

OPEN 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 2518683

FAX NO.: +91 891 2518756 /
+91 891 2518753

CORRIGENDUM NUMBER 001 DTD 26.09.2016 TO

**OPEN TENDER NOTIFICATION
(Indigenous Sources)**

ITT No.6.67.0202/0595 dtd.18.08.2016

Sealed tenders are invited for full castable trough system for BF#2 (Supply, application & maintenance) for achieving guaranteed hot metal throughput 5 million Ton from four runners.

Last date & time for receipt of Tenders is extended upto 07.10.2016 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. **The tenderers should refer to RINL's website regularly for any corrigendum/Addendum.**

EXECUTIVE DIRECTOR (MM)

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME I TO ITT NO.PUR 6.67.0202/0595 dtd.18.08.2016

Tender document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and seal of the tenderer)

The Bid Money/Bid Bond is remitted with the tender by

BG/DD/Banker's Cheque No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and seal of the tenderer)

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

Tender for full castable trough system for BF#2 (Supply, application & maintenance) for achieving guaranteed hot metal throughput 5 million Ton from four runners.

ITT No PUR. 6.67.0202/0595 dtd.18.08.2016

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Materials Management Department (Purchase Wing)
Block-A, 3rd Floor
Main Administrative Building
Visakhapatnam Steel Plant
Visakhapatnam-530 031
Andhra Pradesh, India
Phone: +91 891 2519508
Fax: +91 891 2518753 / 2519756
E.Mail: orkey@vizagsteel.com /vinodh_mm@vizagsteel.com

OPEN TENDER

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

MATERIALS MANAGEMENT DEPARTMENT
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**OPEN TENDER NOTIFICATION
(Indigenous Sources)**

ITT No.6.67.0202/0595 dtd.18.08.2016

Sealed tenders are invited for full castable trough system for BF#2 (Supply, application & maintenance) for achieving guaranteed hot metal throughput 5 million Ton from four runners.

Last date & time for receipt of Tenders : **26.09.2016 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. **The tenderers should refer to RINL's website regularly for any corrigendum/Addendum.**

EXECUTIVE DIRECTOR (MM)

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.6.67.0202/0595 dtd.18.08.2016

for full castable trough system for BF#2 (Supply, application & maintenance)for achieving guaranteed hot metal throughput 5 million Tons from four runners

(OPEN TENDER FOR PARTICIPATION OF DOMESTIC ELIGIBLE SUPPLIERS)

- 1.0 RINL (Rashtriya Ispat Nigam Limited) / VSP (Visakhapatnam Steel Plant) herein after referred to as purchaser invites tenders from Domestic suppliers for full castable trough system for BF#2 (Supply, application & maintenance)for achieving guaranteed hot metal throughput 5 million Tons from four runners (set quantity :3000 Tons (Approx.)) confirming technical specification and terms & conditions (scope of work) at Annexure-II of the tender.
- 2.0 Delivery Schedule:
 - 200 MTs by 30.11.2016
 - Thereafter the delivery should be as per the site requirement.
- 2.1 The above mentioned delivery schedule is tentative only. The delivery of material shall be as per BF site requirement.
- 3.0Tenderer should submit their offer in two bids. Bids in a sealed envelope shall be received up to **10:30 Hours (IST) on .././2016.** 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 authorized representatives who may choose to be present.
- 4.0 RINL/VSP Intends to procure the total quantity for full castable trough system for BF#2, against this tender from One source from the L-1 (lowest) technically and commercially acceptable tenderer on Landed Net of Cenvat Price (LNCP) per Tons of Hot Metal throughput i.e. (Total quoted LNCP/ 50,00,000) on supply cum application basis. However, RINL/VSP reserves the right to place order on single/ multiple sources.
- 5.0 **The quoted price shall be FIRM till completion of supply and application.**
- 6.0 The offer should be submitted in sealed envelope clearly subscribing “Tender for full castable trough system for BF#2 (Supply, application & maintenance) for achieving guaranteed hot metal throughput 5 million Tons from four runners” against Tender No Pur. 6.67.0202/ dtd. due on .././2016by 10:30 AM at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 7.0 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).

- 8.0 Each tender shall be considered only if **Earnest Money Deposit / Bid Money / Bid Bond (VITAL)** 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 a Bid Bond in the form of Bank Guarantee as per the proforma placed at **Annexure – VII** is established in favour of RINL for an amount of **Rs.37,50,000/- (Rupees Thirty Seven lacks Fifty 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.
- 9.0 The successful tenderer should submit Performance Guarantee so as to be received in the office of **Dy.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 - VIII** of the tender document, for an amount covering 5% (Five percent) of the value of the total **Landed cost** for Supply Order. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.
- 10.0 The approx. quantity is 3000 MTs. The party should quote the actual quantity after studying the detailed drawings of full castable trough system of BF 2; to achieve the guaranteed throughput of 5 million Tons of hot metal. The quantity quoted in the offer will be considered as final and further changes will not be allowed.
- 11.0 EVALUATION: All the tenders shall be evaluated on the basis of landed Net of CENVAT price (LNCP) per Tons of hot metal throughput i.e. (Total quoted LNCP for Supply cum Application / 50,00,000) on supply and application basis.
- 11.1 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 11.4 below.
- 11.2 In reverse e-auction the bidders would be required to quote prices only on the basis of landed net of CENVAT/VAT (LNCP) per Tons of hot metal throughput i.e. **{(LNCP for supply cum application of total Bill of quantity (Firm quantity as quoted in techno-commercial bid) required for achieving guaranteed hot metal throughput of 5MT)/ 50,00,000}**. Only such tenderers whose offers are techno-commercially accepted shall be permitted to participate in Reverse e-Auction.
- 11.3 RINL reserves the right to accept/reject the bidder's offers even if the tenderers are invited, based on techno-commercial acceptance ,to participate in the reverse e-auction . After the price bids (part-B) are opened and if, RINL finds any such bidder's price bid (part-B) is not as per prescribed format (enclosed with the tender) and not a valid price bid, their offer shall be summarily rejected.
- 11.4 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) per Tons of hot metal throughput so arrived. Tenderers shall mention their User Id for participating in the reverse e-auction in their techno-commercial bid after generating the same.
- 11.5 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.

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 per Tons of hot metal throughput 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).

- 12.0 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.
- 13.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
- 13.0 **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.
 - 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.
- 14.0 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)

INSTRUCTIONS TO TENDERERS

- 1.0 Tenderers who are Manufacturers / Suppliers of Refractories for full castable trough system for BF#2 (Supply, application & maintenance) to other integrated Steel Plants shall furnish information / data / documents / printed / illustrated literature / brochure covering the following aspects:
 - a) Detailed information of the Manufacturer / Supplier.
 - b) Documents showing the exact nature of ownership should be submitted.
 - c) Production capacity and average annual production in the last three years.
 - d) Latest copies of executed / ongoing orders (during the last 1 year) for full castable trough system for Blast furnaces having a volume of 3200 m3 and above with different integrated steel plants along with performance certificates issued against the order.
 - e) A recent Test and Inspection Certificate issued for the material by a reputed international test house.
- 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:** Pre - qualification criteria for Suppliers participating in the open tender.
 - a. The tenderer should have experience in complete cast house management (supply cum application) in blast furnaces having a volume of 3200 m3 and above.
 - b. The tenderer should submit performance Certificates for executing the jobs (completed or under progress) at such large capacity furnaces along with the ITT. Offers without performance certificates shall not be considered for evaluation.
 - c. The performance certificate of the tenderer should be an authentic document (from the competent authority) and should be in "ENGLISH" only.
- 1.4.1 **Existing registered vendors of VSP for the tendered item need not furnish any documentary evidence as sought in the above eligibility criteria in point no.1.4.**
- 1.5 In case where RINL / VSP decides to procure the material from one or more than one source, (only one offer shall be submitted by companies using same equipment / facilities / address), and if it comes to the notice of RINL / VSP at any stage during the finalization of the tender or after placement of order / execution of the contract that offers have been made by companies using same equipment / facilities / address, then such offers / orders shall be rejected / cancelled forthwith and business dealings with such firms / contractors shall be banned for a period of 2 years. Bid money / EMD / Security deposit etc., if any, shall be forfeited. Decision of RINL / VSP in this regard shall be final and binding."
- 1.6 **Integrity Pact:** The tenderer is required to unconditionally accept the "Integrity Pact" as at Annexure X of this ITT and submit the same duly signed & stamped on each page as a part of their techno Commercial Bid. (Please refer Annexure X of ITT).

1.7 Statement of Deviations:

1.7.1 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-IV** 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.

1.7.2 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.

1.7.3 No revision in the terms and conditions of the offer will be entertained after the tender opening.

2.0 ESTABLISHMENT OF CREDENTIALS OF VENDORS WHO ARE NOT ENLISTED PRESENTLY WITH RINL/VSP:

If a tenderer who responds to this tender is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "**CREDENTIALS**" and the **ITT REFERENCE or ADVERTISED TENDER REFERENCE** as the case may be along with the tender:

In respect of Indigenous tenderers :

- a) Statutory Industry Registration Certificate. (duly notarized)
- b) Excise and Sales Tax certificates. (duly notarized)
- c) Permanent Account Number issued by Income Tax Department with copy of PAN Card (duly notarized).
- d) Financial worth and audited financial statements for the last 3 years. (Self certified)
- e) Other credentials like ISO certificate etc.
- f) Copies of Purchase orders / contracts executed for PSUs for same or similar items.

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

3.0 Scope of work & Specifications:

3.1 RINL/VSP requires Refractories for full castable trough system for BF#2 (Supply, application & maintenance)for achieving guaranteed hot metal throughput 5 million Tons from four runners as per the Scope of work & Technical Specifications and Drawings 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 Refractories for full castable trough system for BF#2 (Supply, application & maintenance)for achieving guaranteed hot metal throughput 5 million Tons from four runners set quantity :3000 Tons (Approx.), confirming to Technical specifications as at Annexure II of tender document.

4.1 The party should quote the firm quantity after studying the detailed drawings of full castable trough system of BF 2; to achieve the guaranteed throughput of 5 million Tons of hot metal. The quantity quoted in the

offer will be considered as firm and further changes will not be allowed.

5.0 **Prices:**

- 5.1 The tenderer should quote the prices only on the basis of landed net of CENVAT/VAT (LNCP) per Tons of hot metal throughput i.e. **{(LNCP for supply cum application of Total Bill of quantity (Firm quantity as quoted in techno-commercial bid) required for achieving guaranteed hot metal throughput of 5mt)/ 50,00,000MT}** for Supply cum Application basis. The price should be quoted for FOR VSP Stores, Visakhapatnam.
- 5.2 All the offers shall be evaluated and compared based on Landed Net of Cenvat/VAT basis (LNCP in INR) per Tons of hot metal throughput on Supply cum application basis.
- 5.3 The prices quoted by the tenderer for the quantity offered should be firm till execution of order.
- 5.4 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.
- 5.5 In case an offer with deviations to payment terms is considered, it shall be loaded suitably (@ 19% 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 it's sole discretion for other deviations also, which in the opinion of RINL /VSP have financial implications to RINL / VSP.

6.0 **Delivery:**

- 6.1 First lot to be delivered at VSP Stores within 6 weeks from the date of placement of order or by 30.11.2016 whichever is earlier. Delivery of balance material of the PO quantity to be made as per the site requirement. However actual delivery would be regulated by VSP as per shop requirement from time to time.
- 6.2 Delivery schedule indicated above is indicative, which may have to be revised by VSP as per site requirement. Clearance is to be obtained from VSP before delivery of each consignment. However, VSP reserves the right to alter the delivery requirement according to stock position.
- 6.3 The period of delivery is the essence of the A/T. Date of receipt and acceptance of material at VSP's stores shall be the date of delivery in respect of each consignment.
- 6.4 For any delay in clearance of Original Clear Lorry Receipt 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 Transporter.

7.0 **Payment Terms:**

All payments will be done against documents. The payment terms are as follows:

A. For Supply:

- i) Initial 80% of the value of the material supplied along with 100% taxes, duties and freight shall be paid within 60 days after the receipt of the material. The party shall submit the bills to the finance section for processing of payment, with all requisite documents/details before 15 days of due of payment.
- ii) Balance 20 % of the value of the material supplied and applied for each major and minor repair shall be released after achieving the guaranteed throughput of 1,40,000 tons of Hot Metal duly within 15 days from the date of certificate issued by HOD(BF)I/c or his authorized representative.

B. For Application:

1. For Major Repair: (For quantity applied)

- i) 50% shall be released within 30 days against submission of installation/repair certificate issued by HOD (BF) I/c or his authorized representative for satisfactory major repair.
- ii) 20 % shall be released within 10 days against submission of certificate issued by HOD (BF) I/c or his authorized representative after achieving 50% of guaranteed life. (i.e > 70,000 tons)
- iii) 20 % shall be released within 10 days against submission of certificate issued by HOD (BF) I/c or his authorized representative after achieving guaranteed throughput. (i.e > 1,40,000 tons)
- iv) 10% shall be released within 7 days against submission of Clearance certificate issued by Contract Labour Cell of VSP.

2. For Minor Repair: (For quantity applied)

- i) 50% shall be released within 30 days against submission of installation/repair certificate issued by HOD (BF) I/c or his authorized representative for satisfactory minor repair.
- ii) 40 % shall be released within 10 days against submission of certificate issued by HOD (BF) I/c or his authorized representative after achieving guaranteed throughput along with major repair. (i.e. total campaign life of >1,40,000 tons)
- iii) 10% shall be released within 7 days against submission of Clearance certificate issued by Contract Labour Cell of VSP.

Note:- If the Trough is taken over with a minor repair, the guaranteed throughput for that minor repair will be considered as 70,000 tons; and the payment for that particular minor repair will be made as mentioned above.

7.2 The Purchaser encourages Electronic Fund Transfer (EFT) or RTGS for payment directly to the Seller's Bank Account on the due date for which the Seller has to furnish Bank Account details in the format prescribed by the Purchaser.(Kindly visit www.vizagsteel.com/tender/mm).

8.0 All offers shall be evaluated on the basis of landed net of CENVAT/VAT (LNCP) per Tons of hot metal throughput i.e. **{LNCP for supply cum application of Total Bill of quantity (Firm quantity as quoted in techno-commercial bid) required for achieving guaranteed hot metal throughput of 5MT/ 50,00,000} for Supply cum Application basis**. The illustration is given below:

(a) INDIGENOUS OFFER:

		Rs./No.	Rs./No.
1	Basic Price/Set for Supply#	1,00,00,000	1,00,00,000
2	Packing & Forwarding/Set for Supply#	200000	200000
3	Excise Duty& Cess @ 12.5 % on [1+2]	12,75,000	12,75,000
	Sales Tax (CST/VAT)	CST @ 2%	VAT @ 14.50%#
4	Sales Tax on (1+2+3)*	229500	16,63,875
5	Freight/Set for Supply #	5,00,000	5,00,000
6	Landed Cost//Set for Supply (1+2+3+4+5)	1,22,04,500	1,36,38,875
7	Cenvat (3)	12,75,000	12,75,000
8	ITC @ 11.06% on (1+2+3)	NA	12,69,135
9	Landed net of Cenvat/VAT price (LNCP/Set) for Supply [6-7-8]	1,09,29,500	1,10,94,740

10	Application Charges/Set #	10,00,000	10,00,000
11	Service Tax/Set @15% incl. Swatch bharat cess & Krishi Kalyan Cess	1,50,000	1,50,000
12	Landed Cost for Application Charges/ Set	11,50,000	11,50,000
13	Landed net of Cenvat/VAT for Application [12-(11/15*14.5)]	10,05,000	10,05,000
14	Total Landed Cost for Supply cum Application(6+12)	1,33,54,500	1,47,88,875
15	Total LNCP for Supply cum Application(6+12)	1,19,34,500	1,20,99,740
16	Cost MT of Hot Metal Throughput (Overall LNCP/50,00,000)	2.3869	2.4199

The applicable ITC for VAT @ 5% is 1.58% & VAT@14.5% ITC is 11.06%.

*Statutory levy (Ruling at the time of offer)

Assumption

9.0 Taxes and Duties:

9.1 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 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 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. In case of full or part supply of material under APVAT, the relevant provisions will be applicable.

10.0 Statement of Deviations:

- 10.1 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-IV** 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.
- 10.2 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.
- 10.3 No revision in the terms and conditions of the offer will be entertained after the tender opening.

11.0 Loading on Account of Deviations:

11.1 In case an offer with deviations to payment terms is considered, it shall be loaded suitably (@ 19% 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.

12.0 Validity of Offer:

12.1 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.

13.0 EARNEST MONEY DEPOSIT / BID MONEY / BID BOND :

13.1 Each tender shall be considered only if **Earnest Money Deposit / Bid Money / Bid Bond (VITAL)** 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 a Bid Bond in the form of Bank Guarantee as per the proforma placed at **Annexure – VII** is established in favour of RINL for **Rs.37,50,000/- (Rupees Thirty Seven lacks Fifty 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.**

13.2 No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable.

13.3 The Bid Bond shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank in Visakhapatnam and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee.

13.4 Bonds issued by Co-operative banks are not accepted.

13.5 The Bid Bond should be valid for **150 (One hundred and Fifty) days** from the last date fixed for receipt of tenders. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., **under registered post (A/D) / Speed Post only**. In exceptional cases, where the BGs are received through the tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D / Speed Post an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

13.6 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.

13.7 Account payee Demand Draft/ Banker' 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 / Euros, 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.

13.8 No interest shall be paid for the EMD.

13.9 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.

13.10 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.

13.11 The EMD 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 no.12 of Annexure - X of the Tender documents.

14.0 **PURCHASE PREFERENCE:**

14.1 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.

14.2 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) and 8.1 above by Local Micro & Small Entrepreneurs (Local SSIs):

14.2.1 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 .

15.0 **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.

16.0 **Placement of Order:**

16.1 When the offer of a Tenderer is found technically and commercially acceptable and on finalising the price, 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

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

18.0 **Preparation of Tender:**

18.1 The offer shall be submitted in two parts;

Part-A - Techno-Commercial Bid
Part-B - Price Bid.
in two separate sealed envelopes.

18.2 **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. 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-IV of this Instructions to Tenderers.
 5. Check list as per Annexure-V.
 6. The price schedule after blanking the prices (but indicating the percentage of taxes and duties levied in case of indigenous supply).
 7. Integrity Pact(Annexure IX)
- 18.3 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 (ex. 1 of 30 pages or 1/30)
- 18.4 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.
- 18.5 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.
- Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/ mistake/ discrepancy/ ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.
- 18.6 The sealed envelopes with Part-A & Part-B of the offer should bear, in Block capital letters, superscription "Tender for full castable trough system for BF#2 (Supply, application & maintenance)for achieving guaranteed hot metal throughput 5 million Tons from four runners (set quantity :3000 Tons (Approx.)against Tender No. **Pur 6.67.0202/0595 dtd.18.08.2016**" 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.
- 18.7 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.6.67.0202/0595 dtd. 18.08.2016 due on 26.09.2016**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 18.8 Copies of the offer should not be sent to any other officer of RINL.
- 18.9 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.
- 19.0 **Language of the Bid:**
- 19.1 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. Any printed literature furnished by the tenderer written in another language should be accompanied by an English translation of its pertinent passages and in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 20.0 **Evaluation and Rejection of Offers:**

- 20.1 RINL/ VSP evaluates technical and commercial acceptable offers on Landed net of Cenvat price (LNCP/VAT per Tons of hot metal throughput i.e. **{{LNCP for supply cum application of Total Bill of quantity (Firm quantity as quoted in techno-commercial bid) required for achieving guaranteed hot metal throughput of 5MT)/ 50,00,000}** for Supply cum Application basis..
- 20.02 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.**
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 21.0 **Completeness of the Tender:**
- 21.1 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.
- 21.2 RINL/VSP shall at its discretion give equal opportunity to all the tenderers for clarification / rectification of any deficiencies in the tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of Order. In case of failure to rectify the deficiencies within the time given, the tender would be rejected / loaded as mentioned at Para. 12 & 13 above. In case of rejection, Part-B (Price Part) of the tender would be returned unopened and Bid Money would be refunded. RINL/VSP shall not give opportunity for submission of Bid Money after opening of Techno-commercial bid.
- 22.0 **Ethics:**
- 22.1 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.
- 22.2 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.

- 22.3 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.
- 23.0 Payment of allowances to Contract labour:
- 23.1 The contractor shall have to pay welfare allowance (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc. @ Rs.80.76 ps. per day of actual attendance of each worker in the contract not exceeding Rs.2100/- 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 with proof of such payment made in this connection in the RA bill and the same is reimbursed to him.
- 23.2 It may be noted that the payment of welfare allowance is towards the expenditure incurred by the contract towards fuel charge, coconut water allowance, food/milk/Tiffin allowance/coconut water allowance.
- 23.3 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.
- 23.4 The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract labour cell and Safety engineering dept of VSP which are subject to changes from time to time. 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. 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. The Penalties in case of Safety violation is given at Annexure-3(C).
- 24.0 **Amendment to the Tender Terms and Conditions :**
- 24.1 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.
- 25.0 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)).

ANNEXURE – II TO ITT NO PUR.6.67.0202/0595 dtd.18.08.2016

Scope of work of Full Castable Trough System for BF-2

1.0 GENERAL:

BF-2 is being commissioned after Cat-1 capital repairs. For the commissioning, the initial Trough refractory design, supply and installation are being handled by M/s Primetals Technologies (BF # 2 technology supplier). This ITT is raised for a guaranteed throughput of 5 million tons of hot metal.

The successful tenderer will take over the maintenance activities of full Castable Trough system of BF-2 in a phased manner. The party will take over a particular trough from the day of its first repair. Thereafter the hot metal accounting for throughput from that particular trough will be considered under party's account. Subsequently, depending upon the repairs required in other troughs, the party will take over the other troughs.

The full scope of work is provided in 3.0.

The party will start maintenance activities after taking over to achieve the hot metal throughput of 5.0 million tons (1.25 million ton in each Main Trough). The party will install castable, over the original backup lining of the entire Trough system. The maintenance of the troughs is for 5 million tons of hot metal throughput.

The party may study the trough system along with the backup lining to satisfy themselves. Drawings are available with the BF department. If the party feels that the Back-Up lining of troughs are to be changed or repaired, the same along with "Copper plates" for temperature measurement, will be under party's scope of work.

The tenderers are required to quote their prices considering the above aspect. The offers with price not considering the above aspect or conditional offers are liable for rejection.

The Full Castable Trough System of BF-2 is to be maintained by the supplier which will consist of:

- i) Main Runner including Skimmer
- ii) Total Metal Runner
- iii) Entire Slag Runner
- iv) By-pass Runner
- v) Rocking Runner
- vi) Tap Hole including futlyre & taphole frame

2.0 OPERATING CONDITIONS:

- i) The party will suitably maintain the full Castable Trough system of BF-2 to handle the following quality of hot metal and liquid slag.

Hot metal quality

Silicon: 0.20 to 1.2%

Temp. : 1350 to 1550 Deg. Cent.

Liquid slag quality

SiO₂: 30 to 38%

CaO: 30 to 38%.

MgO: 8.5 to 10.5%

Basicity: 0.90 to 1.20

On some occasions, the Si in Hot metal may go beyond 1.2% and temperature < 1350°C.

- ii) Though the designed capacity of the furnace is 7150 Tons per day, the furnace may be operated at higher capacity to the tune of 9500 to 10,000 Tons of hot metal per day. The trough system made of the castable supplied by the party should withstand such high level of daily hot metal production to the tune of 9500 to 10,000 Tons.

On some occasions, the furnace may be required to operate at less than 7150 tons/day.

- iii) The trough system made of the castable supplied by the party should handle a hot metal tapping rate of 6.0 Tons/Minute with sometimes occasional peak rate of 10.0 Tons/Minute.
- iv) In normal working conditions of the furnace, at any point of time, two tap holes will be in running condition, one tap hole will be in standby and one will be under repair. Hence, the party will ensure the availability of troughs as per VSP's tapping schedule.

3.0 PARTY'S SCOPE:

The detailed scope of work for the party will be as follows:

- i) The party will make the selection and supply wear lining refractory materials for Main Runner including Skimmer, Total Metal Runner, Entire Slag Runner, By-pass Runner, Rocking Runner, Tap Hole including futlyre & taphole frame, for repair with a guaranteed total throughput of 5.0 MT of hot metal in four trough systems with 1.25 MT in each main trough.
- ii) The Sequence of taking over of the Trough System should be subsequent, i.e taking over one trough at a time as per cast house position.
- iii) The repair of Slag runner should be carried out along with that of the Main Runner of that particular Trough, in order to maintain the initial contour of Runners.
- iv) To achieve the guaranteed throughput of 5.0 MT (i.e. 1.25 MT in each main trough), the party will carry out installations, major and minor repairs. The scope of work for the supplier for such repairs/maintenance will be as follows:
 - Cutting of Perival (By-Pass trough) opening to drain out the hot metal and slag from the main trough during tap hole shifting/furnace shutdowns/installations/major and minor repairs etc., as per the requirement and instruction of BF Site-in-Charge.
 - Removal of the covers of the trough system. However, cast house crane will be provided by VSP.
 - Digging and dismantling of working lining and backup linking (during changing of backup lining).
 - Removal of metal and slag jam, if any, during the installation major and minor repairs.
 - Supervision and ensuring the removal of the debris generated during installations (major and minor) from cast house. VSP will provide dumper required for removal of debris from cast house.
 - Placing of formas. However, cast house crane will be provided by VSP.
 - Erection of refractory blocks of back up lining (during changing of backup lining).
 - Mixing and installation of castable in the troughs.
 - Setting of castable and removal of formas.

- Air drying of the installed castable.
 - Heating of troughs to the required temperature as per the recommended schedule and as agreed upon by both the Party and VSP. However, fuel required for heating (Coke Oven Gas) will be supplied by VSP.
 - Closing of By-Pass trough opening. However, necessary mass required for closing the Perival will be provided by VSP.
 - Co-ordination for placement of trough covers before taking the trough into operation. However, cast house crane will be provided by VSP.
 - Cleaning of work area after each repair.
- v) The party will do intermittent patching to safeguard the integrity of the castable lining for localized wear out areas to handle more hot metal and slag in the troughs, such intermittent patching will be done depending upon the physical conditions of the troughs and with the discretion of BF Site-in-Charge.
 - vi) Installation of castable in tapholes (Preparation of taphole / futlyre) for tapping and heating of the same as per requirement.
 - vii) Design and fabrication of formas required for installation of working lining. VSP will provide all plates' angles and channels required for the required job free of cost to the party.
 - viii) Design and fabrication of metallic burners required for trough heating. VSP will provide the SS pipe required for burner preparation to the party free of cost.
 - ix) Refractory maintenance of minor nature of the trough covers. However, the refractory required for this will be supplied by VSP free of cost.
 - x) The party will provide trained & skilled supervisor on round the clock basis to monitor and supervise all troughs for safe and uninterrupted operation of troughs. Their supervisor will monitor the temperature of the thermocouples already installed behind the precast blocks, which are connected to the control room. The party will ensure continuous record of temperature for better life of trough system and better maintenance of trough. The party has to arrange supervisors with past experience of Blast Furnace cast house operation in all the 3 shifts & 'G'shift.
 - xi) Monitoring of trough heating temperature through radiation gun as per the heating schedule.
 - xii) The party will arrange the following machines & Equipment (on returnable basis) along with operators for carrying out the repairs:
 - High Intensity Mixer with pouring arrangement
 - Vibrators
 - Machines for breaking and cleaning of worn out lining
 - Other tools and tackles required for carrying out major & minor repair.

VSP will provide compressed air to execute the repair activities during the downtime of troughs.

- xiii) The party will be responsible to keep their own tools and tackles on proper place and in safe custody. VSP will provide storage space at site for keeping the tools and tackles.
- xiv) After closing of the tap hole, the party will prepare the trough for the next tapping as per the tapping schedule. This involves the removal of metal and slag jams in the troughs (main trough, metal trough and slag trough) and spraying of sand, Rick husk etc. on the troughs. The party will ensure availability of his

manpower in all the three shifts for this job. Readiness of trough for tapping is to be done to the satisfaction of the BF Site-in-Charge and his decision in this regard is final.

It may be noted that the tapping may be overlapping or subsequent depending upon the shop requirement, thus tapholes should be prepared in accordance with the site requirement.

- xv) Loading of clay mass (mass will be supplied by VSP free of cost) in Mud guns and cleaning of the same after closing of tapping.
- xvi) Fixing of Drill Bars / Bits (Drill Bars / Bits will be supplied by VSP free of cost) in the drilling machine.
- xvii) Cleaning of work area after each repair etc. to the satisfaction of BF Site-in-Charge and removal of all waste material from the cast house. The party will provide their manpower for the loading and unloading of debris generated during the repairs. VSP will provide Dumper for removal of debris from cast house.
- xviii) The party will ensure the fulfillment of the conditions laid down by Safety Engineering Dept. of VSP while carrying out the major and minor repairs jobs along with their safety policy.
- xix) The party will ensure the fulfillment of the statutory obligations such as labour laws of State Govt. / Central Govt.
- xx) Payment of Minimum Wages: Wages paid to the workmen by the contractor should not be less than the rates notified by the "Regional Labour Commissioner (Central), Hyderabad, Andhra Pradesh", from time to time with regard to the minimum wages applicable to the respective categories of workmen plus the ad-hoc amount at the rate of Rs. 11.54 ps as per working day per workman per category. Wages with ad-hoc amount to the workman should be paid on or before the 7th of the subsequent month. If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the employer's (in this case-contract) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month is to be forwarded to the engineer.
- xxi) As per VSP policy, the party shall have to pay "Welfare Allowances" (earlier known as SMA & ASMA) to regular contract workers deployed for application of castable. These allowances are towards fuel charges, food, milk, tiffin, coconut water, washing allowances etc @ Rs. 80.76ps per day of actual attendance of each worker deployed in the contract not exceeding Rs. 2100/- per month in addition to the wages as indicated in the minimum wages clause above.

The contractor will submit his claim with proof of Welfare Allowances made in the R.A Bill and the same amount will be reimbursed / paid to them.

4.0 VSP'S SCOPE:

- i) Providing space for castable material and machines at BF site / VSP stores (Bulk material will be kept at VSP Main Stores).
- ii) Over Head Crane shall be provided subject to availability of the same.
- iii) Providing mobile equipment depending on the availability.
- iv) Providing services like water, electricity, compressed air, Oxygen for lancing and Coke-Oven gas for heating up of the troughs.
- v) Steel required for making trough forms and burners for trough heating (one time basis) will be supplied free of cost by VSP.
- vi) Dumpers along with operator will be arranged by VSP for removal of waste material from cast house to

VSP's dump yard.

- vii) For Perival (By-Pass trough) opening, ¼" dia lancing pipes will be provided free of cost by VSP. The party will open the perival by Oxygen lancing.

5.0 PERFORMANCE GUARANTEE:

- i) The main trough guaranteed throughput is for 1.25 million ton of hot metal & 5 million tons of hot metal throughputs for four troughs.
- ii) The guaranteed throughput is to be achieved after each installation/major Repair is 1,40,000 Tons of hot metal with one in-between patching (Minor repair) for each main trough. The party will undertake maximum 9 major and 9 minor repairs per trough to achieve 1.25 MT of hot metal throughput (including installation).
- ii) The metal trough, slag trough and tilting troughs will experience intermittent patching (at the discretion of BF Site-in-Charge) which will be done by the party without disturbing the operation of the cast house.

6.0 SET QUANTITY:

- i) The set quantity mentioned below is approximate quantity. The party should quote the firm quantity after studying the detailed drawings of full castable trough system of BF 2; to achieve the guaranteed throughput of 5 million tons of hot metal. The quantity quoted in the offer will be considered as firm and further changes will not be allowed.

Item Description	No. of Unit	Qty / Unit	Material Requirement
Main Runner including Skimmer. (also including back up lining if required)	4	400 MT	1600 MT
Total Metal Runner	4	100 MT	400 MT
By-Pass Runner	4	5 MT	20 MT
Rocking Runner	4 + 2 SPARE	80 MT	480 MT
Entire Slag runner	4	100 MT	400 MT
Tap Hole including futlyre & taphole frame.	4	25 MT	100 MT
Total Material			3000 MT

- ii) In case the straight life achieved after one major + one minor repair is less than 1,40,000 tons of hot metal throughput (as specified in clause no. 5.0 (ii)), and the reason for the same is attributable to the party, then they will undertake proper repair plans with discussions with VSP. Due to such repairs, if any extra material is required above the set quantity (i.e. the quantity quoted by party for achieving a guaranteed throughput of 5 MT) then the party will supply the material on FOC basis.
- iii) The total guaranteed throughput is 5 million tons of hot metal and if any castable required for achieving the guaranteed throughput is more than the set quantity (i.e. the quantity quoted by party for achieving a guaranteed throughput of 5 MT), then the party will supply the material on FOC basis. For FOC material ST, or any other levies are not applicable.
- iv) If it is found that actual consumption is lesser than the ordered quantity, then the party will not supply the

balance material and if any leftover material found available at site, it will be taken back by them on party's cost and whatever amount paid for the supply will be deducted for the quantity taken back.

- v) The party will ensure that any part of the trough should not be punctured (breakout) of major nature during the entire campaign. In case of any puncture of major nature occurred at any part of trough, then a penalty of Rs. 1.0 Lakh (Rupees One Lakh only) lump sum shall be levied on them
- vi) The Penalty amount will be an absolute amount. ED, ST, or any other levies are not applicable.
- viii) The Party will have to submit the consolidated material consumption statement at the end of every month.

7.0 REPAIR SCHEDULE:

- i) The party will have to handover the trough for operation to VSP within 72 Hours after taking over for installation/ major repairs job. VSP will ensure providing all equipments & materials as per scope of supply of VSP for completing the repair job by the party within the schedule time.
- ii) The party will complete all minor repairs in troughs within 24 hours and handover the trough to VSP operation. VSP will ensure providing all equipments & materials as per scope of supply of VSP for completing the repair job by the party within the schedule time.
- iii) Clearance for starting Major and Minor repairs and intermittent patchings are to be taken from the BF Site-in-Charge and his decision in this regard is final. The Party should adhere strictly to the repair schedule.

8.0 DELIVERY:

- i) The castable for the first campaign may be required in the month of Nov 2016 (date is tentative; however the party will be intimidated in one month advance). As the castable is having a limited shelf life and therefore the material needs to be supplied at BF-2 site just before the requirement arises i.e. during repair. Hence the party should continuously monitor the trough condition / throughput and ensure required material is always available at site/stores for under taking repairs as per requirement. Party should ensure that the required material is available at stores always. The party will supply the material to VSP Stores & transportation from stores to BF site is the responsibility of VSP.
- ii) The party will ensure availability of sufficient material at site well in advance for each major repair and to meet any urgent requirement at BF-2 site. Hence the site representatives of the supplier should be constantly in touch with BF site officials & supply the material as per the requirement at site.

9.0 Special Terms & Conditions:

- 1) Material to be delivered at VSP stores as per bf site requirement.
- 2) Transportation of the material from stores to bf site is the responsibility of VSP.
- 3) Delivery schedule mentioned in the indent is tentative only. Party has to supply the material depending on the site requirement.
- 4) The set quantity mentioned in PR is for estimation purpose. The party should quote the actual quantity to achieve the guaranteed throughput of 5 million tons of hot metal. The quantity quoted in the offer will be considered as final and further changes will not be allowed.

10.0 Bonus/Penalty Clause:

- 1) In case the straight life achieved after one major + one minor repair is less than 1,40,000 tons of hot metal throughput (as specified in Performance clause) and the reason for the same is attributable to the party, then they will undertake proper repair plans with discussions with VSP. Due to such repairs, if any extra material is required above the set quantity (i.e. the quantity quoted by party for achieving a guaranteed throughput of 5 MT) then the party will supply the material on FOC basis. For FOC material ST, or any other levies are not applicable.

- 2) The party will ensure that any part of the runner should not be punctured (breakout) of major nature during the entire campaign. In case of any puncture of major nature occurred at any part of runner, then a penalty of Rs. 1.0 Lakh (Rupees One Lakh only) lump sum shall be levied on them.
- 3) The Penalty amount will be an absolute amount. ED, ST, or any other levies are not applicable.

11.0 **OTHER TERMS & CONDITIONS:**

- i) VSP reserves the right to terminate the contract in case of failing any of the criteria as mentioned below:
 - Adopting any unsafe practices
 - Premature failure/breakout runners
 - Serious accidents
 - Non-compliance to the terms of Contract.
- i) All castable material should have proper identification system for easy traceability.

LETTER OF AUTHORITY FROM ESTABLISHED MANUFACTURER 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 6.67.0202/0595 dtd.18.08.2016

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 6.67.0202/0595 dtd.18.08.2016
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.6.67.0202/0595 dtd. 18.08.2016.
2) Our Offer No.

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

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

ANNEXURE-V TO ITT NO 6.67.0202/0595 dtd.18.08.2016**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID – PART A OF OFFER**

SL. NO	TENDER TERMS	AS REQUIRED BY VSP	TO BE CONFIRMED BY PARTY ACCEPTED / NOT ACCEPTED	DEVIATIONS, IF ANY
1	Name & address of the Tenderer			
2	Quantity offered	To confirm as per Cl. 4.0 of Annexure I of ITT		
3	Technical specification and Performance Evaluation	To confirm as per Annexure II of ITT		
4	Delivery schedule	To confirm as per Cl.6.0 of Annexure I of ITT		
5	Documents for Eligibility	To confirm as per Cl.1.0 of Annexure I of ITT		
6	Payment terms	To confirm as per Cl.7.0 of Annexure I of ITT		
7	Earnest Money Deposit	To confirm as per Cl.13 of Annexure I of ITT		
8	Price Basis	To confirm as per Cl.5 of Annexure I of ITT		
9	Price firmness	To confirm as per Cl.5.3 of Annexure I of ITT		
10	Insurance	To party's a/c (for indigenous supply)		
11	Packing and Marking	To confirmed as per Cl.5 of Annexure VI of ITT		
12	Validity of offer	To confirm as per Cl.12 of Annexure I of ITT		
13	Weighment	To confirm as per Cl.10.0 of Annexure-VI of ITT		
14	Test cum Guarantee Certificate	To confirm as per Cl.7.0 of Annexure VI of ITT		
15	Liquidated damages	To confirm as per Cl.12 of Annexure VI of ITT		
16	Default	To confirm as per Cl.13 of Annexure VI of ITT		
17	Risk Purchase	To confirm as per Cl.14 of Annexure VI of ITT		
18	Arbitration	To confirm as per Cl.23 of Annexure VI of ITT		
19	Force Majeure	To confirm as per Cl.22 of Annexure VI of ITT		
20	Performance Guarantee Bond	To confirm as per Cl.8 of Annexure VI of ITT		
21	Submission of Cenvat documents	To be confirmed as per Cl.15.0 of Annx-I of ITT		
22	Other terms and conditions of ITT	To confirm acceptance.Cl.25.0 of Annx -I of ITT		
23	Minimum lead time for commencement of supplies.	To confirm the time from the date of issue of LOI / Acceptance to Tender		
24	Submission of document by unlisted vendors of RINL/VSP	To be confirmed as per Cl.2.0 of Annx-I		
24	Inspection, Penalty & Rejection	To confirm acceptance.Cl.2.0 of Annx -VI of ITT & As per Annexure II of ITT Documents		
25	GCC	To confirm the acceptance of VSP's GCC.		
26	Integrity Pact	As per Annexure IX		

(Signature and Seal of the Tenderer)

ANNEXURE VI TO ITT NO. PUR 6.67.0202/0595 dtd.18.08.2016

Draft terms and conditions for Total refractory management of VSP BF# 2 casthouse for achieving guaranteed hot metal throughput of 5 Million tons (Set quantity : 3000 Tons (Approx.))

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.
- 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, INSPECTION & REJECTION:

- 2.1 Quantity: The SUPPLIER shall sell and the PURCHASER shall buy the quantity of the material 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 Indigenous supplier's, the prices per MT FOR VSP Stores, shall be as indicated in the Acceptance of Tender.
- 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.

4.0 Delivery:

- 4.1 The material shall be delivered as per the schedule mentioned in the A/T. The Purchaser reserves the right to revise the delivery schedule depending on our production requirements and storage capacity.
- 4.2 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.

4.3 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).

5.0 **Packing & Marking:**

5.1 **Packing:** Quantity to be packed in each Bag depends upon the quantity offered by the Tenderer per set. The material is to be supplied packed in machine stitched good Polythene bags and in turn in HDPE bag to protect from moisture. The pack should be stenciled in ink with VSP's name as 'VISAKHAPATNAM STEEL PLANT, PURCHASE ORDER NO., ITEM NAME, NET WT. OF MATERIAL ON EACH PACK AND THE SUPPLIER'S NAME' BATCH NO AND DATE OF MAKE ON THE BAGS'. The packing should avoid fines generation and contamination from foreign particles / moisture.

5.2 **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.
Visakhapatnam Steel Plant,
Visakhapatnam 530 031
Andhra Pradesh, INDIA. |
| b) Name of the Supplier | : |
| c) Order No. | : |
| d) Description | : |
| e) Quantity | : |
| f) Package number | : |
| g) Gross and net weights | : |

6.0 **Packing Lists:**

6.1 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.

6.2 Notwithstanding any thing 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.

7.0 **Test cum Guarantee Certificate:**

7.1 The Supplier shall submit Test Certificate from Government/Government approved Laboratories or own Lab in case of ISO Certified Manufacturer.

7.2 The Supplier shall submit Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

7.3 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.

8.0 **Performance Guarantee Bond:**

8.1 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 Dy. 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 - VII** of the tender document, for an amount covering 5% (Five percent) of Landed cost of the order LOI / Acceptance to Tender for supply. 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.8.6 below.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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 six months from the date of receipt of the last consignment of the material.
- 8.6 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: "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.	Yes / No
13	Enclosed are the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

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

Signature of the Supplier

Date:

8.7 Performance Guarantee Bond shall be released after 180 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.

9.0 **Insurance:** Insurance is the responsibility of the supplier.

10.0 **Weightment for Supplies from Indigenous Sources:** All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at VSP weighbridge or LR or the invoice weight whichever is lower.

11.0 **Payment Terms:** As per Cl.No.7.0 of Annexure-I of ITT.

12.0 **Liquidated Damages:**

12.1 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).

13.0 **DEFAULT:**

13.1 Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender 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.

14.0 **RISK PURCHASE:**

14.1 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.

15.0 **Recovery of Sums Due:**

ITT No. PUR. 6.67.0202/0595 Dtd.18.08.2016

- 15.1 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.
- 16.0 **Responsibility:**
- 16.1 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.
- 17.0 **Transfer and Sub-Letting:** The tenderer 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.
- 17.1 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.
- 17.2 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.
- 17.3 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.
- 17.4 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.
- 17.5 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 maintenance, payment of wages to workers incase of failure to do so by the sub-agency etc. shall be with the supplier.
- 18.0 **Clearances:**
- 18.1 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.
- 19.0 **Taxes and Duties:**
- 19.1 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 contractual 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 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.
- 20.0 **Completeness of the Agreement and Modification:**
- 20.1 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.

21.0 Waiver:

21.1 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.

22.0 Force Majeure :

22.1 If either the tenderer 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.

22.2 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.

23.0 Arbitration:

23.1 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.

24.0 Legal Interpretations:

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

25.0 Liability of Government of India:

25.1 It is expressly understood and agreed by and between the tenderer 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 tenderer 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 as to any manner, claim, cause of action or thing whatsoever arising of or under this Order.

ANNEXURE VII TO ITT NO.PUR 6.67.0202/0595 dtd.18.08.2016

PROFORMA OF BANK GUARANTEE FOR BID BOND

TO BE ESTABLISHED THROUGH ANY NATIONALIZED BANK / SCHEDULED BANK THROUGH THEIR BRANCH / ASSOCIATE BANK IN VISAKHAPATNAM AND PAYABLE AT VISAKHAPATNAM WHOSE ADDRESS IS ALSO TO BE SPECIFIED IN THE BG. 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. 6.67.0201/0595 dtd. 18.08.2016 (hereinafter referred to as the said invitation to Tender for purchase of full castable trough system for BF#2.

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) / EURO _____ (Euro _____ only) / INR. _____/- (Indian Rupees _____ only) valid upto 150 (One hundred and Fifty) 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 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 percent)** of the CFR(FO) value of the full castable trough system for BF#2 (Supply Order) at the price and on the terms accepted by RINL, within 15 (Fifteen) days from the date of the Acceptance to Tender / Agreement.

AND WHEREAS M/s..... (herein after referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of full castable trough system for BF#2 on the basis of FOB(Trimmed) named port(s) of loading / C&F (Free out) 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 \$ / Euro / INR (US Dollars / Euro / INR). This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

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

For and on behalf of

(Name of the Bank)

Signature
Name

()

DULY CONSTITUTED ATTORNEY AND AUTHORISED SIGNATORY

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

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

(NAME AND ADDRESS TO BE SPECIFIED)

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)

ANNEXURE-IX TO TENDER NO.PUR. 6.67.0202/0595 dtd.18.08.2016

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 > 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.

ANNEXURE-X TO TENDER NO.PUR. 6.67.0202/0595 dtd.18.08.2016

List of Safety violations category wise:

Category	Safety Violations	Fine
I	<ol style="list-style-type: none"> 1. Occasional violation of not wearing crash helmet. 2. Driver of two wheeler carrying more than one pinion rider 3. Wrong Parking of vehicle. 	First offence: Rs.100.00 Second or subsequent offences: Rs.300.00 --do-- --do--
II	<p><u>MINOR VIOLATIONS</u></p> <ol style="list-style-type: none"> 1. Working at height with out height pass. 2. Unauthorized entry at hazardous location. 3. Engaging workers with out safety training. 4. Proper ladder/steps not provided for working. 5. Failure to provide proper Shuttering at excavation works. 6. Power connection taken from board without proper board plug. 7. Fitness certificated of cranes/hydra/heavy vehicles not available. 8. Crane rope conditions not ok. 9. Not wearing safety helmet /safety shoe at site. 10. Safety goggles/Hand gloves not used. 11. Gas cutting without goggle. 12. Rolling/lifting of cylinder/dragging on the ground (without cage). 13. Welding with non standard holder. 14. Welding machine earthing not done (double body earthing). 15. Gas Hose pipe clamping done by wires. 16. LPG. Cylinder date expiry/over. 17. Loading/unloading of cylinder –cushion not given. 18. Condition of hose pipe not good. 19. Working with leaking cylinder. 20. Using non power cable instead of welding cable. 21. Working without work permit/shut down. 22. Not putting red flags / stoppers. 23. Dismantling of structure without authorized plan. 24. Unauthorized Oxygen /nitrogen tapping. 25. Not having proper gate passes/other area passes. 26. Use of damaged slings/tools/ropes. 27. Use of Hand grinders/mixer machines without guard. 28. Not reporting of accident. 29. Taking shelter behind electrical panel. 30. Driving of heavy vehicles on the main road during restricted hour. 31. Truck side panel/broken not ok. 32. Dropping / Spillage of material on the road. 33. No number plate on vehicle. 34. No indicator light / brake light on vehicles. 35. Driving Dangerously 	First Violation: Rs.2,500/- Second violations : Rs.10,000/- Third time repeated violation: Rs 20,000/-

	<p>36. Overloading of the vehicles beyond CC weight. 37. Racing and trials of speed, Overtaking heavy vehicles 38. Moving vehicles in unauthorized restricted routes 39. Talking with cell phone while driving 40. Truck carrying Powdery material with out tarpaulin 41. Vehicles without Red flags/Red lights ,Side guards & Donnage. 42. Stock protruding out of the truck body.</p>	
III	<p><u>MAJOR VIOLATIONS</u></p> <ol style="list-style-type: none"> 1. Using bamboo or other non standard material for scaffolding. 2. Railing not given at platforms or opening of floor. 3. Scaffolding planks not tied properly. 4. Throwing / dropping of material from height. 5. Proper ladder/approach not given for working at height. 6. Walkway / cross over path not provided. 7. No barricading of excavated pits. 8. No top cover on power distribution board 9. Sleeping under truck. 10. Absence of Supervisor at height works, confined space jobs and other hazardous jobs. 11. Welding screen /Face shield ,welder gloves not used 12. Driving vehicles without Valid driving license. 13. Driving by an Drunken person 	<p>Rs. 7,500/- for 1st violation, 2nd and subsequent violations Rs.15000/-</p>
IV	<p><u>HIGH RISK VIOLATIONS</u></p> <ol style="list-style-type: none"> 1. Failure to use Full body harness with double lanyard. 2. Life line of Full body harness not anchored. 3. Floor opening left unguarded in the area of work. 4. Working at roof without daily permit. 5. Working in confined space with out confined space work permit. 6. Violation of electrical shut down/PTW 7. Violation of HOT work permit system 	<p>Rs.15000/-</p>
V	<ol style="list-style-type: none"> 1. Serious injuries and permanent disabilities 2. Fatal Accident Cases 	<p>Rs.1,00,000/- or 2.5% of contract value Whichever is less.</p> <p>Rs.2,00,000/-Or 10% of contract value whichever is lower.</p>

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 3rd 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.

(Signature of party with seal)

VOLOUME II TO ITT NO.PUR 6.67.0202/0595 dtd.18.08.2016

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

Messers: _____

Part B (Price Bid)

Annexure XI TO ITT NO. PUR ITT NO PUR.6.67.0202/0595 dtd.18.08.2016 PROFORMA FOR PRICE BID

TO BE SUBMITTED IN SEPARATE SEALED COVER

PRICE BID FORMAT (ITT No. Pur. 6.67.0202/0595 dtd. 18.08.2016)						
ITEM DETAILS	Item S.No.1	Item S.No.2	Item S.No.3	Item S.No.4	Item S.No.5	Item S.No.6
Item Description						
Quantity quoted (In MTs)						
PRICE DETAILS						
Basic Price / MT (in figures)	(Rs.)					
Basic Price / MT (in words)	(Rs.)					
Packing & Forwarding Charges/MT, if quoted extra in INR	(Rs.)					
Excise Duty as applicable in %	%					
CST/VAT as applicable in %	%					
Freight Charges/MT	(Rs.)					
Application Charges/ MT in INR	(Rs.)					
Service Tax %	%					
Swatch bhara cess on Service Tax%	%					
Krishi Kalyan Cess on Service Tax (%)	%					

Station :

Date:

SIGNATURE OF THE TENDERER / THEIR
AUTHORIZED REPRESENTATIVE WITH SEAL

- Note: Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation. Price bid format may be followed strictly. In the blank price bid figures may be replaced with star marks (*****) and the same may be submitted along with techno-commercial bid.
- "Price bid to be submitted in the above format. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, may lead to rejection / non acceptance of offer and in such situation, even if the tenderers have participated in reverse e-auction, their offers will be summarily rejected."
- **P.S.** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of service tax 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.