.1 herein above, will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.

7.5 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. The Indian agents commission will be normally released in equivalent Indian rupees to the Indian agents after 90 (ninety) days of discharge of the cargo in India. A confirmation is to be given by the tenderer that the commission / remuneration to the Indian agent, shall be paid by RINL in India in Indian rupees.

7.6 The Indian agents shall represent only one Foreign 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.

8.0 VALIDITY OF THE OFFER:

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

9.0 **BID MONEY(EMD):**

Each tender shall be considered only if Bid money in US Dollars or in Indian Rupees by means of either a Demand Draft/ Cheque (both subject to realization) or in Electronic Mode drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam an amount **Rs.17,500/- (Rupees Seventeen Thousand Five Hundred only) or US\$ 420.00 (US Dollars Four Hundred & Twenty only)** is submitted along with or prior to opening of Part-A: Techno-commercial Bid.

- 9.1 The Bid Money should be valid for 180 (One hundred and Eight) days from the date of tender opening. Tenders received without the Bid Money of requisite value will summarily rejected. Bid money, paid in cash, shall not accrue interest.
- 9.2 The Bid Money must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without the Bid Money of requisite value will not be considered by RINL.
- 9.3 The submission of Bid Money shall be exempted for SSI Unit Registered with Industries Dept. or NSIC Ltd. This exemption is applicable only to those SSI units which are having permanent Registration numbers for SSI. Units should submit a copy of Permanent Registration certificate along with the techno-commercial bid. Non-submission of this document by SSI units shall debar them from consideration of their offer.
- 9.4 The Bid money shall be forfeited if a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer

10.0 **PERFORMANCE GUARANTEE BOND:**

- 10.1 Performance Guarantee –NOT APPLICABLE

11.0 **STATEMENT OF DEVIATIONS:**

- 11.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **Each tenderer shall give an undertaking along with his offer confirming his acceptance to all the terms and conditions of the Tender document, except for the deletions / deviations specifically proposed by them in their offer.**

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

- 12.1 The detailed offer together with its enclosures should be submitted in two parts:

Part-A - Techno-Commercial Bid

Part-B - Price Bid.

in two separate sealed envelopes. Part-A should contain all details on technical specifications, other information/ data/ documents/ confirmations/ deviations, if any. A price format as in the Part-B after blanking the prices may also be placed in the Part-A. However, no indication of price in any form, shall be given in Part-A. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.0, 2.1, 2.2, and 2.5 above are also to be enclosed in Part-A. **Tenderer is required to submit a minimum of two copies of Part – A & Part – B while submitting his offer.**

Part-B: Price Bid should be submitted separately in the prescribed proforma at **Annexure-III** to the Tender Documents.

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

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

- 12.4 The Part-A & Part-B of the offer together with its enclosures in separate sealed envelopes, should be placed in an envelope which should bear, in Block capital letters, superscription "**Tender for supply of Thermocouple Tips(mini), Type “B” against Tender No. Pur. 9.41.0082/09062 DATED 14/12/2009**" and should also bear superscription:

Part-A: Techno-Commercial Bid, or

Part-B: Price Bid.

The two envelopes should then be sealed separately. The name and address of the tenderer should be mentioned on this envelope.

- 12.5 The envelopes referred to in para 12.4 above should be placed in another envelope which should be addressed to the **Executive Director (MM), Administration Building, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription "**OFFER IN RESPONSE TO TENDER NO. PUR. Pur. 9.41.0082/09062 DATED 14/12/2009**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

- 12.6 Tenders will be accepted upto **10:30 Hrs (IST) on 17/02/2010** The Techno-Commercial bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present. The date and time of opening of price bid opening shall be intimated separately to technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorised representatives of the Tenderers who may choose to be present.
- 12.7 **Offers made in Single bid shall be rejected.**
- 12.8 **In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.**
- 12.9 **The price quotations should be given in the Part - B : Price bid and not in any other accompanying documents or statement. No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.**
- 12.10 **Offers received by VSP by cable, e-mail, telex, fax or telegrams and tenders received late / delayed will not be considered.**
- 13.0 **COMPLETENESS OF THE TENDER:**
- 13.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable to rejection.
- 14.0 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO VSP:**
- 14.1 If it comes to the notice of RINL 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 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 RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL 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 Management will be final and binding.

ANNEXURE- III

INVITATION TO TENDER NO. PUR. 9.41.0082/09062 DATED 14/12/2009

PROFORMA FOR PRICE BID (Part – B)

(For Indigenous Supplies)

1. Name of the Tenderer*
2. Address *
3. Basic Price Rs.
4. Excise Duty (@ %) Rs.
5. Sales Tax / VAT (@ %) Rs.
6. Freight Rs.
7. Landed Cost Rs.
8. Quantity in nos.

The above break-up to be given for each of the item quoted.

- Also to be indicated in “Part-A : TECHNO COMMERCIAL BID”
- By blocking the price part.

SIGNATURE OF THE TENDERER

PROFORMA FOR PRICE BID (PART-B/2)

(FOR FOREIGN SUPPLIES)

1. Name of the Tenderer * :
2. Address * :
3. Country of Origin of Commodity * :
4. Quantity in nos. :
5. a) Price per Number/Set on FOB (dispatch port) / CFR, Visakhapatnam
(in figures and words)
6. Price Break-up: (to be given separately for each of the items)

TERMS OF SUPPLY	FOB (dispatch port)	CFR, VISAKHAPATNAM
Cost of Material on Board FOB		
Ocean Freight		
Marine Insurance (warehouse to warehouse)		
CIF VISAKHAPATNAM		

The tenderer should fill in the relevant columns of the above tables.

7. Agent's Commission (if any) included in 4 and payable in Indian Rupees.
8. Port of loading:
Kindly refer the P.S. Note given in the proforma for Price Bid (Part-B/1) pertaining to Indigenous sources while submitting the offer.
9. **Techno-commercial Bid and Price Bid should be submitted in separate envelopes. In Techno-commercial Bid Price part should be blocked.**

(SIGNATURE OF THE TENDERER)

PRICE BASIS: Prices shall be on FOB & CFR basis, inclusive of packing and all pre-shipment charges

ANNEXURE-IV

**TENDER NO PUR. 9.41.0082 / 09062 DATED 14/12/2009
SEE PARA 2.5 OF INSTRUCTIONS TO TENDERERS
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -
COMMERCIAL BID – PART-A OF YOUR OFFER**

SL. NO.	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name and address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 1.1 of ITT		
3	Technical specification	To be confirmed as per Annx-I of tender doc.		
4	Delivery schedule	To be confirmed as per Para 1.4 of ITT		
5	Average annual production capacity	To be confirmed as per Annx-X of ITT		
6	Letter of Authority from Manufacturer	To be submitted as per Annx-V of ITT.		
7	Payment terms	To be confirmed as per Cl.4 of Annx-II of ITT		
8	Bid Bond / Bid Money	To be confirmed as per Cl.9 of Annx-II of ITT		
9	Country of Origin	To confirm (in case of imported source)		
10	Price Basis	To be confirmed as per Cl.3 of Annx-II of ITT		
11	Price firmness	To be confirmed as per Cl.3 of Annx-VI of ITT		
12	Insurance	To party's a/c (for indigenous supply)		
13	Packing	To be confirmed as per Cl.10 of Annx-VI of ITT		
14	Load Port	To confirm the details of load port		
15	Validity of offer	To be confirmed as per Cl.8 of Annx-II of ITT		
16	Inspection	To be confirmed as per Cl.1 of Annx-VI of ITT		
17	Liquidated Damages	To be confirmed as per Cl.13 of Annx-VI of ITT		
18	Test cum Guarantee certificate	To be confirmed as per Cl.12 of Annx-VI of ITT		
19	Default	To be confirmed as per Cl.14 of Annx-VI of ITT		
20	Arbitration & Jurisdiction	To be confirmed as per Cl.23 of Annx-VI of ITT		
21	Force Measure	To be confirmed as per Cl.22 of Annx-VI of ITT		
22	Indian Agent details	To be confirmed as per Cl.7 of Annx-II of ITT		
23	Other terms and condition of ITT / GCC	To confirm acceptance.		
24	Submission of documents by un-listed vendors of RINL / VSP.	To be confirmed as per Cl. 1.0 of Annx – II of ITT.		

.....
Signature and Name of the Tenderer

ANNEXURE-V

**LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURERS OF
THERMOCOUPLE TIPS(MINI), TYPE “B”**

(See 2.2 of Annexure -II of the Tender Documents)

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

Dear Sir,

Sub:Your Tender Notice No.PUR. **PUR.9.41.0082/09062 DATED 14/12/2009.**

We, a principal manufacturer of **Thermocouple Tips(mini), Type “B”** of (place).....do hereby authorise M/s.....(Name and address of Seller) to make an offer in response to this invitation to tender.

We, a principal manufacturer of **Thermocouple Tips(mini), Type “B”** do hereby convey our consent to supply **Thermocouple Tips(mini), Type “B”** to the tendered specification through M/s.....(Name and address of Supplier) as per the terms and conditions of the tender.

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

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

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

Yours faithfully

for & on behalf of M/s.....
(Signature and Name of Manufacturer with seal)

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

This letter of authority should be submitted in original along with Part- A: Techno-commercial bid.

TENDER NO.PUR. 9.41.0082/09062 DATED 14/12/2009

GENERAL CONDITIONS OF ACCEPTANCE TO TENDER

1.0 INSPECTION: Inspection of the TC tips will be carried out at VSP Stores.

2.0 MARINE INSURANCE (IN CASE OF IMPORT OFFER):

2.1 The insurance shall be arranged by the Purchaser. Within 5 working days of shipment, the supplier shall furnish by fax / e-mail the following particulars of the shipment to the Underwriters of the Purchaser:

(a) Purchaser Order Number, (b) Purchaser's Marine insurance open cover number, (c) Name of the vessel, (d) Port of shipment, (e) Date of sailing of the vessel from port of shipment, (f) Bill of Lading number and date with description of the materials, (g) number of packages/ bundles/ containers, (h) quantity shipped including gross and net weight, (i) invoiced value of the materials shipped, (j) port of discharge.

Further, the above cable/telex/fax intimation must invariably be repeated to the main office of the Purchaser. The address and other details of the Underwriters and the Purchaser shall be informed at the time of Placement of order.

3.0 PRICE VARIATION: Price shall remain firm till completion of supplies.

4.0 TERMS OF PAYMENT:

Our standard payment terms are 100% release of payment within 30 days of receipt and acceptance of material at VSP's stores. This payment of 100% of the value of the material shall be made against submission of bills, & satisfactory performance certificate to be issued by DGM(O)/SMS Deptt,VSP. In case of imports, the payment can be made either through Irrevocable Letter of Credit (LC) or Cash Against Documents (CAD).Invariably satisfactory performance report shall be one of the negotiating documents for making payment.The tenderer may choose any of the above modes of payment terms and the same is to be indicated in detail in the Techno – Commercial bid .

The tenderer may choose any of the modes of payment terms and the same is to be indicated in detail in the Techno –Commercial bid .

4.1 Payment shall be made direct by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case you have not already furnished the required details, you may download the pro-forma in which the details are to be furnished from the VSP's website and submit along with your offer for updating our database. Any other mode of payment term will be suitably loaded while evaluating the tender.

4.2 In case of Imports, L/C payment shall be made upon presentation of documents specified at Para 8 of **Annexure – VI** of tender document. All Bank charges within and outside India

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

- 4.3 The price bid should contain only the price. All other financial terms should be given in the techno-commercial bid and not in any other accompanying documents or statement. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 30 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

5.0 **PORT OF DESTINATION:** Visakhapatnam, India

5.1 **PORT OF SHIPMENT:** Please indicate the details of Port of Shipment.

6.0 **SHIPPING PROCEDURE (IN CASE OF IMPORT OFFER):**

- 6.1 In case the order is finalised in FOB terms the shipping arrangements will be made by the Shipping Co-ordination and Chartering Division, Ministry of Shipping and Transport, New Delhi (Cable: TRANSHART, NEW DELHI, TELEX: VAHAN ND.2312, 2448 AND 3104) through their respective forwarding agents/nominees to whom adequate notice of readiness should be given by the supplier from time to time for finalising the shipping arrangements. The details of forwarding agents / nominees will be indicated in the order.

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

Consignee : EXECUTIVE DIRECTOR(MM)
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam 530 031

- 6.2 In case the order is finalised on FOB terms the two non-negotiable copies of the Bills of Lading indicating the gross freight amount and rebate allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi after the shipment of each consignment is effected.

7.0 **CONDITIONS FOR SHIPMENT (IN CASE OF IMPORT OFFER):**

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

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

8.0 **SHIPPING DOCUMENTS (IN CASE OF IMPORT OFFER):**

8.1 In respect of each shipment against the order, if any, placed by the Purchaser, each of the under mentioned documents shall be made out separately by the Seller:

Advance set of documents to be airmailed by the Seller to the Purchaser's Transport and Shipping Department within 7 working days from the date of shipment			Original set of documents to be presented by the Seller to the negotiating bank for drawl of payment / negotiation against Purchaser's Letter of Credit		
Sl. No.	Description of the document	No. of copies to be sent	Sl. No.	Description of the document	No. of copies to be sent
1	First Original (1/3) negotiable clean on board ocean Bill of Lading stamped, signed marked "Freight To Pay / Pre-paid" made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: Rashtriya Ispat Nigam Ltd. (Office at the Port of discharge)	One Original	1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board Ocean Bill of Lading stamped, signed, marked "Freight To Pay / Pre-paid" made out to the order of Rashtriya Ispat Nigam Ltd., & Notify: Rashtriya Ispat Nigam Ltd. (Office at the Port of discharge)	Two Originals
2.	Non-negotiable Bill of Lading	5 copies	2.	Non-negotiable Bill of Lading	5 copies
3.	Seller's commercial Invoice	5 signed copies	3.	Seller's commercial Invoice	5 signed copies
4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies	4.	Manufacturer's Test cum Guarantee Certificate	5 signed copies
5.	Packing list	5 signed copies	5.	Packing list	5 signed copies
6.	Certificate of Origin	5 signed copies	6.	Certificate of Origin	5 signed copies

Note: The above shipping clauses shall be suitably amended in case of C&F Order.

9.0 **INDIGENOUS :** The Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass 'duplicate copy' for the transporter (for availing CENVAT) and "Tax Invoice" (for availing VAT) is handed over by the transporter to VSP. In case of non-submission of this document, the amount equivalent to the loss of CENVAT / VAT shall be recovered from the amount due.

10.0 **PACKING AND MARKING:**

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

10.2 **MARKING:**

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

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

11.0 **PACKING LISTS (IN CASE OF IMPORT):**

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

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

12.0 **TEST CUM GUARANTEE CERTIFICATE:**

- 12.1 The Seller should submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.
- 12.2 Replacement of defective materials shall be made free of cost (including duties in India to Seller's account) at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at his expenses.

13.0 **LIQUIDATED DAMAGES:**

- 13.1 Delivery is the essence of the Contract and hence should any consignment be delayed, liquidated damages @ 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered subject to a maximum of 10% of the total order value.

14.0 **DEFAULT:**

- 14.1 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 or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 24.0 herein below.

15.0 **RISK PURCHASE:** NOT APPLICABLE

16.0 **RECOVERY OF SUMS DUE:**

- 16.1 Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Acceptance to Tender with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable,

the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Acceptance to Tender.

17.0 **RESPONSIBILITY:**

17.1 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.

18.0 **TRANSFER AND SUB-LETTING:**

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

19.0 **EXPORT LICENCE:**

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

20.0 **TAXES AND DUTIES:**

20.1 The SELLER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.

21.0 **WAIVER:**

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

22.0 **FORCE MAJEURE:**

22.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, or acts of God (herein after referred to as "eventualities") and provided notice of happenings of any such eventuality (duly certified by International Chamber of Commerce in case of foreign parties) is given by either party to other within 21 days from the date of occurrence thereof, neither party shall by reasons of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under this Contract shall

be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries have so resumed or not shall be final and conclusive. Provided further that if the performance in whole or in part of any obligations under this Contract is prevented or delayed by reasons of any such event for a period exceeding 60 days either party may at its option terminate the Contract. Provided also that the Contract, if terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser which shall be final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as Purchaser may deem fit except such material, bought out components and stores as the Seller may with the concurrence of the Purchaser, elect to retain.

23.0 ARBITRATION AND JURISDICTION:

23.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

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

24.0 LEGAL INTERPRETATIONS:

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

24.2 **IMPORT:** To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2000" shall be applied.

25.0 LIABILITY OF GOVT. OF INDIA:

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

agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Acceptance to Tender. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Acceptance to Tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Acceptance to Tender.

26.0 All other terms and conditions shall be as per RINL's G.C.C for supply of Material.

QUALITY REQUIREMENT PLAN FOR SUPPLY OF THERMOCOUPLE TIPS							
INDENT NO.: 3441999051							
S NO.	DESCRIPTION	TYPE OF CHECK	REF.DOCUM ENT	ACCEPTANCE CRITERIA	AGNECY	VSP	REMARKS
1	DIMENSIONAL CHECK	AS PER TECHNICAL SPECIFN	AS PER TECHNICAL SPECIFICAT ION	AS PER TECHNICAL SPECIFICATION	PERFRMD	CHECKD & APPRVD	1.SUPPLIER TO SUBMIT INTERNAL INSPECTION REPORT ALONG WITH MATERIAL SUPPLIES TO STORES.

ANNEXURE-VII

ANNEXURE-VIII

DECLARATION REGARDING INDIAN AGENT

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

Dear Sir,

Sub: Your Tender Notice No..... dated.....
for supply of

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

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

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

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

Dear Sir,

Sub: Your Tender Notice No..... dated.....

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

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

ANNEXURE-X

**DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED ALONG WITH
TECHNO-COMMERCIAL BID – PART-A OF OFFER**

1	Name and addresses (Registered and Correspondence) of the Tenderer along with the Name of Contact Person, Phone, Fax, Mobile, E-mail and Web addresses.	
2	Qty offered	
3	Country of Origin	
5	<u>Production Capacity / year</u>	
6	<u>Avg. annual production for the last three years</u> <u>2006 – 2007</u> <u>2007 – 2008</u> <u>2008 – 2009</u>	
7	Load Port	
8	Name and addresses (Registered and Correspondence) of the Indian Agent along with the Name of Contact Person, Phone, Fax, Mobile, E-mail and Web addresses	
9	Extent of authorization (extent of service rendered by agent)	
10	Minimum lead time required for commencement of supplies	
11	User ID for participation in e-reverse auction (cl 7.3 of Invitation to Tender)	

Signature and Seal