

Domestic Open Tender

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT

(PURCHASE WING)

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OPEN TENDER NOTIFICATION

Invitation To Tender No.Pur.4.67.0211/0044 dtd. 24.07.2014

Sealed tenders are invited from reputed/renowned suppliers for
Supply of ¼ INCH DIA CERAMIC COATED LANCING PIPES

**Last DATE & TIME for receipt of tenders :29.08.2014
upto 10.30 Hrs. (IST).**

Tender details can be downloaded from our
Website: www.vizagsteel.com

EXECUTIVE DIRECTOR (MM)

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

The EMD is remitted with the tender by

Cheque/DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

**RASHTRIYA ISPAT NIGAM LIMITED
VISA KHAPATNAM STEEL PLANT**

Tender for Supply of 1/4 Inch dia Ceramic coated Lancing pipes

Broad Description of Tender Documents

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

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)

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OPEN TENDER NOTICE

**INVITATION TO TENDER NO. PUR.4.67.0211/0044 DTD. 24.07.2014
FOR THE SUPPLY OF ¼ INCH DIA CERAMIC COATED LANCING PIPES**

1.1 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP), hereinafter referred to as PURCHASER, hereby invites tenders for supply of ¼ Inch Dia (¼ø) Ceramic coated Lancing Pipes.

1.2 **Quantity:**

The PURCHASER intends to purchase 1,68,000 Meters of ¼ø Ceramic coated Lancing Pipes, conforming to Technical specification mentioned at **Annexure-I** of tender document.

1.3 **Delivery:** Delivery Schedule:

- 28,000 mtrs. on 31.10.2014
- 42,000 mtrs. on 31.12.2014
- 42,000 mtrs. on 31.03.2015
- 56,000 mtrs. on 31.07.2015

1.3.1 Delivery schedule indicated above is tentative. The Supplier shall supply the material as per requirement at BF Site. Any change in the delivery schedule indicated in LOI / Acceptance to Tender shall be intimated before 15 days.

1.4 **No. of sources:**

RINL / VSP intends to procure the tender quantity from Single source.

1.5 **Submission of Offers :**

Tenderers shall 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 (Also please refer Cl.No.11.0 of Annexure- II).

1.5.1. A Proforma as given in **Annexure –III** of the Tender Documents is prescribed for Part- B: Price Bid. All the tenderers are required to submit their Part-B: Price Bid only in the prescribed proforma. Price bid shall contain no caveat / conditions. Offers to the contrary will stand the risk of getting rejected.

1.6. **Earnest Money Deposit (EMD):**

1) Banker's Cheque/ DD shall be drawn in favour of Rashtriya Ispat Nigam Ltd. on scheduled commercial Banks payable at Visakhapatnam, for an amount of Rs.37,500/- (Thirty seven thousand five hundred only) & shall be submitted along with or prior to opening of Part-A: Techno-commercial Bid.

1.6.1 Tenders received without EMD for the requisite value will be rejected.

1.7. **Tender Documents:**

Tenderers who are interested in participating in the tender can download the tender documents from our website: www.vizagsteel.com and submit their offer before the scheduled Tender Opening Date (TOD), 10.30 Hrs (IST). In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost or by e-mail on written request from the tenderer.

1.8. Tenders shall be accepted upto **10.30 Hrs. (IST) on 29.08.2014.** or on an extended date. The date 29.08.2014 can be extended by purchaser if, in the purchaser's view, the response to the tender as on the said date is not satisfactory. Techno-Commercial part of the Tender (Part-A) shall be opened on the scheduled TOD in the presence of the Tenderers or Authorized 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 Bid (Part-B) of those Tenderers who have been Techno-Commercially accepted shall be opened in the presence of the Tenderers or Authorized Representatives of the Tenderers, who may choose to be present.

1.9. **Rejection of Offers :**

Offers which deviate from the vital conditions (as illustrated below) of the tender shall be rejected:

- a) Non-submission of Technical Specification (Annexure 6 I).
- b) Variable price quoted (without any ceiling limit for such variation and Price Variation Clause) against requirement of firm price.
- c) Submission of in- complete offers, non- appending signature on the offer and the prescribed formats.
- d) Receipt of offers after the due date & time and, or by Fax / e-mail (unless specified otherwise).

1.9.1. Detailed terms and conditions of Invitation to Supply tender and process of evaluation are available at www.vizagsteel.com >MM> Materials Management Tenders > Detailed terms and conditions of Invitation to Tender(ITT) > Detailed terms and conditions of Invitation to Supply Tender .

1.10. **Evaluation:**

As per prevailing guidelines, RINL shall be conducting reverse e-auction prior to opening of sealed price bids. All technically and commercially acceptable (TA & CA) bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 16.0 of Detailed terms and conditions of Invitation to Supply tender. During the reverse e auction the bidders would be required to quote prices only on the basis of landed net of cenvat (refer clause 2.1(c) of Detailed terms and conditions of Invitation to Supply tender) and only such tenderers whose offers are Techno-Commercially accepted and who have furnished user IDs in the Techno commercial bid (Part - A) shall be permitted to participate in reverse e-auction. After the Reverse e-auction is conducted, the sealed Price Bids of all the TA & CA tenderers, irrespective of whether they have participated in the Reverse e-auction or not, shall be opened within a short duration i.e., within 2 working days. Based on the prices so received through Reverse e-auction and the sealed price bids received along with the Techno-commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e. sealed price bid prices and Reverse e-auction prices) of all the tenderers. Placement of order shall be considered on the L-1 price (LNCP) so arrived. (Also please refer Annexure ó III to ITT).

1.11. **Performance Guarantee Bond (PG Bond):**

The PG Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure - V** of the tender document, for an amount covering 5% (Five percent) of the Landed value of the order. (Also please refer Cl. No.9.0 of Annexure ó II to ITT).

1.12. **Security Deposit:**

Indemnity Bond is to be furnished in the form of Bank Guarantee as per proforma at Annexure-VI of the Tender Document for an amount covering Rs.5,00,000/-(Rupees Five Lakhs).

1.13. **Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion and without assigning 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; and
- c) To reject the offers not conforming to the tender terms.
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy / Guidelines.
- e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines.

EXECUTIVE DIRECTOR (MM)

ANNEXURE -I TO ITT NO.PUR.4.67.0211/0044 DTD. 24.07.2014

TECHNICAL SPECIFICATION OF ¼ö CERAMIC COATED LANCING PIPES

➤ **Technical Specification:**

- 1) Thickness of the ceramic coating shall be 2.0 mm (minimum) & uniform.
- 2) One length of coated pie when used along with one length of bare pipe shall give the same life as that of six lengths of bare pipes.
- 3) Ceramic coating should not fall/detach during handling & lancing.
- 4) Packing: The material shall be tied securely in bundles of 10 pipes each.

➤ **Scope of work:**

- 1) This indent is only for ceramic coating on bare lancing pipes supplied by VSP Stores (steel yard) @ 14000 meters per lot & supply the same length of ceramic coating pipes in 1 or 2 instalments.
- 2) Supplier has to do ceramic coating and return ceramic coated lancing pipes to VSP within 1 month of taking the pipes outside VSP.
- 3) Material shall be supplied as per site requirement and delivered directly to BF site.

➤ **Inspection:**

- 1) Inspection shall be carried out at supplier's premises before dispatch of every lot by RINL/VSP.
- 2) Inspection procedure:
 - a) Thickness of the ceramic coating: 2 mm
 - b) Integrity of the coating: Coating should not detach on dropping the pipe from a height of 4 feet.
 - c) One length of coated pipe should give same life as that of six lengths of bare pipe during oxygen lancing.

➤ **Test cum Guarantee Certificate:**

- 1) The seller shall 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. All such replacement shall be free of cost.

(Signature & Seal of Tenderer)

(ANNEXURE -II TO ITT NO.PUR.4.67.0211/0044 DTD. 24.07.2014

INSTRUCTIONS TO TENDERERS

1.0 ESTABLISHMENT OF CREDENTIALS OF UN-LISTED VENDORS:

1.1 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 maybe along with the tender:

- a) Industry Registration Certificate (NSIC, DIC registration etc.)----(Notarized Copy)
- b) Certificate of Incorporation from Registrar of companies. --(Notarized Copy)
- c) Registration Certificate from Chamber of commerce / their respective designated Govt. Agency (In case of Foreign Agency)
- d) Excise Duty, CST, Sales Tax (TIN), Service Tax and Income Tax (PAN) Registration certificates etc. ---(Notarized Copy)

Besides above notarized certificates, Self Certified copies of previous 3 years audited financial statement , List of Purchase orders executed for PSU's , steel plants etc for similar products and ISO certificates if any are to be obtained.

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

2.0 Eligibility criteria:

- 2.1 The party should have experience of Ceramic Coating on bare lancing pipes being used for oxygen lancing for opening the tap hole of Blast Furnace of any steel Plant. Party and should produce satisfactory performance certificate from its customer regarding the same.
- 2.2 Only manufacturers should submit their quotations.

3.0 Quoting of Price(s):

3.1 The price of the Material offered shall be quoted in Indian Rupees per meter basis. The offers shall be evaluated based on the rate quoted for each Meter length.

- 3.2 The price quoted shall be on FOR VSP Stores basis exclusive of applicable taxes, duties, levies and Freight. Break up of the rate of taxes, duties, levies and freight considered, Packing & Forwarding, freight and Insurance must also be furnished for facilitating evaluation. 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 actuals 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.
- 3.3 The price quotations shall be given in the Part ó B (Price bid) only and not in any other accompanying documents or statement.
- 3.4 The prices quoted by the tenderer shall be both in figures and words and shall be free from corrections. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail. In case of any discrepancy in the Price quoted and the break-up indicated, the Price shall prevail and the break-up shall be calculated from the Price.
- 3.5 Price Firmness:**
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 & the same shall remain firm till completion of supplies.
- 3.6 Wherever the tenderers quote excise duty and sales tax as nil or at concessional rates (being SSI Unit or due to some other privilege available on the date of offer) but would charge at actuals on the date of dispatch suitable loading would be done with maximum ED& ST Rates as applicable, while evaluating by VSP.
- 3.7** The price bid shall only contain the price quoted and other financial terms shall be given in the techno-commercial bid and not in any other accompanying documents or statement.
- 4.0 Terms of Payment:**
- 4.1 100% payment shall be made against receipt and acceptance (**GARN**) of material on the 60th day (21st day for Local Micro and Small Enterprises subject to submission of documents as stipulated vide clause 9.1 of Detailed terms& conditions of Invitation to supply tender). Invoices in duplicate, to be submitted to Finance purchase Bills section, VSP atleast 15 days before due date of payment. Copy of the invoice, LR, packing list/challan, inspection certificate, manufacturer's test certificate to be submitted to central stores, VSP.
- 4.2 However, in case tenderers quote any other term than mentioned in this tender at para 4.1 above, the same shall be loaded as per VSP norms while evaluating their offer. The loading would be @ 20% per annum in case tenderer quotes less credit period than 60 days. No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking / evaluation purpose.

4.3 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principle is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The decision of RINL / VSP in this regard shall be final. RINL / VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL / VSP, have financial implications to RINL / VSP.

5.0 **Currency and Unit:**

The price shall be offered on cost per Meter basis and the currency shall be Indian Rupees.

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 between 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 **Validity Of the Offer:**

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

8.0 **Earnest Money Deposit (EMD) :**

- 8.1. Banker's Cheque/ DD shall be drawn in favour of Rashtriya Ispat Nigam Ltd. on scheduled commercial Banks payable at Visakhapatnam, for an amount of Rs.37,500/-(Thirty seven thousand five hundred only) & shall be submitted along with or prior to opening of Part-A: Techno-commercial Bid.
- 8.2. Tenders received without the EMD of requisite value will summarily be rejected. EMD shall not accrue any interest.
- 8.3. The EMD must be submitted along with or prior to opening of Techno Commercial Bid (Part-A). Tenders received without the EMD of requisite value will not be considered by RINL.
- 8.4. However, the following categories are exempted from submission of EMD:
 - i) Central/ State Government Public Sector Undertakings in India.
 - ii) SSI units/ Micro and Small Scale Enterprises (MSEs) registered with NSIC/ District Industries Center of the State Government concerned for the item/ item category of tendered item for which the tenderer is registered with the respective authority.
 - iii) Units registered with RINL for the tendered item.

- 8.5. The EMD shall be forfeited:
- a) If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer Or
 - b) In case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with Cl.No. 9.0 of Annexure - II of the Tender documents.

9.0 **Performance Guarantee Bond (PG Bond):**

- 9.1 The successful tenderer shall submit Performance Guarantee so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier. The PG Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure - V** of the tender document, for an amount covering 5% (Five percent) of the Landed value of the order. No change in the prescribed proforma of the Bank Guarantee for PG bond is acceptable.
- 9.2 The PG Bond shall be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. **Bonds from Co-operative banks are not accepted.**
- 9.3 This PG 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 successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 9.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 9.5 The supplier shall ensure the following also while submitting the PG Bond:
- Stamp paper shall be obtained in the name of the bank issuing PG.
 - Date of sale of Stamp paper shall be prior to date of PG.
 - PG shall bear the Number, date and seal of the Issuing bank.
 - PG shall be signed by the Officers on all pages with name, designation & code.
 - PG shall contain a foot note "Issuance of this bank guarantee may also be got confirmed from our controlling branch/office/higher authority (Name & Address)".
- 9.6 The PG bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of scheduled delivery of the last consignment.

9.7 The PG Bond shall be released after 90 days from the date of receipt of last consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender.

10.0 **Security Deposit:**

10.1 As per the scope, the successful tenderer is required to collect the material (Lancing Pipes) from RINL-VSP for carrying out Ceramic coating at their premises. The successful tenderer should submit an amount of Rs.5,00,000/- (Rupees Five Lakhs only) towards security deposit in the form of RTGS/Banker Cheque/Demand Draft in favour of RINL-VSP, Visakhapatnam or Indemnity Bond in the format (at **Annexure-VI**) to be submitted.

10.2 The successful tenderer shall submit Indemnity Bond so as to be received in the office of Dy. General Manager (BF), RINL/VSP before collection of the material. The Indemnity Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure - VI** of the tender document, for an amount of Rs.5,00,000/-. No change in the prescribed proforma of the Bank Guarantee for Indemnity Bond is acceptable.

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

10.4 This Indemnity 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 successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.

10.5 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.

10.6 The supplier shall ensure the following also while submitting the Indemnity Bond:

Stamp paper shall be obtained in the name of the bank issuing BG.

Date of sale of Stamp paper shall be prior to date of BG.

BG shall bear the Number, date and seal of the Issuing bank.

BG shall be signed by the Officers on all pages with name, designation & code.

BG shall contain a foot note "issuance of this bank guarantee may also be got confirmed from our controlling branch/office/higher authority (Name & Address)".

10.7 The BG bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 30 (Thirty) days from the date of the completion of the contract.

10.8 The BG bond shall be released based on the recommendation of DGM(BF) and on completion of contract by the successful tenderer..

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.

11.2 **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.**

11.3 Offers with any deviations to the following terms and conditions contained in the tender document are not acceptable to VSP and such offers are liable for rejection:

- a) Specification.
- b) Risk Purchase.
- c) Submission of EMD.
- d) Total Rejection.
- e) Arbitration and Jurisdiction.
- f) Liquidated Damages.
- g) Submission of Performance Guarantee Bond
- h) Default.
- i) Inspection.
- j) Guarantee clause
- k) Force Majeure.

12.0 **Other General points relating to the Preparation / Submission / Despatch of the Offer:**

12.1 The detailed offer together with its enclosures shall be submitted in two parts with superscription:

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

In two separate sealed envelopes.

Part-A: Part-A shall contain all details on technical specifications, Annexure ó I, Annexure - IV, other information/ data/ documents/ confirmations/ EMD/ 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.

Part-B: Price Bid shall be submitted separately in the prescribed proforma at **Annexure-III** of the Tender.

- 12.2 Each page of the offer shall 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 shall 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 ¼” Ceramic coated Lancing pipes against ITT No. Pur.4.67.0211/0044 dtd. 24.07.2014 due on"** 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 11.1 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 **"Tender for supply of ¼” Ceramic coated Lancing pipes against ITT No. Pur.4.67.0211/0044 dtd. 24.07.2014 due on"**.
- 12.6 This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 13.0 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.

14.0 **Inspection:**

- 14.1 Inspection shall be carried out at supplier's premises before dispatch of every lot by INL/VSP.
- 14.2 Inspection procedure:
- a) Thickness of the Ceramic coating : 2 MM
 - b) Integrity of the coating: Coating should not detach on dropping the pipe from a height of 4 feet.
 - c) One length of coated pipe should give same life as that of Six lengths of bare pipe during oxygen lancing.

15.0 **Test cum Guarantee Certificate:**

The Seller shall submit Manufacturer's Test cum Guarantee certificate along with every consignment, clearly indicating the relevant Parameters (Pl. refer Annexure ó I to ITT) and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects. All such replacements shall be free of cost.

- 15.1 **Guarantee Clause:** Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.
- 16.0 **ED Gate pass:**
The Seller shall despatch material on door delivery basis ensuring that the ED Gate Pass (Duplicate for transporter copy) (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.
- 17.0 **Liquidated Damages:**
Delivery is the essence of the Contract and hence should any consignment be delayed, to recover from the supplier/contractor, liquidated damages not by way of penalty, a sum of 0.5% of the price of any stores which the supplier/contractor has failed to deliver as aforesaid for each week or part of week, during which the delivery of such goods may be in arrears subject to a maximum of 10% of the value of such stores/items.
- 18.0 **Default:**
Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender 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 Cl.No.24.0 herein below.
- 19.0 **Risk Purchase:**
The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated in Cl.No. 16.0 herein above may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender 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 by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

20.0 **Recovery Of Sums Due:**

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.

21.0 **Responsibility:**

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.

22.0 **Transfer And Sub-Letting:**

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.

23.0 **Taxes and duties:**

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

24.0 **Completeness Of The Agreement and Modification:**

This Acceptance to Tender 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 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.

25.0 **Waiver:**

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

26.0 **Force Majeure:**

26.1 If either the SELLER or the PURCHASER be prevented from discharging his or their obligation under this Acceptance to Tender by reason of arrests or restraints by Government people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above

mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

26.2 Should there be any interruption in the delivery of the MATERIAL due to Force majeure circumstances detailed in para 24.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of offtake of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the offtake by the PURCHASER and/or delivery of the MATERIAL by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for normalization of shipments.

27.0 **Arbitration & Jurisdiction:**

27.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled under the Rules of Arbitration of the Indian Council of Arbitration by one or more arbitrators appointed in accordance with the said Rules / modifications and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.

27.2 In case 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.

28.0 **Legal Interpretations And Jurisdiction:**

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.

27.0 **Completeness Of the Tender:**

Each Tenderer shall 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.

28.0 **PUNITIVE ACTIONS to be taken against agencies who submit false/forged documents to VSP.**

28.1 It comes to the notice of 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 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 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 VSP Management will be final and binding.

28.2 In case commercially and technically acceptable lowest price offered 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.

29.0. **General Conditions of Contract (GCC) for Supply :**

VSP's GCC are a part of the Tender. VSP's GCC are available at www.vizagsteel.com > TENDERS > Materials Management Department > Detailed terms and conditions of Invitation to Tender(ITT) > General Conditions of Contract for Supply.

ANNEXURE – III to ITT No: Pur.4.67.0211/0044 dtd. 24.07.2014

Proforma for price bid

Sl. No.	INDEGENOUS OFFER WITH APVAT	Rupees in Figures & Words
1	Basic price (BP) per Meter (for Ceramic coating)	
2	Packing Charges, if any	
3	Excise Duty & Cess @ -----% on (1+2)	
4	Education Cess on Ed @ -----% on (3)	
5	Sub total (1+2+3+4)	
6	Sales Tax (CST / VAT) @ -----% on (5)	
7	Freight per Meter , if any	
8	Landed Cost per Meter (5+6+7)	
9	Sub total II (8- 3- 4)	
10	ITC @ ----- % on (5) #	
11	Landed net of Cenvat (LNCP) per Meter (9 - 10)	
a.	Offered quantity	
b.	Landed cost for Offered quantity (8 * a)	
c.	Landed net of Cenvat (LNCP) for Offered quantity (11 * a)	

- Input Tax Credit (ITC) is 1.94% and 11.43 % for VAT @ 5% and 14.5% respectively.

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Signature and Seal of the Tenderer

(ANNEXURE-IV TO TENDER NO PUR.4.67.0211/0044 DTD. 24.07.2014)

**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	ACCEPTED / NOT ACCEPTED (To be Confirmed by Party)	DEVIATIONS, IF ANY
1	Name and Address of the Tenderer			
2	Quantity offered	To be confirmed as per Para 1.2 of ITT		
3	Technical specification	To be confirmed as per Annx-I of ITT		
4	Delivery schedule	To be confirmed at Para 1.3 of ITT		
5	Payment terms	To be confirmed as per Cl.4.0 of Annx-II of ITT		
6	EMD	To be confirmed as per Cl.8.0 of Annx-II of ITT		
7	Price Basis	To be confirmed as per Cl.3.0 of Annx-II of ITT		
8	Price firmness	To be confirmed as per Cl.3.5 of Annx-II of ITT		
9	Insurance	To supplier's a/c		
10	Validity of offer	To be confirmed as per Cl.7 of Annx-II of ITT		
11	Inspection	To be confirmed as per Cl.14.0 of Annx-II of ITT		
12	Test cum Guarantee certificate	To be confirmed as per Cl.15.0 of Annx-II of ITT		
13	Liquidated damages	To be confirmed as per Cl.17.0 of Annx-II of ITT		
14	Default	To be confirmed as per Cl.18.0 of Annx-II of ITT		
15	Risk Purchase	To be confirmed as per Cl.19.0 of Annx-II of ITT		
16	Arbitration & Jurisdiction	To be confirmed as per Cl.27.0 of Annx-II of ITT		
17	Force Majeure	To be confirmed as per Cl.26.0 of Annx-II of ITT		

18	Performance Guarantee Bond	To be confirmed as per Cl.9.0 of Annx-II of ITT		
19	Other terms & conditions of the ITT/ VSP & GCC	To confirm acceptance.		
20	Minimum lead time for commencement of supplies.	To confirm the period from the date of issue of LOI / Acceptance to Tender		
21	Guarantee Clause	To be confirmed as per Cl.13.1 of Annx-II of ITT		
22	Security Deposit Clause	To be confirmed as per Cl.10 of Annx-II of ITT		

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Signature and Seal of the Tenderer

(ANNEXURE-V TO TENDER NO.PUR.4.67.0211/0044 DTD. 24.07.2014)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

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

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

Bank Guarantee No

Dt

LETTER OF GUARANTEE

1. WHEREAS M/s _____ hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. _____ Dated _____ (hereinafter called the said A/T) for the supply of _____ (_____) meters of ¼ Inch Dia (¼~~Ø~~) Ceramic coated Lancing Pipes (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, í í í í í (name of bank & branch) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T and/or in the performance of the said A/T 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 A/T 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, .í í í í í . (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) six months after the date of Lorry Receipt / Bill of Lading of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the 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, í í í í í í í í .(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, .í í í í í .. (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, .í í í í í (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, .í í í í í .. (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T 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 A/T and We, ... (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SELLER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, .í í í í í í í .. (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above.

7. We, ...í í í í í í (name of bank & 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, and or Bank.

8. We, í í í í í í (name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at í í í í í í í í í í í í í í í .. (Address of local branch at Visakhapatnam).

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

.....
Signature and Seal of the Tenderer

