

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

VOLUME - I TO OPEN TENDER NO. PUR. 20009638/0023 DT.07.03.2017

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
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OPEN TENDER NOTIFICATION

OPEN TENDER NO.PUR.20009638/0023 DT.07.03.2017

**SEALED BIDS ARE INVITED FOR THE “SUPPLY OF 5,000 MT OF
LADLE COVERING COMPOUND (RICE HUSK) FOR SMS-1”**

**Last Date & Time for receipt of Tenders: Before 10.30 Hrs.(IST) on
05.04.2017**

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 05.04.2017 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)

**OPEN TENDER NO PUR.20009638/0023 DT.07.03.2017 FOR “SUPPLY
OF LADLE COVERING COMPOUND (RICE HUSK) FOR SMS-1”**

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

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INVITATION TO OPEN TENDER No.PUR.20009638/0023 Dt.07.03.2017

**FOR “SUPPLY OF LADLE COVERING COMPOUND (RICE HUSK) FOR
SMS-1”**

- 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 “Ladle Covering Compound (Rice Husk) for SMS-1 (Quantity of 5,000 MT)” 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 **5,000 (Five Thousand) MT of “Ladle Covering Compound (Rice Husk) for SMS-1” from 2 (two) Sources in the ratio of 60:40 in the order of ranking from the lowest Technically and Commercially acceptable Tenderer subject to matching of the Lowest Price 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.
- 3.0 Delivery Schedule:** The delivery shall be @ 500 MT per Month as per the schedule given below.

500 MT	by	30.04.2017
500 MT	by	31.05.2017
500 MT	by	30.06.2017
500 MT	by	31.07.2017
500 MT	by	31.08.2017
500 MT	by	30.09.2017
500 MT	by	31.10.2017
500 MT	by	30.11.2017
500 MT	by	31.12.2017
500 MT	by	31.01.2018

The Tenderers may quote their earliest delivery. However, RINL/VSP reserves the right to prepone or postpone the delivery schedule depending on the production requirements and storage capacity at RINL/VSP, without any additional financial implication to RINL/VSP.

- 4.0** Bids in sealed envelopes shall be received up to **10.30 Hours (IST) on 05.04.2017** 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 of Ladle Covering Compound (Rice Husk) for SMS-1" against Tender No: PUR.20009638/0023 Dt.07.03.2017 with **Tender Opening due on 05.04.2017** 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)** 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 for an amount Rs.1,75,000.00 (Rupees One Lakh and Seventy Five Thousand only) 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% of the Landed Cost of the Order Value within 30 (thirty) days from date of LOI/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** 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:
- To accept or reject the lowest tender or any other tender or all the tenders,
 - To accept any tender in full or in part,
 - To reject the offers not conforming to the Tender terms.
 - 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.

11.0 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 DIRECTOR (MM)**

**ANNEXURE-I OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

INSTRUCTIONS TO TENDERERS

- 1.0** Tenderers who have not supplied Ladle Covering Compound (Rice Husk) to RINL/VSP earlier but who are the Manufacturers/Suppliers of Ladle Covering Compound (Rice Husk) 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 Ladle Covering Compound (Rice Husk) and average annual production in the last three years.
 - d) Latest copies of executed /on going orders (during the last one year) of Ladle Covering Compound (Rice Husk) for 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 Tender) issued for the Material by a reputed International Test House/Government approved Test House in case the Tenderer is a new Supplier to RINL/ VSP.
- 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 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 superscribing “**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 Purchase Orders/Contracts copies for the same or similar tendered item(s).
- f) Self Certified copies of Other Credentials like ISO Certificates etc (Not Compulsory)

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-V** 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.

3.0 SPECIFICATIONS/SCOPE OF WORK :

- 3.1 RINL/VSP requires “Ladle Covering Compound (Rice Husk) for SMS-1” as per the Technical Specifications/Scope mentioned at **ANNEXURE-II** of Open Tender Document.
- 3.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit / weightage.

- 3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Tenderer and included in the Purchase Order.

4.0 QUOTING OF PRICES :

- 4.1 The Price should be quoted in Indian Rupees (INR) per MT FOR VSP Stores, Visakhapatnam basis, and should be inclusive of all Taxes, Duties and levies applicable on the due date for submission of tender. However, the rate of Taxes, Duties, levies and Freight considered are to be indicated separately.
- 4.2 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.
- 4.3 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.
- 4.4 **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.
- 4.5 **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.
- 4.6 **Price Firmness :** Prices quoted by the Tenderer shall be **firm and fixed for the entire period of Tenderer's performance of the Purchase Order** and shall not be subject to any variation on any account **(VITAL)**.

5.0 PAYMENT TERMS:

- 5.1 100% payment shall be made against satisfactory performance of the Material within 60 days (21 days for local Micro and Small Enterprises subject to submission of documents as stipulated at **Clause : 11.2.1 below**) from the

date of the Performance Certificate issued by HOD (SMS-1) or his authorized representative.

Note: PBG to be submitted as per Cl.No.11.0 of Annexure-VI of the ITT.

- 5.1.1 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
- 5.1.2 **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.
- 5.2 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

6.0 STATEMENT OF DEVIATIONS:

- 6.1 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 Pro-forma 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**.
- 6.2 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.
- 6.3 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.

7.0 LOADING ON ACCOUNT OF DEVIATIONS:

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

8.0 EVALUATION OF THE OFFERS :

- 8.1 The Technically and Commercially Acceptable offers submitted will be **evaluated on Landed Net of Cenvat Price basis for Supply** and the decision of the RINL/VSP in this regard shall be final and binding.
- 8.2 **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.**
- 8.3 **(a)** Offers received in single Bid (which otherwise contains all necessary details for evaluation of the Tender as per the Open Tender Terms) and **(b)** offers which contain details of the prices in the Techno-Commercial Bid but, also accompanied with Sealed Price Bid shall be considered for the 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 shall only be considered for evaluation.

- 8.4 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.
- 8.5 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 8.5.1 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)**. Modality of evaluation of Landed Net of Cenvat Price is given at **Clause 8.5.4 below**.
- 8.5.1 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.
- 8.5.2 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. **TA & CA Tenderers would be authorized to quote their LNCP prices on reverse e-auction engine on a fixed time and date.**

- 8.5.3 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 Authorized representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.
- 8.5.4 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) is as given below.

S.No.	Price Details	CST@2%	VAT@5%
1	Basic Price (Rs./MT)	1,000.00	1,000.00
2	Packing & Forwarding (Rs./MT)	100.00	100.00
3	Excise Duty @ 12.50 % on Basic Price (Rs./MT) S.Nos.(1+2)*12.50%	137.50	137.50
4	Sales Tax @2% on Basic Price +Excise Duty(Rs./MT) S.Nos. 1 to 3*2%	24.75	0.00
5	VAT @5% on Basic Price +Excise Duty(Rs./MT) S.Nos. 1 to 3*5%	0.00	61.875
6	Freight (Rs./MT)	100.00	100.00
7	Landed Cost (Rs./MT) S.No. 1 to 6	1,362.25	1,399.375
8	Input Tax <u>Credit @1.74%</u> on Basic Price+Excise Duty(Rs./MT) S.No. 1 to 3*1.74%	0.00	21.53
9	Landed net of Cenvat (Rs./MT) S.No.7-3-8	1,225.00	1,240.35

The applicable ITC for VAT @ 5% is 1.74%.

Note: Any revision in Taxes & Duties which are statutory in nature, 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.

9.0 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.

10.0 EARNEST MONEY DEPOSIT:

- 10.1 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 for an amount of Rs.1,75,000.00 (Rupees One Lakh and Seventy Five Thousand only) is submitted along with or prior to opening of **Part - A: Techno-Commercial Bid.**

- 10.2 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**.
- 10.3 Tenders received without the Bid Money of requisite value will summarily rejected. Bid money shall not accrue interest.
- 10.4 The following categories are exempted from submission of Bid Money :
- a) Central/State Government Public Sector Undertakings of India.
 - b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
 - c) Manufacturing Units registered with RINL for the tendered item (s).

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

- 10.5 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/Purchase Order in accordance with **Clause 11.0 of ANNEXURE - VI** of Open Tender documents i.e., Terms and Conditions of draft Purchase Order.

11.0 PURCHASE PREFERENCE:

- 11.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide **Clause 11.2.1 below**.

- 11.2 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 5.1 above** by Local Micro & Small Entrepreneurs (Local SSIs):

- 11.2.1 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 11.2 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).

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

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

13.0 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.

13.1 **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 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 11.2.1 above** and **ANNEXURE-V** 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.

- 13.2 The sealed envelopes with **Part - A & Part - B** of the offer should bear, in Block capital letters, superscription "**Open Tender for Supply of Ladle Covering Compound (Rice Husk) for SMS-1“against Open Tender No. PUR.20009638/0023 dated: 07.03.2017"**

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

- 13.3 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.20009638/0023 dated: 07.03.2017 due on 05.04.2017**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

- 13.4 Copies of the offer should not be sent to any other Officer of RINL.

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

- 13.6 **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 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 of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.

g) Offers not confirming the acceptance of Integrity Pact.

13.7 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).

13.8 Any revised bids received after tender (Techno-Commercial bid in two bid case) opening shall be rejected, unless it has been furnished in response to a specific request from RINL/VSP.

14.0 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.

15.0 COMPLETENESS OF THE TENDER:

15.1 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.

15.2 RINL/VSP shall at its sole 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 **Clause 7.0 above**. In case of rejection, **Part - B** (Price Part) of the tender would be returned unopened and EMD would be refunded.

16.0 LETTER OF INTENT/PURCHASE ORDER/ACCEPTANCE TO TENDER:

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

17.0 PUNITIVE ACTIONS TO BE TAKEN AGAINST THE TENDERERS WHO SUBMIT FALSE/FORGED DOCUMENTS TO RINL/VSP.

17.1 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.

- 17.2 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 it any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 17.3 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

18.0 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.

19.0 AUTHORISATION:

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

20.0 TDS CERTIFICATE:

- 20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 21.0 INTEGRITY PACT:** Tenderer is required to accept the “Integrity Pact” placed as **ANNEXURE-VIII** 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.**
- 21.1 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

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

GENERAL MANAGER(MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,

22.0 AMENDMENT TO THE TENDER TERMS AND CONDITIONS:

22.1 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.

23.0 All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com → Tenders → MM → Detailed terms and conditions of Invitation to Tender (ITT) and General Conditions of Contract for Supply).

**ANNEXURE-II OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

**SPECIFICATIONS/SCOPE OF WORK FOR “SUPPLY OF LADLE
COVERING COMPOUND (RICE HUSK) FOR SMS-1”**

Refractory, Insulation,
Identification Number : Ladle Covering Compound (LCC) for SMS-1
Main Constituents : Rice Husk

Specification of Ladle Covering Compound - Rice Husk

- a. LCC should give good insulation on top of Liquid Steel for complete Casting Duration.
- b. After addition of LCC in Ladle, Black Top or dull Red Top colour should remain till the end of Casting.
- c. LCC must have good spreadability and spread within shortest possible time
- d. In LCC, the maximum Moisture content Permissible Limit will be upto 10 percentage
- e. After or during addition in Ladle, it should not catch flame, should not create fumes with smoke and should be free from pollution & dust emissions.
- f. LCC weighing 8 - 10 Kgs should be packed in Polythene Bag well stitched with clear Identification Mark of the Supplier and Batch Number.
- g. LCC shall be Rice Husk material, burnt in absence of air; product must be Black Flakes (Grains).
- h. In every Heat, around 250-300 Kgs will be applied on top of Steel bath in Ladle in normal conditions and it may vary due to shop logistics and grades of Steel.
- i. If the Performance of Supplier does not improve consistently, then, VSP may divert the balance order at the risk & cost of defaulting Supplier. VSP reserves the right to use the material already received at Shop and reject the balance material of that batch lying at Stores.

.....
Signature and Seal of the Tenderer

**ANNEXURE-III OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

**LETTER OF AUTHORITY FROM ESTABLISHED
MANUFACTURER/PRODUCER OF “LADLE COVERING COMPOUND
(RICE HUSK) FOR SMS-1”**

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.20009638/0023 dtd. 07.03.2017.

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.20009638/0023 Dt.07.03.2017)**

**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.20009638/0023 dtd.07.03.2017
2) Our Offer No.

1. With reference to your Open Tender Notice No. PUR.20009638/0023 dtd.07.03.2017 for Supply of Ladle Covering Compound (Rice Husk) for SMS-1, 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.20009638/0023 Dt.07.03.2017)**

STATEMENT OF DEVIATIONS

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

.....
Signature and Seal of the Tenderer

ANNEXURE-V OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)

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	Credentials of the Tenderer	2.0 of ANNEXURE-I of Open Tender Document	
4	Specifications/Scope of work	3.0 of ANNEXURE-I of Open Tender Document	
5	Price basis	4.0 of ANNEXURE-I of Open Tender Document	
6	Price Firmness	4.6 of ANNEXURE-I of Open Tender Document	
7	Payment Terms	5.0 of ANNEXURE-I of Open Tender Document	
8	Submission of Letter of Acceptance of Terms & Conditions	6.0 of ANNEXURE-I of Open Tender Document	
9	User ID for participation in e-reverse auction	8.5.1 of ANNEXURE-I of Open Tender Document	
10	Validity of the Offer	9.0 of ANNEXURE-I of Open Tender Document	
11	Earnest Money Deposit	10.0 of ANNEXURE-I of Open Tender Document	
12	Submission of Blank Price bid Format	13.1 of ANNEXURE-I of Open Tender Document	
13	Punitive Action	17.0 of ANNEXURE-I of Open Tender Document	
14	Submission of Integrity Pact	21.0 of ANNEXURE-I of Open Tender Document	
15	`Detailed Terms & Conditions for Invitation to ITT' and `GCC for Supply'	23.0 of ANNEXURE-I of Open Tender Document	
16	Packing and Marking	5.0 of ANNEXURE-VI of Open Tender Document	
17	Submission of Test cum Guarantee Certificate	6.0 of ANNEXURE-VI of Open Tender Document	
18	Weighment of the Supplies	8.0 of ANNEXURE-VI of Open Tender Document	
19	Inspection	10.0 of ANNEXURE-VI of Open Tender Document	
20	Submission of Performance Guarantee Bond	11.0 of ANNEXURE-VI of Open Tender Document	

21	`Liquidated Damages' Clause	12.0 of ANNEXURE-VI of Open Tender Document	
22	`Default' Condition	13.0 of ANNEXURE-VI of Open Tender Document	
23	`Risk Purchase' Clause	14.0 of ANNEXURE-VI of Open Tender Document	
24	`Transfer & Subletting'	17.0 of ANNEXURE-VI of Open Tender Document	
25	`Force Majeure' Clause	20.0 of ANNEXURE-VI of Open Tender Document	
26	`Arbitration' Clause	21.0 of ANNEXURE-VI of Open Tender Document	

Signature & Seal of the Tenderer

**ANNEXURE-VI OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

**TERMS AND CONDITIONS OF DRAFT PURCHASE ORDER FOR
“SUPPLY OF LADLE COVERING COMPOUND (RICE HUSK) FOR
SMS-1”**

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), Letter of Intent (LOI)/Purchase Order and amendments to 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 LOI/Purchase Order.
- 1.5 The DELIVERY shall mean delivery of the materials acceptable to the PURCHASER as per the LOI/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 LOI/Purchase Order.

2.0 QUANTITY:

The SUPPLIER shall sell and the PURCHASER shall buy the quantity of “Ladle Covering Compound (Rice Husk) for SMS-1” as mentioned in the Purchase Order in conformity with the Technical Specifications/Scope of the Work mentioned in the 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 Purchase Order.

3.0 PRICES:

- 3.1 The prices per MT FOR VSP Stores shall be as indicated in the 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 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 Purchase Order. The date of receipt of MATERIAL at PURCHASER's stores 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:

- 5.1.1 MATERIAL is to be supplied in 8 to 10 Kgs. Packed in Polythene Bag well stitched with clear identification of Mark of the Supplier and Batch Number.
- 5.1.2 The SUPPLIER shall include and provide for securely protecting the MATERIAL in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at PURCHASER'S site under conditions which may involve multiple handling, Transport by Road, storage, exposure to heat moisture rain etc. Wherever considered necessary, the PURCHASER or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the SUPPLIER shall carry out the same free of charge. All packing shall allow for removal and checking at site.
- 5.1.3 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.

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 TEST CUM GUARANTEE CERTIFICATE:

- 6.1 The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.
- 6.2 Replacement of defective MATERIALS shall be made free of cost (including duties in India to SUPPLIER'S account) at PURCHASER'S site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER'S works shall be the SUPPLIER'S responsibility and shall be made at his expenses.

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

8.0 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.

9.0 PAYMENT TERMS: As per **Clause 5.0 of ANNEXURE-I** of Open Tender Document.

10.0 INSPECTION: Inspection shall be carried out at VSP Stores by Receipt Inspection Cell (RIC). RIC shall collect the sample and deliver to QATD who will test and pass on the result to RIC.

- i) Samples shall be drawn as per the sampling technique truck wise.
- ii) RIC to ensure that the samples are collected and tested within 72 hours of receipt of material in stores.
- iii) Parameters to be tested by QATD are:

Moisture content

The permissible limit for Moisture is 10% Max. In case moisture content exceeds 10%, the material shall be rejected.

- iv) Weighment as per Specification to be checked by RIC.

10.1 In case of any rejection of material due to any reason, party has to take back the same and replace with correct material within 4 days time of rejection intimation.

11.0 PERFORMANCE GUARANTEE BOND:

- 11.1 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/ Purchase

Order, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-VII** 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 proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the SUPPLIER is required to submit the duly filled in CHECK LIST for BG along with the BG. The CHECK LIST format is enclosed at **ANNEXURE-VII (A)** of Open Tender Document.

- 11.2 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.
- 11.3 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 Purchase Order.
- 11.4 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 Purchase Order.
- 11.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 120 (one Hundred and Twenty) 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.
- 11.6 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 earlier, subject to clearance from the User Department and settlement of claims on account of demurrage/despatch relating to loadport and disport for all shipments (on account of overloading/demurrage, etc) under the Purchase Order.

12.0 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 .

13.0 DEFAULT:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender/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 SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide **Clause 20.0 herein below**.

14.0 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 Purchase Order as stated in **Clause 13.0 herein above** may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the 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 Purchase Order by the PURCHASER, the SUPPLIER shall continue the performance of the Purchase Order to the extent it is not terminated under the provisions of this Clause.

15.0 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.

16.0 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.

17.0 TRANSFER AND SUB-LETTING:

- 17.1 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.
- 17.2 In case of sub-letting, it shall not relieve the SUPPLIER of any responsibility, liability or obligations under the contract and the SUPPLIER shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the SUPPLIER or his agents and workmen.
- 17.3 The SUPPLIER shall be entirely responsible for the execution of the 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 organization acceptable to the PURCHASER.

18.0 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.

19.0 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.

20.0 FORCE MAJEURE:

- 20.1 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.

- 20.2 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.

21.0 ARBITRATION AND JURISDICTION:

- 21.1 All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. **The venue of arbitration shall be Visakhapatnam, India.**
- 21.2 In case of any legal proceedings are instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted in the appropriate Civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have Jurisdiction.

22.0 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.

23.0 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-VII OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

**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 OUTSATTION) 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 Purchase Order No._____ Dated_____(hereinafter called the said Purchase Order) for the supply of _____ MT of “Ladle Covering Compound (Rice Husk) for SMS-1” (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 Purchase Order and/or in the performance of the said 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 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 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 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 Purchase Order or to extend the time of performance of the said 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 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).

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

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

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE-VII (A) OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

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-VIII OF OPEN TENDER DOCUMENT
(OPEN TENDER NO. PUR.20009638/0023 Dt.07.03.2017)**

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.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

VOLUME - II TO OPEN TENDER NO. PUR. 20009638/0023 DT.07.03.2017

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

Messers:

**OPEN TENDER NO PUR.20009638/0023 DT.07.03.2017 FOR “SUPPLY
OF LADLE COVERING COMPOUND (RICE HUSK) FOR SMS-1”**

PRICE SCHEDULE

In figures as well as words

1	Basic Price (Rs.) per MT	
2	Packing & Forwarding Charges (Rs.) per MT, if any	
3	Excise Duty & Cess @ _____%	
4	Sales Tax (CST/VAT) @ _____%	
5	Freight (Rs.) per MT, if any	
6	Landed Cost (Rs.) per MT [1+2+3+4+5]	

7	Excise assessable value per MT (if it is different from Basic Price indicated above)	
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.....
Signature and Seal of the Tenderer

P.S. a) In the Techno-Commercial bid, the Tenderer shall enclose the blank format of Price Bid except indicating the percentage of Taxes and Duties levied. Price Bid should contain no caveat conditions. Any other terms and conditions other than the Price mentioned in the Price Bid shall not be taken into consideration.

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.