

GLOBAL TENDER

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Government of India Undertaking)
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

Telephone No: +91 891 2519508

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**CORRIGENDUM NUMBER 001 dtd.22.07.2015 TO
GLOBAL TENDER NOTIFICATION**

ITT No.5.67.0016/6719 dtd.18.06.2015

Sealed tenders are invited Supply and application of Refractories for Steel Ladle for SMS-I

Last date & time for receipt of Tenders is extended upto : 07.08.2015 by 10: 30 HRS (IST)

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 10:30 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer. Tenderers may kindly note that there will not be further extension of Tender opening date. All the other terms shall remain unchanged. **The tenderers should refer to RINL's website regularly for any corrigendum.**

EXECUTIVE DIRECTOR (MM)

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME I TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015

Tender document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and seal of the tenderer)

The Bid Money is remitted with the tender by

DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

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RASHTRIYA ISPAT NIGAM LIMITED
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Sealed tenders are invited Supply and application of Refractories for Steel Ladle for SMS-I

Last date & time for receipt of Tenders : 22.07.2015 by 10: 30 HRS (IST)

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EXECUTIVE DIRECTOR (MM)

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

Tender for Supply and Application of Refractories for Steel Ladle for SMS-I
ITT No PUR. 5.67.0016/6719 dated: 18.06.2015

Broad Description of Tender Documents

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Materials Management Department (Purchase Wing)
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Visakhapatnam Steel Plant
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RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(Government of India Enterprise)
MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)
Block A, 3rd Floor, Main Administrative Building
VISAKHAPATNAM – 530 031(AP) INDIA
Phone: +91 891 2519508, Fax: 91 891 2518753 / 2518756.

**Notice to Invitation to Tender No. Pur.5.67.0016/6719 dated: 18.06.2015
for Supply and application of Refractories for Steel Ladle for SMS-I.**

**(GLOBAL TENDER FOR PARTICIPATION OF DOMESTIC AS WELL AS GLOBAL VENDORS
FROM ELIGIBLE SUPPLIERS)**

- 1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites sealed bids in Two parts (Part-A Techno Commercial Bid and Part – B Price Bid in separate envelopes) for supply and application of Refractories for Steel Ladle for SMS-I in conformity with the specification and Scope given in **Annexure – II** to ITT.
- 2.0 RINL / VSP intends to purchase quantity of 220 Sets of Refractories for Steel Ladle for SMS-I.
- 3.0 Bids in a sealed envelope shall be received up to 10:30 Hours (IST) on 22.07.2015 and Techno Commercial part of the bid (Part-A) shall be opened immediately thereafter in the presence of authorized representatives of the tenderers who choose to be present. Price bids (Part- B) of technically and commercially accepted tenderers shall be opened, under separate intimation to them, in the presence of their authorised representatives who may choose to be present.
- 4.0 The offer should be submitted in sealed envelope clearly superscribing “Tender for supply and application of Refractories for Steel Ladle for SMS-I” against Tender No **Pur. 5.67.0016/6719 dated: 18.06.2015 due on 22.07.2015** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 5.0 Tenders submitted against NIT/Tender shall not be returned in case the tender opening date is extended/ postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).
- 6.0 Each tender shall be considered only if the Bid money in Indian Rupees/US\$ is submitted **for an amount of Rs.37,50,000.00 (Rupees Thirty Seven lakh Fifty Thousand only) or US\$ 59,000.00 (US Dollar Fifty Nine Thousand only)** along with or prior to opening of Part-A: Techno-commercial Bid. **Tenders received without Bid Money of requisite value will not be considered by RINL/VSP.** Please refer Cl.No.15.0 of Annexure-I.
- 7.0 The successful tenderer has to execute a performance guarantee bond in the form of a Bank Guarantee for 5% of the order value on Landed cost basis/CFR cost (as the case may be) to be received at RINL before commencement of supplies or 30 days from date of LOI or Acceptance to Tender whichever is earlier (Please refer Cl.No.12.0 of Annexure-VIII to ITT).
- 8.0 EVALUATION: All the tenders shall be evaluated on the basis of landed Net of CENVAT price (LNCP) per Set for supply and application.

- 8.1 RINL shall resort to reverse e-auction prior to opening of sealed price bids. 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 8.3 below. In reverse e-auction the bidders would be required to quote prices only on the basis of landed net of CENVAT/VAT price per Set at VSP stores. Only such tenderers whose offers are techno-commercially accepted shall be permitted to participate in Reverse e-Auction.
- 8.2 **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-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 L1 price (LNCP) so arrived.** Tenderers shall mention their User Id for participating in the reverse e-auction in their techno- commercial bid after generating the same.
- 8.3 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 Purchase>Click on “new user!!!> Click to register” for generating user ID and fixing corresponding password.
- 8.4 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 Purchase sub menu. TA & CA tenderers would be authorized to quote their Landed Net of CENVAT/VAT (LNCP) prices only on e-reverse auction engine on a fixed time and date. Modalities of evaluation of landed net of Cenvat/VAT price is given at para 9.0 of Instructions to Tenderers (Annexure-I to ITT).
- 8.5 Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. In case of order on Import source, the payment shall not exceed LNCP so arrived in INR. The exchange rate prevailing on the day before the scheduled date of reverse e-auction shall be taken to arrive at LNCP in INR. Purchase e auction user manual for import cases (mixed currency) available on our web site may be referred.
- 9.0 The tendered quantity shall be taken from three Techno-commercially acceptable tenderers subject to matching of the TAL1 landed net of Cenvat / VAT price per Set by TAL2, TAL3 tenderers etc in the order of ranking and the tendered quantity will be distributed in the ratio 50:25:25. However this is subject to three sources together offer for supply of total tendered quantity as per the delivery schedule indicated at Para 7.1 of Annexure I of ITT.
- 10.0 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.
- 11.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

- 12.0 **Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the right:**
- 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
 - 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. In case a Local MSE becomes TAL1 tenderer, purchase preference will not be extended to another Local MSE in the tender.
- 13.0 At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments Or Corrigendum will be notified on RINL's website at regular intervals. Therefore the tenderers should refer to RINL's website regularly for any corrigendum.

-GENERAL MANAGER (MM)

ANNEXURE I TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015
INSTRUCTIONS TO TENDERERS

- 1.0 Tenderers who have not supplied Refractories for Steel Ladle to RINL/VSP earlier but who are Manufacturers / Suppliers of Refractories for Steel Ladle to other integrated Steel Plants shall furnish information / data / documents / printed / illustrated literature / brochure covering the following aspects:
- Detailed information of the Manufacturer / Supplier.
 - Documents showing the exact nature of ownership should be submitted.
 - Production capacity of Refractories for Steel Ladle and average annual production in the last three years.
 - Latest copies of executed / on going orders (during the last 1 year) of Refractories for Steel Ladle with different integrated steel plants along with performance certificates issued against the order.
 - A recent Test and Inspection Certificate issued for the material by a reputed international test house in case the supplier is a new supplier to VSP.
- 1.1 **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. They should also give clear price breakup and quantities (in Price Bid) for supplying the material from different Works.**
- 1.2 Tenderers who may be a supplier offering on behalf of a principal manufacturer, shall furnish in original the Letter of Authority of the concerned manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 1.0 above. The Letter of Authority should be as per the format enclosed at **Annexure – III** of ITT and this should be submitted along with Part-A of Tender Documents i.e., Techno-commercial Bid.
- 1.3 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.
- 1.4 **Eligibility criteria:** Suppliers with following criteria are eligible to participate in the tender:-
- 1.4.1 Who are Visakhapatnam Steel Plant's existing proven supplier for steel ladle refractory set.
OR
- 1.4.2 Party must have credential of supplying at least 50 full set of steel ladle refractories of Mag-Carbon (MgO-C) quality or combination of MgO-C or alumina Mag-Carbon (AMC) quality within last 5 years from RFX date (i.e. Invitation to tender) for steel ladle of minimum 130 Ton capacity in any Steel Plant within India. The average life achieved against the order should be minimum 90heats. Relevant order copies are to be produced by supplier with the offer as supporting document for supply of set.

In case the supplier furnishes more than one order copy as credential, credential reference no. shall be mentioned (eg. Credential reference no.1, no.2 etc.) at the top right side corner of the 1st page of the relevant order copy. In addition, the tenderer shall indicate their credential in following format:

Sl. No.	Name of the plant for which Steel ladle refractory was ordered	Steel ladle capacity	No. of sets ordered	Avg. life achieved	Order reference no. and date	Whether order copy is submitted along with the offer against VSP tender document	Credential reference no.
						Yes / No	

1.4.3 Existing registered vendors of VSP for steel ladle refractories need not furnish any documentary evidence as sought in the above eligibility criteria.

- 1.5 In cases where RINL /VSP decides to procure the material from one or more than one source, if it comes to the notice of RINL / VSP at any stage right from tendering or after placement of order /execution of the contract that offers have been made by companies using same equipment / facilities / address, then such offers / orders shall be rejected / cancelled forthwith and the party(s) shall be blacklisted from all future dealings with RINL / VSP for a period of 2 years. Bid money /EMD /Security deposit etc., if any, shall be forfeited. Decision of RINL / VSP in this regard shall be final and binding.”

- 2.0 **Establishment of Credentials of Un-enlisted Vendors:** If tenderer who responds to this tender notice 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 ADVERTISEMENT TENDER REFERENCE as the case may be, along with the tender.

a) In respect of Indigenous Firms :

- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.

(OR)

Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer / Agent / Trader etc.

(OR)

Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.

- (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
- (iii) Notarised copies of excise Sales Tax (CST, VAT), Service Tax Registration Certificate and PAN Card copy in the name of company in case of Limited Companies or In the name of individuals in case of Proprietary Firms.
- (iv) Self certified Financial worth and audited financial statements for the last three (3) years.
- (v) Self –Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
- (vi) Self-certified ISO Certificate, if any.

b) In respect of Overseas Tenderers :

Copies of the following documents shall be furnished in lieu of the documents (i) to (vi) listed at 2(a) above.

- (i) Notarised registration certificate from chamber of commerce / their respective designated Govt., Agency in English Version.
- (ii) Self – certified financial worth and audited financial statements for the last three (3) years.
- (iii) Self-certified Purchase Orders / contracts copies for the same or similar tendered item/s.
- (iv) Self-certified ISO certificate, if any.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with RINL / VSP. The tender of un-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents

except (vi) of (a) and (iv) of (b) or if RINL / VSP finds that the creditability of the un-enlisted vendor 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 shall be final.

3.0 **Specifications:**

3.1 RINL/VSP requires Refractories for Steel Ladle for SMS-I as per the Technical Specifications and Scope mentioned in **Annexure-II** of this ITT.

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

3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance of Tender.

4.0 **Quantity:** The PURCHASER intends to purchase 220 sets of Refractories for Steel Ladle for SMS-I conforming to Technical specifications and scope as at Annexure-II of tender document.

5.0 The tendered quantity shall be taken from three Techno-commercially acceptable tenderers subject to matching of the TAL1 landed net of Cenvat / VAT price per Set by TAL2, TAL3 tenderers etc in the order of ranking and the tendered quantity will be distributed in the ratio 50:25:25. However, this is subject to three sources together offer for supply of total tendered quantity and as per the delivery schedule indicated at Clause 7.0 of Annexure I to ITT.

6.0 **Prices:**

6.1 **Indigenous Offers:** In case of Indigenous offers (offers for supply from within India), the price of the Material offered including application charges should be quoted in Indian Rupees on per Set basis. The price should be quoted for FOR VSP Stores, Visakhapatnam. The payment shall not exceed LNCP so arrived in INR.

6.2 **Import Offers:**

6.2.1 In case of import offers, the price of the MATERIAL offered should be quoted on per Set basis on the basis of CFR Visakhapatnam Port, giving break up of FOB named port(s) of loading – material in bags and stuffed into containers and Freight. **Tenderers must give break up of FOB price and Freight while quoting CFR price.**

6.2.2 The supplier from Imported source should necessarily indicate the freight rate applicable for shipping the material in lots till completion of delivery and no change in freight quoted, whatsoever, shall be allowed till completion of delivery of total ordered quantity.

RINL/VSP reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment.

6.3 For the purpose of comparison of offers, offers for Imported Supplies shall be converted into INR (Indian Rupees) by adopting the Bill Selling rate of State Bank of India applicable one day before the date of conducting reverse e-auction and Landed Net of Cenvat/ VAT basis (LNCP) per Set arrived at for VSP Stores. In case of order on Import source, the payment shall not exceed LNCP so arrived in INR. The exchange rate prevailing on the day before the scheduled date of reverse e-auction shall be taken to arrive at LNCP in INR. Purchase e auction user manual for import cases (mixed currency) available on our web site may be referred.

- 6.4 All the offers shall be evaluated and compared based on Landed Net of Cenvat/VAT basis (LNCP) on per Set basis at Visakhapatnam Steel Plant, Visakhapatnam.
- 6.5 The prices quoted by the tenderer for the quantity offered should be firm till execution of order. The payment shall not exceed the LNCP so arrived in INR.
- 6.6 The prices quoted by the tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.

7.0 Delivery:

7.1 For Overseas supplies:

- 7.1.1 Keeping in view the voyage time and the time required for clearing the cargo at discharge port, the material required for forming full set should be dispatched at load port as per the delivery schedule indicated below:

Lot No.	To reach VSP Stores by	Qty
1	30-11-2015	20 Sets
2	31-12-2015	20 Sets
3	31-01-2016	20 Sets
4	29-02-2016	20 Sets
5	31-03-2016	20 Sets
6	30-04-2016	20 Sets
7	31-05-2016	20 Sets
8	30-06-2016	20 Sets
9	31-07-2016	20 Sets
10	31-08-2016	20 Sets
11	30-09-2016	20 Sets

The above delivery schedule is tentative and material to be supplied as per the delivery schedule indicated while placement of order. VSP reserves the right to prepone or post pone the delivery as per requirement at site.

- 7.1.2 In case a tenderer quotes part qty of set on FOB/CFR basis and a part qty of set on FOR VSP Stores basis, the date indicated in the A/T will be the date by which supplier is required to dispatch total qty required for set i.e., both import and indigenous parts of set.

7.2 For Indigenous supplies:

Lot No.	To reach VSP Stores by	Qty
1	30-11-2015	20 Sets
2	31-12-2015	20 Sets
3	31-01-2016	20 Sets

4	29-02-2016	20 Sets
5	31-03-2016	20 Sets
6	30-04-2016	20 Sets
7	31-05-2016	20 Sets
8	30-06-2016	20 Sets
9	31-07-2016	20 Sets
10	31-08-2016	20 Sets
11	30-09-2016	20 Sets

The above delivery schedule is tentative and material to be supplied as per the delivery schedule indicated while placement of order. VSP reserves the right to prepone or post pone the delivery as per requirement at site.

7.3 Delivery for the first lot of material should reach VSP Stores within 10 Weeks of date of A/T (for both Indigenous and Import source).

7.4 The period of delivery is the essence of the A/T. In case of imports supplies, the date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material at VSP's stores shall be the date of delivery in respect of each consignment.

7.5 For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Lorry Receipt, in case of indigenous supplies) in time and / or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port / siding / store rent etc, which the PURCHASER may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Transporter, in case of indigenous supplies).

8.0 **Payment Terms:**

8.1 **Supply part for indigenous supplies:**

- a) Initial 60% basic price/set along with 100% taxes, duties and freight shall be released set wise within 60 days of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores.
- b) Balance 40% payment of the set, as applicable shall be released within 30 days of submission of bills supported by performance report duly certified by DGM (RED)I/c or his authorized representative and GARN, after adjusting bonus/ penalties, if any.

8.2 **Supply part for overseas supplies:**

- a) Initial 60% payment FOB value along with 100% freight (if shipment is on CFR basis) shall be released set wise within 60 days of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores.
- b) Balance 40% payment of the set, as applicable shall be released within 30 days of submission of bills supported by performance report duly certified by DGM (RED)I/c or his authorized representative and GARN, after adjusting bonus/penalties, if any.

8.3 **Application part for both Indigenous and overseas supplies:**

- a) Initial 90% application charges + 90% service tax shall be released within 30 days of submission of bills duly supported by satisfactory performance report of application certified by DGM (RED) I/c or his authorized representative on monthly basis.

- b) Balance 10% application charges + 10% service tax shall be released within 7 days against clearance from Contract Labour Cell (CLC) of VSP.

8.4 In case excess material (than the approved BOQ) is supplied to achieve the guarantee, the same shall be supplied by the supplier free of cost. However VSP shall avail CENVAT credit against cenvatable documents and reimburse the same to the supplier in such cases. In case of any leftover qty, the same shall be the property of VSP. At the end of contract, any shortfall in supply from approved BOM shall be deducted of equivalent amount to the tune of cost of material which is not supplied.

9.0 All offers shall be evaluated on LNCP basis. Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. The illustration is given below:

(a) INDIGENOUS OFFER:

Sl.No.	Description	Rs./Set	Rs./Set
1	Basic Price#	1000.00	1000.00
2	Packing & Forwarding#	100.00	100.00
3	Excise Duty& Cess @ 12.5 % on [1+2]*	137.50	137.50
	Sales Tax (CST/VAT)	CST @ 2%	VAT @ 14.50%#
4	Sales Tax on (1+2+3)*	25.50	179.44
5	Freight#	100.00	100.00
6	Landed (1+2+3+4+5)	1363.00	1516.94
7	Cenvat (3)	137.50	137.50
8	ITC @ 11.06% on (1+2+3)	NA	136.87
9	Landed net of Cenvat/VAT for supply [6-7-8]	1225.50	1379.44
10	Application charges#	100.00	100.00
11	Service tax on Application charges@ 14%*	14.00	14.00
12	Landed for supply and application (6+10+11)	1477.00	1630.94
13	Landed net of Cenvat/VAT for supply and application [12-7-8-11]	1325.50	1342.57

The applicable ITC for VAT @ 5% is 1.58%.

(b) IMPORT OFFERS:

Sl.No	Description	Rate	Amount Rs. /Set
i)	Basic per Set in USD (Or Basic price in quoted currency) #	100	
ii)	Exchange Rate (Rs.) #	60	
iii)	Basic Price (in Rs.) #		6000.00
iv)	Freight & Insurance @ 3.125% # [(iii) x 3.125%]	3.125%	187.50
v)	CIF (Cost + Insurance + Freight) [iii + iv]		6187.50

vi)	Landing charges [v x 1%]	1%	61.88
vii)	Assessable Value [v + vi]		6249.38
viii)	Custom Duty @ 7.5% * [(vii) x 7.5%]	7.50%	468.70
ix)	CVD @ 12.5% *[(vii + viii) x 12.5 %]	12.50%	839.76
x)	Educational Cess on duties @ 3% [(viii + ix) X 3%]	3%	39.25
xi)	SAD (Special Additional Duty) @ 4% [(vii + viii + ix +x) X 4%]	4%	303.88
xii)	Port & other related charges at disport #		20.00
xiii)	Landed for supply [v + viii + ix + x + xi + xii]		7859.10
xiv)	Landed Net of Cenvat for supply(LNCP) [xiv-ix-xi]		6715.46
xv)	Application charges #		100.00
xvi)	Service tax on Application charges* [(xv) X 14%]	14%	12.36
xvii)	Landed for supply and application (xiii+xv+xvi)		7973.10
xviii)	Landed net of Cenvat for supply and application [xvii-ix-xi-xvi]		6815.46

* Statutory levy (Ruling at the time of offer)

Assumption

10.0 **Taxes and Duties:**

10.1 In case of Imported Supplies, the successful tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

10.2 In case of indigenous supplies, the prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date for submission of tender. For supplies on CST basis, C-Form, if required shall be issued by RINL / VSP. The prices shall remain firm and fixed till execution of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer. Entry Tax as applicable on the Sale Price (Basic Price + Excise Duty + Freight + any other charges paid by the Purchaser to the Supplier excluding CST) as per G.O. of AP Government for procurement of material on CST basis shall be taken into account while evaluating the offer. If any percentage set-off is available to RINL / VSP at the time of evaluation of offer out of the Entry Tax based on the sales of Iron and Steel products, the loading towards Entry Tax shall be done accordingly while evaluating the Prices. In case of supplies from Andhra Pradesh State, the tenderer should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP.

11.0 **Indian Agents of Foreign Suppliers/Contract Agencies:**

11.1 RINL/VSP shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary.

- 11.2 In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, there shall be compulsory registration of Indian Agents of Foreign suppliers / contracting agencies with RINL. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 11.3 In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.
- a) Authorization Certificate as per the format in the VSP's Detailed terms and conditions of Invitation to supply tender (www.vizagsteel.com).
 - b) What service the Agent renders, Extent of authorization and authority given to the Agent. The amount of commission/ remuneration, if any, shall be included in the quoted price(s) for such agent and indicated separately.
 - c) 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 B/L as per "State Bank of India" and shall not be subject to any further exchange variation. In addition, any other relevant details as may be asked for by the PURCHASER subsequently shall also be furnished by the Tenderer.
- 11.4 There shall be compulsory registration of Indian agents with Purchaser. An agent who is not registered with RINL shall seek registration with VDC, RINL/VSP by submitting requisite details/documents as asked for (Detailed procedure is available on our website for viewing and free downloading. Go to www.vizagsteel.com, click on "Tenders", click on "MM" and click on Application for Registration of Indian Agents). The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.
- 11.5 The Indian agent's commission, if any should be included in the quoted prices and indicated separately.
- 11.6 Failure to adhere to the above Or furnish correct and detailed information as called for 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.
- 11.7 The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days after acceptance of last consignment at VSP after effecting deductions, if any.
- 11.8 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.
- 11.9 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier / contract agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission / remuneration / salary / retainer being paid by them to the agent(s).
- 11.10 Wherever the Indian representative has communicated on behalf of their foreign supplier / contract agency and / or the foreign supplier / contract agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier / contract agency should be submitted before finalizing the contract.

12.0 **Statement of Deviations:**

- 12.1 Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **Annexure-V** of this Instructions to Tenderers, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno Commercial Bid - Part:A.
- 12.2 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as **Annexure-V** of this Instructions to Tenderers. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 12.3 No revision in the terms and conditions of the offer will be entertained after the tender opening.

13.0 **Loading on Account of Deviations:**

- 13.1 In case an offer with deviations to payment terms is considered, it shall be loaded suitably (@ 20% per annum) 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. The above illustration is on the presumption that the tenderer have confirmed acceptance of all the terms and conditions stipulated in the tender. 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.

14.0 **Validity of Offer:**

- 14.1 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 actual date of opening of tender.

15.0 **EARNEST MONEY DEPOSIT:**

- 15.1 Each tender shall be considered only if **Earnest Money Deposit** in US Dollars or in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode or in the form of Bid bond (as per format given at **Annexure-XI**) for an amount Rs.37,50,000.00 (Rupees Thirty Seven lakh Fifty Thousand only) or US\$ 59,000.00 (US Dollar Fifty nine Thousand only) is to be submitted along with or prior to opening of Part-A: Techno-commercial Bid.
- 15.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of Part-A: Techno-commercial Bid or is submitted along with the said Part-A.
- 15.3 Account payee Demand Draft/ Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding—Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if EMD is submitted in US Dollars, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the tenderer. No interest shall be paid for the EMD.
- 15.4 Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.

- 15.5 The following categories are exempted from submission of Bid Money :
- a) Central/State Government Public Sector Undertakings of India.
 - b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
 - c) Units registered with RINL for the tendered item (s).

Note: SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

However, they would be required to establish Performance Guarantee Bond in case they are successful in the tender.

- 15.6 The Bid Money shall be encashed by RINL/VSP without any further reference to the tenderer and forfeited:

- a) in case the offer submitted is withdrawn or modified by the tenderer in a manner not acceptable to RINL/VSP, before expiry of validity.

(or)

- b) in case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause 12.0 of Annexure - VIII of the Tender documents.

16.0 PURCHASE PREFERENCE:

- 16.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide Clause 16.2.1 below.

- 16.2 Condition for availing benefit under Clause 8.0 of Detailed Terms and conditions of Invitation to Supply Tender (Ref VSP's web site: [www @vizagsteel.com](http://www.vizagsteel.com)) and 8.0 above by Local Micro & Small Entrepreneurs (Local SSIs):

- 16.2.1 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits as stipulated at 16.2 above:

- a) District Industries Centre of Visakhapatnam.
- b) District Industries Centre of Srikakulam/ Vizianagaram/ East Godavari District i.e., units located within 100 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers. In case of Refractory items, units located within 200 KM of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centre.
- c) NSIC registered units falling within the above jurisdictions i.e., in a or b.

- 17.0 **CENVAT DOCUMENTS:** 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.

18.0 Placement of Order:

- 18.1 When the offer of a Tenderer is found technically and commercially acceptable, RINL will issue an Acceptance of Tender to the successful Tenderer, indicating the following:

- a) The quantity and price of material intended to be purchased.
- b) The desired delivery schedule.
- c) The amount for which the Tenderer should establish Performance Guarantee Bond (PG Bond) in favour of RINL and the period for which the PG Bond should be valid.
- d) And other Terms and Conditions

19.0 The tenderers are requested to fill up the check list as at **Annexure - VI** of the Tender document.

20.0 **Preparation of Tender:**

20.1 The offer shall be submitted in two parts;

Part-A - Techno-Commercial Bid

Part-B - Price Bid.

in two separate sealed envelopes.

20.2 **Part-A** in a sealed envelope should contain the following:

1. Earnest Money Deposit (EMD).
2. Documents for credentials of un-enlisted vendors of VSP as specified at Para 2.0 of Annexure - I.
3. Annexure – II duly signed and stamped on each page.
4. Declaration in original regarding Indian Agent, if any, as per the proforma given at Annexure-IV of this Instructions to Tenderers.
5. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at Annexure-V of this Instructions to Tenderers.
6. Declaration of particulars as sought at Annexure-VII of this Instructions to Tenderers.
7. Check list as per Annexure-VI.
8. The price schedule after blanking the prices (but indicating the percentage of taxes and duties levied in case of indigenous supply).
9. Integrity pact (Annexure-X)

20.3 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.

20.4 Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.

20.5 **Part-B:** Price Bid should be submitted in a separate sealed envelope in the prescribed proforma given in **Volume-II** of the tender document. The Price Bid should only contain the price quotations. Any financial terms should be given in the Techno Commercial Bid (Part-A) only. Any condition / caveat in the Price Bid shall not be considered for evaluation and the offer is liable for rejection.

20.6 The sealed envelopes with Part-A & Part-B of the offer should bear, in Block capital letters, superscription "Tender for supply and application of **Refractories for Steel Ladle for SMS-I** against Tender No. **Pur 5.67.0016/6719 dated: 18.06.2015**" and should also bear superscription:

Part-A: Techno-Commercial Bid, **or**

Part-B: Price Bid.

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

20.7 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3rd Floor, 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.5.67.0016/6719 dated: 18.06.2015 due on 22.07.2015**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

20.8 Copies of the offer should not be sent to any other officer of RINL.

20.9 Offers received by VSP through e-mail, cable, telex, fax or telegram, offers received late/ delayed and offers received in Single Bid will not be considered under any circumstances.

21.0 **Language of the Bid:**

21.1 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 RINL/VSP, 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.

22.0 **Evaluation and Rejection of Offers:**

22.1 RINL/ VSP evaluates technical and commercial acceptable offers on Landed net of Cenvat/VAT price (LNCP) basis per Set at VSP Stores. In case of imports, Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. 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.

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

- i) **Non-Submission of Annexure-II duly signed and stamped.**
- ii) **Variable price quoted (without any ceiling limit for such variation and PVC Clause) against requirement of firm price.**
- iii) **Submission of in-complete offers, non-appending signature on the offer and the prescribed formats.**
- iv) **Receipt of offers after the due date and time and or by Fax/E-mail (unless specified otherwise).**
- v) **Acceptance of Integrity pact.**

22.3 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.

22.4 The Price quotations should be given in only in the price format and not in any other accompanying documents or statement. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

22.5 Details of prices if mentioned in both techno-commercial as well as price bid, the price bid details shall be considered as final for evaluation.

23.0 Completeness of the Tender:

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

24.0 Ethics:

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

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

24.3 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 finalization of contract punitive action shall be taken as per prevailing guidelines.

25.0 TDS certificate:

25.1 The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.

- 25.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.
- 25.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.
- 25.4 However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.
- 25.5 The following certificates (as per prescribed formats) to be submitted by the supplier, in case of import source.
- a) Tax Registration Certificate b) Form-10F and 3) Undertaking for foreign payments

26.0 Payment of allowances to Contract labour:

- 26.1 The contractor shall have to pay ASMA @ Rs.42.30 ps. per day of actual attendance of each worker in the contract not exceeding Rs.1100/- per month in addition to the wages as indicated in the minimum wages clause of special conditions of contract. The contractor will submit his claim towards payment made on this account separately along with the RA bill.
- 26.2 The Contractor shall also have to pay SMA @ Rs.38.46 ps. per day of actual attendance of each worker deployed in the contract not exceeding Rs.1000/- per month to the contract labour who are already in receipt of SMA @1000/- per month in accordance with the prevailing practice in RINL. Further, the said SMA amount will be in addition to the wages as indicated under the minimum wages clause of special conditions of contract. The contractor will submit his claim with proof of such payment separately along with the RA bill and same will be reimbursed to him.
- 26.3 It may be noted that the payment of SMA is towards the expenditure incurred by the contract labour on washing allowance, food/milk/Tiffin allowance, coconut water allowance etc. Similarly, payment of ASMA is towards the expenditure incurred on fuel charge and food/milk/Tiffin allowance/coconut water allowance
- 26.4 The contractor is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by VSP on this account.

27.0 Amendment to the Tender Terms and Conditions :

- 27.1 At any time prior to the deadline for submission of the bids, the RINL/VSP may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's website at regular intervals. The Tenderer should refer to RINL's website regularly for any Corrigendum.
- 28.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com > Tenders > MM>Detailed terms and conditions of Invitation to Tender (ITT)) .

SCOPE OF WORK AND PERFORMANCE GUARANTEE OF STEEL LADLES OF SMS-1
UNDER TOTAL LADLE MANAGEMENT

Concept: The supplier will supply steel teeming ladle refractories which include ladle working lining refractories and carry out relining.

1.0 Life of Steel ladle:

1.0.1 Performance guarantee: 95 heats

1.0.2 Cut off life: 76 heats

2.0 Basis of payment:

2.0.1 Heat cost = [Set cost incl. application / performance guarantee i.e 95 heats]

2.0.2 Payment shall be made on the basis of following:

Sl. No.	Life achieved, Heats	Payment
1	≤ 76	0 x heat cost
2	77 to 79	0.85 x heat cost x actual no. of heats achieved.
3	80 to 84	0.90 x heat cost x actual no. of heats achieved.
4	85 to 89	0.95 x heat cost x actual no. of heats achieved.
5	90 to 100	1.0 x heat cost x actual no. of heats achieved. = A
6	101 to 108	'A' for 100 heats + 0.65 x heat cost x (actual no. of heats achieved - 100). = B
7	109 to 114	'B' for 108 heats + 0.5 x heat cost x (actual no. of heats achieved - 108). = C
8	> 114	'C' for 114 heats + 0.25 x heat cost x (actual no. of heats achieved - 114).

3.0 Eligibility:

Suppliers with following criteria are eligible to participate in the tender:-

3.0.1 Who are Visakhapatnam Steel Plant's existing proven supplier for steel ladle refractory set.

OR

3.0.2 Party must have credential of supplying at least 50 full set of steel ladle refractories of Mag-Carbon (MgO-C) quality or combination of MgO-C or alumina Mag-Carbon (AMC) quality within last 5 years from RFX date (i.e. Invitation to tender) for steel ladle of minimum 130 Ton capacity in any Steel Plant within India. The average life achieved against the order should be minimum 90heats. Relevant order copies are to be produced by supplier with the offer as supporting document for supply of set.

In case the supplier furnishes more than one order copy as credential, credential reference no. shall be mentioned (eg. Credential reference no.1, no.2 etc.) at the top right side corner of the 1st page of the relevant order copy. In addition, the tenderer shall indicate their credential in following format:

Sl. No.	Name of the plant for which Steel ladle refractory was ordered	Steel ladle capacity	No. of sets ordered	Avg. life achieved	Order reference no. and date	Whether order copy is submitted along with the offer against VSP tender document	Credential reference no.
						Yes / No	

3.0.1 Existing registered vendors of VSP for steel ladle refractories need not furnish any documentary evidence as sought in the above eligibility criteria.

4.0 In case ladles are subjected to operational problems as listed below and could not achieve the guaranteed life, payment for such ladle sets will be made based on average life of ladles put down prior to the ladle set in reference, against the same A/T for any specific supplier. While considering the lives of previously completed ladles, ladles put down due to operational reasons will not be taken into account. If the first set / consecutive sets from first set onwards of the A/T is/are put down due to operational reasons before guaranteed life, payment shall be made for the guaranteed life for that/those particular set/s. List of parameters to be considered as operational problems are as listed below:

4.0.1 Failure of any mechanical part like tilter hook, shell damage, trunion etc.,

4.0.2 Falling of ladle from crane.

4.0.3 Skulling.

4.0.4 Putting down due to free board through caused by over tapping.

4.0.5 Refractory failure due to operational parameter beyond normal range:

Normal range of liquid steel:

- i) Tapping temperature (max.) - 1750 °C
- ii) Temperature at ARS (max.) - 1700 °C

4.0.6 Mouth tapping from Converter.

4.0.7 Groove formation below slag zone due to under tapping.

4.0.8 Failure of bricks due to failure of brick retainer plates resulting in putting down of the ladle.

4.0.9 Collapsing of total lining while de-bricking of slag zone lining or jam removal.

4.0.10 Inadequate addition of deoxidizer in ladle during tapping / LF treatment resulting in failure of lining.

4.0.11 From start of preheating to putting down of the ladle if average no. of heats per day (24 hrs.) is less than 4 (which shall exclude the time period of putting down of the ladles for any repair beyond 8 hrs.).

4.0.12 Putting down due to dislodgement of free board lining which is beyond repairs.

4.0.13 Failure of operational refractories like well block, bottom purging refractories and slide gate.

4.0.14 If the set is used for experimental / alternative usage.

4.0.15 Any other unforeseen reason which is attributable to VSP.

4.1 In case the ladle is declared down at or beyond guaranteed life due to operational reasons as listed above, the payment will be made for successfully completed heats.

5.0 For any red spot observed in the ladle.

5.0.1 Further repair will not be allowed if intermediate repair is already over. Only successfully completed heats shall be considered for the life certification purpose.

5.0.2 Ladle can be repaired if one permissible intermediate repair is not done yet.

5.0.3 If development of red spot is of localized nature and if the ladle is having potential of achieving higher life as assessed by VSP {jointly by representative of RED and SMS-1 (O)}, then in such cases the supplier may be allowed to rectify the localized defect by carrying out necessary repair of lining in addition to the one permissible repair. In all such cases the decision of VSP will be final.

5.0.4 If development of red spot is due to VSP reason supplier may repair the ladle if interested, even if one permissible repair is already over.

6.0 For back filling in the gap between working lining and safety lining, resin bonded sintered dolomite/magnesia based basic mass of suitable quality shall necessarily be used. Through proper application of the working lining and back filling mass it is to be ensured that no penetration takes place and difficulty is not faced in debricking, dumping of ladle and delay and / or damage of backup castable does not occur. If the back-up castable is damaged due to penetration through working lining bricks and repair is to be carried out by VSP in back-up castable, then LC-70 castable procured by RED for use in IRUT snorkel shall be used for the repair. Records shall be maintained by RED for the quantity. LC Castable value (based on LNCP) + additional 10% of the castable value shall be recovered from the working lining supplier as a penalty. In case any minor patching at back-up is required, TLM supplier shall carry out the same. Supplier shall ensure that the bricks to be installed between working lining and backup castable are having good strength and the same do not vitrify / crumble / shrink during usage.

7.0 If any ladle is put down due to ladle through at or before guaranteed life for which reasons are attributable to the supplier:

7.0.1 No payment shall be made for such ladle set including application charges.

7.0.2 In addition, cost of castable (LC-70 castable for use in IRUT Snorkel) for repairing the damage in backup lining shall be recovered from the TLM supplier in line with the mode of recovery indicated in point no.5.0.

- 7.1 If any ladle is put down due to ladle through at or before guaranteed life as listed in point 3.0 mentioned above, payment for such ladle set (s) will be made in line with point 3.0.
- 7.2 If any ladle is put down due to through at higher than the guaranteed life, payment will be made in either of the following two ways:
- 7.2.1 If the through takes place due to any VSP problem as listed in point 3.0 which is not attributable to the supplier, payment for such ladles will be made for successfully completed heats.
- 7.2.2 If the through is not due to any VSP Operational reason, payment for such ladles will be made for successfully completed heats. However, a lump sum penalty of 10% of set cost (LNCP basis) will be levied on supplier for each occasion.
- 8.0 In case of a localized defect in the ladle at any life like dislodging of free board lining during mouth jam removal, damage to tilter bracket for engaging auxiliary hook etc., and if the ladle is having potential of achieving higher life as assessed by VSP (jointly by representative of RED and SMS-1 (O)), then in such cases the supplier may be allowed to rectify the localized defect by carrying out necessary repair of lining in addition to the one permissible intermediate repair. In all such cases the decision of VSP is final.

9.0 IMPORTANT ISSUES IN THIS CONNECTION:

- 9.0.1 Ladle will be treated at LF/IRUT as per requirement.
- 9.0.2 To meet the production requirement or other necessities ladle lining can be taken up by VSP. For such ladles supplier is required to ensure supervision and monitoring during relining and subsequently during circulation period, including activities such as transportation of materials for such ladles from allotted VSP storage godown to SMS-1 site and their loading / unloading at site, running maintenance through gunniting etc., as per relevant clauses under supplier's scope. Also, the performance clause indicated at clause no.1.0 to 7.0 of this scope of work shall be applicable for such ladles at par with the steel ladles relined by the supplier. For such ladles application charges will be payable as per terms of application P.O.

However, following lumpsum deduction shall be made from the bills of the TLM supplier in case:

- a) Full relining is done by VSP: Rs.72000/-
- b) Transportation of material during full relining is done by VSP: Rs.25000/-
- c) Intermediate repair is done by VSP: Rs.28800/-
- d) Transportation of material during intermediate repair is done by VSP: Rs.10000/-.

- 9.0.3 In case ladle is declared down before carrying out the permissible intermediate repair, Rs.28,800/- and Rs.10,000/- shall be recovered from the application cost of the supplier against the component of application charge for intermediate repair and transportation charge for materials of intermediate repair respectively.

- 9.0.4 In case due to any VSP reason (as listed in point no.3.0), a heat is to be re-ladled from one ladle to another ladle then that particular heat will be added to the lives of each of the ladle. In case it is required to re-ladle a heat due to the failure of working lining of the ladle which is attributed to the supplier, then the particular heat will be accounted only for the second ladle and this incomplete heat shall not be taken into consideration for life certification of the first ladle. In case of more than one re-ladling of any particular heat, the same logic shall be followed for accounting the life of that particular ladle.

10.0 Supplier's Scope:

- 10.0.1 Lining pattern will be as per the attached indicative drawing with respect to lining thickness. 50mm and 170mm backup castable lining in the side wall and bottom respectively shall be provided by VSP. In case LCC is not installed in any ladle, VSP shall provide suitable quality of bricks and ramming mass for installation of backup lining by the TLM supplier in place of castable back up.
- 10.0.2 During well block and housing block lining any gap should be filled by suitable quality of MgO based ramming mass or high alumina based castable of suitable quality for easy removal of well block and housing block during repair. Additionally, the gap between side wall and the floating bottom is also to be filled-up with suitable quality of basic ramming mass or high alumina based castable of suitable quality.
- 10.0.3 Slag zone quality bricks should be used in the working lining of the free board area of the ladle.
- 10.0.4 Castable is to be applied in between the working lining and top retainer plate of the ladle and for this purpose 90% alumina conventional castable is to be used.
- 10.0.5 Supplier is free to design their set quantity for carrying out relining as per lining drawing in order to achieve the performance guarantee. They will select suitable quality of material and suitable shape of refractory bricks as per their lining drawing. Along with the offer supplier shall submit their set quantity, both for initial lining and repair, along with their lining drawing in following format.

Sl. No.	Area	Size	Quality and brand	Unit wt. (kg.)	Qty. (Pcs)	Qty. (MT)	Total tonnage (MT)
---------	------	------	-------------------	----------------	------------	-----------	--------------------

Specification of all the items covered in the set quantity shall be furnished by the supplier along with the offer.

On placement of order, successful supplier is required to take approval for their set quantity and lining drawing from VSP-RED. In case of any deviation in their set quantity and / or lining drawing with respect to set quantity or lining drawing furnished along with the offer, they are required to furnish justification for the same. In course of execution of the order if supplier feels it necessary to modify

their lining design and / or set quantity in order to achieve continual improvement or due to some technical reasons, they will furnish their revised lining drawing and /

or set quantity for approval of VSP (RED) along with justification keeping the set price unaltered and depending on the case there may be upward or downward revision in quantities of different items or modification of quality or shape / size of brick or introduction / deletion of any item without any financial implication. Whenever supplier will furnish their set quantity for approval of VSP, the lining drawing shall necessarily be furnished along with it. The drawing furnished by the supplier and the set quantity should tally. The drawing should clearly specify drawing title, lining thickness / dimensions, drawing no. and revision no. etc., and the lining thickness should be in line with the lining thickness indicated in VSP drawing. Bottom thickness breakup shall be indicated by the supplier in the lining drawing. Lining should be carried out as per lining drawing duly approved by VSP (RED). While deciding the set quantity, supplier shall also consider the fact that depending on the lining life of backup castable there may be slight variation in backup lining thickness at different locations of the ladle and in such case combination of working lining bricks may slightly differ with the theoretical calculation. In case of any leftover quantity after completion of the order, the same shall be the property of VSP. In case of any shortfall, the same shall be supplied by the supplier free of cost.

- 10.0.6 The 30mm thick backup bricks, which are to be used as separating layer between the working lining and backup castable, should be of basic quality.
- 10.0.7 Supplier shall use suitable quality of bricks designed for withstanding impact of liquid steel at their 6'0 clock impact area of bottom and adjacent side wall. The exact location of impact area is indicated in Drg. No. PD-RED-51,Rev 1.
- 10.0.8 Unloading and storage of material at allotted VSP storage godown. Custody of materials shall be with the supplier. In case it necessitates for change of storage godown, shifting of materials shall be sole responsibility of that particular supplier.
- 10.0.9 Transportation of materials from allotted VSP storage godown to SMS site including loading and unloading as per VSP's shop floor's requirement. Truck / articulated trailer shall be used for transportation.
- 10.0.10 Relining/repair of ladles as per VSP's daily requirements. Round the clock supervision during relining / repair. Regular cleaning of relining platform and cleaning of work area after relining.
- 10.0.11 Monitoring of ladle round the clock while the ladle is in operation.
- 10.0.12 Intermediate repair shall be allowed once in a campaign for necessary replacement of slag zone and bottom lining. During the whole campaign period whenever it is required to install well-blocks and housing blocks / carry out replacement of well blocks and housing blocks the same shall be carried out by the supplier without any extra payment. Housing block and well block will be provided by VSP free of cost and all other necessary items required during this installation / replacement shall be provided by TLM supplier.

- 10.0.13 Supplier should have necessary arrangements for carrying out oxygen lancing or any other cutting arrangement for removal of penetrated/deposited metal jam (jam between working lining and backup lining including jam below retainer plate) while executing slag zone change/bottom repair/well block repairs/free board change. Required lancing pipes and oxygen shall be supplied free of cost by VSP for these purposes.
- 10.0.14 Gunniting in ladle shall be done as per requirement of VSP.
- 10.0.15 All the tools and tackles like pneumatic breaker, pneumatic rammer, sling, chisel and hammer, crowbars, brick cutting arrangement, relining table etc. should be arranged by the supplier during relining / repair. Necessary steel plate for fabrication of relining table shall be provided by VSP. The supplier / contractor shall ensure usage of ISI marked regulator, hoses, nozzles, cutting torch, welding holders and cables for the cutting and welding works and ISI marked brick cutting blades. This must be adhered strictly.
- 10.0.16 Submission of daily stock position of their materials to R.E.D and Purchase Dept.
- 10.0.17 a) Supplier will indicate clearly whether the application job is to be carried out by them directly or through the Sub-Agency by sub-letting the work. In case of sub-letting of work, the supplier will take due approval from DGM (RED)/I/c before commencement of job. Supplier shall be responsible for fulfillment the rules and regulations laid down by Contract Labour Cell and Safety Engg. Department of VSP. Supplier shall be responsible to pay the minimum wages as laid down by Contract Labour Cell which are subject to changes from time to time. The Penalties in case of Safety violation is given at Annexure-XII.
- b) In case the Supplier is required to sub-let the application work to a sub-agency, then in such cases responsibility of fulfillment of requirements of CLC and SED of VSP as mentioned above, fulfillment of performance guarantee, ensuring supervision during application work, relining and while in circulation, payment of wages to workers, in case of failure by sub-agency etc., shall be the responsibility of the Supplier.
- 10.0.18 The Supplier should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to Supplier's account. Supplier to submit their offer taking the above into consideration.
- 10.0.19 In case of sub-letting, it shall not relieve the Supplier of any responsibility, liability or obligations under the contract and the Supplier shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the supplier or his agents and workmen.
- 10.0.20 Supplier shall ensure the delivery of the ladle sets as per A/T delivery schedule which may be altered in course of the execution of the order depending on production requirement.
- 10.0.21 Materials should be protected from rain during transit from suppliers' premises to VSP and from VSP godown to site.

10.0.22 All the monolithic items are to be supplied in 25Kg. water proof paper/jute/HDPE bags with proper stamping regarding item description, Brand name, A/T No, manufacturer's name & manufacturing date. Supplier has to take back all the empty bags from VSP after usage of monolithics.

11.0 VSP'S SCOPE:

- 11.0.1 Debricking of ladles after being declared down shall be carried out by VSP.
- 11.0.2 Providing storage space in godowns and at SMS-1 site.
- 11.0.3 Providing services like water, electricity, compressed air, EOT crane free of cost as per existing facilities.
- 11.0.4 Pre-heating of relined ladles and intermediate heating while in circulation.
- 11.0.5 Joint Inspection of ladle at the end of each heat and decision regarding suitability for next heat.
- 11.0.6 Any mechanical repair, like fixing or welding of top retainer plate, shell repair etc.
- 11.0.7 To provide lance pipes and oxygen for removal of penetrated / deposited metal jam.
- 11.0.8 To provide well block and housing block.
- 11.0.9 To provide LCC backup in ladle or other wise to provide backup bricks and ramming mass for relining by TLM supplier.
- 11.0.10 To provide Steel plate as per requirement for fabrication of relining tables.
- 11.0.11 Lancing of metal jam above retainer plate.

12.0 Important information:

- 12.0.1 Engineer I/c: Sr.Mgr.(RED)
- 12.0.2 Certifying authority: DGM (RED) I/c

13.0 Note for Tenderers:

- 1) Supplier shall furnish along with the offer their set qty. both for initial lining and repair with indication about description of different items, area of usage, size (brick dimension in detail), quality, quantity etc.
- 2) Supplier shall furnish specification of all the items covered in their set qty.
- 3) Supplier shall furnish their lining drg mentioning drg title, lining thickness/dimensions, breakup of bottom thickness, drg no. The lining drg should tally with their set qty. Lining thickness in the drg should be in line with the lining thickness indicated in VSP drg. Along with the drg. separate drg of ladle bottom is to be furnished wherein positioning of impact pad, well block & purging block shall be correctly indicated. In the drg. slag zone height and bottom thickness should be shown correctly.
- 4) Supplier shall confirm that monolithic items will be supplied in 25 kg. bags.
- 5) Supplier shall indicate whether the application job would be carried out by them or they would sublet it.

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**AGREED TO**

D.C.M.  
R E D


**NOTES/TECHNICAL REQUIREMENTS.**

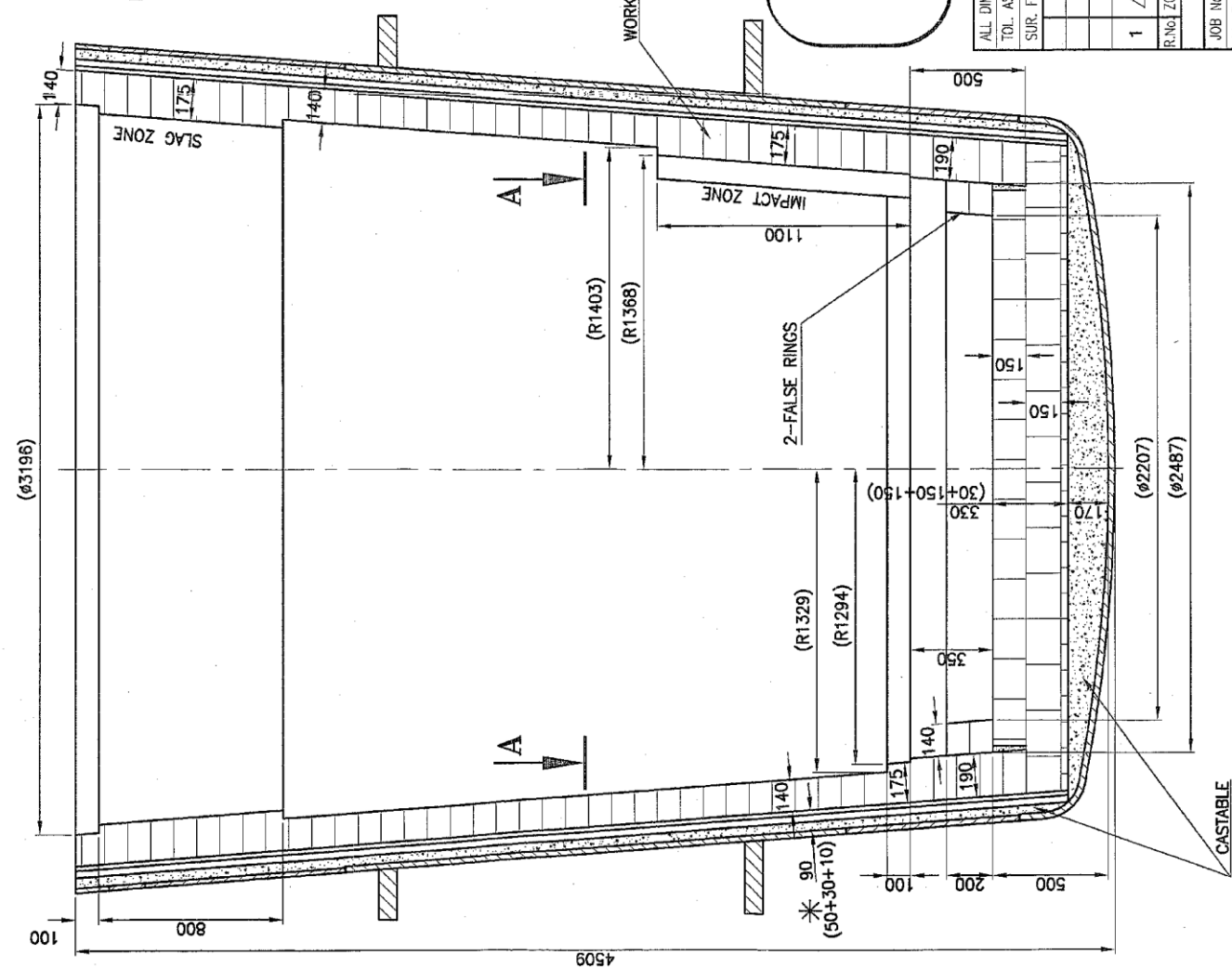
1. THIS DRAWING IS DEVELOPED BASED ON THE SKETCH GIVEN BY R.E.D.

2. \* INDICATES BACKUP LINING AS FOLLOWS:

**WISAKHAPATNAM STEEL PLANT  
PLANT DESIGN**

| ALL DIMENSIONS ARE IN mm.       |      |                                                      |  |        |          |                  |
|---------------------------------|------|------------------------------------------------------|--|--------|----------|------------------|
| TOL. AS PER- IS:919 AND IS:2102 |      |                                                      |  |        |          |                  |
| SUR. FINISH IN MICRONS IS:10719 |      |                                                      |  |        |          |                  |
|                                 |      |                                                      |  |        |          |                  |
|                                 |      |                                                      |  |        |          |                  |
| 1                               | A    | WELL BLOCK HOLES & PURGING BLOCK HOLES INCORPORATED. |  |        | REVISION | SHEET            |
| No.                             | Zone | Description                                          |  |        |          |                  |
| JOB No.                         | -    |                                                      |  | SCALE: | 1:20     | TOTAL WT. (Kg) - |

|                                                                                                                   |                                                                                     |                  |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------|
| UNIT/SECTION: —                                                                                                   | STEEL TEAMING LADLE — 150 T                                                         |                  |
| EQUIPMENT:                                                                                                        |                                                                                     |                  |
| <p align="center"><b>LINING ARRANGEMENT FOR<br/>STEEL TEAMING LADLE (OPTION-B)<br/>(WITH BACKUP CASTABLE)</b></p> |                                                                                     |                  |
| NAME                                                                                                              | SIGNATURE                                                                           | REF. ORG. No.    |
| SKD. FH/VS                                                                                                        |                                                                                     | —                |
| DRN. F. HASSAN                                                                                                    |  | DRAWING No.      |
| CHD. SUHAKAR                                                                                                      |                                                                                     |                  |
| APD. V. Sudhakar                                                                                                  |                                                                                     | <b>PD-RED-51</b> |
|                                                                                                                   |                                                                                     | REV.No. 1        |



**ANNEXURE III TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**

**LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL**

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

Dear Sir,

Sub: Your Tender Notice No Pur 5.67.0016/6719 dtd. 18.06.2015.  
-----

1. We ..... an established and reputed .....(material) producer of ..... (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.
2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific tender.
3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Order.
4. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully  
(NAME)

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

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

**ANNEXURE IV TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**  
**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 and application of .....

1. With reference to the subject tender, we wish hereby inform you that we have appointed M/s..... 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 Buying 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 acceptance of last consignment at VSP after effecting deductions, if any.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)



**ANNEXURE V TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**  
**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: Acceptance Of the Terms And Conditions  
Ref: 1) Your ITT No.Pur.5.67.0016/6719 dtd.18.06.2015  
2) Our Offer No.

1. With reference to your Tender Notice No. Pur.5.67.0016/6719 dtd.18.06.2015 for supply and application of Refractories for Steel Ladle for SMS-I, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

\*\* There are no 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 VI TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**

**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID – PART-A OF YOUR OFFER**

| SL.<br>NO. | TENDER TERMS                           | AS REQUIRED BY VSP                                                                           | TO BE<br>CONFIRMED<br>BY PARTY    | DEVIATION,<br>IF ANY |
|------------|----------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------|----------------------|
|            |                                        |                                                                                              | ACCEPTED<br><br>/ NOT<br>ACCEPTED |                      |
| 1          | Name & address of the Tenderer         |                                                                                              |                                   |                      |
| 2          | Quantity offered                       | To confirm as per Cl. 4.0 of Annex-I of ITT                                                  |                                   |                      |
| 3          | Scope of work, Technical specification | To confirm as per Annexure II of ITT                                                         |                                   |                      |
| 4          | Delivery schedule                      | To confirm as per Cl.7.0 of Annex-I of ITT                                                   |                                   |                      |
| 5          | Documents for Eligibility              | To confirm as per Cl.1.4 of Annex-I of ITT                                                   |                                   |                      |
| 6          | Payment terms                          | To confirm as per Cl.8.0 of Annex-I of ITT                                                   |                                   |                      |
| 7          | Earnest Money Deposit                  | To confirm as per Cl.15 of Annex-I of ITT                                                    |                                   |                      |
| 8          | Price Basis                            | To confirm as per Cl.6.0 of Annex-I of ITT                                                   |                                   |                      |
| 9          | Price firmness                         | To confirm as per Cl.6.0 of Annex-I of ITT                                                   |                                   |                      |
| 10         | Insurance                              | To party's a/c (for indigenous supply)                                                       |                                   |                      |
| 11         | Packing and Marking                    | To confirmed as per Cl.9.0 of Annex- VIII of ITT                                             |                                   |                      |
| 12         | Validity of offer                      | To confirm as per Cl.14 of Annex-I of ITT                                                    |                                   |                      |
| 13         | Test cum Guarantee Certificate         | To confirm as per Cl.11.0 of Annex-VIII of ITT                                               |                                   |                      |
| 14         | Liquidated damages                     | To confirm as per Cl.16.0 of Annex-VIII of ITT                                               |                                   |                      |
| 15         | Default                                | To confirm as per Cl.17.0 of Annex-VIII of ITT                                               |                                   |                      |
| 16         | Risk Purchase                          | To confirm as per Cl.18.0 of Annex-VIII of ITT                                               |                                   |                      |
| 17         | Arbitration                            | To confirm as per Cl.28.0 of Annex-VIII of ITT                                               |                                   |                      |
| 18         | Force Majeure                          | To confirm as per Cl.27.0 of Annex-VIII of ITT                                               |                                   |                      |
| 19         | Performance Guarantee Bond             | To confirm as per Cl.12.0 of Annex-VIII of ITT                                               |                                   |                      |
| 20         | Indian Agent details                   | To confirm as per Cl.11.0 of Annex-I of ITT and Annexure IV of ITT (in case of imports only) |                                   |                      |
| 21         | Submission of Cenvat documents         | To confirm as per Cl.17.0 of Annex-I of ITT                                                  |                                   |                      |
| 22         | Submission of Integrity pact           | To confirm as per Annex-X of ITT                                                             |                                   |                      |
| 23         | Other terms and conditions of ITT      | To confirm acceptance.Cl.28.0 of Annex -I of ITT                                             |                                   |                      |

.....  
Signature and Seal of the Tenderer

**ANNEXURE VII TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**

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

|    |                                                                                           |  |
|----|-------------------------------------------------------------------------------------------|--|
| 1  | a) Name and addresses (Registered and Correspondence) of the Tenderer:                    |  |
|    | b) Name of Contact Person:                                                                |  |
|    | c) Phone Nos, Fax Nos, Mobile:                                                            |  |
|    | d) E-mail ids and Web addresses.                                                          |  |
| 2  | Quantity offered in Sets                                                                  |  |
| 3  | Name and addresses (Registered and Correspondence) of the Indian Agent, if any            |  |
| 4  | Extent of authorization (extent of service rendered by agent)                             |  |
| 5  | For imports only                                                                          |  |
|    | a) Number of Pallets required per Set/ Qty in each pallet                                 |  |
|    | b) Dimensions, Gross and Net weight of each Pallet.                                       |  |
|    | c) Number of Pallets required for total quantity offered                                  |  |
|    | d) Type and Number of Containers required for total quantity offered                      |  |
| 6  | Minimum lead time required for delivery of first lot                                      |  |
| 7  | Statutory Registrations:                                                                  |  |
|    | a) CST/VAT No and Date                                                                    |  |
|    | b) Central Excise No.                                                                     |  |
|    | c) IT/PAN No.                                                                             |  |
|    | d) Industrial/Trade License                                                               |  |
| 8  | Country of Origin (In case of imports only)                                               |  |
| 9  | Customs Tariff Number (In case of import only)                                            |  |
| 10 | Load port details (In case of import only)                                                |  |
| 11 | Place of Despatch (For Indigenous offers only)                                            |  |
| 12 | User ID for participation in e-reverse auction (cl.8.0 of Invitation to Tender)           |  |
| 13 | Tenderer's Bank account details                                                           |  |
| 14 | Currency quoted<br>a) For Supply<br>b) For Application part <b>(in Rs.)</b>               |  |
| 15 | Details of the Party on whom Application order is to be placed (In case of import offers) |  |

**(Signature and Seal of the Tenderer)**

**DRAFT TERMS AND CONDITIONS OF ORDER FOR SUPPLY AND APPLICATION OF  
REFRACTORIES FOR STEEL LADLE FOR SMS-I**

**1.0 Definitions:**

- 1.1 The Purchaser shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The Supplier shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.
- 1.3 The Order shall mean and include Invitation to Tender (ITT), Acceptance of Tender (A/T) and amendments to A/T thereof issued by the Purchaser in writing.
- 1.4 The Material shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender. In case a tenderer quotes part qty of set on FOB/CFR basis and a part qty of set on FOR VSP Stores basis, the date indicated in the A/T will be the date by which supplier is required to dispatch total qty required for set i.e., both import and indigenous parts of set.
- 1.6 The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender.
- 1.7 In case of indigenous supplies, Load port shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

**2.0 Quantity:**

- 2.1 The SUPPLIER shall sell and the PURCHASER shall buy the quantity of Refractories for Steel Ladle as mentioned in the Acceptance of Tender in conformity with the Technical Specifications mentioned in the Acceptance of Tender for use in its integrated Iron and Steel works. The quality of the material to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications as contained in the Acceptance of Tender.

**3.0 Prices:**

- 3.1 For Imported suppliers, the prices FOB Named Port of Loading (material in bags and stuffed into containers) and CFR Visakhapatnam Port, India per Set basis shall be as indicated in the Acceptance of Tender. The shipments shall normally be arranged on FOB basis. In the event of dispensation from the Transchart, Ministry of Surface Transport, Govt. of India, the shipments will be taken on CFR basis. RINL/VSP reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment and no change in freight quoted, whatsoever, shall be allowed. In case of order on Import source, the payment shall not exceed the LNCP so arrived in INR
- 3.2 For Indigenous supplier's, the prices per Set FOR VSP Stores, shall be as indicated in the Acceptance of Tender. The payment shall not exceed the LNCP so arrived in INR.
- 3.3 Prices shall be firm for the entire period of the Supplier's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account. In case of order, the payment shall not exceed LNCP so arrived in INR.

#### 4.0 **Indian Agent's Commission:**

- 4.1 In case of Imported Supplies, the above price shall be inclusive of any commission as indicated in the Acceptance of Tender payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at the Closing Bid Rate as per TT Buying rate of State Bank of India of BL Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after effecting statutory deductions, if any. In case of such deductions, necessary certificate shall be issued as per Government Notification / Law of the Land.

#### 5.0 **Delivery:**

- 5.1 The material shall be delivered as per the schedule mentioned in the A/T. The Purchaser reserves the right to alter the delivery requirement according to stock position.
- 5.2 The period of delivery is the essence of the A/T. The date of Bill of Lading shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material at VSP's stores shall be the date of delivery in respect of each consignment.
- 5.3 For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Lorry Receipt, in case of indigenous supplies) in time and /or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port /siding /store rent etc, which the PURCHASER may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Transporter, in case of indigenous supplies).

#### 6.0 **Shipping Procedure:**

- 6.1 In case shipment on FOB terms is decided the shipping arrangements will be made by the Shipping Co-ordination and Chartering Division, Ministry of Shipping and Transport, New Delhi (Cable: TRANSCART, NEW DELHI, TELEX: VAHAN ND.6712, 2448 AND 3104, Fax No.011-23718614, 23352726) through their respective forwarding agents / nominees to whom adequate notice of not less than six weeks about the readiness of cargo for shipment should be given by the supplier from time to time for finalizing the shipping arrangements. The details of forwarding agents / nominees will be informed after deciding the shipment terms.
- 6.2 The Bills of Lading shall be drawn so as to show:

|                    |   |                                                                                                                                   |
|--------------------|---|-----------------------------------------------------------------------------------------------------------------------------------|
| Shippers           | : | (Name of the supplier)                                                                                                            |
| Port Consignee     | : | Govt. of India<br>A/c Rashtriya Ispat Nigam Limited,<br>Visakhapatnam Steel Plant,<br>Visakhapatnam- 530031<br>(Ph:0891-2566907). |
| Ultimate Consignee | : | Executive Director (MM)<br>Rashtriya Ispat Nigam Ltd.,<br>Visakhapatnam Steel Plant,<br>Visakhapatnam 530 031                     |

#### 7.0 **Conditions for Shipment:**

- 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 shipment on FOB terms is decided 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:** (for imports only)

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

| Advance set of documents to be airmailed by the seller to the <b>Purchaser within five days</b> from the date of shipment. |                                                                                                                                                                                                     | Original set of documents to be presented by the Seller to the <b>F&amp;A dept., VSP</b> for drawl of payment / negotiation |                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sl. No                                                                                                                     | Description of the document                                                                                                                                                                         | Sl. No                                                                                                                      | Description of the document                                                                                                                                                                                                  |
| 1                                                                                                                          | First Original (1/3) negotiable clean on board/shipped on board ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd. | 1                                                                                                                           | Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board/shipped on board Ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd. |
| 2.                                                                                                                         | Non-negotiable Bill of Lading                                                                                                                                                                       | 2.                                                                                                                          | Non-negotiable Bill of Lading                                                                                                                                                                                                |
| 3.                                                                                                                         | Seller's commercial Invoice                                                                                                                                                                         | 3.                                                                                                                          | Seller's commercial Invoice                                                                                                                                                                                                  |
| 4.                                                                                                                         | Manufacturer's Test cum Guarantee Certificate                                                                                                                                                       | 4.                                                                                                                          | Manufacturer's Test cum Guarantee Certificate                                                                                                                                                                                |
| 5.                                                                                                                         | Packing list                                                                                                                                                                                        | 5.                                                                                                                          | Packing list                                                                                                                                                                                                                 |
| 6.                                                                                                                         | Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country                                                                                             | 6.                                                                                                                          | Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country                                                                                                                      |
| 7.                                                                                                                         | Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1                                                                 | 7.                                                                                                                          | Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1                                                                                          |
|                                                                                                                            |                                                                                                                                                                                                     | 8                                                                                                                           | Fax intimation copy issued by the seller to Insurance company (details mentioned at Cl.No.13.0 below) giving necessary details of shipment within 3 working days of dispatch of material for arranging insurance.            |
|                                                                                                                            |                                                                                                                                                                                                     | 9                                                                                                                           | Seller's certificate confirming despatch of advance set of documents within 5 days from the date of shipment                                                                                                                 |

9.0 **Packing & Marking:**

9.1 **Packing:** 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.

9.2 **Marking:** All packages shall be clearly and properly marked in English language with indelible paint stenciling. All previous irrelevant markings shall be carefully obliterated. The Supplier shall ensure that the following are clearly and legibly stenciled with good quality non-fading paint on the packages.

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

#### 10.0 **Packing Lists:**

- 10.1 Each package shall have a detailed packing list quoting specifically the name of the Supplier, 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.
- 10.2 Notwithstanding anything stated in this Article, the Supplier 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.

#### 11.0 **Test cum Guarantee Certificate:**

- 11.1 The Supplier shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.
- 11.2 Replacement of defective materials shall be made free of cost (including duties in India to Supplier'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.

#### 12.0 **Performance Guarantee Bond:**

- 12.1 The successful tenderer should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly 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 Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **Annexure - IX** of the tender document, for an amount covering 5% (Five percent) of Landed cost of the order (for Indigenous) Or CFR Cost (for Imported) of the order covered by the LOI / Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BG along with the BG. The check list format is given at Cl.No.12.6 below.
- 12.2 The Performance Guarantee Bond should 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 their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 12.3 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 12.4 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.

- 12.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 120 days from the date of receipt of the last consignment of the material.
- 12.6 The following checklist shall also be submitted, while submitting PG Bond:

**CHECK LIST FOR BANK GUARANTEES**

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

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

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

Signature and Seal of the Supplier

Date: .....

- 12.7 Performance Guarantee 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.
- 13.0 **Insurance:**
- 13.1 In case of imports, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER. In case of indigenous supplies, Insurance is the responsibility of the SUPPLIER.
- 13.2 For the purpose of insurance, the SUPPLIER shall within two working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax: 0891- 2518753 / 2518 756) and M/s. The New India Assurance Co Ltd., Divisional Office III, Door No.30-15-35A, II



Floor, Dabagardens, Visakhapatnam – 530 020. Telephone No.0891-2517737, 2591977, Fax No. 0891-2517781, E-Mail: divisionalmanager@yahoo.com, Dealing Officer: Dr. P Manmadha Rao, Divisional manager (Insurance Company).

- i) Acceptance of Tender Number
- ii) Name of Loading Port
- iii) Name of the vessel
- iv) Quantity shipped including gross and net weight
- v) Value of the material loaded.
- vi) Bill of Lading Number and Date
- vii) Number of packages / bundles / containers,
- viii) Date of sailing of the vessel
- ix) Name of the Destination Port
- x) Expected date of arrival of the vessel at the Destination Port.

13.3 The SUPPLIER shall fax the message twice to ensure clear receipt of the message by the PURCHASER and the Insurance Company.

13.4 In case of C&F shipments, RINL will bear the marine insurance premium for the ships not older than 15 years. If the age of the ship is more than 15 years the additional insurance premium payable on this account (overage premium) shall be to the SUPPLIER's account.

**14.0 Bailment Agreement:**

14.1 Supplier shall execute Bailment Agreement with VSP as per VSP's format on non-judicial stamp paper of value not less than Rs.100/- for handling and keeping VSP's material under safe custody and take all necessary steps to protect VSP's interest in all respects at their risk and cost valid till laying of the material and putting down the ladle. The Bailment Agreement must be submitted within 15 days of receipt order to AGM (Stores-Refractory).

14.2 Supplier must make good the shortages, if any, due to breakage/damage during transit, storage due to cyclone or storm or violence or theft or any other reasons which has not been mentioned herein for making complete set of ordered quantity.

15.0 **Payment Terms:** As per Cl.No.8.0 of Annexure-I of ITT.

**16.0 Liquidated Damages:**

16.1 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 stores may be in arrears subject to a maximum of 10% of the value of such stores /item(s).

**17.0 DEFAULT:**

17.1 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 27.0 herein below.

**18.0 RISK PURCHASE:**

18.1 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 para 17.0 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.

**19.0 Recovery of Sums Due:**

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

**20.0 Responsibility:**

20.1 The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

**21.0 Transfer and Sub-Letting:**

21.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of Supplier contravening this condition, the Purchaser shall be entitled to cancel the Order and to purchase the same or similar material elsewhere on the Supplier's account and at his risk and cost.

21.2 In case of sub-letting, it shall not relieve the Supplier of any responsibility, liability or obligations under the contract and the Supplier shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the supplier or his agents and workmen.

21.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.

21.4 Supplier has to fulfill the conditions laid down by Safety Engineering Department (SED) of VSP for carrying out application job. For non-compliance of Safety Appliances penalty shall be levied as per the norms fixed by SED of VSP and which is subject to change from time to time.

21.5 The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Engg. Dept of VSP which are subject to changes from time to time.

21.6 In case the supplier is required to sublet the application work to a sub-agency, then in such cases the responsibility of fulfillment of statutory requirements of CLC & SED of VSP as mentioned above, fulfillment of performance guarantee, ensuring supervision during relining and while in circulation, payment of wages to workers incase of failure to do so by the sub-agency etc. shall be with the supplier.

**22.0 Clearances:**

22.1 It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export /sale of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The Supplier should be a legal owner of the offered cargo for the purpose of sale to RINL/VSP.

**23.0 Taxes and Duties:**

- 23.1 In case of Imported Supplies, the SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.
- 23.2 In case of indigenous supplies, the applicable taxes, duties and levies shall be indicated in the order. For supplies on CST basis, C-Form shall be issued by RINL / VSP. The prices shall remain firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the SUPPLIER. In case of supplies from Andhra Pradesh State, the SUPPLIER should be registered under VAT and shall submit VAT Invoice to enable RINL/VSP to avail the Input Credit.

**24.0 Import License:**

- 24.1 Import of the MATERIAL is presently under Open General License.

**25.0 Completeness of the Agreement and Modification:**

- 25.1 This Order supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing 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 Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

**26.0 Waiver:**

- 26.1 Failure of the Purchaser to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Purchaser may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Purchaser will be exclusive of any other right or remedy and the Purchaser will have all rights and remedies given under the Contract and now or hereafter existing in law or by statute. The despatch or delivery by the Supplier or receiving of or payment by the Purchaser for the material under this Contract, will not be deemed a waiver of any rights for any prior failure by the Supplier to comply with any of the provisions of the Contract.

**27.0 Force Majeure:**

- 27.1 If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party /Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.
- 27.2 Should there be any interruption in the delivery of the MATERIAL due to force majeure circumstances detailed above, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of off take of the MATERIAL by the PURCHASER /period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off take

by the PURCHASER and / or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

**28.0 Arbitration:**

28.1 All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules 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.

**29.0 Legal Interpretations:**

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

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

**30.0 Liability of Government of India:**

30.1 It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order 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 Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order and covenants not to sue the Govt. of India in any manner, claim, cause of action or thing whatsoever arising out of or under this Order.

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**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 Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

**TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATION) 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 and application of\_\_\_\_\_(\_\_\_\_\_) Sets of Refractories for Steel Ladle for SMS-I (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, ..... (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, ..... (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) 120 days after the date of L/R 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, .....(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, ..... (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, ..... (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, ..... (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, ..... (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, ..... (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.

8. We, ..... (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 ..... (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)

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

(NAME AND ADDRESS TO BE SPECIFIED)

**INTEGRITY PACT**

- 1.0 To download Integrity pact and to know the details of Nodal officer for Integrity pact in RINL, Independent External Monitors (IEMs), Please go to [www.vizagsteel.com](http://www.vizagsteel.com) > Tenders > MM > Click here to Read Integrity Pact > Integrity Pact . The details of Nodal Officer and Independent External Monitors (IEMs) for Integrity pact for RINL are available at our website.
- 2.0 The Tenderer is required to unconditionally accept the “Integrity Pact” and shall submit the same duly signed & stamped on each page in his Techno-commercial bid.

\*\*\*\*\*

**A) PROFORMA OF BANK GUARANTEE FOR BID BOND**

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALIZED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSTATION) 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 be submitted on Non-judicial Stamp paper of the value of Indian Rupees of One Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

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

Bank Guarantee No Dt

**LETTER OF GUARANTEE**

WHEREAS Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No PUR.5.67.0016/6719 dtd.18.06.2015 (hereinafter referred to as the said invitation to Tender) for purchase of 220 sets of Refractories for Steel Ladle for SMS-I.

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for an amount of [\*\*] US \$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) / INR. \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) valid upto 120 (One hundred and Twenty) days as guarantee that the Tenderer:

- a) 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.
- b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5 % (five per cent) of the Landed cost of the order Or CFR Cost (as the case may be) at the price and on the terms accepted by RINL, before date of commencement of supplies or within 30 (Thirty) days from the date of LOI/Acceptance to Tender, whichever is earlier.

AND WHEREAS M/s..... (hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply & application of 220 sets of Refractories for Steel Ladle for SMS-I on the basis of [\*\*] FOR VSP Stores/ FOB named port of loading/ C&F Visakhapatnam.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur [\*\*] US \$ / INR ..... (US Dollars /Indian rupees).

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.



This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at .....(Address of local branch at Visakhapatnam).

This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force upto 120 days from the date of opening the tenders.

FOR AND ON BEHALF OF

(Name of bank & branch)

Signature:

Name:

DULY CONSTITUTED ATTORNEY & AUTHORISED SIGNATORY

Designation

(name of bank & branch)

\*\* - As applicable.

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

(NAME AND ADDRESS TO BE SPECIFIED)

\*\*\*\*\*

The following checklist shall also be submitted, while submitting Bid Bond:

**CHECK LIST FOR BANK GUARANTEES**

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

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

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

Signature and Seal of the Supplier

Date: .....

**List of Safety violations category wise:**

| <b>Category</b> | <b>Safety Violations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fine</b>                                                                                                                             |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| I               | <p>1.Occasional violation of not wearing crash helmet.</p> <p>2.Driver of two wheeler carrying more than one pinion rider</p> <p>3.Wrong Parking of vehicle.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>First offence:<br/>Rs. 100.00</p> <p>Second or subsequent offences:<br/>Rs.300.00</p> <p>--do--</p> <p>--do--</p>                    |
| II              | <p><b><u>MINOR VIOLATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. Working at height with out height pass.</li> <li>2. Unauthorized entry at hazardous location.</li> <li>3. Engaging workers with out safety training.</li> <li>4. Proper ladder/steps not provided for working.</li> <li>5. Faillure to provide proper Shuttering at excavation works.</li> <li>6. Power connection taken from board without proper board plug.</li> <li>7. Fitness certificated of cranes/hydra/heavy vehicles not available.</li> <li>8. Crane rope conditions not ok.</li> <li>9. Not wearing safety helmet /safety shoe at site.</li> <li>10. Safety goggles/Hand gloves not used.</li> <li>11. Gas cutting without goggle.</li> <li>12. Rolling/lifting of cylinder/dragging on the ground (without cage).</li> <li>13. Welding with non standard holder.</li> <li>14. Welding machine earthing not done (double body earthing).</li> <li>15. Gas Hose pipe clamping done by wires.</li> <li>16. LPG. Cylinder date expiry/over.</li> <li>17. Loading/unloading of cylinder –cushion not given.</li> <li>18. Condition of hose pipe not good.</li> <li>19. Working with leaking cylinder.</li> <li>20. Using non power cable instead of welding cable.</li> <li>21. Working without work permit/shut down.</li> <li>22. Not putting red flags / stoppers.</li> <li>23. Dismantling of structure without authorized plan.</li> <li>24. Unauthorized Oxygen /nitrogen tapping.</li> <li>25. Not having proper gate passes/other area passes.</li> <li>26. Use of damaged slings/tools/ropes.</li> <li>27. Use of Hand grinders/mixer machines without guard.</li> </ol> | <p>First Violation:<br/>Rs.2,500/-</p> <p>Second violations :<br/>Rs.10,000/-</p> <p>Third time repeated violation:<br/>Rs 20,000/-</p> |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
|     | 28. Not reporting of accident.<br>29. Taking shelter behind electrical panel.<br>30. Driving of heavy vehicles on the main road during restricted hour.<br>31. Truck side panel/broken not ok.<br>32. Dropping / Spillage of material on the road.<br>33. No number plate on vehicle.<br>34. No indicator light / brake light on vehicles.<br>35. Driving Dangerously<br>36. Overloading of the vehicles beyond CC weight.<br>37. Racing and trials of speed, Overtaking heavy vehicles<br>38. Moving vehicles in unauthorized restricted routes<br>39. Talking with cell phone while driving<br>40. Truck carrying Powdery material with out tarpaulin<br>41. Vehicles without Red flags/Red lights ,Side guards & Donnage.<br>42. Stock protruding out of the truck body.                                             |                                                                                                                |
| III | <b><u>MAJOR VIOLATIONS</u></b> <ol style="list-style-type: none"> <li>Using bamboo or other non standard material for scaffolding.</li> <li>Railing not given at platforms or opening of floor.</li> <li>Scaffolding planks not tied properly.</li> <li>Throwing / dropping of material from height.</li> <li>Proper ladder/approach not given for working at height.</li> <li>Walkway / cross over path not provided.</li> <li>No barricading of excavated pits.</li> <li>No top cover on power distribution board</li> <li>Sleeping under truck.</li> <li>Absence of Supervisor at height works, confined space jobs and other hazardous jobs.</li> <li>Welding screen /Face shield ,welder gloves not used</li> <li>Driving vehicles without Valid driving license.</li> <li>Driving by an Drunken person</li> </ol> | Rs. 7,500/- for<br>1 <sup>st</sup> violation,<br>2 <sup>nd</sup> and<br>subsequent<br>violations<br>Rs.15000/- |
| IV  | <b><u>HIGH RISK VIOLATIONS</u></b> <ol style="list-style-type: none"> <li>Failure to use Full body harness with double lanyard.</li> <li>Life line of Full body harness not anchored.</li> <li>Floor opening left unguarded in the area of work.</li> <li>Working at roof without daily permit.</li> <li>Working in confined space with out confined space work permit.</li> <li>Violation of electrical shut down/PTW</li> <li>Violation of HOT work permit system</li> </ol>                                                                                                                                                                                                                                                                                                                                          | Rs.15,000/-                                                                                                    |
| V   | <ol style="list-style-type: none"> <li>Serious injuries and permanent disabilities</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Rs.1,00,000/- or<br>2.5% of contract<br>value Whichever<br>is less.                                            |

|  |                         |                                                                    |
|--|-------------------------|--------------------------------------------------------------------|
|  | 2. Fatal Accident Cases | Rs.2,00,000/-Or<br>10% of contract<br>value whichever<br>is lower. |
|--|-------------------------|--------------------------------------------------------------------|

1)The above penalties related to the accidents mentioned at Cat-5 will be imposed on agency incase the reasons to the accidents are attributable to the agency.

2)Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3<sup>rd</sup> incident for the reasons attributable to contractor.

(Note: The penalties mentioned above are in addition to those which are applicable as per the statutory acts & rules . In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses.)

3)The safety violations have been classified into five Categories(I to V) . With out prejudice to the right conferred by the clause No.16(g) of Special conditions of Contract for stoppage of work for violation of safety rules ,the contractor shall be liable for penalty at the rates indicated in Annexure depending upon the category of violation.

4)Operating authority will assess the penalty amount having regard to all the circumstances in particular the nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show-cause notice specifying there in the proposed penalty. Considering the cause shown by the contractor , if any , the operating authority shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / SD of the contractor without any further reference to him.

\*\*\*\*\*

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

**VOLOUME II TO ITT NO.PUR 5.67.0016/6719 dated: 18.06.2015**

**(to be submitted in a separate sealed cover as per the Instructions to Tenderers)**

Messers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Price Schedule for Refractories for Steel Ladle for SMS-I**  
**(In case of Imported Supplies)**

Material No. 3800279: Set of Refractories for Steel Ladle for SMS-I on Supply and application basis

|   | <b><u>Price</u></b>                                       |                                                                                                                             | <b><u>(US\$ or foreign currency in figures as well as in words)</u></b> |
|---|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1 | 1.1                                                       | Price per Set FOB Port of loading named at (10) of Annexure-VII of ITT (material in pallets & bags stuffed into containers) |                                                                         |
|   | 1.2                                                       | Freight per Set                                                                                                             |                                                                         |
|   | 1.3                                                       | CFR per Set (1.1 + 1.2)                                                                                                     |                                                                         |
| 2 | Agent's Commission (if any) per Set included in 1.1 above |                                                                                                                             |                                                                         |
| 3 | 3.1                                                       | Application charges per Set<br>(In <b>Indian Rupees</b> )                                                                   |                                                                         |
|   | 3.2                                                       | Service tax on Application charges @ ____%                                                                                  |                                                                         |

.....  
Signature and Seal of the Tenderer

**P.S.** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of tax. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

**Price Schedule for Refractories for Steel Ladle for SMS-I**  
**(In case of Indigenous Supplies)**

Material No. 3800279: Set of Refractories for Steel Ladle for SMS-I on Supply and application basis

In figures as well as words (In Rupees)

|   |                                              |  |
|---|----------------------------------------------|--|
| 1 | Basic price per Set                          |  |
| 2 | Packing & Forwarding Charges per Set, if any |  |
| 3 | Ed & Cess @ _____%                           |  |
| 4 | Sales tax (CST/VAT) @ _____%                 |  |
| 5 | Freight per Set, if any                      |  |
| 6 | Landed per Set (Supply)                      |  |
| 7 | Application Charges per Set                  |  |
| 8 | Service tax on Application charges @ _____%  |  |
| 9 | Landed per Set (Supply & Application)        |  |

|    |                                                                                         |  |
|----|-----------------------------------------------------------------------------------------|--|
| 10 | Excise assesable value per Set<br>(if it is different from Basic value indicated above) |  |
|----|-----------------------------------------------------------------------------------------|--|

.....  
**Signature and Seal of the Tenderer**

**P.S.** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of taxes and duties levied. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.