

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

VOLUME - I TO OPEN TENDER NO. PUR.20009308/0011 DT.08.02.2017

Tender document downloaded from www.vizagsteel.com by

Messers: _____

(Signature and Seal of the Tenderer)

The Bid Money is remitted with the tender by

DD No. _____ dated _____ for _____

of _____ Bank _____ Branch

(Signature and Seal of the Tenderer)

DOMESTIC 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 2519508

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

e-mail : lokesh1987@vizagsteel.com / viju@vizagsteel.com

OPEN TENDER NOTIFICATION

OPEN TENDER NO.PUR.20009308/0011 DT.08.02.2017

**SEALED BIDS ARE INVITED FOR THE “SUPPLY, APPLICATION &
MAINTENANCE OF FULL CASTABLE RUNNER SYSTEM FOR BF-1
FOR ACHIEVING GUARANTEED THROUGHPUT OF 5 MILLION
TONS OF HOT METAL FROM 4 (FOUR) RUNNERS”**

Last Date & Time for receipt of Tenders: Before 10.30 Hrs.(IST) on 08.03.17

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 08.03.2017 as per the instructions given in the Tender document. In case of any difficulty in downloading the Tender documents, the Tender document shall be sent by Post free of cost on written request from the Tenderers. **The Tenderers should refer to RINL’s website regularly for any Corrigendum/Addendum.**

- EXECUTIVE DIRECTOR (MM)

**FOR “SUPPLY, APPLICATION & MAINTENANCE OF FULL CASTABLE
RUNNER SYSTEM FOR BF-1 FOR ACHIEVING GUARANTEED
THROUGHPUT OF 5 MILLION TONS OF HOT METAL FROM
4 (FOUR) RUNNERS”**

BROAD DESCRIPTION OF TENDER DOCUMENTS

Sl. No.		Description	No. of Pages	Page Nos.
VOLUME - I:				
1		Invitation to Open Tender	3	4 to 6
2	ANNEXURE-I	Instructions to Tenderers	16	7 to 22
3	ANNEXURE-II	Specifications/Scope of work	10	23 to 32
4	ANNEXURE-III	Pro-forma of Letter of Authority from Established Producer/Manufacturer	1	33
5	ANNEXURE-IV	Pro-forma for Letter of Acceptance of Terms & Conditions of Open Tender	2	34 to 35
6	ANNEXURE-V	Pro-forma for Declaration of Particulars	1	36
7	ANNEXURE-VI	Pro-forma of Bank Guarantee for EMD	3	37 to 39
8	ANNEXURE-VII	Check List	2	40 to 41
9	ANNEXURE-VIII	Terms and Conditions of draft Acceptance to Tender/Purchase Order	9	42 to 50
10	ANNEXURE-IX	Proforma for Performance Guarantee Bond	4	51 to 54
11	ANNEXURE-X	Integrity Pact	1	55
12	ANNEXURE-XI	List of Safety Category-wise Safety Violations	4	56 to 59
VOLUME - II (to be submitted in a separate sealed cover)				60
		Price Schedule	1	61

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: lokesh1987@vizagsteel.com/vijju@vizagsteel.com

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, ANDHRA PRADESH, INDIA

Phone: +91 891 2519508, Fax: +91 891 2518753 / 2518756.
E-mail : lokesh1987@vizagsteel.com/viju@vizagsteel.com

INVITATION TO OPEN TENDER No. PUR.20009308/0011
Dt.08.02.2017

**FOR “SUPPLY, APPLICATION & MAINTENANCE OF FULL
CASTABLE RUNNER SYSTEM FOR BF-1 FOR ACHIEVING
GUARANTEED THROUGHPUT OF 5 MILLION TONS OF HOT
METAL FROM 4 (FOUR) RUNNERS”**

- 1.0** Rashtriya Ispat Nigam Limited (RINL)/Visakhapatnam Steel Plant (VSP) invites sealed bids in **Two Parts (Part - A: Techno-Commercial Bid and Part - B: Price Bid** in separate sealed envelopes) from Indigenous Manufacturers/Suppliers for “Supply, Application & Maintenance of Full Castable Runner System for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) Runners” in conformity with the Specifications/Scope of Work given in **ANNEXURE-II** of Open Tender Document.
- 2.0** **Quantity and No. of Sources:** **RINL/VSP intends to purchase a quantity of approx. 2,800 Metric Tons of “Full Castable Runner System for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from Four Runners on Supply, Application & Maintenance basis” from a single Source/Supplier of the lowest Technically and Commercially acceptable Tenderer on Landed Net of Cenvat Price (LNCP) basis against this Tender.** However, RINL/VSP reserves the right to place order(s) on single/multiple sources.

The Set Quantity mentioned above is only approximation. The Tenderer should quote the actual quantity after studying the detailed drawings of Full Castable Runner system of BF-1 to achieve the Guaranteed Throughput of 5 (five) Million Tons of Hot Metal. **The quantity quoted in the offer will be considered as the final and further changes will not be allowed.**

- 3.0** **Delivery Schedule** : The Castable for the first campaign may be required in the month of June'2017 (date is tentative; however the successful Tenderer/Supplier will be intimated in one month advance. As the Castable is having a limited shelf life and therefore, the material needs to be supplied at BF-1 site just before the requirement arises i.e., during repair. Hence, the successful Tenderer/Supplier should continuously monitor the condition/

throughput of Runner System and ensure required material is always available at site/stores for under taking repairs as per requirement. The successful Tenderer/Supplier should ensure that the required material is available at stores always. The successful Tenderer/Supplier will supply the material to VSP Stores & transportation from stores to BF site is in the scope of VSP.

The successful Tenderer/Supplier will ensure availability of sufficient material at site well in advance for each major repair and to meet any urgent requirement at BF-1 site. Hence, the site representatives of the successful Tenderer/Supplier should be constantly in touch with BF site officials & supply the material as per the requirement at site.

- 4.0** Bids in sealed envelopes shall be received up to **10.30 Hours (IST) on 08.03.2017** and Techno-Commercial part of the bid (**Part - A**) shall be opened immediately thereafter in the presence of Tenderers (or) their Authorized representatives (with letter of Authorization) who choose to be present. The date of reverse e-auction and opening of sealed Price Bids (**Part - B**) of the Tenderers whose offers have been found Techno-Commercially acceptable, shall be informed later so as to enable them or their Authorized representatives to be present at the time of opening of the sealed Price Bids, if they so desire.
- 5.0** The offer should be submitted in sealed envelopes clearly super scribing "Supply, Application & Maintenance of Full Castable Runner System for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) Runners" against Tender No: PUR.20009308/0011 Dt.08.02.2017 with **Tender Opening due on 08.03.2017** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 6.0** Each tender shall be accompanied with **Earnest Money Deposit (EMD) (VITAL)** either 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 (BG) as per the prescribed pro-forma established in favour of RINL for an amount of Rs.37,50,000.00 (Rupees Thirty Seven Lakh and Fifty Thousand) is to be submitted along with or prior to opening of **Part - A: Techno-Commercial Bid**.
- 7.0** The successful Tenderer shall establish a **Performance Guarantee Bond (PBG) (VITAL)** in the form of a Bank Guarantee in the prescribed format for 5% (five percent) of the value of the quantity ordered on Landed Cost basis within 30 (thirty) days from date of LOI/Acceptance to Tender/Purchase Order (or) before commencement of the supplies whichever is earlier
- 8.0** 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.

- 9.0** RINL/VSP shall not be responsible for any delay, loss or non-receipt of Tender documents or tenders by post.
- 10.0** Purchase preference will be given to the Indian Public Sector Undertakings wherever applicable as per Department of Public Enterprises, Government of India Guidelines/or any other Government of India guidelines in force.
- 11.0** Notwithstanding anything specified in this Tender document, RINL/VSP in its sole discretion, unconditionally and without having to assign any reason reserves to itself the rights:
- a) To accept or reject the lowest tender or any other tender or all the tenders
 - b) To accept any tender in full or in part
 - c) To reject the offers not conforming to the Tender terms.
 - d) To give Purchase Preference to the Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
 - e) To extend Purchase Preference to Local SSIs (Micro and Small Enterprises) as per the prevailing guidelines. In case a Local MSE becomes 'TAL1' Tenderer, Purchase Preference will not be extended to another Local MSE in the Tender.
- 12.0** At any time prior to the deadline for submission of the Bids, RINL/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/VSP's website at regular intervals. **Therefore, the Tenderers should refer to RINL/VSP's website regularly for any Corrigendum.**

- EXECUTIVE DIRECTORS (MM)

**ANNEXURE-I OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

INSTRUCTIONS TO TENDERERS

- 1.0** Tenderers who have not supplied Refractories for Full Castable Runner System for BF-1 to RINL/VSP earlier but who are the Manufacturers/Suppliers of Refractories for Full Castable Runner System for Blast Furnace 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 of Refractories for Full Castable Runner System for BF and average annual production in the last three years.
 - d) Latest copies of executed /on going orders (during the last one year) for Full Castable Runner System for BF having a Volume of 3,200 Cu. M & above with different integrated Steel Plants along with Performance Certificates issued against the order.
 - e) A recent Test and Inspection Certificate (dated not later than one year from the date of this Tender) issued for the Material by a reputed International Test House/Government approved Test House
- 1.1** Tenderers who may be the Suppliers offering on behalf of a Producer/Manufacturer of the tendered item, shall furnish in original, the Letter of Authority from the Producer/Manufacturer, specifically authorizing the said Supplier to make an offer in response to this Invitation to Open Tender. Such Tenderers shall, in addition, furnish all the data as called for in **Clause 1.0 above**. The **Letter of Authority** should be as per the format at **ANNEXURE-III** of Open Tender Document) and shall be submitted along with **Part - A** i.e., Techno-Commercial Bid.
- 1.2** Only one offer should be received from a Producer/Manufacturer either directly or through their Authorized Agents. In case more than one offer is received from the same principal Manufacturer/Producer, then, all the offers of the same principal Manufacturer/Producer will be rejected including the direct offer, if any.
- 1.3** 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 (two) years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 1.4** 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 break-up and quantities (in the Sealed Price Bid) for supplying the material from different Works.

2.0 ELIGIBILITY CRITERIA: Suppliers/Manufacturers with the following Pre-Qualification Criteria (PQC) are eligible to participate in the Tender.

- (a) The Tenderer should have experience in Complete Cast House Management i.e., Supply, Application and Management of all the 4 Main Runner/Trough along with connecting runners of a tap hole, for a guaranteed throughput, in Blast Furnaces having a volume of 3200 m³ and above.

(or)

The Tenderer should have experience in managing (Supply, Application and Management) of at least 2 Main runners/Troughs along with connecting runners of a tap hole, for a guaranteed throughput, 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 **Part-A: Techno-Commercial Bds.** 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.

However, Registered Vendors with RINL/VSP need not submit the PQC documents.

3.0 CREDENTIALS AND SUPPORTING DOCUMENTS:

Tenderers who responds to this Open Tender is not presently enlisted with RINL/VSP, they are requested to furnish copies of the following documents separately in a sealed envelope super scribing **"CREDENTIALS" and the Open Tender reference** along with the tender:

- a) Notarised Statutory Manufacturing/Service Industry Registration Certificate i.e., EM=Part II issued by DIC/NSIC, DIC Registration Certificate for the same / similar items for MSEs.

(or)

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

(or)

Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private/Public Limited companies

- b) Notarized Copy of Proprietary/Partnership deeds in case of Proprietary / Partnership firms.
- c) Notarized copy of Excise, Sales Tax (CST, VAT), Service Tax Registration Certificates and PAN card copy in the Name of Company in case of Limited Companies (or) in the name of individuals in case of Proprietary firms.

- d) Self-certified Financial worth and Audited Financial Statements for the last 3 (three) years.
- e) Self-certified Acceptance to Tender/Purchase Orders/Contracts copies for the same or similar tendered item(s).
- f) Self Certified copies of Other Credentials like ISO Certificates etc

Kindly note that the above information is required to assess the credibility of the Vendor not presently enlisted with RINL/VSP. The tender of un-listed vendor shall necessarily accompany the above documents. The tender of such un-listed Vendor shall be rejected, if RINL/VSP finds that the credibility of the un-listed Vendors is not satisfactory on the basis of the documents furnished. Further, the Tenderer is required to submit the duly filled in **CHECK LIST** for credentials along with the tender. The **CHECK LIST** format is enclosed at **ANNEXURE-VII** of Open Tender Document. 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.

4.0 SPECIFICATIONS/SCOPE OF WORK :

- 4.1 RINL/VSP requires "Refractories for Full Castable Runner System for BF-1" as per the Technical Specifications/Scope mentioned at **ANNEXURE-II** of Open Tender Document.
- 4.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit / weightage.
- 4.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Tenderer and included in the Acceptance to Tender/Purchase Order.

5.0 QUOTING OF PRICES :

- 5.1 The price of the Material should be quoted in Indian Rupees (INR) per Ton of Hot Metal Throughput for FOR VSP Stores, Visakhapatnam basis inclusive of all Taxes, Duties and levies applicable on the due date for submission of tender. The payment shall not exceed the LNCP so arrived in INR.

5.1.1 Taxes & Duties:

- 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 on the due date for submission of tender. For supplies on CST basis, C-Form, if required shall be issued by RINL/VSP. Any new Taxes and Duties and any changes in Taxes and Duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the Taxes and Duties applicable on the date of supply as well as the due date for submission of tender. Any new Taxes and Duties and any changes in Taxes and Duties beyond the contractual delivery period shall be borne by the successful Tenderer. Entry Tax as applicable on the Sale Price (Basic Price + Excise Duty + Freight + any other charges paid by RINL/VSP to the successful Tenderer 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.

- **Value Added Tax (VAT):** VAT in the State of Andhra Pradesh (A.P) is introduced with effect from 01.04.2005. This replaces APGST Act from that date. Tenderers from the State of Andhra Pradesh should be registered under VAT and shall confirm submission of VAT invoice to enable RINL/VSP to avail the input credit. Also, the Tenderers from A.P shall indicate the TIN (Tax Identification Number) under VAT. Evaluation of such offers will be done considering this credit that would be available to RINL/VSP.

5.2 Tenderers must indicate **Excise Assessable Value w.r.t each of the quoted items in the Price Bid (VOLUME-II of the Open Tender Document)**. In case Excise Assessable Value is not mentioned in the Price Bid, Basic Unit Price quoted for such item(s) shall be considered as Excise Assessable Value and the offer shall be evaluated accordingly. If it comes to the notice of RINL/VSP at any point of time that Excise Assessable Value of any item supplied by the successful Tenderer against the Acceptance to Tender/Purchase Order placed against this Invitation to Open Tender (ITT) is less than the value indicated in the Price Bid, payment shall be released taking such lower Excise Assessable Value into consideration and no claims whatsoever on this account shall be entertained.

5.3 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 prices quoted in figures and words, the prices quoted in words shall prevail. In case of any discrepancy in the price quoted and the break-up indicated, the price quoted shall prevail and the break-up shall be back calculated from the quoted Price.

5.4 Any revised bids received after the opening of the Techno-Commercial bid shall be rejected unless it has been furnished in response to a specific request from RINL/VSP.

5.5 **Price Firmness** : Prices quoted by the Tenderer shall be **firm and fixed for the entire period of Tenderer's performance of the Acceptance to Tender/Purchase Order** and shall not be subject to any variation on any account (**VITAL**).

6.0 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 (21st day for Local Micro and Small Enterprises subject to submission of documents as

stipulated vide **Clause : 13.2.1 below**) after the receipt of the material. The Supplier shall submit the bills to the Finance Section for processing of payment, with all requisite documents/details before 15 days (7 days for Local MSEs) 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 (7 days for Local MSEs) from the date of certificate issued by HOD(BF)I/c (or) his authorized representative.

The payment shall not exceed the LNCP so arrived against this Tender

B. For Application:

1. For Major Repair: (For quantity applied)

- i) 50% of Application charges 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 % of Application charges 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 % of Application charges 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% of Application charges 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% of Application charges 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 % of Application charges 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% of Application charges shall be released within 7 days against submission of Clearance certificate issued by Contract Labour Cell of VSP.

Note: If the Runner 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.

- 6.1 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking/evaluation purpose
- 6.2 **Modvatable documents:** The successful Tenderer 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 RINL/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.
- 6.3 Payment shall be made directly through Electronic Fund Transfer (EFT) or RTGS mode to the successful Tenderer's Bank Account on the due date for which, the Tenderer has to furnish Bank Account details in the format prescribed by RINL/VSP which may be downloaded from the RINL/VSP's website and submit along with their offer

7.0 STATEMENT OF DEVIATIONS:

- 7.1 Tenderers shall submit along with their offer confirmation of their acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **ANNEXURE-IV** of Open Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL/VSP's terms and conditions in **Part – A: Techno-Commercial Bid**.
- 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-IV (A)** of Open Tender Document. However, the tender shall be liable for rejection/consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 7.3 No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

8.0 LOADING ON ACCOUNT OF DEVIATIONS:

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

9.0 EVALUATION OF THE OFFERS :

- 9.1 The Technically and Commercially Acceptable offers submitted will be **evaluated on Landed Net of Cenvat Price (LNCP) basis per Ton of Hot Metal throughput for Supply cum Application basis i.e., {(LNCP for Supply cum Application of Total Bill of Firm quantity as quoted in Techno-Commercial bid, required for achieving Guaranteed Hot Metal Throughput of 5 Million Tonnes)/ 50,00,000 MT}** and the decision of the RINL/VSP in this regard shall be final and binding.

The Set Quantity mentioned in the Tender is only approximation. The Tenderer should quote the actual quantity after studying the detailed drawings of Full Castable Runner system of BF-1 to achieve the Guaranteed Throughput of 5 (five) Million Tons of Hot Metal. **The quantity quoted in the offer will be considered as the final for evaluation and further changes will not be allowed.**

- 9.2 **RINL/VSP , after opening the Techno-Commercial Bids, may seek in writing documents/clarifications (except in case of EMD) from the Tenderers which are necessary for evaluation of the Tenders for confirmation of eligibility/pre-qualifications stipulated, etc in the OPEN Tender document.**

- 9.3 **Offers received in single Bid (which otherwise contains all necessary details for evaluation of the Tender as per the Open Tender Terms) and offers received in Two Bids which contain details of the prices in the Techno-Commercial Bid but, also accompanied with Sealed Price Bid shall be considered for evaluation subject to the condition that there is no vitiation to the Tendering process i.e., neither the Tenderer revise their prices nor submit revised Price Bids after opening of the Techno-Commercial Bids, unless otherwise sought by RINL/VSP.**

In case of offers which contain details of the prices in the Techno-Commercial Bid accompanied with Sealed Price Bid, Sealed Price Bid offer only shall be considered for evaluation.

- 9.4 In case any Tenderer is silent on any Clauses mentioned in this Tender document, RINL/VSP shall construe that the Tenderer had accepted all the Clauses as per this Invitation to Open Tender.
- 9.5 RINL/VSP shall be conducting reverse e-auction prior to opening of the Sealed Price Bids of all the Technically & Commercially Acceptable (TA & CA) Tenderers. All the TA & CA Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at **Clause 9.5.1 below**. In case of reverse e-auction, the Tenderers would be required to quote prices **only on the basis of Landed Net of Cenvat Price (LNCP) per Ton of Hot Metal throughput for Supply cum Application basis**. Modalities of evaluation of Landed Net of Cenvat Price are given at **Clause 9.5.4 below**.

9.5.1 RINL/VSP will inform all the TA & CA Tenderers of the date and time of reverse e-auction for participation. All the Tenderers would have to generate user ID & Password by following the steps as given hereunder:

- Go to www.vizagsteel.com
- Click on auctions link.
- Click on MM Reverse e-auctions
- Click on “new user!!! Click to register” for generating user ID and fixing corresponding password.

9.5.2 Definition of key terms for reverse auction and RINL/VSP’s reverse e-auction user manual is uploaded on RINL/VSP’s web site: www.vizagsteel.com under Auctions Menu and MM reverse auctions sub menu.

9.5.3 After the Reverse e-auction is conducted, the lowest bid Tenderer shall submit the break - up of LNCP in the format of Illustration immediately after completion of reverse e-auction. The Sealed Price bids of all the TA & CA Tenderers irrespective of their participation in the reverse e-auction , shall be opened in two working days, so as to enable them (or) their Authorised representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.

9.5.4 Based on the prices so received through reverse e auction and the Sealed Price Bids in the physical mode of Tender, a Composite Comparative Statement shall be made considering the lower of prices of the Sealed Price Bids and reverse e-auction of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 price (LNCP) so arrived.

A sample Calculation Sheet arriving at Landed Net of Cenvat Price (LNCP) per Ton of Hot Metal Throughput is as given below.

S.No.	Price Component	CST@2% (Rs.)	VAT@14.5% (Rs.)
1	Basic Price/Set for Supply	1,00,00,000.00	1,00,00,000.00
2	Packing & Forwarding/Set for Supply	2,00,000.00	2,00,000.00
3	Excise Duty& Cess @ 12.5 % on [S.Nos.1+2]	12,75,000.00	12,75,000.00
4	Sales Tax on (S.Nos.1+2+3)*CST (or) VAT	2,29,500.00	16,63,875.00
5	Freight/Set for Supply	5,00,000.00	5,00,000.00
6	Landed Cost/Set for Supply (S.Nos.1+2+3+4+5)	1,22,04,500.00	1,36,38,875.00
7	Input Tax Credit @11.23% on (S.Nos.1+2+3)	NA	15,22,732.50
8	Landed Net of Cenvat/VAT Price (LNCP/Set) for Supply [S.Nos.6-3-7]	1,09,29,500.00	1,08,41,142.50
9	Application Charges/Set	10,00,000.00	10,00,000.00
10	Service Tax/Set @14% on S.No.9	1,40,000.00	1,40,000.00
11	Swachha Bharat Cess @0.5% on S.No.9	5,000.00	5,000.00
12	Krishi Kalyan Cess @0.5% on S.No.9	5,000.00	5,000.00
13	Landed Cost for Application Charges/ Set (S.Nos. 9+10+11+12)	11,50,000.00	11,50,000.00

14	Landed Net of Cenvat/VAT for Application [S.Nos.13-12]	10,05,000.00	10,05,000.00
15	Total Landed Cost for Supply cum Application(S.Nos.6+13)	1,33,54,500.00	1,47,88,875.00
16	Total LNCP for Supply cum Application (S.Nos.8+14)	1,19,34,500.00	1,18,46,142.50
17	Cost MT of Hot Metal Throughput (Overall LNCP/ 50,00,000) (S.No.16/ 50,00,000)	2.3869	2.3692

The applicable Input Tax Credit (ITC) for VAT @5% is 1.74% and for VAT@14.5% is 11.23%

Note: Any revision in Taxes & Duties which are statutory in nature, Inland Transportation, Handling Charges, etc prevailing at the time of Reverse e-auction/opening of Sealed Price Bids (as the case may be) shall be considered for evaluation of the offers.

10.0 VALIDITY OF OFFER:

Tenderers shall keep their offer valid for acceptance by RINL/VSP for a period of atleast 120 (One Hundred and Twenty) days from the actual date of tender opening.

11.0 EARNEST MONEY DEPOSIT:

11.1 The tender shall be considered only if **EARNEST MONEY DEPOSIT (EMD) (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 for an amount Rs.37,50,000/- (Rupees Thirty Seven Lakh and Fifty Thousand only) is to be submitted along with or prior to opening of **Part - A: Techno-commercial Bid.**

11.2 Account payee Demand Draft/Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding—Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if EMD is submitted in US Dollars/Euro, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the Tenderer. No interest shall be paid for the EMD.

11.3 A Bid Bond in the form of a Bank Guarantee as per the prescribed pro-forma at **ANNEXURE-VI** of this Open Tender Document shall be established in favour of RINL. No change in the prescribed pro-forma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **ANNEXURE-VI A**. The Bid Bond shall be established by any Nationalised / Scheduled Commercial Bank through their Branch / associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds issued by Co-operative banks are not accepted. The Bid Bond shall be valid for **150 (One hundred**

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

11.4 The 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 (VITAL). The Bid Money will not earn any interest.** Tenderers may please note that the offers received without Bid Bond/Bid Money of requisite value shall be rejected summarily. Previous deposits with RINL/VSP, if any, by way of Bid Money, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without Bid Money

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

- 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/VSP for the tendered item(s).

SSIs / MSEs and Units registered with RINL / VSP for the tendered item(s) need to submit notarized copies of the relevant, valid registration certificates for claiming exemption of EMD.

However, they are required to establish the Performance Guarantee Bond as per **Clause 12.0 of ANNEXURE-VIII** of the Open Tender document.

11.6 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 Performance Guarantee Bond is not submitted within the time allowed as per the terms and conditions after RINL/VSP communicates Acceptance of Tender/Acceptance to Tender/Purchase Order in accordance with **Clause 12.0 of ANNEXURE-VIII** of the Open Tender document.

12.0 PURCHASE PREFERENCE:

- 12.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide **Clause 12.2.1 below**.
- 12.2 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 **Clause 6.0 above** by Local Micro & Small Entrepreneurs (Local SSIs):
- 12.2.1 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 **Clause 12.2 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).

13.0 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS IN THE TECHNO-COMMERCIAL BID (Part - A)

- 13.1 The Tenderers shall submit all the relevant information/data/documents as specified in the **CHECK LIST ANNEXURE-VII** of Open Tender Document and also submit the **CHECK LIST** confirming the same along with **Part - A: Techno-Commercial** part of the Bid.

14.0 SUBMISSION OF OFFERS:

The offer shall be submitted in two parts.

Part - A : Techno-Commercial Bid

Part - B : Price Bid both in two separate sealed envelopes.

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

- a) Bid Money / Bid Bond.
- b) Tender document downloaded from RINL's website duly signed on all pages including the Invitation to OPEN Tender, Instructions to Tenderers and Terms and Conditions of draft Acceptance to Tender/Purchase Order in token of acceptance. The Tenderer should not alter the Terms and Conditions of Order and other documents forming part of the tender document downloaded from the website of RINL/VSP and submit the deviations, if any, separately in the Statement of Deviations.

c) Detailed offer together with its enclosures. The details shall include all details on Technical Specifications/Scope of Work, other information/data/documents (as at **Clause 13.0 above** and **ANNEXURE-VII** of Open Tender Document)/confirmations/any deviations except prices. A price format as in the **Part - B** after blanking the prices (but indicating the percentage of Taxes and Duties) shall also be placed in the **Part - A**. However, no indication of price in any form, shall be given in **Part - A**.

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.

Each page of the offer and its enclosures should be signed by the Authorized Officer(s) of the Tenderer along with seal of the Company/Firm indicating the Name and status of the signatory.

The Techno-Commercial bid should not contain any indication of prices.

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 in the Open 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.

- 14.2 The sealed envelopes with **Part - A & Part - B** of the offer should bear, in Block capital letters, superscription "**Supply, Application & Maintenance of Full Castable Runner System for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) Runners**" against **Open Tender No: PUR.20009308/0011 Dt.08.02.2017 with Tender Opening due on 08.03.2017**

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

- 14.3 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 Open Tender No. PUR.20009308/0011 dated: 08.02.2017 due on 08.03.2017**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

- 14.4 Copies of the offer should not be sent to any other Officer of RINL.
- 14.5 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.
- 14.6 **The offers received by RINL/VSP, which deviate from the VITAL conditions of the tender, as specified below, shall be liable for rejection:**
- a) Incomplete offers, without appending signature on the offer and the prescribed formats.
 - b) Receipt of offers after the due date and time and/or by Fax/E-mail.
 - c) Variable price being quoted against requirement of firm and fixed price
 - d) Offers not accompanying the requisite EMD/Bid Bond in line with the tender conditions unless exempted for any reasons specified herein.
 - e) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this tender document.
 - f) Offers not confirming the acceptance of Integrity Pact.
 - g) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.
 - h) Offers not meeting the Eligibility Criteria / Pre-Qualification Criteria
- 14.7 Tenders submitted against the Open Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offers may submit their revised offers 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).

15.0 LANGUAGE OF THE BID:

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

16.0 COMPLETENESS OF THE TENDER:

- 16.1 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.

- 16.2 Any special condition of the offer shall be clearly spelt out by the Tenderer prominently in the offer. No revision in the terms and conditions of the offer will be entertained after the price bid opening.
- 16.3 RINL/VSP shall at its discretion give equal opportunity to all the Tenderers for clarification/rectification of any deficiencies in the tender (except, EMD) and seek clarifications/confirmations/documents/withdrawal of deviations from the Terms and Conditions of Tender. In case of failure to rectify the deficiencies within the time given, the tender would be rejected/loaded as mentioned at **Clauses 8.0**. In case of rejection, **Part-B** (Price Part) of the tender would be returned unopened and EMD would be refunded. RINL/VSP shall not give opportunity as above for submission of Bid Money/Bid Bond.

17.0 ACCEPTANCE OF TENDER/ACCEPTANCE TO TENDER/PURCHASE ORDER:

When the offer of a Tenderer is found acceptable, RINL/VSP will issue an Acceptance to Tender/Purchase Order to the successful Tenderer, which shall constitute a valid and binding contract.

18.0 ETHICS:

- 18.1 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 Tenderer will be debarred from participation in all RINL/VSP tenders for a period of 5 (five) years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to RINL/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.
- 18.2 RINL/VSP requires that Tenderers/Suppliers/Contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, RINL/VSP defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything 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 the Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RINL/VSP of the benefits of free and open competition. RINL/VSP 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. RINL/VSP will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if at any time

determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

- 18.3 In case the Technically and Commercially acceptable lowest price offered Tenderers backs out after tender is opened in single bid tender and in two bid tender after Techno-Commercial Bid/Price Bid is opened or after finalization of contract punitive action shall be taken as per the prevailing guidelines of RINL/VSP

19.0 RIGHT TO REJECT TENDERS:

RINL/VSP does not pledge itself to accept the lowest or any other tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tendered and Tenderes shall supply the same at the rate quoted.

20.0 AUTHORISATION:

Representative of the Tenderers is required to produce Letter of Authorization, if they are to be permitted to attend tender/price bid opening.

21.0 TDS CERTIFICATE:

- 21.1 The successful Tenderer/Contractor shall submit Permanent Account Number (PAN) to the Employer (RINL/VSP). The successful Tenderer/Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.
- 21.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the successful Tenderer/Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.
- 21.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the successful Tenderer/Contractor.
- 21.4 However, all Corporate Income Tax assessed on the successful Tenderer/Contractor in India in connection with the execution of the contract shall be borne by the successful Tenderer/Contractor and no such liability shall be assumed by the Employer.
- 21.5 In case of supply from outside AP State, successful Tenderer/Contractor shall ensure dispatch the material against PO along with e-waybills. In case of non-adherence to this by successful Tenderer/Contractor, the financial

implication, if any on this account shall be to the successful Tenderer/Contractor 's account only.

22.0 INTEGRITY PACT: Tenderer is required to accept the “Integrity Pact” placed as **ANNEXURE-X** to Open Tender Document and shall submit the same duly signed and stamped along with the Techno-Commercial Bid. **Offers not confirming the acceptance of Integrity Pact will not be considered.**

22.1 The details of Independent External Monitors nominated for this tender are given hereunder :

Sl.No.	Name of the Independent External Monitor (I E M)
1	Shri VENU GOPAL K NAIR, P-1, Chakola Water Ford, Pandit Karuppan Road Near Sacred Heart College, Thevara, Cochin – 682 013. Mobile No. +91 9447500010 , P&T : 0484-2664223 E-mail: vgknair@gmail.com
2	Shri SIVA PRASAD RAO, Flat No. 4 H, South Park Apartment, Opp. HDFC Bank Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No. +91 9908511188 E-mail : sivaprasadrao1950@gmail.com ; spr50@rediffmail.com

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

GENERAL MANAGER(MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031.

23.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS:

23.1 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.

23.2 **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) and General Conditions of Contract for Supply).**

**ANNEXURE-II OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

SPECIFICATIONS/SCOPE OF WORK FOR “SUPPLY, APPLICATION & MAINTENANCE OF FULL CASTABLE RUNNER SYSTEM FOR BF-1 FOR ACHIEVING GUARANTEED THROUGHPUT OF 5 MILLION TONS OF HOT METAL FROM 4 (FOUR) RUNNERS”

1.0 GENERAL:

Presently, Full Castable Runner system of BF-1 is being handled on Supply, Application and Maintenance basis for Guaranteed Hot Metal Throughput of 5 Million Tons

The successful Tenderer/Supplier will take over and start the installation, repair and maintenance activities of full Castable Runner system of BF-1 in a phased manner. The successful Tenderer/Supplier will take over a particular main runner/trough, once the guaranteed throughput is achieved in that particular runner by the previous supplier, and will do the installation. Thereafter, the hot metal accounting for throughput from that particular runner will be considered under successful Tenderer/Supplier account. Subsequently, depending upon the repairs required in other main runners/trough, the successful Tenderer/Supplier will take over that main runner/trough along with metal runner, slag runner, tilting runner, bypass runner, tap hole including futlyre and tap hole frame.

The full scope of work is provided in **Para 3.0 below**.

The successful Tenderer/Supplier 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 Runner).

The successful Tenderer/Supplier may study the Runner system along with the backup lining to satisfy themselves. The drawings are available with the BF department. It may be noted that the complete backup lining (sides & bottom) along with “Copper plates” for temperature measurement is to be replaced with pre-cast slabs and new “Copper plates” for temperature measurement. This will be under successful Tenderer/Supplier’s scope of work. Hence, the successful Tenderer/Supplier should consider this aspect while quoting.

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

The Full Castable Runner System of BF-1 is to be installed, repaired & maintained by the Supplier. BF-1 is having 4 tap holes and each tap hole will have:

- i) Main Runner /Trough including Skimmer
- ii) Total Metal Runners including spout.
- iii) Entire Slag Runners.
- iv) By-pass Runners
- v) Rocking Runners/Tilting runners.
- vi) Tap Hole including futlyre & taphole frame

2.0 OPERATING CONDITIONS:

- (i) The successful Tenderer/Supplier will suitably install, repair and maintain the full Castable Runner system of BF-1 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

Temp. 1450 to 1650 Deg. Centigrade

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 a daily rate of 5000 Tons to 8000 Tons, depending upon the requirement. The Runner system made of the Castable supplied by the successful Tenderer/Supplier should withstand such level of daily hot metal production.
- (iii) The Runner system made of the Castable supplied by the successful Tenderer/Supplier 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/ Trough will be in running condition, one tap hole/Trough will be in standby and one will be under repair. Hence, the successful Tenderer/Supplier will ensure the availability of Runners as per VSP's tapping schedule.

3.0 SUPPLIER'S SCOPE:

The detailed scope of work for the successful Tenderer/Supplier will be as follows:

- i) The successful Tenderer/Supplier will make the selection and supply back up lining, 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 Runner systems with 1.25 MT in each main Runner.

The backup lining bricks (sides & bottom) are required to be replaced with pre-cast slabs in all the four runners.

- ii) The Sequence of taking over of the Runner System should be subsequent, i.e., taking over one Runner 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 Runner, 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 Runner), 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 Runner) opening to drain out the hot metal and slag from the main Runner 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 Runner 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 free of cost.

- Erection of refractory blocks of back up lining (during changing of backup lining).
 - Mixing and installation of Castable in the Runners.
 - Setting of Castable and removal of formas.
 - Air drying of the installed Castable.
 - Heating of Runners to the required temperature as per the recommended schedule and as agreed upon by both the successful Tenderer/Supplier and VSP. However, fuel required for heating (Coke Oven Gas) will be supplied by VSP free of cost.
 - Closing of By-Pass Runner opening. However, necessary mass required for closing the Perival will be provided by VSP free of cost.
 - Co-ordination for placement of Runner covers before taking the Runner into operation. However, Cast House Crane will be provided by VSP free of cost.
 - Cleaning of work area after each repair.
- v) The successful Tenderer/Supplier 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 Runners, such intermittent patchings will be done depending upon the physical conditions of the Runners 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 successful Tenderer/Supplier.
- viii) Design and fabrication of metallic burners required for Runner heating. VSP will provide the SS pipe required for burner preparation to the successful Tenderer/Supplier free of cost.
- ix) Refractory maintenance of minor nature of the Runner covers. However, the refractory required for this will be supplied by VSP free of cost.
- x) The successful Tenderer/Supplier will provide trained & skilled supervisor on round the clock basis to monitor and supervise all Runners for safe and uninterrupted operation of Runners. Their supervisor will monitor the temperature of the thermocouples installed behind the precast blocks, which are connected to the control room. The party will ensure continuous record of temperature for better life of Runner system and better maintenance of Runner. The successful Tenderer/Supplier has
- Open Tender No. PUR.20009308/0011 Dt.08.02.2017 Page No.26 of 61

to arrange supervisors with past experience of Blast Furnace cast house operation in all the 3 shifts & 'G' shift.

xi) Monitoring of Runner heating temperature through radiation gun as per the heating schedule.

xii) The successful Tenderer/Supplier 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 Runners free of cost.

xiii) The successful Tenderer/Supplier 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 successful Tenderer/Supplier will prepare the Runner for the next tapping as per the tapping schedule. This involves the removal of metal and slag jams in the Runners (main Runner, metal Runner and slag Runner) and spraying of sand, Rick husk etc. on the Runners. The successful Tenderer/Supplier will ensure availability of his manpower in all the three shifts for this job. Readiness of Runner 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 tap holes 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 successful Tenderer/Supplier 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 successful Tenderer/Supplier 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 successful Tenderer/Supplier 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-contractor) 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. 2,100/- 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 for runner preparation depending on the availability.
- iv) Providing services like water, electricity, compressed air, Oxygen for lancing and Coke-Oven gas for heating up of the Runners.

- v) Steel required for making Runner formas and burners for Runner 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 Runner) opening, 1/4" dia lancing pipes will be provided free of cost by VSP. The successful Tenderer/Supplier will open the perival by Oxygen lancing.

5.0 PERFORMANCE GUARANTEE:

- i) The guaranteed throughput from a Main runner/Trough is 1.25 Million Ton of hot metal & 5 Million Tons of hot metal throughputs for four Main runners/Troughs.
- ii) The guaranteed throughput is to be achieved after each Major Repair is 1, 40,000 Tons of hot metal with one in-between patching (Minor repair) for each Main runner/Trough.

The successful Tenderer/Supplier will undertake maximum 9 major and 9 minor repairs per trough to achieve 1.25 Million Tons of hot metal throughput (including installation).

- iii) The metal runner, slag runner and tilting runners connected to the Main runner/Trough, will experience intermittent patching (at the discretion of BF Site-in-Charge) which will be done by the successful Tenderer/Supplier without disturbing the operation of the Cast House.
- iv) The maintenance, repair and availability of all runners (Main runner/Trough, metal runner, slag runner, by pass runner, tilting runner, tap hole including futlyre and tap hole frame) of BF-1 Full Castable Runner System is to be taken care by the successful Tenderer/Supplier; in order to achieve the guaranteed throughput.

6.0 SET QUANTITY:

- i) The set quantity mentioned below is for estimation purpose. **The Tenderers should quote the actual quantity after studying the detailed drawings of full Castable Runner system of BF-1 / visiting site, if required; 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.**

Item Description	No. of Units	Qty / Unit (approx.)	Material Requirement (approx.)
Main Runner including Skimmer. (also including back up lining if required)	4	350 MT	1400 MT
Total Metal Runner	4	100 MT	400 MT
By-Pass Runner	4	5 MT	20 MT
Rocking Runner	4 + 3 SPARE	80 MT	560 MT
Entire Slag runner	4	80 MT	320 MT
Tap Hole including futlyre & taphole frame.	4	25 MT	100 MT
Total Material			2800 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 performance clause), and the reason for the same is :-

I. Attributable to the successful Tenderer/Supplier - 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 successful Tenderer/Supplier for achieving a guaranteed throughput of 5 Million Tons) then the successful Tenderer/Supplier will supply the material on FOC basis.

II. Attributable to VSP - then the guaranteed throughput will be certified as deemed achieved by VSP.

Note: The decision of engineering in charge will be considered final in this regard.

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 successful Tenderer/Supplier for achieving a guaranteed throughput of 5 Million

Tons), then the successful Tenderer/Supplier will supply the material on FOC basis. For FOC material, ED based on EDGP gate pass submitted by successful Tenderer/Supplier is only reimbursable by RINL for availing cenvat benefit ; Freight, Taxes and other levies are not reimbursable.

- iv) If it is found that actual consumption is lesser than the ordered quantity, then the successful Tenderer/Supplier will not supply the balance material and if any leftover material found available at site, it will be taken back by them on successful Tenderer/Supplier's cost and whatever amount paid for the supply will be deducted for the quantity taken back.
- v) The successful Tenderer/Supplier 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 the successful Tenderer/Supplier
- vi) In case of tap holes (trough) shifting, due to reasons attributed to the successful Tenderer/Supplier as decided by the Engineer in charge, a penalty of Rs. 25,000 (Rupees twenty five thousands only) lump sum shall be levied on the successful Tenderer/Supplier, for each shifting.
- vii) The Penalty amount will be an absolute amount. ED, ST, or any other levies are not applicable.
- viii) The successful Tenderer/Supplier will have to submit the consolidated material consumption statement at the end of every month.

7.0 REPAIR SCHEDULE:

- i) The successful Tenderer/Supplier will have to handover the Runner System 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 successful Tenderer/Supplier within the schedule time.
- ii) The successful Tenderer/Supplier will complete all minor repairs in Runner system within 24 hours and handover the Runner to VSP operation. VSP will ensure providing all equipments & materials as per scope of supply of VSP for completing the repair job by the successful Tenderer/Supplier 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 successful Tenderer/Supplier should adhere strictly to the repair schedule.

8.0 DELIVERY:

- i) The Castable for the first campaign may be required in the month of June'2017 (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-1 site just before the requirement arises i.e. during repair. Hence, the successful Tenderer/Supplier should continuously monitor the condition/throughput of Runner System and ensure required material is always available at site/stores for under taking repairs as per requirement. The successful Tenderer/Supplier should ensure that the required material is available at stores always. The successful Tenderer/Supplier will supply the material to VSP Stores & transportation from stores to BF site is in the scope of VSP.
- ii) The successful Tenderer/Supplier will ensure availability of sufficient material at site well in advance for each major repair and to meet any urgent requirement at BF-1 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.

**ANNEXURE-III OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

**LETTER OF AUTHORITY FROM ESTABLISHED
MANUFACTURER/PRODUCER OF “SUPPLY, APPLICATION &
MAINTENANCE OF FULL CASTABLE RUNNER SYSTEM FOR BF-1
FOR ACHIEVING GUARANTEED THROUGHPUT OF 5 MILLION
TONS OF HOT METAL FROM 4 (FOUR) RUNNERS”**

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: OPEN Tender Notice No. PUR.20009308/0011 dtd. 08.02.2017

1. We, (Name & Address of the Manufacturer/Producer) an established and reputed Manufacturer/Producer of (Material) do hereby authorise M/s.....(Name and Address of Tenderer) to make an offer in response to this invitation to OPEN 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/VSP 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 Manufacturer/Producer with seal)

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

**ANNEXURE-IV OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

**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 OPEN Tender Notice No.PUR.20009308/0011 dtd.08.02.2017
2) Our Offer No.

1. With reference to your OPEN Tender Notice No. PUR.20009308/0011 dtd.08.02.2017 for "Supply, Application & Maintenance of Full Castable Runner system for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) runners", we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

**ANNEXURE–IV (A) OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

STATEMENT OF DEVIATIONS

S.No.	Condition(s)	Clauses	Deviation
1			
2			
3			
4			
5			

ø ø ø ø ø ø ø ø ø ø ø ø ø ø .
Signature and Seal of the Tenderer

ANNEXURE-V OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)

DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED
ALONG WITH TECHNO-COMMERCIAL BID: Part - A OF OFFER

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Qty offered	
3	Minimum lead time required for delivery of first lot	
4	Statutory Registrations:	
	a) CST/VAT No and Date	
	b) Central Excise No.	
	c) IT/PAN No.	
	d) Industrial/Trade License	
5	User ID for participation in e-reverse auction (Clause 9.5.1 of Instructions to Tenderers)	
6	Tenderer's Bank account details	
	a) Name of the Bank	
	b) Address	
	c) Swift Code	

Signature and Seal of the Tenderer

**ANNEXURE-VI OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

PRO-FORMA OF BANK GUARANTEE(BG) FOR BID BOND

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

To be established through any Nationalised / Scheduled Bank through their Branch/Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant,
Administration Building,
Visakhapatnam-530 031.
INDIA.

Bank Guarantee No..... dated.....

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide OPEN Tender No. Dated..... (hereinafter referred to as the said Invitation to Tender) for "Supply, Application & Maintenance of Full Castable Runner system for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) runners"

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 INR (INR only) valid upto 150 days from the date of opening of tenders as guarantee that the Tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of 4 (four) months 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 value of the quantity ordered on Landed Cost basis and on the terms accepted by RINL, within 15 (Fifteen) days from the date of the Acceptance to Tender / Purchase Order.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the supply of the material on the basis of FOB/CFR terms.

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 INR (INR only). 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 Clause graphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 4 (four) months from the date of opening the tenders and also undertakes that this Guarantee can be invoked at the counters of our branch at Visakhapatnam address to on claim lodged on us and acceptable..

For and on behalf of _____
(Name of the Bank)

Signature
Name ()

signatory Duly constituted attorney and authorised

Designation :

Name and Address :
of the Bank

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-VI (A) OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:

Party Code:

Tender No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

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

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

Signature of the Tenderer

Date:

**ANNEXURE-VII OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

CHECK LIST

Check List to be filled up and submitted along with Techno -Commercial Bid: **Part - A**

S.No	Tender Terms	Clause(s)	To be confirmed by the Tenderer
1	Quantity offered	2.0 of Invitation to Open Tender Notice	
2	Delivery schedule	3.0 of Invitation to Open Tender Notice	
3	Information/ Data/Documents, etc to be furnished by Tenderer	1.0 of ANNEXURE-I of Open Tender Document	
4	Letter of Authority from the Manufacturer/Producer	1.1 of ANNEXURE-I of Open Tender Document	
5	Eligibility/Pre-Qualification Criteria	2.0 of ANNEXURE-I of Open Tender Document	
6	Credentials of the Tenderer	3.0 of ANNEXURE-I of Open Tender Document	
7	Specifications/Scope of work	4.0 of ANNEXURE-I of Open Tender Document	
8	Price basis	5.0 of ANNEXURE-I of Open Tender Document	
9	Price Firmness	5.5 of ANNEXURE-I of Open Tender Document	
10	Payment Terms	6.0 of ANNEXURE-I of Open Tender Document	
11	Submission of Letter of Acceptance of Terms & Conditions	7.0 of ANNEXURE-I of Open Tender Document	
12	User ID for participation in e-reverse auction	9.5.1 of ANNEXURE-I of Open Tender Document	
13	Validity of the Offer	10.0 of ANNEXURE-I of Open Tender Document	
14	Earnest Money Deposit	11.0 of ANNEXURE-I of Open Tender Document	
15	Submission of Blank Price bid Format	14.1 of ANNEXURE-I of Open Tender Document	
16	Punitive Action	18.0 of ANNEXURE-I of Open Tender Document	
17	'Detailed Terms & Conditions for Invitation to ITT' and 'GCC for Supply'	23.2 of ANNEXURE-I of Open Tender Document	
18	Packing and Marking	5.0 of ANNEXURE-VIII of Open Tender Document	
19	Submission of Test cum	7.0 of ANNEXURE-VI of Open	

	Guarantee Certificate	Tender Document	
20	Weighment of the Supplies	9.0 of ANNEXURE-VIII of Open Tender Document	
21	Submission of 'Performance Guarantee Bond'	12.0 of ANNEXURE-VIII of Open Tender Document	
22	'Liquidated Damages' Clause	13.0 of ANNEXURE-VIII of Open Tender Document	
23	'Default' Condition	14.0 of ANNEXURE-VIII of Open Tender Document	
24	'Risk Purchase' Clause	15.0 of ANNEXURE-VIII of Open Tender Document	
25	'Transfer & Subletting'	18.0 of ANNEXURE-VIII of Open Tender Document	
26	'Force Majeure' Clause	22.0 of ANNEXURE-VIII of Open Tender Document	
27	'Arbitration' Clause	23.0 of ANNEXURE-VIII of Open Tender Document	

Signature & Seal of the Tenderer

**ANNEXURE-VIII OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

**TERMS AND CONDITIONS OF DRAFT ACCEPTANCE TO
TENDER/PURCHASE ORDER FOR “SUPPLY, APPLICATION &
MAINTENANCE OF FULL CASTABLE RUNNER SYSTEM FOR BF-1
FOR ACHIEVING GUARANTEED THROUGHPUT OF 5 MILLION
TONS OF HOT METAL FROM 4 (FOUR) RUNNERS”**

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 Open Tender (ITT), Acceptance to Tender/Purchase Order and amendments to Acceptance to Tender/Purchase Order 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 to Tender/Purchase Order.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the PURCHASER as per the Acceptance to Tender/Purchase Order.
- 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 to Tender/Purchase Order.

2.0 QUANTITY:

The SUPPLIER shall sell and the PURCHASER shall buy the quantity of the Material as mentioned in the Acceptance to Tender/Purchase Order in conformity with the Technical Specifications/Scope of the Work mentioned in the Acceptance to Tender/Purchase Order 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/Scope of Work as contained in the Acceptance to Tender/Purchase Order.

3.0 PRICES:

- 3.1 The prices shall be on FOR VSP Stores, Visakhapatnam basis and shall be as indicated in the Acceptance to Tender/Purchase Order.

- 3.2 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 at VSP Stores as per the schedule mentioned in the Acceptance to Tender/Purchase Order. The PURCHASER reserves the right to alter the delivery requirement according to stock position.
- 4.2 The period of delivery is the essence of the Acceptance to Tender/Purchase Order. The date of receipt of MATERIAL in PURCHASER's Premises shall be the date of delivery in respect of each consignment.
- 4.3 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, Punitive Charges etc, payable to Transporter

5.0 PACKING & MARKING:

5.1 PACKING:

The 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, ACCEPTANCE TO TENDER/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 Acceptance to Tender/Acceptance to Tender/Purchase 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 anything stated in this Article, the SUPPLIER shall be entirely responsible for loss, damage or depreciation to the MATERIALS occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

7.0 TEST CUM GUARANTEE CERTIFICATE:

- 7.1 The SUPPLIER shall submit Test Certificate from Government/Government approved labs or own lab along with every consignment 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 SUPPLIERS account) at PURCHASER's site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIERS responsibility and shall be made at his expense.

8.0 SPECIFICATIONS / SCOPE OF WORK: As per **ANNEXURE-II** of the Open Tender Document

9.0 WEIGHMENT OF THE SUPPLIES: All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at PURCHASER weighbridge shall be the basis for release of payment. The payment shall be restricted to the weight recorded at PURCHASER weighbridge or LR or Invoice weight whichever is lower.

10.0 PAYMENT TERMS: As per **Clause 6.0** of Instructions to Tenderers i.e., **ANNEXURE – I** of Open Tender Document

11.0 MODE OF PAYMENT

- 11.1 The PURCHASER encourages Electronic Fund Transfer (EFT) or RTGS for payment directly to the SUPPLIER's Bank Account on the due date for which the SUPPLIER has to furnish Bank Account details in the format prescribed by the PURCHASER. The SUPPLIER shall submit the following documents to the PURCHASER, all in 4 (four) copies unless otherwise specified:

- a) Signed Commercial Invoices containing the reference of the Acceptance to Tender/Acceptance to Tender/Purchase Order certifying that the

MATERIAL despatched is strictly in conformity with the Order - in quadruplicate.

- b) Copy of Railway Receipt/Lorry Receipt in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam.
- c) Certificate issued by the Material Producer who has supplied the cargo, certifying that they have supplied the cargo to the SUPPLIER.
- d) Test cum Guarantee Certificate issued by the Material Producer.
- e) Packing list – in duplicate
- f) Accepted GARN (Goods Acceptance / Rejection Note) issued by the Purchaser – in duplicate

Within 2 (two) days from the date of Railway Receipt, the SUPPLIER shall despatch two advance sets of the above documents mentioned in respect of each consignment by Courier directly to the PURCHASER

12.0 PERFORMANCE GUARANTEE BOND:

- 12.1 The SUPPLIER should submit the Performance Guarantee (PBG) bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Asst. General Manager (MM)-Purchase, RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI/Acceptance to Tender/Purchase Order, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per pro-forma at **ANNEXURE-IX** of Open Tender Document, for an amount covering 5% (five percent) of the value of the quantity ordered on Landed Cost basis. No change in the prescribed pro-forma 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 enclosed at **ANNEXURE-IX (A)** of Open Tender Document.
- 12.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 12.3 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender/Purchase Order.
- 12.4 The SUPPLIER 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/Purchase Order.

- 12.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 180 (one hundred and eighty) days from the date of receipt of the last consignment of the MATERIAL. The BG should be signed on all pages by the concerned Officer(s) of the Bank whose Name, Designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the SUPPLIER, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.
- 12.6 Performance Guarantee Bond shall be released after 120 days from the date of receipt of last consignment (or) 30 days after consumption of the total material supplied, whichever is later, subject to clearance from the User Department and settlement of claims on account of overloading/demurrage, in case of rail/road despatches under the Acceptance to Tender/Purchase Order .

13.0 LIQUIDATED DAMAGES:

In the event of the SUPPLIER'S failure to deliver the MATERIAL within the time(s) specified for delivery, the PURCHASER shall recover from the SUPPLIER, liquidated damages not by way of penalty a sum of 0.5 % of the price of any MATERIAL which the SUPPLIER has failed to deliver as aforesaid for each week or part of week, during which delivery of such MATERIAL may be in arrears subject to a maximum of 10 % of the value of the MATERIAL in arrears. However, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Clause 22.0 hereinafter**. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

14.0 DEFAULT:

Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender/Purchase Order 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/Purchase Order as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER 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 SUPPLIER's default. This Clause is however subject to Force Majeure vide **Clause 22.0 herein below**.

15.0 RISK PURCHASE:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, 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/Purchase Order as stated in **Clause 14.0 herein above** may be either for whole or part of the Acceptance to Tender/Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender/Purchase Order 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 SUPPLIER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender/Purchase Order by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender/Purchase Order to the extent it is not terminated under the provisions of this Clause.

16.0 RECOVERY OF SUMS DUE:

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 the PURCHASER. 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.

17.0 RESPONSIBILITY:

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.

18.0 TRANSFER AND SUB-LETTING:

- 18.1 The SUPPLIER shall not sublet, transfer, assign or otherwise part with the Order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of SUPPLIER contravening this condition, the PURCHASER shall be entitled to cancel the Order and to purchase the same or similar MATERIAL elsewhere on the SUPPLIER's account and at his risk and cost.
- 18.2 The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender/Purchase Order by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.

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

18.4 SUPPLIER has to fulfill the conditions laid down by Safety Engineering Department (SED) of PURCHASER for carrying out Application job. For non-compliance of Safety Appliances, Penalty shall be levied as per the norms fixed by SED of PURCHASER and which is subject to change from time to time.

18.5 The SUPPLIER shall be responsible for fulfillment of all the Statutory Rules and Regulations laid down by Contract Labour Cell and Safety Engg. Dept of VSP which are subject to changes from time to time.

18.6 In case the SUPPLIER is required to sublet the Application work to a sub-Agency then, in such cases the responsibility of fulfillment of Statutory Requirements of CLC & SED of VSP as mentioned above, fulfillment of Performance Guarantee, ensuring Supervision during Relining and while in circulation, payment of wages to workers in case of failure to do so by the sub-Agency etc. shall be with the SUPPLIER.

18.7 Payment of allowances to Contract labour:

18.7.1 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.2,100/- 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.

18.7.2 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.

18.7.3 The CONTRACTOR is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by the PURCHASER on this account.

18.7.4 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. The 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-XI** of Open Tender document

19.0 CLEARANCES:

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 the PURCHASER.

20.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:

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:

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 SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

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:

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:

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:

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

.....

**ANNEXURE-IX OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
GUARANTEE BOND**

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

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

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

Bank Guarantee No

Dt

LETTER OF GUARANTEE

1. WHEREAS M/s_____ hereinafter referred to as the SUPPLIER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Acceptance to Tender/Purchase Order No._____ Dated_____(hereinafter called the said Acceptance to Tender/Purchase Order) for "Supply, Application & Maintenance of Full Castable Runner system for BF-1 for achieving Guaranteed Throughput of 5 Million Tons of Hot Metal from 4 (four) runners" (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

2. We, _____ (name of bank & branch) at the request of the SUPPLIER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ (Rupees_____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SUPPLIER of any of the terms and conditions of the said Acceptance to Tender/Purchase Order and/or in the performance of the said Acceptance to Tender/Purchase Order by the SUPPLIER. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said Acceptance to Tender/Purchase Order or in the performance thereof has been committed by the SUPPLIER and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, _____ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Acceptance to Tender/Purchase Order and that it shall continue to be enforceable for (a) 120 days after the date of receipt of the last consignment of the MATERIALS under the said Acceptance to Tender/Purchase Order or (b) in the event of any dispute(s) between the PURCHASER and the SUPPLIER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (Name of Bank & Branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, _____ (Name of Bank & Branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, _____ (Name of Bank & Branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, _____ (Name of Bank & Branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said Acceptance to Tender/Purchase Order or to extend the time of performance of the said Acceptance to Tender/Purchase Order by the SUPPLIER 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 SUPPLIER and to forbear or to enforce any of the terms and conditions relating to the said Acceptance to Tender/Purchase Order 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 SUPPLIER 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 SUPPLIER 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).

ATTORNEY

FOR AND ON BEHALF OF
(Name of bank & branch)
Signature:
Name:
DULY CONSTITUTED

& 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 OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

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- In the case of out station departments, city of operating department.	Yes / No

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

Signature and Seal of the Supplier

Date:

**ANNEXURE-X OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt.08.02.2017)**

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-XI OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009308/0011 Dt. 08.02.2017)

LIST OF SAFETY VIOLATIONS CATEGORY-WISE

Category	Safety Violations	Fine
I	<p>1.Occasional violation of not wearing crash helmet.</p> <p>2.Driver of two wheeler carrying more than one pinion rider</p> <p>3.Wrong Parking of vehicle.</p>	<p>First offence: Rs. 100.00</p> <p>Second or subsequent offences: Rs.300.00</p> <p>--do--</p> <p>--do--</p>
II	<p><u>MINOR VIOLATIONS</u></p> <p>1. Working at height with out height pass.</p> <p>2. Unauthorized entry at hazardous location.</p> <p>3. Engaging workers with out safety training.</p> <p>4. Proper ladder/steps not provided for working.</p> <p>5. Faillure to provide proper Shuttering at excavation works.</p> <p>6. Power connection taken from board without proper board plug.</p> <p>7. Fitness certificated of cranes/hydra/heavy vehicles not available.</p> <p>8. Crane rope conditions not ok.</p> <p>9. Not wearing safety helmet /safety shoe at site.</p> <p>10. Safety goggles/Hand gloves not used.</p> <p>11. Gas cutting without goggle.</p> <p>12. Rolling/lifting of cylinder/dragging on the ground (without cage).</p> <p>13. Welding with non standard holder.</p> <p>14. Welding machine earthing not done (double body earthing).</p> <p>15. Gas Hose pipe clamping done by wires.</p> <p>16. LPG. Cylinder date expiry/over.</p> <p>17. Loading/unloading of cylinder –cushion not</p>	<p><u>First Violation:</u> Rs.2,500/-</p> <p><u>Second Violations :</u> Rs.10,000/-</p> <p><u>Third time repeated Violation:</u> Rs 20,000/-</p>

	<p>given.</p> <ol style="list-style-type: none"> 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 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. 	
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. 	<p>Rs. 7,500/- for 1st violation, 2nd and subsequent violations Rs.15000/-</p>

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) . Without prejudice to the right conferred by the **Clause No.16(g)** of Special conditions of Contract for stoppage of work for violation of safety rules ,the contractor shall be liable for penalty at the rates indicated in Annexure depending upon the category of violation.
- 4) Operating authority will assess the penalty amount having regard to all the circumstances in particular the nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show-cause notice specifying there in the proposed penalty. Considering the cause shown by the contractor , if any , the operating authority shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and/or EMD/SD of the contractor without any further reference to him.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME - II TO OPEN TENDER NO. PUR. 20009308/0011 DT.08.02.2017

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

Messers: _____

**OPEN TENDER NO PUR.20009308/0011 DT.08.02.2017
FOR “SUPPLY, APPLICATION & MAINTENANCE OF FULL CASTABLE RUNNER
SYSTEM FOR BF-1 FOR ACHIEVING GUARANTEED THROUGHPUT OF
5 MILLION TONS OF HOT METAL FROM 4 (FOUR) RUNNERS”**

PRICE SCHEDULE

Item Details	Item S.No.1	Item S.No.2	Item S.No.3	Item S.No.4	Item S.No.5
Item Description					
Quantity Quoted (MT)					
Price Details					
Basic Price (Rs.)/MT (in figures)					
Basic Price (Rs.)/MT (in words)					
Packing & Forwarding Charges (Rs.)/MT					
Excise Duty as applicable in %					
CST/VAT as applicable in %					
Freight Charges (Rs.)/MT					
Application Charges (Rs.)/ MT					
Service Tax in %					
Swachha Bharat cess on Service Tax in %					
Krishi Kalyan Cess on Service Tax in %					

.....
Signature and Seal of the Tenderer

Note: a) 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 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.

b) 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/VSP shall be final in this regard.