GLOBAL TENDER

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

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

Telephone No: +91 891 2519508 FAX NO.: +91 891 2518753 /

CORRIGENDUM NUMBER 002 dtd.19.01.2017 TO
GLOBAL TENDER NOTIFICATION

ITT No. 7.67.0023/0073 dated: 04.12.2017

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

Last date & time for receipt of Tenders is extended upto 24.01.2018 by 10: 30 HRS (IST)
Modifications/Additions have been made as per Annexure-A given below.

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

- ED (MM)

Annexure-A

A) <u>The following are the modifications</u>:

Reference in the tender document	Existing	To be read as
Cl.No.8.1 (a) of Annexure-I of the ITT	Initial 60% Basic Price per set along with 100% GST and Freight shall be released set wise within 60 days (21st day for local Micro and Small Enterprises subject to submission of documents as stipulated vide **Clause : 16.2.1 below**) of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores.	Initial 60% Basic Price per set along with 100% GST and Freight shall be released set wise within 60 days (21st day for local Micro and Small Enterprises subject to submission of documents as stipulated vide **Clause : 16.2.1 below**) of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores. The Supplier shall raise invoice for 100% of the Basic value of the material along with 100% GST and submit an undertaking/consent as per the Format at Annexure - XIV authorising RINL/VSP to withhold balance 40% payment against the Supply of the Materials as `Performance Retention Deposit' which shall be payable on fulfillment of contractual obligations like Performance/achievement of Guaranteed life, etc (as applicable) as per the payment terms indicated in the PO.
Cl.No.8.5 of Annexure-I of the ITT	In case excess material (than the approved BOQ) is supplied to achieve the guarantee, the same shall be supplied by the successful Tenderer free of cost. However RINL/VSP shall avail GST credit against GST Invoice and reimburse the same to the successful Tenderer in such cases (the adjustment of Basic Invoice Value may be carried out by using Credit Note/ Debit Note). In case of any leftover qty, the same shall be the property of RINL/VSP. At the end of contract, any shortfall in supply from approved BOM shall be deducted of equivalent amount to the tune of cost of material which is not supplied.	In case excess material (than the approved BOQ) is supplied to achieve the guarantee, the same shall be supplied by the successful Tenderer free of cost. However RINL/VSP shall avail GST credit against GST Invoice and reimburse the same to the successful Tenderer in such cases (the adjustment of Basic Invoice Value may be carried out by using Credit Note/ Debit Note). In case of any leftover qty, the same shall be the property of RINL/VSP. At the end of contract, any shortfall in supply from approved BOM shall be deducted of equivalent amount to the tune of cost of material which is not supplied. This amount shall be adjusted in the invoice/Credit Note to be raised by the Supplier.

ANNEXURE-XIV OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

UNDERTAKING FROM THE SUPPLIER FOR PAYMENT TOWARDS SUPPLY

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: Purchase Order (PO) No. Dt.

With reference to the above referred Purchase Order, We ---------- (Name of the Supplier) hereby give our consent to the following.

We authorize RINL/VSP to withhold payment of _____% value of the Material as `Performance Retention Deposit' which shall be payable on fulfillment of contractual obligations like Performance/achievement of Guaranteed life, etc (as applicable) against the subject PO and Initial payment of _____% value of Material along with the above retention amount shall be regarded as fully discharged liability of RINL against the supplies.

Yours faithfully
(NAME)

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

Note: This Letter of Authority should be on the Letter-Head of the Supplier and should be signed by authorized person

B) <u>The following are the Additions</u>:

Cl.Nos.8.6,8.7,8.8,8.9 of Annexure-I of the ITT :

8.6 Penalty (if any) recoverable as a lumpsum/absolute amount is exclusive of any Taxes and Duties. Taxes and Duties, if any, have to be borne by the Supplier. VSP will not reimburse the same.

8.7 Based on the Guaranteed Life achieved, the Supplier(s) shall raise a Debit/Credit Notes as the case may be, along with applicable GST.

8.8 In case of `No Payment' as per the Basis of payment indicated in scope of work, reversal of GST shall be accounted against the Credit Note to be issued by the Supplier.

8.9 All the Debit/Credit Notes to be issued by the Suppliers must contain the reference to the original Invoice Number.

Cl.No.17.1 of Annexure-I of the ITT :

17.1 The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

****

GLOBAL TENDER

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

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

Telephone No: +91 891 2519508 FAX NO.: +91 891 2518753 /

CORRIGENDUM NUMBER 001 dtd.05.01.2017 TO GLOBAL TENDER NOTIFICATION

ITT No. 7.67.0023/0073 dated: 04.12.2017

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

Last date & time for receipt of Tenders is extended upto 19.01.2018 by 10: 30 HRS (IST)

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

- ED (MM)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

VOLUME - I TO ITT NO.PUR 7.67.0023/0073 dated: 04.12.2017

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)

GLOBAL TENDER

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

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

Telephone No: +91 891 2519508 FAX NO.: +91 891 2518753

GLOBAL TENDER NOTIFICATION

ITT No. 7.67.0023/0073 dated: 04.12.2017

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

Last date & time for receipt of Tenders : 05.01.2018 by 10: 30 HRS (IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 10:30 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender document. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer. **The tenderers should refer to RINL's website regularly for any corrigendum.**

- ED (MM)

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

GLOBAL TENDER FOR "SUPPLY AND APPLICATION OF REFRACTORIES FOR STEEL LADLE FOR SMS-I"
ITT No 7.67.0023/0073 dated: 04.12.2017

BROAD DESCRIPTION OF TENDER DOCUMENTS

Sl. No.		Description	No. of Pages	Page Nos.
VOLUME - I:				
1		Notice to Invitation to Tender	3	4 to 6
2	ANNEXURE-I	Instructions to Tenderers	14	7 to 20
3	ANNEXURE- II	Specifications/Scope of Work, Drawing	10	21 to 30
4	ANNEXURE-III	Pro-forma for Letter of Authority from established Producer	1	31
5	ANNEXURE-IV	Particulars of Indian Agent	1	32
6	ANNEXURE-V	Pro-forma for Letter of Acceptance of RINL's terms and conditions of tender	2	33 to 34
7	ANNEXURE-VI	Pro-forma for Bid Bond (EMD)	3	35 to 37
8	ANNEXURE-VII	Pro-forma for the Declaration of Particulars	1	38
9	ANNEXURE-VIII	Check List	1	39
10	ANNEXURE-IX	Terms and Conditions of draft Purchase Order	9	40 to 48
11	ANNEXURE-X	Pro-forma for Performance Guarantee Bond	2	49 to 50
12	ANNEXURE-XI	Integrity pact	1	51
13	ANNEXURE-XII	Safety Violations	5	52 to 56
14	ANNEXURE-XIII	Pro-forma for Declaration of Income Tax & Form 10F	2	57 to 58
VOLUME-II (to be submitted in a separate sealed cover):			1	59
		Price Schedule (In case of Imported Supplies)	1	60
		Price Schedule (In case of Indigenous Supplies)	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
E.Mail: dasak@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(AP) INDIA
Phone: +91 891 2519508, Fax: 91 891 2518753.

NOTICE TO INVITATION TO TENDER NO. 7.67.0023/0073 DATED: 04.12.2017
FOR "SUPPLY AND APPLICATION OF REFRACTORIES FOR STEEL LADLE FOR SMS-I"

(GLOBAL TENDER FOR PARTICIPATION OF DOMESTIC AS WELL AS GLOBAL VENDORS)

1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites sealed bids in Two parts (**Part-A** Techno Commercial Bid and **Part – B** Price Bid in separate envelopes) for **Supply and Application of Refractories for Steel Ladle for SMS-I** in conformity with the Specifications/Scope of Work given in **ANNEXURE – II** of Global Tender Document.

2.0 RINL / VSP intends to purchase quantity of 260 Sets of Refractories for Steel Ladle for SMS-I.

3.0 Bids in a sealed envelope shall be received up to 10:30 Hours (IST) on **05.01.2018** and Techno Commercial part of the bid (Part-A) shall be opened immediately thereafter in the presence of authorized representatives of the tenderers who choose to be present. Price bids (Part- B) of technically and commercially accepted tenderers shall be opened, under separate intimation to them, in the presence of their authorised representatives who may choose to be present.

4.0 The offer should be submitted in sealed envelope clearly superscribing "Tender for supply and application of Refractories for Steel Ladle for SMS-I" against Tender No **7.67.0023/0073 dated: 04.12.2017 due on 05.01.2018** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.

5.0 Tenders submitted against NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).

6.0 Each tender shall be considered only if the Bid money in Indian Rupees/US$ is submitted **for an amount of Rs.75,00,000.00 (Rupees Seventy five lakhs only) or US$ 1,17,560.00 (US Dollar One Lakh Seventeen Thousand Five Hundred Sixty only)** along with or prior to opening of **Part-A:** Techno-Commercial Bid. **Tenders received without Bid Money of requisite value will not be considered by RINL/VSP.** Please refer **Cl.No.15.0 of ANNEXURE-I** of Global Tender Document

7.0 The successful tenderer has to execute a Performance Guarantee Bond in the form of a Bank Guarantee for 5% of the order value on Landed cost basis/CFR cost (as the case may be) to be received at RINL before commencement of supplies or 30 days from date of LOI or Acceptance to Tender whichever is earlier (Please refer **Cl.No.12.0 of ANNEXURE-IX** of Global Tender Document).

8.0 **EVALUATION:** All the tenders shall be evaluated on the basis of Landed Net of Input Tax Credit Price (LNIP) per Set for Supply and Application together.

8.1 RINL shall resort to reverse e-auction prior to opening of sealed price bids. Reverse e-auction shall be conducted in our SRM portal (https://srm.vizagsteel.com/). All Technically and Commercially acceptable (TA & CA) Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at **Cl.No.8.3 below**. In reverse e-auction the Tenderers would be required to quote prices only on the basis of Landed net of Input Tax Credit Price per Set at Visakhapatnam Steel Plant, Visakhapatnam. Only such

tenderers whose offers are Techno-Commercially accepted shall be permitted to participate in Reverse e-Auction.

8.2 **After the reverse e-auction is conducted, the sealed price bids of all the TA & CA Tenderers, irrespective of whether they have participated in the reverse-auction or not shall be opened within a short duration I.e., within 2 (two) working days. Based on the prices so received through reverse e auction and the sealed price bids received along with the Techno-Commercial offers, a Composite Comparative Statement shall be made considering the lower of the prices (i.e., sealed price bid prices and reverse e-Auction prices) of all the TA & CA Tenderers. Placement of order shall be considered on the L1 price (LNIP) so arrived.** Tenderers shall mention their User Id for participating in the reverse e-auction in their techno- commercial bid after generating the same.

8.3 RINL will inform the technically and commercially acceptable (TA & CA) Tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the steps mentioned at Cl.Nos.8.3.1.

8.3.1 Tenderers need to have SAP Vendor code (SAP Vendor code and User ID are same) and Password to participate in Reverse e-auction to be conducted in our SRM portal. All enlisted vendors of RINL would be having User ID and password for participating in reverse e-auction.
If a Tenderer who is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before reverse e-auction. Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

8.4 Definition of key terms for reverse e-auction in our SRM Portal and User Manuals are available in our SRM Portal. TA & CA tenderers would be authorized to quote their Landed Net of Input Tax Credit Prices (LNIP) only on e-reverse auction engine on a fixed time and date. Modalities of evaluation of Landed Net of Input Tax Credit Price is given at **Cl.No. 9.0 of ANNEXURE-I** of Global Tender Document.

8.4.1 After logging into our SRM portal, kindly note that the help documents/User Manuals are available at 'Supplier Request' tab > Supplier Request Templates> Public Documents.

8.4.2 Help documents/User Manuals to be complied with are 'Browser and JAVA security settings for E-auction', 'Auction participation', 'Contact us', 'Legal Disclaimer', etc. Always check your system for proper settings, with mock auction before actual auction is started. There shall not be any Start bid price in the auction.
In case of any technical problem regarding auction, for help, kindly contact us as per the details indicated at available at "Contact Us" link in our SRM portal atleast two days before the reverse e-auction date.

8.5 For the purpose of comparison of Imported & Indigenous offers, the offers for the imported supplies shall be converted into INR considering an Exchange Rate of the State Bank of India (SBI) Bill Selling Rate prevailing on one day before the scheduled date of Reverse e-auction and composite comparative statement (of reverse e-Auction and sealed price bid) shall be made in case of `Reverse e-auction' and Exchange Rate of the State Bank of India (SBI) Bill Selling Rate as on the Price bid opening date in case only `Sealed Price Bids' are considered.

8.6 In case of Import offers, where in the Tenderers have given different tariff codes for different items of BOM which forms the accounting unit, for evaluation of offers on LNIP of per Set, the effective Basic customs duty rate and Or IGST will be considered for evaluation considering the weighted average of the Basic customs duty and Or IGST applicable for the Items of the BOM and the weight of the items.

8.7 In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, evaluation of the Offer shall be done on the basis of Landed Net of Input Tax Credit Price (LNIP) basis i.e., Landed Cost excluding GST.

In case of supply of Goods or Services from Unregistered Taxable Supplies, the applicable GST payable by RINL/VSP shall be added to the Landed Cost and the same shall be considered for evaluation purpose instead of LNIP.

In case of supply of Goods or Services on which RINL/VSP is not eligible to avail GST Input Tax Credit, the GST charged by the Registered Taxable Tenderer as applicable, shall be added to the Landed Cost for evaluation purpose instead of LNIP.

8.8 **Nature of Contract (for Indigenous supplies only):** The Tenderer shall decide whether the Contract is to be treated as **`Composite Supply basis'** (or) **`Mixed Supply basis'** and indicate the same in their Offer**.**

8.8.1 In case the Contract is treated as **Composite Supply**, the % of GST applicable for the predominant item shall be applicable for all the Items of BOM for evaluation and the Tenderer shall identify the predominant item in the BOM and indicate the same in the Offer.

8.8.2 In case the Contract is to be treated as **Mixed Supply**, the highest % of GST applicable for any of the item in the BOM shall be applicable for all the Items of BOM and the Tenderer shall indicate the same in the Offer.

9.0 The tendered quantity shall be taken from **Three** Techno-commercially acceptable tenderers in the ratio of 2/4:1/4: 1/4 (i.e., 130 Sets: 65 Sets: 65 Sets) subject to matching of the Lowest Price of **the Technically and Commercially acceptable Tenderers** on Landed Net of Input Tax Credit Price (LNIP) basis against this Tender.

10.0 RINL / VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website.

11.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

12.0 **Not withstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the right**:

a) To accept or reject the lowest tender or any other tender or all the tenders;

b) To accept any tender in full or in part;

c) To reject the offers not conforming to the tender terms and

d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.

e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines. In case a Local MSE becomes TAL1 Tenderer, purchase preference will not be extended to another Local MSE in the tender.

13.0 At any time prior to the deadline for submission of the bids, VSP may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments Or Corrigendum will be notified on RINL's website at regular intervals. Therefore the **Tenderers should refer to RINL's website regularly for any corrigendum.**

- Executive Director (MM)

ANNEXURE-I OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

INSTRUCTIONS TO TENDERERS

1.0 Tenderers who have not supplied Refractories for Steel Ladle to RINL/VSP earlier but who are Manufacturers / Suppliers of Refractories for Steel Ladle to other integrated Steel Plants shall furnish information / data / documents / printed / illustrated literature / brochure covering the following aspects:

a) Detailed information of the Manufacturer / Supplier.
b) Documents showing the exact nature of ownership should be submitted.
c) Production capacity of Refractories for Steel Ladle and average annual production in the last three years.
d) Latest copies of executed / on going orders (during the last 1 year) of Refractories for Steel Ladle for with different integrated steel plants along with performance certificates issued against the order.
e) A recent Test and Inspection Certificate issued for the material by a reputed international test house in case the supplier is a new supplier to RINL/VSP.

1.1 In case the principal Manufacturer wants to supply from their Works located at more than one place, the details of the Works should be indicated in the tender. They should also give clear price breakup and quantities (in Price Bid) for supplying the material from different Works.

1.2 Tenderers who may be a supplier offering on behalf of a principal Manufacturer, shall furnish in original the Letter of Authority of the concerned Manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such Tenderers shall, in addition, furnish all the data as called for in **Cl.No.1.0 above**. The **Letter of Authority** should be as per the format enclosed at **ANNEXURE-III** of Global Tender Document and this should be submitted along with **Part-A** of Tender Documents i.e., Techno-Commercial Bid.

1.3 Only one offer should be received from each principal Manufacturer either directly or through their agents. In case more than one offer is received from the same principal Manufacturer, then, all the offers of the same principal manufacturer will be rejected including the direct offer, if any.

1.4 **ELIGIBILITY CRITERIA:** Suppliers/Manufacturers with following criteria are eligible to participate in the tender:-

(i) Who are Visakhapatnam Steel Plant‘s registered supplier for steel ladle refractory set under sub-group 67/036.

OR

(ii) Party must have credential of supplying at least 50 full set of steel ladle refractories of Mag-Carbon (MgO-C) quality or combination of MgO-C or Alumina Mag-Carbon (AMC) quality, either against a single order or in totality against different orders, within last 5 years from RFX date (i.e. Invitation to tender) for steel ladle of minimum 130 Ton capacity in any Steel Plant. For deciding whether the supply is within 5 years from RFX date, either the order date or the delivery date as indicated in the said order copy, shall be considered. The average life achieved against each of the completed orders, which will be furnished by the party against fulfillment of eligibility criteria for supply 50 sets, should be minimum 90 heats. Party have to produce following documents along with their offer as supporting documents for supply of set and performance:

a) Supplier/Manufacturer shall submit copy of all the pages of purchase order (issued by their customer) which should contain order date and date of delivery. The purchase order copy shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory.
In case the order copy is furnished in any language other than English, then English translated version of the same also shall be furnished, which shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. In the English translated version of the order copy details like order reference, order date, date of delivery shall be clearly mentioned.

b) Supplier/Manufacturer shall submit performance report/certificate for complete order quantity issued by the customers for each of the orders. The performance reports/certificates shall be duly signed by the customers with clear mention of name and designation of the issuing authority. In case photocopy of the performance report/certificate is furnished, the same shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. The performance reports/certificates issued by the customer should contain order reference and order date.
In case the performance reports/certificates are furnished in any language other than English, then the English translated version of the same also shall be furnished, which shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. In the English translated version of the performance report/certificate order reference, order date, achieved life (heats) shall be clearly mentioned. The performance report issued by the customer should contain order reference and order date.
In case the order copy and performance reports are furnished in any language other than English, then in the English translated version of the order copy, the details like order reference, order date, date of delivery shall be clearly mentioned. Similarly, in English translated version of the performance report, order reference, order date, achieved live (heats) shall be clearly mentioned.
In addition, the tenderer shall indicate their credential in the following format:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Sl. No.	Name of the customer	Steel ladle capacity	Order reference no. and date	No. of sets ordered	Delivery date as per Purchase Order.	Quality of working lining bricks	Average life (heats) of the complete order	Whether order copy is submitted along with the offer (including English translation, if applicable). Yes / No	Whether performance report issued by customer for the total order quantity is submitted along with offer (including English translation, if applicable). (Yes / No)

Registered vendors of VSP for steel ladle refractories under sub-group 67/036 need not furnish any documentary evidence as sought in the above eligibility criteria.

1.5 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment /facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 (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.

2.0 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:** If Tenderer who responds to this tender notice is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the ITT REFERENCE or ADVERTISEMENT TENDER REFERENCE as the case may be, along with the tender.

a) In respect of Indigenous Tenderers :

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

(OR)

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

(OR)

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

(ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
(iii) Notarised copies of GST Registration Certificate and PAN Card copy in the name of company in case of Limited Companies or In the name of individuals in case of Proprietary Firms.
(iv) Self certified Financial worth and audited financial statements for the last three (3) years.
(v) Self –Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
(vi) Self-certified ISO Certificate, if any. (Not Compulsory)

b) In respect of Overseas Tenderers

(i) Notarised registration certificate from chamber of commerce / their respective designated Govt., Agency in English Version.
(ii) Self – certified financial worth and audited financial statements for the last three (3) years.
(iii) Self-certified Purchase Orders / contracts copies for the same or similar tendered item/s.
(iv) Self-certified ISO certificate, if any. (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-enlisted vendor may be rejected in case of non-submission or incomplete submission of the above documents or if RINL / VSP finds that the creditability of the un-enlisted vendor is not satisfactory on the basis of the documents furnished. The vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL / VSP's decision in this regard shall be final.

3.0 **SPECIFICATIONS/SCOPE OF WORK**:

3.1 RINL/VSP requires Refractories for Steel Ladle for SMS-I on Supply & Application basis as per the Technical Specifications/ Scope of Work mentioned in **ANNEXURE-II** of Global 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 Bidder and included in the Acceptance to Tender.

4.0 **QUANTITY:** The PURCHASER intends to purchase 260 sets of Refractories for Steel Ladle for SMS-I conforming to Technical Specifications/Scope of Work as at **ANNEXURE-II** of Global Tender Document

5.0 **NO. OF SOURCES:** The tendered quantity shall be taken from 3 (three) Techno-Commercially acceptable (TA & CA) Tenderers subject to matching of the TAL1 Landed Net of Input Tax Credit Price (LNIP) per Set by TAL2, TAL3 Tenderers etc in the order of ranking and the tendered quantity will be distributed in the ratio 2/4: 1/4: 1/4 (i.e., 130 Sets: 65 Sets: 65 Sets). However, this is subject to three sources together offer for supply of total tendered quantity and as per the delivery schedule indicated at **Cl. No.7.0 below.**

6.0 **QUOTING OF PRICES:**

6.1 **Indigenous Offers** (offers for supply from within India): The price of the Material per Set should be quoted on FOR VSP Stores, Visakhapatnam in Indian Rupees along with Application charges per Set in Indian Rupees, in the Price Schedule given in **VOLUME-II** of the Global Tender document.

6.1.1 In view of the definition of Heat Cost for Payment indicated at **Clause 2.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection **(VITAL).**

6.2 **Import Offers**:

6.2.1 The price of the MATERIAL offered should be quoted in USD Or Foreign currency on per Set basis on the basis of CFR Visakhapatnam Port, giving break up of FOB named port(s) of loading and Freight along with Application charges per Set in Indian Rupees, in the Price Schedule given in **VOLUME-II** of the Global Tender document. Tenderers must give break up of FOB price and Freight while quoting CFR price.

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

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

6.3 All the offers shall be evaluated and compared based on Landed Net of Input Tax Credit Price (LNIP) per Set basis at Visakhapatnam Steel Plant, Visakhapatnam.

6.4 The **prices quoted by the Tenderer for the quantity offered should be firm and fixed till execution of order.** The payment shall not exceed the LNIP so arrived in INR.

6.5 The prices quoted by the Tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.

6.6 Separate Orders shall be placed for Supply and Application Parts. In case of Supply part, the Order shall be placed in the currency offered by the Tenderer whereas, the Order for the Application part shall be placed only in Indian Rupees.

7.0 **DELIVERY**

7.1 The delivery schedule indicated below for 260 Sets of "Refractories for Steel Ladles of SMS-1" is tentative. RINL/VSP reserves the right to prepone or post pone the delivery schedule as per requirement at site.

However, the first lot is to be delivered at VSP Stores within 10 (ten) Weeks of date of LOI/Acceptance to Tender/Purchase Order

Lot No.	Delivery schedule (End dates)- To reach VSP Stores by	Qty
1	30-04-2018	25 Sets
2	31-05-2018	25 Sets
3	30-06-2018	20 Sets
4	31-07-2018	25 Sets
5	31-08-2018	25 Sets
6	30-09-2018	20 Sets
7	31-10-2018	25 Sets
8	30-11-2018	25 Sets
9	31-12-2018	20 Sets
10	31-01-2019	25 Sets
11	28-02-2019	25 Sets

7.2 Overseas Tenderers shall consider all the logistics factors like Voyage time; the time required for clearing the Cargo at discharge port etc and material required for forming full Set(s) to ship the material so as to deliver the material as per the delivery schedule indicated above such that the full sets (lots) are delivered at Visakhapatnam Steel Plant, Visakhapatnam by the end dates indicated above.

7.2.1 In case a Overseas Tenderer quotes a part qty of set on FOB/CFR basis and balance part qty of set on FOR VSP Stores basis, the delivery date(s) indicated in the LOI/Acceptance to Tender/Purchase Order will be the end date(s) by which Tenderer is required to despatch total qty required for set(s) i.e., both import and indigenous parts of set(s) at VSP Stores.

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

7.4 In case of Indigenous supply, dispatch of the Materials in Set(s) shall be in a Semi Knocked down or Completely knocked down condition under Rule 55(5) of GST act.

8.0 **PAYMENT TERMS:**

8.1 **Supply part for indigenous supplies**:

a) Initial 60% Basic Price per set along with 100% GST and Freight shall be released set wise within 60 days (21st day for local Micro and Small Enterprises subject to submission of documents as stipulated vide **Clause : 16.2.1 below**) of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores.

b) Balance 40% payment of the set shall be released within 30 days (15 days for Local MSEs) of submission of bills supported by Performance Report duly certified by DGM (RED)I/c or his authorized representative and GARN, as per the Basis of payment indicated in scope of work , after adjusting penalties/recoveries, if any.

8.2 **Supply part for overseas supplies**:

a) Initial 60% FOB value per Set along with 100% Freight (if shipment is on CFR basis) shall be released set wise within 60 days of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores.

b) Balance 40% payment of the set shall be released within 30 days of submission of bills supported by performance report duly certified by DGM (RED)I/c or his authorized representative and GARN, as per the Basis of payment indicated in scope of work, after adjusting penalties/recoveries, if any.

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

a) Initial 90% Application charges per Set+ 90% GST shall be released within 30 days (15 days for Local MSEs) of submission of bills duly supported by satisfactory Performance Report of application certified by DGM (RED) I/c or his authorized representative on monthly basis.

b) Balance 10% Application charges of the Set + 10% GST shall be released within 7 (seven) days against clearance from Contract Labour Cell (CLC) of VSP.

8.4 Note: a) PBG to be submitted as per Cl.No.12.0 of Annexure-X of Global tender.
b) The successful Tenderer shall ensure submission of GST bills on complete set/Unit (as per ITT) basis linking with the corresponding documents without fail.

8.5 In case excess material (than the approved BOQ) is supplied to achieve the guarantee, the same shall be supplied by the successful Tenderer free of cost. However RINL/VSP shall avail GST credit against GST Invoice and reimburse the same to the successful Tenderer in such cases (the adjustment of Basic Invoice Value may be carried out by using Credit Note/ Debit Note). In case of any leftover qty, the same shall be the property of RINL/VSP. At the end of

contract, any shortfall in supply from approved BOM shall be deducted of equivalent amount to the tune of cost of material which is not supplied.

9.0 All the offers shall be evaluated on LNIP basis. The illustrations for arriving at Landed Net of Input Tax Credit Price (LNIP) is as given below:

(a) INDIGENOUS OFFERS:

S.No.	Price Component	Price Break-up (Rs)
1	Basic Price/ per Set for Supply#	1,000.00
2	Freight/Set for Supply#	100.00
3	GST @ 18% Extra (or as applicable) on Basic Price & Freight*	198.00
4	Landed Cost/Set for Supply (S.Nos.1+2+3)	1,298.00
5	Application Charges/Set #	100.00
6	GST @ 18% Extra (or as applicable) on Application Charges*	18.00
7	Landed Cost for Application Charges/Set (S.Nos. 5+6)	118.00
8	Landed Cost for Supply cum Application (S.Nos.4+7)	1,416.00
9	Landed Net of Input Tax Credit Price (LNIP) (S.No.8-3-6)	1,200.00

* Statutory levy (Ruling at the time of offer)
\# Assumption

Note: In view of the definition of Heat Cost for Payment indicated at **Clause 2.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection **(VITAL).**

(b) IMPORT OFFERS:

S.No	**Details**	**Amount (`VPT' as Discharge Port)**
A.	**COST OF THE MATERIAL**	
1)	FOB price (USD/Set)#	970.00
2)	Freight (USD/Set)#	30.00
3)	CFR price (USD/Set) S.Nos.1+2	1000.00
4)	CFR price (Rs./Set) S.No. 3 * Exch. Rate	65,000.00
5)	Insurance @ 0.034% on CFR price (Rs./Set)# S.No.4*0.034%	22.10
6)	GST @18% on Insurance (Rs./Set)* S.No.5*18%	3.98
7)	Sub total S.Nos.4+5+6	65,026.08
8)	CIF value (Rs./Set) S.Nos.4+5+6	65,026.08
	Duty Structure	
9)	Basic CD @ 10% on CIF Value (Rs./Set)* S.No.8*10%	6,502.61
10)	Edn Cess @ 3 % on CD (Rs./Set)* S.Nos.9*3%	195.08
11)	IGST @18% on CD+Edn Cess (Rs./Set)* (S.Nos.8+9+10)*4%	12,910.28
12)	CIF Price incl. of Taxes, Duties & Cess (Rs./Set) S.Nos.7+9+10+11	84,634.04
	Handling Charges	
13)	Terminal Handling Charges (THC) @ Rs 6,500/- per 20' Container with	13,000.00

	shipment of 1 set in two 20' Containers (Rs./Set)# (Rs. 6,500*2/Set)	
14)	Container Cleaning & Maintenance Charges @ Rs 3,500/- per 20' Container with shipment of 1 set in two 20' Containers (Rs./Set)# (Rs. 3,500*2/Set)	7,000.00
15)	Miscellaneous charges @ Rs 5,500/- per 20' with shipment of 1 set in two 20' Containers (Rs./Set)# (Rs. 5,500*2/Set)	11,000.00
16)	Documentation/Delivery Order Charges @ Rs 7,100/- per B/L (assuming one B/L for shipment of 1 Set) (Rs./Set)# (Rs,7,100/Set)	7,100.00
17)	CFS @ Rs 7,200/- per 20' Container with shipment with shipment of 1 Set in two 20' Containers (Rs./Set) (incl. of Container movement charges from Terminal to CFS)# (Rs.7,200*2/Set)	14,400.00
18)	C&F Charges @ Rs 1,200/- per B/L (assuming one B/L for shipment of 1 Set (Rs./Set)# (Rs.1,200/Set)	1,200.00
19)	Inland Transportation from CFS to VSP Stores @ Rs 2,900.99 per 20' Container with shipment of 1 set in two 20' Containers (Rs./Set)# (Rs. 2,900.99*2/Set)	5,801.98
20)	IGST @ 18% on Handling Charges (Rs./Set)* (S.Nos.13 to 19)*18%	10,710.36
21)	Total Handling Charges (Rs./Set) S.Nos.13 to 20	70,212.34
22)	LANDED COST OF MATERIAL (Rs./Set) S.Nos.12+21	1,54,846.38
23)	LANDED NET OF ITC PRICE (LNIP) OF THE MATERIAL (Rs./Set) S.Nos.22-6-11-20	1,31,221.77
B.	**APPLICATION CHARGES PER SET**	
24)	Application charges (Rs./Set)#	1,000.00
25)	GST @ 18% on Application Charges (Rs./Set)* S.No.24 * 18%	180.00
26)	LANDED COST OF APPLICATION CHARGES (Rs./Set) S.Nos. 24 +25	1,180.00
27)	LNIP OF APPLICATION CHARGES (Rs./Set) S.Nos.26-25	1,000.00
28)	**TOTAL LANDED COST FOR SUPPLY & APPLCN. (Rs./Set)** S.Nos.22+26	1,56,026.38
29)	**TOTAL LNIP FOR SUPPLY & APPLICATION (Rs./Set)** S.Nos.23+27	1,32,221.77
	Exchange Rate considered for Evaluation 1 USD =	**65.00**
Handling Charges were arrived considering loadable Qty. of one Set in two 20' Containers. However, loadable Qty. as indicated by the Tenderers will be considered for evaluation		

* Statutory levy (Ruling at the time of offer)
\# Assumption

Note: (1) Exchange rate of State Bank of India (SBI) Bill Selling rate prevailing one day before the scheduled date of Reverse e-auction shall be considered for arriving at the LNIP in Indian Rupees and for evaluation of the offers of both Reverse e-auction and Sealed Price Bids for making the Composite Comparative Statement.

In case RINL opts for only Sealed Price Bids, Exchange rate of State Bank of India (SBI) Bill Selling rate as on the date of opening of Sealed Price Bids shall be considered for evaluation.

(2) 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.

(3) RINL/VSP at its sole discretion may consider the benefits available under Duty Entitlement Pass Book (DEPB) or any other scheme under Export – Import Policy in evaluation of the offers.

10.0 **TAXES AND DUTIES:**

10.1 **In case of Imported Supplies,** the successful Tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price

quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

10.2 **In case of indigenous supplies,** the prices quoted should be for VSP Stores indicating the basic price /unit, freight/unit whether inclusive or exclusive and applicable taxes, duties and levies (whether inclusive or exclusive) on the due date for submission of tender. 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. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit. Evaluation of such offers shall be done considering this credit that would be available to RINL/VSP. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

11.0 **INDIAN AGENTS OF FOREIGN SUPPLIERS/CONTRACT AGENCIES**:

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

11.2 In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent/Agency /Intermediary related to their tenders or orders, there shall be compulsory registration of Indian Agents of Foreign suppliers / contracting agencies with RINL. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

11.3 In case the Tenderer has an Indian agent, the following details shall be furnished in the offer.

a) Authorization Certificate as per the format in the VSP's Detailed terms and conditions of Invitaion to supply tender (www.vizagsteel.com).

b) What service the Agent renders, Extent of authorization and authority given to the Agent. The amount of commission/ remuneration, if any, shall be included in the quoted price(s) for such agent and indicated separately.

c) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his Indian agent, shall be paid by RINL in India in Indian Rupees. Such commission/ remuneration payable to the Indian agent will be converted to Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing **(i)** one day before the scheduled date of reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bids (or) **(iii)** the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and shall not be subject to any further exchange variation. In addition, any other relevant details as may be asked for by RINL/VSP subsequently shall also be furnished by the Tenderer.

11.4 There shall be compulsory registration of Indian agents with RINL/VSP. An agent who is not registered with RINL shall seek registration with VDC, RINL/VSP by submitting requisite details/documents as asked for (Detailed procedure is available on our website for viewing and free downloading. Go to www.vizagsteel.com, click on "Tenders", click on "MM" and click on Application for Registration of Indian Agents). The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.

11.5 The Indian agent's commission, if any should be included in the quoted prices and indicated separately.

11.6 Failure to adhere to the above or furnish correct and detailed information as called for herein above, and in the pro-forma at **ANNEXURE-IV** of Global Tender Document will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.

11.7 The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days after acceptance of last consignment at RINL/VSP after effecting deductions, if any.

11.8 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.

11.9 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier / contract agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission / remuneration / salary / retainer being paid by them to the agent(s).

11.10 Wherever the Indian representative has communicated on behalf of their foreign supplier / contract agency and / or the foreign supplier / contract agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier / contract agency should be submitted before finalizing the contract.

12.0 **STATEMENT OF DEVIATIONS**:

12.1 Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at **ANNEXURE-V** of Global Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno Commercial Bid : **Part - A.**

12.2 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as **ANNEXURE-V** of Global Tender Document. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.

12.3 No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

13.0 **LOADING ON ACCOUNT OF DEVIATIONS**:

13.1 In case an offer with deviations to payment terms is considered, it shall be loaded suitably 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 above is on the presumption that the tenderer have confirmed acceptance of all the terms and conditions stipulated in the tender. RINL / VSP reserves the right to load the offers at its sole discretion for other deviations also, which in the opinion of RINL /VSP have financial implications to RINL / VSP. The decision of RINL / VSP in this regard shall be final.

14.0 **VALIDITY OF OFFER:**

14.1 Each tenderer shall keep his offer firm and valid for acceptance by RINL/VSP for a period of **120 (One Hundred and Twenty)** days from the actual date of opening of tender.

15.0 **EARNEST MONEY DEPOSIT:**

15.1 Each tender shall be considered only if **Earnest Money Deposit** in US Dollars or in Indian Rupees by means of either a Account payee Demand Draft/banker's Cheque drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode or in the form of Bid bond (as per format given at **ANNEXURE-VI** of Global Tender Document) for an amount Rs.75,00,000.00 (Rupees Seventy fife lakhs only) or US$ 1,17,560.00 (US Dollar One Lakh Seventeen Thousand Five

Hundred Sixty only) is to be submitted along with or prior to opening of **Part-A:** Techno-Commercial Bid.

15.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of **Part-A:** Techno-Commercial Bid or is submitted along with the said **Part-A. (VITAL**)

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

15.4 A Bid Bond in the form of a Bank Guarantee as per the prescribed proforma at **ANNEXURE-VI** of Global Tender Document established in favour of RINL. No change in the prescribed proforma 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)** of Global Tender Document**.** The Bid Bond shall be established by any of the Nationalised banks (whether situated at Visakhapatnam or out station) with a clause to enforce the same on their local branch at visakhapatnam or any scheduled bank (other than Nationalised bank) situated at visakhapatnam 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.

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

15.6 Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.

15.7 The following categories are exempted from submission of Bid Money :

a) Central/State Government Public Sector Undertakings of India.
b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
c) Units registered with RINL for the tendered item (s).

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

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

15.8 The Bid Money shall be encashed by RINL/VSP without any further reference to the Tenderer and forfeited:

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

(or)

b) in case of a successful Tenderer fails to furnish Performance Guarantee Bond in accordance with **Cl.No. 12.0 of ANNEXURE-IX** of Global Tender Documents.

16.0 **PURCHASE PREFERENCE**:

16.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide **Cl.No. 16.2.1 below.**

16.2 Condition for availing benefit under **Cl.No. 8.0 of Detailed Terms and conditions of Invitation to Supply Tender** (Ref VSP's web site: www @vizagsteel.com) and Cl. No.8.1 above by Local Micro & Small Entrepreneurs (Local SSIs):

16.2.1 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate / Entrepreneur Memorandum acknowledgement Part - II issued by any of the following for the items / item category for which they are registered for availing the relevant benefits as stipulated at **Cl.No.16.2 above**:

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

17.0 **INPUT TAX CREDIT (for Indigenous Supply):** The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. The successful Tenderer shall ensure submission of GST bills on complete set/Unit (as per ITT) basis linking with the corresponding documents without fail. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

18.0 **PLACEMENT OF ORDER:**

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

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

19.0 The Tenderers are requested to fill up the **CHECK LIST** as at **ANNEXURE-VIII** of Global Tender Document.

20.0 **PREPARATION OF TENDER:**

20.1 The offer shall be submitted in two parts;
Part-A - Techno-Commercial Bid
Part-B - Price Bid.
in two separate sealed envelopes.

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

1. Earnest Money Deposit (EMD).
2. Documents for credentials of un-enlisted vendors of VSP as specified at **Para 2.0 of ANNEXURE-I** of the Global Tender Document
3. Specifications/Scope of Work as per **ANNEXURE–II** of the Global Tender Document duly signed and stamped
4. Letter of Authority from the Manufacturer as **per ANNEXURE-III** of the Global Tender Document
5. Declaration in original regarding Indian Agent, if any, as per the pro-forma given at **ANNEXURE-IV** of the Global Tender Document.
6. Letter in original as a token of acceptance of the RINL terms and conditions mentioned in the tender, as per the proforma given at **ANNEXURE-V** of the Global Tender Document.
7. Declaration of particulars as sought at **ANNEXURE-VII** of the Global Tender Document.
8. Check list as per **ANNEXURE-VIII** of the Global Tender Document
9. The price schedule after blanking the prices (but indicating the percentage of Taxes and Duties levied in case of indigenous supply).
10. Integrity pact as per **ANNEXURE-IX** of the Global Tender Document)

20.3 Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

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

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

20.6 The sealed envelopes with **Part-A** & **Part-B** of the offer should bear, in Block capital letters, superscription "Global Tender for supply and application of **Refractories for Steel Ladle for SMS-I** against Tender No**. Pur.7.67.0023/0073 dated: 04.12.2017**" and should also bear superscription:

Part-A: Techno-Commercial Bid, **or**
Part-B: Price Bid.
The two envelopes should be sealed separately. The name and address of the tenderer should be mentioned on these envelopes.

20.7 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3rd Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam- 530 031, Andhra Pradesh, India and should bear

in Block Capital Letters the superscription "Offer in response to Tender No: **Pur.7.67.0023/0073 dated: 04.12.2017 due on 05.01.2018**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

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

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

21.0 **LANGUAGE OF THE BID:**

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

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

a) Non-Submission of Annexure-II duly signed and stamped.
b) 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.
g) Offers without CFR price and not specifying the breakup of the Price indicating the FOB Price and Freight against this tender.
h) Offers not confirming the acceptance of Integrity Pact.
i) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.

22.3 In case any Tenderer is silent on any clauses mentioned in this tender document, RINL/VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

22.4 The Price quotations should be given in only in the price format and not in any other accompanying documents or statement.

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

22.6 Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.

23.0 **COMPLETENESS OF THE TENDER:**

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

24.0 **ETHICS:**

24.1 If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in

RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.

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

24.3 In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened or after finalization of contract punitive action shall be taken as per prevailing guidelines.

25.0 **TDS CERTIFICATE:**

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

25.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.

25.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.

25.4 However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.

25.5 The following certificates (as per prescribed formats at **ANNEXURE-XIII** of Global Tender Document) to be submitted by the supplier, in case of import source.
a) Tax Registration Certificate b) Form-10F and 3) Undertaking for foreign payments

26.0 **PAYMENT OF ALLOWANCES TO CONTRACT LABOUR:**

26.1 The contractor shall have to pay welfare allowance (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc. @ Rs.80.76 ps. per day of actual attendance of each worker in the contract not exceeding Rs.2100/- per month in addition to the wages as indicated in the minimum wages clause of special conditions of contract. The contractor will submit his claim with proof of such payment made in this connection in the RA bill and the same is reimbursed to him.

26.2 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.

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

26.4 The successful Tenderer 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 successful Tenderer 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 successful Tenderer's account. successful Tenderer to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the successful Tenderer of any responsibility, liability or obligations under the contract and the successful Tenderer 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 successful Tenderer or his agents and workmen. The Penalties in case of Safety violation is given at **ANNEXURE-XII** of Global Tender Document

27.0 **AMENDMENT TO THE TENDER TERMS AND CONDITIONS :**

27.1 At any time prior to the deadline for submission of the bids, the RINL/VSP may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's website at regular intervals. The Tenderer should refer to RINL's website regularly for any Corrigendum.

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

****

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

Rev.No. 06. 09.10.2017

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

1.1 Life of Steel ladle:

1.1.1 Performance guarantee: 95 heats

1.1.2 Cut off life: 76 heats

5.0 Basis of payment:

2.0.1 Heat cost = [(Basic price of set cost excluding taxes, duties and freight for supply) + (Basic application charge excluding taxes and duties)] ÷ Performance guarantee in heats i.e., 95.

2.0.2 Payment shall be made on the basis of following:

Sl. No.	Life achieved, Heats	Payment
1	≤ 76	0 x heat cost
2	77 to 79	0.85 x heat cost x actual no. of heats achieved
3	80 to 84	0.90 x heat cost x actual no. of heats achieved
4	85 to 89	0.95 x heat cost x actual no. of heats achieved
5	90 to 100	2.0 x heat cost x actual no. of heats = A
6	101 to 108	'A' for 100 heats + 0.65 x heat cost x (actual no. of heats achieved -100) = B
7	109 to 114	'B' for 108 heats + 0.50 x heat cost x (actual no. of heats achieved -108) = C
8	> 114	'C' for 114 heats + 0.25 x heat cost x (actual no. of heats achieved – 114).

6.0 Eligibility:

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

3.0.1 Who are Visakhapatnam Steel Plant's registered supplier for steel ladle refractory set under sub-group 67/036.

OR

3.0.2 Party must have credential of supplying at least 50 full set of steel ladle refractories of Mag-Carbon (MgO-C) quality or combination of MgO-C or Alumina Mag-Carbon (AMC) quality, either against a single order or in totality against different orders, within last 5 years from RFX date (i.e. Invitation to tender) for steel ladle of minimum 130 Ton capacity in any Steel Plant. For deciding whether the supply is within 5 years from RFX date, either the order date or the delivery date as indicated in the said order copy, shall be considered. The average life achieved against each of the completed orders, which will be furnished by the party against fulfillment of eligibility criteria for supply 50 sets, should be minimum 90 heats. Party have to produce following documents along with their offer as supporting documents for supply of set and performance:

a) Supplier/Manufacturer shall submit copy of all the pages of purchase order (issued by their customer) which should contain order date and date of delivery. The purchase order copy shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory.

In case the order copy is furnished in any language other than English, then English translated version of the same also shall be furnished, which shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. In the English translated version of the order copy details like order reference, order date, date of delivery shall be clearly mentioned.

b) Supplier/Manufacturer shall submit performance report/certificate for complete order quantity issued by the customers for each of the orders. The performance reports/certificates shall be duly signed by the customers with clear mention of name and designation of the issuing authority. In case photocopy of the performance report/certificate is furnished, the same shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. The performance reports/certificates issued by the customer should contain order reference and order date.

In case the performance reports/certificates are furnished in any language other than English, then the English translated version of the same also shall be furnished, which shall be self attested by the supplier/manufacturer with clear mention of name and designation of the signatory. In the English translated version of the performance report/certificate order reference, order date, achieved life (heats) shall be clearly mentioned. The performance report issued by the customer should contain order reference and order date.

In case the order copy and performance reports are furnished in any language other than English, then in the English translated version of the order copy, the details like order reference, order date, date of delivery shall be clearly mentioned. Similarly, in English translated version of the performance report, order reference, order date, achieved live (heats) shall be clearly mentioned.

In addition, the tenderer shall indicate their credential in the following format:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Sl. No.	Name of the customer	Steel ladle capacity	Order reference no. and date	No. of sets ordered	Delivery date as per Purchase Order.	Quality of working lining bricks	Average life (heats) of the complete order	Whether order copy is submitted along with the offer (including English translation, if applicable). Yes / No	Whether performance report issued by customer for the total order quantity is submitted along with offer (including English translation, if applicable). (Yes / No)

Registered vendors of VSP for steel ladle refractories under sub-group 67/036 need not furnish any documentary evidence as sought in the above eligibility criteria.

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

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

4.0.2 Falling of ladle from crane.

4.0.3 Skulling.

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

4.0.5 Refractory failure due to operational parameter beyond normal range:

Normal range of liquid steel:

iii) Tapping temperature (max.) - 1750 ^{o}C
iv) Temperature at ARS (max.) - 1700 ^{o}C

4.0.6 Mouth tapping from Converter.

4.0.7 Groove formation below slag zone due to under tapping.

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

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

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

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

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

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

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

4.0.15 Any other unforeseen reason which is attributable to VSP.

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

5.0 For any red spot observed in the ladle.

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

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

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

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

6.0 For back filling in the gap between working lining and safety lining, resin bonded sintered dolo / magnesia based basic mass of suitable quality shall necessarily be used. Through proper application of the working lining and back filling mass it is to be ensured that no penetration takes place and difficulty/delay is not faced in debricking, dumping of ladle and / or damage of backup castable does

not occur. If the back-up castable is damaged due to penetration through working lining bricks and repair is to be carried out by VSP in back-up castable, then LC-70 castable procured by RED for use in IRUT snorkel shall be used for the repair. Records shall be maintained by RED for the quantity. LC Castable value (based on LNCP) + additional 10% of the castable value shall be recovered from the working lining supplier as a penalty. In case any minor patching at back-up is required, TLM supplier shall carry out the same with their high alumina base castable at no extra cost to VSP. Supplier shall ensure that the bricks to be installed between working lining and backup castable are having good strength and the same do not vitrify / crumble / shrink during usage.

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

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

7.0.2 In addition, cost of castable (LC-70 castable for use in IRUT Snorkel) for repairing the damage in backup lining shall be recovered from the TLM supplier in line with the mode of recovery indicated in point no.6.0.

7.1 If any ladle is put down due to ladle through at or before guaranteed life due to VSP reasons as listed in point 4.0 mentioned above, payment for such ladle set (s) will be made in line with point 4.0.

7.2 If any ladle is put down due to through at higher than the guaranteed life, payment will be made in either of the following two ways:

7.2.1 If the through takes place due to any VSP problem as listed in point 4.0 which is not attributable to the supplier, payment for such ladles will be made for successfully completed heats.

7.2.2 If the through is not due to any VSP Operational reason, payment for such ladles will be made for successfully completed heats. However, a lump sum penalty of 10% of set cost (LNCP basis) will be levied on supplier for each occasion.

8.0 In case of a localized defect in the ladle at any life like dislodging of free board lining during mouth jam removal, damage to tilter bracket for engaging auxiliary hook etc., and if the ladle is having potential of achieving higher life as assessed by VSP {jointly by representative of RED and SMS-1 (O)}, then in such cases the supplier may be allowed to rectify the localized defect by carrying out necessary repair of lining in addition to the one permissible intermediate repair. In all such cases the decision of VSP is final.

9.0 <u>IMPORTANT ISSUES IN THIS CONNECTION:</u>

9.0.1 Ladle will be treated at LF/IRUT as per requirement.

9.0.2 To meet the production requirement or other necessities ladle lining can be taken up by VSP. For such ladles supplier is required to ensure supervision and monitoring during relining and subsequently during circulation period, including activities such as transportation of materials for such ladles from allotted VSP storage godown to SMS-1 site and their loading / unloading at site, running maintenance through gunniting etc., as per relevant clauses under supplier's scope. Also, the performance clause indicated at clause no.1.0 to 8.0 of this scope of work shall be applicable for such ladles at par with the steel ladles relined by the supplier. For such ladles application charges will be payable as per terms of application P.O.

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

a) Full relining is done by VSP: Rs.82,800/-
b) Transportation of material during full relining is done by VSP: Rs.28,750/-
c) Intermediate repair is done by VSP: Rs.33,120/-
d) Transportation of material during intermediate repair is done by VSP: Rs.11,500/-

9.0.3 In case a steel ladle set is declared down before carrying out the permissible intermediate repair, then application charges will be payable as per application PO (Work Order). However, lumpsum recoveries of Rs.33,120/- towards component of application charge and Rs.11,500/- towards component of transportation charge for material of intermediate repair are to be levied in the application bill of that particular ladle set.

Above recoveries are not leviable in case a ladle set is put down below the cut off life or due to through at or before guaranteed life in which case clause no.2.0.2 and 7.0, 7.0.1 and 7.0.2 are applicable.

9.0.4 In case due to any VSP reason (as listed in clause no.4.0), a heat is to be re-ladled from one ladle to another ladle then that particular heat will be added to the lives of each of the ladle. In case it is required to re-ladle a heat due to the failure of working lining of the ladle which is attributed to the supplier, then the particular heat will be accounted only for the second ladle and this incomplete heat shall not be taken into consideration for life certification of the first ladle. In case of more than one re-ladling of any particular heat, the same logic shall be followed for accounting the life of that particular ladle.

10.0 **Supplier's Scope:**

10.0.1 Lining pattern will be as per the attached indicative drawing with respect to lining thickness. 50mm and 170mm backup castable lining in the side wall and bottom respectively shall be provided by VSP. In case LCC is not installed in any ladle, VSP shall provide suitable quality of bricks and ramming mass for installation of backup lining by the TLM supplier in place of castable back up.

10.0.2 During well block and housing block lining any gap should be filled by suitable quality of MgO based ramming mass for easy removal of well block and housing block during repair. Additionally, the gap between side wall and the floating bottom is also to be filled-up with suitable quality of basic ramming mass or high alumina based castable of suitable quality.

10.0.3 Slag zone quality bricks should be used in the working lining of the free board area of the ladle.

10.0.4 Castable is to be applied in between the working lining and top retainer plate of the ladle and for this purpose 90% alumina conventional castable is to be used.

10.0.5 Supplier is free to design their set quantity for carrying out relining as per lining drawing in order to achieve the performance guarantee. They will select suitable quality of material and suitable shape of refractory bricks as per their lining drawing. Along with the offer supplier shall submit their set quantity, both for initial lining and repair, along with their lining drawing in following format.

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

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

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

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

10.0.6 The 30mm thick backup bricks, which are to be used as separating layer between the working lining and backup castable, should be of basic quality.

10.0.7 Supplier shall use suitable quality of bricks designed for withstanding impact of liquid steel at their 6'0 clock impact area of bottom and adjacent side wall. The exact location of impact area is indicated in Drg. No. PD-RED-51,Rev 1.

10.0.8 Unloading and storage of material at allotted VSP storage godown. Custody of materials shall be with the supplier. In case it necessitates for change of storage godown, shifting of materials shall be sole responsibility of that particular supplier.

10.0.9 Transportation of materials from allotted VSP storage godown to SMS site including loading and unloading as per VSP's shop floor's requirement. Truck / articulated trailer shall be used for transportation.

10.0.10 Relining/repair of ladles as per VSP's daily requirements. Round the clock supervision during relining / repair. Regular cleaning of relining platform and cleaning of work area after relining.

10.0.11 Monitoring of ladle round the clock while the ladle is in operation.

10.0.12 Intermediate repair shall be allowed once in a campaign for necessary replacement of slag zone and bottom lining. During the whole campaign period whenever it is required to install well-blocks

and housing blocks / carry out replacement of well blocks and housing blocks, the same shall be carried out by the supplier without any extra payment. Housing block and well block will be provided by VSP free of cost and all other necessary items required during this installation / replacement shall be provided by TLM supplier.

10.0.13 Supplier should have necessary arrangements for carrying out oxygen lancing or any other cutting arrangement for removal of penetrated/deposited metal jam (jam between working lining and backup lining including jam below retainer plate) while executing slag zone change/bottom repair/well block repairs/free board change. Required lancing pipes and oxygen shall be supplied free of cost by VSP for these purposes.

10.0.15 Gunniting in ladle shall be done as per requirement of VSP.

10.0.15 All the tools and tackles like pneumatic breaker, pneumatic rammer, sling, chisel and hammer, crowbars, brick cutting arrangement, relining table etc. should be arranged by the supplier during relining / repair. Necessary steel plate for fabrication of relining table shall be provided by VSP. The supplier / contractor shall ensure usage of ISI marked regulator, hoses, nozzles, cutting torch, welding holders and cables for the cutting and welding works and ISI marked brick cutting blades.

10.0.16 Submission of daily stock position of their materials to R.E.D and Purchase Dept.

10.0.17 Supplier has to fulfill the conditions laid down by Safety Engg. Department of VSP for carrying out relining job. For non-compliance of safety appliances penalty shall be levied as per the norms fixed by the SED which is subject to change from time to time.

10.0.18 Supplier has to clearly indicate whether the application job is to be carried out by them directly OR through a sub-agency by sub-letting the work. 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.

10.0.19 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.

10.0.20 Supplier shall ensure the delivery of the ladle sets as per P.O delivery schedule which may be altered in course of the execution of the order depending on production requirement.

10.0.21 Materials should be protected from rain during transit from suppliers' premises to VSP and from VSP godown to site.

10.0.22 All the monolithic items are to be supplied in 25Kg. water proof paper/jute/HDPE bags with proper stamping regarding item description, Brand name, P.O No, manufacturer's name & manufacturing date. Supplier has to deposit all the empty plastic bags at the designated area inside the plant.

13.0 VSP'S SCOPE:

11.0.3 Debricking of ladles after being declared down shall be carried out by VSP.

11.0.4 Providing storage space in godowns and at SMS-1 site.

11.0.3 Providing services like water, electricity, compressed air, EOT crane free of cost as per existing facilities.

11.0.12 Pre-heating of relined ladles and intermediate heating while in circulation.
11.0.13 Joint Inspection of ladle at the end of each heat and decision regarding suitability for next heat.
11.0.14 Any mechanical repair, like fixing or welding of top retainer plate, shell repair etc.
11.0.15 To provide lance pipes and oxygen for removal of penetrated / deposited metal jam.
11.0.16 To provide well block and housing block.
11.0.17 To provide LCC backup in ladle or other wise to provide backup bricks and ramming mass for relining by TLM supplier.
11.0.18 To provide Steel plate as per requirement for fabrication of relining tables.
11.0.19 Lancing of metal jam above retainer plate.

14.0 Important information:

12.0.2 Engineer I/c: AGM (RED)
12.0.2 Certifying authority: DGM (RED) I/c

~~~~~

15.0 Performance Clause:

Gurantee Life: 95 heat
Cutt off Life:76 heat
For Details refer "Scope of Work".

16.0 Bonus/Penalty Clause:

AS PER SCOPE OF WORK.

17.0 REFRACTORIES FOR STEEL TEEMING LADLE UNDER TOTAL LADLE MANAGEMENT AS PER ABOVE SCOPE OF WORK AND PERFORMANCE GUARANTEE

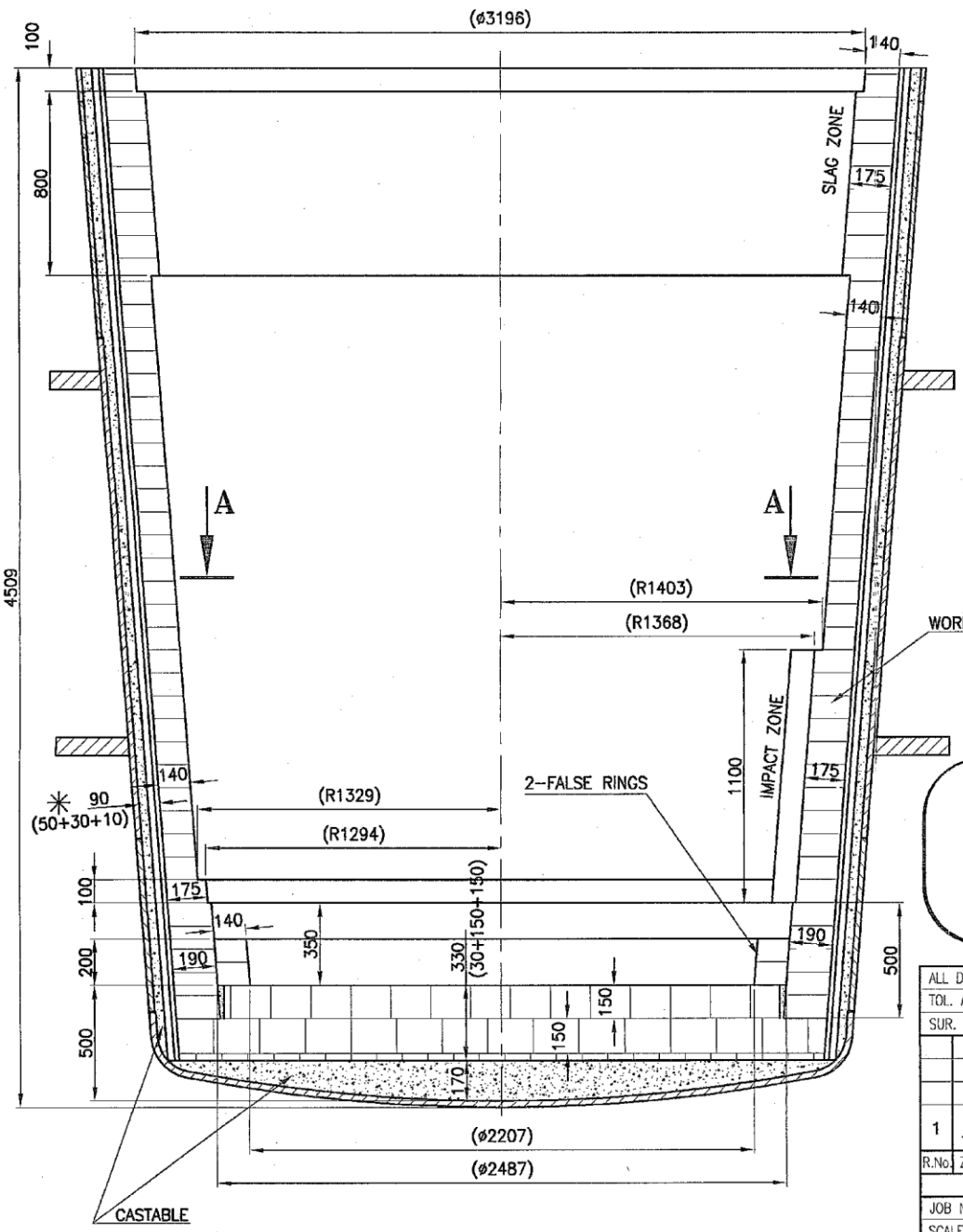
REFRACTORY, MAGNESIA BASED
IDENTIFICATION NUMBER :STEEL LADLE SMS-1
MAIN CONSTITUENTS :MAGNESIA CARBON BASED
PROCUREMENT MODE :ON SUPPLY CUM APPLICATION
PERFERMANCE GUARANTEE :95HEATS

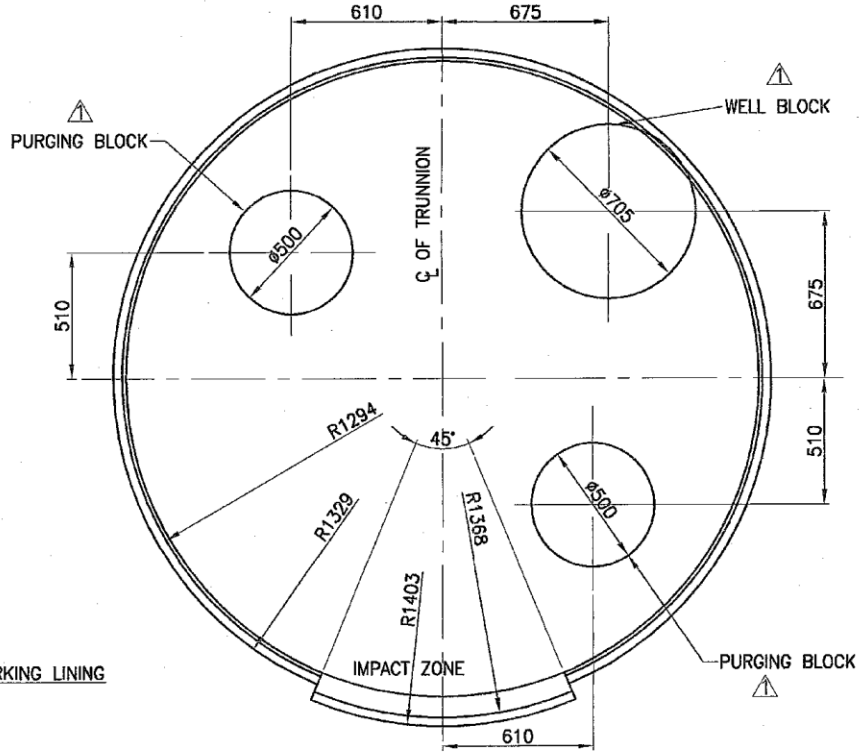
REFRACTORIES FOR STEEL TEEMING LADLE UNDER TOTAL LADLE MANAGEMENT AS PER ENCLOSED SCOPE OF WORK AND PERFORMANCE GUARANTEE

Tenderers to note the following for compliance,

In view of the definition of Heat Cost for Payment indicated at Clause 2.0 above , the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection (VITAL).

(Signature of the Tenderer with Seal**)**
~~~~~





STEEL LADLE BOTTOM PURGING & WELL BLOCK ARRANGEMENT.

VIEW A–A

AGREED TO

D.C.M.
R E D

NOTES/TECHNICAL REQUIREMENTS.

1. THIS DRAWING IS DEVELOPED BASED ON THE SKETCH GIVEN BY R.E.D.
2. ✳ INDICATES BACKUP LINING AS FOLLOWS:
   CASTABLE 50 THK.
   SAFETY 30 THK.
   COATING MASS 10 THK.

ALL DIMENSIONS ARE IN mm.
TOL. AS PER:- IS:919 AND IS:2102
SUR. FINISH IN MICRONS IS:10719

R.No.	ZONE	DESCRIPTION	DATE	APD.
1	⚠	WELL BLOCK HOLES & PURGING BLOCK HOLES INCORPORATED.		

REVISION

JOB No. –
SCALE: 1:20
TOTAL Wt. (Kg) –
DATE 24-12-03
SHEET SIZE: A3

VISAKHAPATNAM STEEL PLANT
PLANT DESIGN

UNIT/SECTION: –
EQUIPMENT: STEEL TEEMING LADLE – 150 T

LINING ARRANGEMENT FOR STEEL TEEMING LADLE (OPTION-B) (WITH BACKUP CASTABLE)

	NAME	SIGNATURE
SKD.	FH/VS	
DRN.	F.HASSAN	
CHD.	SUDHAKAR	
APD.	V.Sudhakar	

REF. DRG. No. –

DRAWING No.	REV.No.
PD-RED-51	1

ANNEXURE -III OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

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

Dear Sir,

Sub: Your Tender Notice No Pur 7.67.0023/0073 dtd. 04.12.2017.

---

1. We ..... an established and reputed .....(material) producer of ..... (place) do hereby authorise M/s.....(Name and address of tenderer) to make an offer in response to this invitation to tender.

2. No Company / Firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific tender.

3. In the event, the offer made by M/s..... being considered by RINL for acceptance both M/s ..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Order.

4. We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully
(NAME)

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

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

ANNEXURE-IV OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

DECLARATION REGARDING INDIAN AGENT

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

Dear Sir,

Sub: Your Tender Notice No..... dated.....
for supply and application of .....

1. With reference to the subject tender, we wish hereby inform you that we have appointed M/s..... as our Indian Agent and furnished the commission / remuneration payable to them in the Price Bid (**Part-B).** The other details are given below:

a	Nature (Individual / Proprietary Firm / Partnership Firm / Limited Company)	
b	Name (s) of the Proprietor / Partners / Directors	
c	Registered Address	
d	Correspondence Address	
e	Contact Person	
f	Mobile Nos.	
g	Phone Nos.	
h	Fax Nos.	
i	E-mail IDs	
j	Web Address	
k	Extent of authorization (copy of Agreement / MOU in this regard is enclosed)	

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it in Indian Rupees considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing **(i)** one day before the scheduled date of reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bids (or) **(iii)** the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and it shall not be subject to any further exchange variation.

3. In the event of an Agreement materialising, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after acceptance of last consignment at VSP after effecting deductions, if any.

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

ANNEXURE-V OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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 ITT No.Pur.7.67.0023/0073 dtd.04.12.2017
2) Our Offer No.

1. With reference to your Tender Notice No. Pur.7.67.0023/0073 dtd.04.12.2017 for supply and application of Refractories for Steel Ladle for SMS-I, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

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

** Strike off whichever is not applicable.

STATEMENT OF DEVIATIONS

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

……
Signature and Seal of the Tenderer

ANNEXURE-VI OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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

(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 Global Tender No. ..... Dated..... (hereinafter referred to as the said Invitation to Tender) for 260 Sets of "Supply & Application of Refractories for Steel Ladle for SMS-1"

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 USD ..... (US Dollars ..... only) / / 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 120 days from the date of opening of tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% (five percent) of the Landed cost (for Indigenous) Or CFR Cost (for Imported) at the price and on the terms accepted by RINL, before date of commencement of supplies or within 30 (Thirty) days from the date of the LOI/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 on the basis of [**] FOR VSP Stores/ FOB named port of loading/ C&F Visakhapatnam.

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

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 150 days from the date of opening the tenders and also undertakes that the claims if any, against this Bank Guarantee shall be enforceable at the counters of our branch at Visakhapatnam situated at .....(Address of local branch at Visakhapatnam).

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

Signature
Name ( )

Duly constituted attorney and authorised signatory

Designation :

Name and Address :
of the Bank

** - As applicable.

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

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE–VI (A) OF GLOBAL TENDER DOCUMENT
(GLOBAL TENDER NO. PUR.7.67.0023/0073 Dt.04.12.2017)

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 singing 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 GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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	Quantity offered in Sets	
3	Name and addresses (Registered and Correspondence) of the Indian Agent, if any	
4	Extent of authorization (extent of service rendered by agent)	
5	For imports only	
	a) Type and Number of Containers required for total quantity offered	
	b) Qty to be stuffed in each container	
6	Minimum lead time required for delivery of first lot	
7	Statutory Registrations:	
	a) GST No and Date (For Indigenous offers only)	
	b) IT/PAN No.	
	c) Industrial/Trade License	
8	Country of Origin (In case of imports only)	
9	Customs Tariff Number (In case of import only)	
10	Load port details (In case of import only)	
11	Place of Despatch (For Indigenous offers only)	
12	User ID for participation in e-reverse auction **(Cl.No.8.0 of Invitation to Tender**)	
13	Tenderer's Bank account details	
14	Currency quoted a) For Supply b) For Application part **(in Rs.)**	
15	Details of the Party on whom Application order is to be placed along with their GST No. (In case of import offers)	
16	Nature of Contract (For Indigenous offers only):	
17	HSN Codes & GST(For Indigenous offers only):	
	a) HSN Code (s) & % GST Applicable for Supply	
	b) HSN Code (s) & % GST Applicable for Application	
	c) % GST to be considered for evaluation for Supply (Cl.No.8.8 of NIT)	

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

ANNEXURE-VIII OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO -COMMERCIAL BID: Part-A OF YOUR OFFER

SL. No.	TENDER TERMS	AS REQUIRED BY RINL/VSP	TO BE CONFIRMED BY TENDERER
1	Name & address of the Tenderer		
2	Letter of Authority from Manufacturer	To confirm as per Cl.1.2 of ANEXURE-I of Global Tender	
3	Documents for Eligibility	To confirm as per Cl.1.4 of ANEXURE-I of Global Tender	
4	Credentials of the Tenderer	To confirm as per Cl.2.0 of ANEXURE-I of Global Tender	
5	Quantity offered	To confirm as per Cl. 4.0 of ANEXURE-I of Global Tender	
6	Scope of work, Technical specification	To confirm as per ANEXURE-II of Global Tender	
7	Price Basis	To confirm as per Cl.6.0 of ANEXURE-I of Global Tender	
8	Purchaser's option of exercising FOB/CFR	To confirm as per Cl.6.2.2 of ANEXURE-I of Global Tender	
9	Price firmness	To confirm as per Cl.6.4 of ANEXURE-I of Global Tender	
10	Delivery schedule	To confirm as per Cl.7.0 of ANEXURE-I of Global Tender	
11	Payment terms	To confirm as per Cl.8.0 of ANEXURE-I of Global Tender	
12	Indian Agent details	To confirm as per Cl.11.0 of ANEXURES-I & IV of Global Tender (in case of imports only)	
13	Letter of Acceptance of Terms & Conditions of Global Tender	To confirm as per Cl.12.0 of ANEXURE-I of Global Tender	
14	Validity of offer	To confirm as per Cl.14.0 of ANNEXURE-I of Global Tender	
15	Earnest Money Deposit	To confirm as per Cl.15.0 of ANEXURE-I of Global Tender	
16	Submission of ITC documents	To confirm as per Cl.17.0 of ANEXURE-I of Global Tender	
17	Income Tax Declaration and Form 10 F (Overseas Tenderers)	To confirm as per Cl.25.0 of ANNEXURE-I of Global Tender	
18	Safety Violations	To confirm as per ANNEXURE-XII of Global Tender	
19	Other terms and conditions of ITT	To confirm acceptance.Cl.28.0 of ANNEXURE-I of Global Tender	
20	Insurance	To party's a/c (for indigenous supply)	
21	Declaration of Particulars	As per of ANNEXURE-VII of Global Tender	
22	Shipping Documents	To confirmed as per Cl.8.0 of ANNEXURE-IX of Global Tender	
23	Packing and Marking	To confirmed as per Cl.9.0 of ANNEXURE-IX of Global Tender	
24	Test cum Guarantee certificate	To confirmed as per Cl.11.0 of ANNEXURE-IX of Global Tender	
25	Performance Guarantee Bond	To confirm as per Cl.12.0 of ANNEXURE-IX of Global Tender	
26	Liquidated damages	To confirm as per Cl.16.0 of ANNEXURE-IX of Global Tender	
27	Default	To confirm as per Cl.17.0 of ANNEXURE-IX of Global Tender	
28	Risk Purchase	To confirm as per Cl.18.0 of ANNEXURE-IX of Global Tender	
29	Transfer & Subletting	To confirm as per Cl.21.0 of ANNEXURE-IX of Global Tender	
30	Force Majeure	To confirm as per Cl.27.0 of ANNEXURE-IX of Global Tender	
31	Arbitration	To confirm as per Cl.28.0 of ANNEXURE-IX of Global Tender	
32	Submission of Integrity pact	To confirm as per ANNEXURE-XI of Global Tender	

.....
Signature and Seal of the Tenderer

ANNEXURE-IX OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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

1.0 **DEFINITIONS:**

1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.

1.2 The SUPPLIER shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.

1.3 The Order shall mean and include Invitation to Tender (ITT), Purchase Order (PO) or Acceptance of Tender (A/T) and amendments to PO or A/T thereof issued by the Purchaser in writing.

1.4 The MATERIAL shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender.

1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender. In case a tenderer quotes part qty of set on FOB/CFR basis and a part qty of set on FOR VSP Stores basis, the date indicated in the A/T will be the end date by which supplier is required to deliver total qty required for set(s) i.e., both import and indigenous parts of set(s) at VSP Stores.

1.6 The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender.

1.7 In case of indigenous supplies, Load port shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

2.0 **QUANTITY:**

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

3.0 **PRICES**:

3.1 **For Imported supplies,** the prices FOB Named Port of Loading (MATERIAL in bags and stuffed into containers) and CFR Visakhapatnam Port, India per Set basis shall be as indicated in the Acceptance of Tender. PURCHASER reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment and no change in freight quoted, whatsoever, shall be allowed. In case of order on Import source, the payment shall not exceed the LNIP so arrived in INR

3.2 **For Indigenous supplies**, the prices per Set FOR VSP Stores, shall be as indicated in the Acceptance of Tender. The payment shall not exceed the LNIP so arrived in INR.

3.3 Prices shall be firm and fixed for the entire period of the SUPPLIER's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account. In case of order, the payment shall not exceed LNIP so arrived in INR.

4.0 **INDIAN AGENT'S COMMISSION**:

4.1 **In case of Imported Supplies**, the above price shall be inclusive of any commission as indicated in the Acceptance of Tender payable in equivalent Indian Rupees. The Agency commission payable to the Agent will be converted to Indian Rupees at considering the lower of the rate of exchange of TT buying rate of "State Bank of India " prevailing **(i)** one day before the scheduled date of reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bids (or) **(iii)** the Closing Bid Rate as per Reutors as on the previous working day of Bill of Lading (B/L) Date and shall not be subjected to any further exchange variations and shall be paid only in Indian Rupees after effecting statutory deductions, if any. In case of such deductions, necessary certificate shall be issued as per Government Notification / Law of the Land.

5.0 **DELIVERY**:

5.1 The MATERIAL shall be delivered at VSP Stores as per the schedule mentioned in the A/T. The Purchaser reserves the right to alter the delivery requirement according to stock position.

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

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

6.0 **SHIPPING PROCEDURE:**

6.1 In case shipment on FOB terms is decided the shipping arrangements will be made by the Purchaser through their respective forwarding agents / nominees to whom adequate notice of not less than six weeks about the readiness of cargo for shipment should be given by the supplier from time to time for finalizing the shipping arrangements. The details of forwarding agents / nominees will be informed after deciding the shipment terms.

6.2 The Bills of Lading shall be drawn so as to show:

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

7.0 **CONDITIONS FOR SHIPMENT:**

7.1 The MATERIALS shall always be shipped UNDER DECK only. Under no circumstances, shipment "On Deck" will be permitted or accepted.

7.2 In case shipment on FOB terms is decided every shipment against this A/T must be made under Bill (s) of Lading marked "Freight to Pay" providing for discharge on Liner Terms on Quay / Wharf / Berth at the port of discharge, free of risk and expense to the Purchaser. The date of the Bill of Lading shall be treated as the date of Shipment.

8.0 **SHIPPING DOCUMENTS**: (for imports only)

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

Advance set of documents to be airmailed by the SUPPLIER to the Purchaser **within five days** from the date of shipment.		Original set of documents to be presented by the SUPPLIER to the **F&A Dept. of PURCHASER** for drawl of payment / negotiation	
Sl. No.	Description of the document	Sl. No.	Description of the document
1	First Original (1/3) negotiable clean on board/shipped on board ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd.	1	Duplicate & Triplicate original (2/3) & (3/3) negotiable clean on board/shipped on board Ocean Bill of Lading made to the order and blank endorsed marked "Freight To Pay / Pre-paid" for GOI A/c Rashtriya Ispat Nigam Ltd.
2.	Non-negotiable Bill of Lading	2.	Non-negotiable Bill of Lading
3.	Seller's commercial Invoice	3.	Seller's commercial Invoice
4.	Manufacturer's Test cum Guarantee Certificate	4.	Manufacturer's Test cum Guarantee Certificate
5.	Packing list	5.	Packing list
6.	Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country	6.	Certificate of Country of Origin issued by the Chamber of Commerce or Trade Association in that country
7.	Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1	7.	Lloyds certificate & or forwarding agent's certificate certifying the age and sea worthiness of the carrying vessel, Classed 100 A1
		8.	Seller"s certificate to the effect that the shipment has been made as per Clause 7.0 above
		9.	Fax intimation copy issued by the seller to Insurance company (details mentioned at Cl.No.13.0 below) giving necessary details of shipment within 3 working days of dispatch of material for arranging insurance.
		10.	Seller's certificate confirming despatch of advance set of documents within 5 (five) days from the date of shipment

8.0 **PACKING & MARKING:**

8.1 **Packing:** The SUPPLIER shall include and provide for securely protecting and sea worthy packing the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at PURCHASER's site under conditions which may involve multiple handling, transport by ship, rail and road, storage, exposure, to heat moisture rain etc. Wherever

considered necessary, the PURCHASER or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the SUPPLIER shall carry out the same free of charge. All packing shall allow for removal and checking at site.

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

a)	Name and address of the Consignee	:	Rashtriya Ispat Nigam Ltd. 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	:	
h)	Port of loading & unloading	:	

10.0 **Packing Lists**:

10.1 Each package shall have a detailed packing list quoting specifically the name of the SUPPLIER, number and date of the order, the name of the PURCHASER and the description of the stores and the quantity contained in the package. Duplicate copy of the packing list shall be put in a water proof envelope and fastened securely to the outside of the package.

10.2 Notwithstanding anything stated in this Article, the SUPPLIER shall be entirely responsible for loss, damage or depreciation to the materials occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

11.0 **TEST CUM GUARANTEE CERTIFICATE**:

11.1 The SUPPLIER shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.

11.2 Replacement of defective MATERIALS shall be made free of cost (including duties in India to SUPPLIER's account) at PURCHASER's site by the SUPPLIER and the collection of the defective MATERIAL to the SUPPLIER's works shall be the SUPPLIER's responsibility and shall be made at his expenses.

12.0 **PERFORMANCE GUARANTEE BOND:**

12.1 The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-X** of the Global tender document, for an amount covering 5% (Five percent) of Landed cost of the order (for Indigenous) Or CFR Cost (for Imported) of the order covered by the LOI / Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the SUPPLIER is required to submit the duly filled in check list for BG along with the BG. The check list format is given at **Cl.No.12.6 below**.

12.2 The Performance Guarantee Bond should be established in favour of PURCHASER 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.

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.

12.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 120 days from the date of receipt of the last consignment of the MATERIAL.

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

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: Job Code / AT No/ LOI No:
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: BG Date:
BG Value:

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers singing 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: .....

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

13.0 **INSURANCE**:

13.1 **In case of imports**, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER. In case of indigenous supplies, Insurance is the responsibility of the SUPPLIER.

13.2 For the purpose of insurance, the SUPPLIER shall within two working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax: 0891- 2518753) and M/s. The New India Assurance Co Ltd., Divisional Office III, Door No.30-15-35A, II Floor, Dabagardens, Visakhapatnam – 530 020. Telephone No.0891-2517737, 2591977, Fax No. 0891-2517781, E-Mail: divisionalmanager@yahoo.com, Dealing Officer: Dr. P Manmadha Rao, Divisional manager (Insurance Company).

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

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

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

14.0 **BAILMENT AGREEMENT:**

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

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

15.0 **PAYMENT TERMS:** As per **Cl.No.8.0 of ANNEXURE-I** of Global Tender Document.

16.0 **LIQUIDATED DAMAGES**:

16.1 To recover from the SUPPLIER /CONTRACTOR, liquidated damages not by way of penalty a sum of 0.5% of the price of any stores which the SUPPLIER /CONTRACTOR has failed to deliver as aforesaid for each week or part of week, during which the delivery of such stores may be in arrears subject to a maximum of 10% of the value of such stores /item(s).

17.0 **DEFAULT**:

17.1 Should the 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 or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the 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 **Cl.No.27.0 herein below.**

18.0 **RISK PURCHASE:**

18.1 The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the 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 as stated in **Cl.No. 17.0 herein above** may be either for whole or part of the Acceptance to Tender at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the 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 by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

19.0 **RECOVERY OF SUMS DUE**:

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

20.0 **RESPONSIBILITY**:

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

21.0 **TRANSFER AND SUB-LETTING:**

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

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

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

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

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

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

22.0 **CLEARANCES**:

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

23.0 **TAXES AND DUTIES**:

23.1 In case of Imported Supplies, the SUPPLIER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country.

23.2 In case of indigenous supplies, the applicable taxes, duties and levies shall be indicated in the order. The prices shall remain firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the SUPPLIER. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit.

24.0 **IMPORT LICENSE**:

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

25.0 **COMPLETENESS OF THE AGREEMENT AND MODIFICATION:**

25.1 This Order supercedes all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SUPPLIER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Order shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Order.

26.0 **WAIVER:**

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

27.0 **FORCE MAJEURE:**

27.1 If either the SUPPLIER or the PURCHASER be prevented from discharging its or their obligation under this Order by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God,

Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party /Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

27.2 Should there be any interruption in the delivery of the MATERIAL due to force majeure circumstances detailed above, it is hereby mutually agreed between the PURCHASER and the SUPPLIER that the period of off take of the MATERIAL by the PURCHASER /period of delivery of the MATERIAL by the SUPPLIER shall automatically stand extended by a period not exceeding one year, equal to the actual duration of the causes interrupting the off take by the PURCHASER and / or delivery of the MATERIAL by the SUPPLIER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption of shipment.

28.0 **ARBITRATION:**

28.1 All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India.

29.0 **LEGAL INTERPRETATIONS**:

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

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

30.0 **LIABILITY OF GOVERNMENT OF INDIA**:

30.1 It is expressly understood and agreed by and between the SUPPLIER and the PURCHASER that the PURCHASER is entering into this Order solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Order and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SUPPLIER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this Order. Accordingly, the SUPPLIER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Order and convenants 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 - X OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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 SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No._____ Dated_____(hereinafter called the said A/T) for the supply and application of_____(_____) Sets of Refractories for Steel Ladle for SMS-I (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, _____ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of L/R of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____(name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, _____ (name of bank & branch), not withstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the

PURCHASER on demand and without protest or demur.

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

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

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

7. We, _____ (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the SELLER and/ or the PURCHASER.

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

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

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

(NAME AND ADDRESS TO BE SPECIFIED)

INTEGRITY PACT

1.0 To download Integrity pact and to know the details of Nodal officer for Integrity pact in RINL, Independent External Monitors (IEMs), Please go to

www.vizagsteel.com --> 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.

****

LIST OF SAFETY VIOLATIONS CATEGORY-WISE

Category	Safety Violations		Fine	
			Works /Non-Works	**Projects**
I	Not wearing crash helmet while riding Two- Wheeler in plant Premises		First offence : Rs. **1,000.00** Second or subsequent Offence : Rs**:2,000.00**	First offence : Rs. **1,000.00** Second or subsequent Offence : Rs**:2,000.00**
II	**Minor Violations**			
	A . Height	1.Height Pass not made / not available	**Rs.3,000/-**	**Rs.5,000/-**
		2.Unauthorized entry at height / hazardous locations.		
		3.Fall arrester not provided / used.		
		4.Horizontal life line / guide rope not provided for anchoring full body safety harness.		
	B. Excavation	1.Proper ladder / steps not provided for descending / ascending.		
		2.Shuttering not done (below 2 mtrs level) of excavation.		
		3.Overhanging burden in pit not removed in excavation.		
		4.Excavated materials left near the edge of the pit.		
	C. Electrical	1.Power Cable clamped with G.I. wires to post / pillar.		
		2.Power cables tied on reinforce rod / structure without proper insulation.		
		3.Loose connection taken from sockets without proper plug.		
		4.Taking shelter behind electrical panel.		
		5.Power cables/electrical wires lying on ground in hap-hazard manner.		
		6.Source of supply / danger board not displayed on the electrical equipment.		
		7.Electrical Control Post not provided with Barrication / Shelter / Canopy.		
		8.Cables used having many joints.		
		9.Earthing not provided on Electrical equipments.		
		10.ELCB not installed.		
	D. Material	1.Use of damaged slings / tools / ropes.		

	Handling	2.Fitness certificate of cranes / hydras / heavy vehicles not available.		
		3..Crane rope conditions not ok.		
		4.Rope of crane not clamped properly.		
		5.Guy ropes not used during shifting of materials.		
	E. Gas Cutting	1.Rolling / lifting of cylinders(without cage).		
		2.Gas cutting without required PPEs.		
		3.Gas hose pipe clamping done by wires.		
		4.Usage of LPG cylinder beyond date of expiry.		
		5.Wet bags / covers not put on gas cylinder.		
		6.Loading /unloading of cylinder – cushion not given.		
II		7.Condition of hose pipe not good.	**Rs.3,000/-**	**Rs.5,000/-**
		8.Working with leaking cylinder.		
		9.Flash Back Arrester not provided at Torch / Cylinder ends.		
		10.Colour coding of gas cutting of hoses not followed.		
	F.Arc Welding	1.Welding with non-standard holder.		
		2.Welding machine earthing not done. (Double body earthing).		
		3.Using improper welding cable.		
		4.Welding cables used with many joints.		
		5.Lugs not provided for connecting cables to Welding machines.		
		6.Local isolation switch not provided on welding machines.		
	G.PPEs	1.Non usage of PPE's at site such as Safety Helmet, Shoes, Goggles, Hand gloves, Face Shields etc., as per requirement.		
	H.Vehicle	1.Driving of heavy vehicles on the main road during restricted hours & restricted routes		
		2.Parking at unauthorized place.		
		3.Using of truck with damaged body.		
		4.Dropping / Spillage of material on the road.		
		5.No number plate on vehicle.		
		6.No head light / signal lights / brake light / horn /reverse horn on the vehicle.		
		7.Tyres of vehicle having patching / bolting.		
		8.Violation of approved speed limits during plying on the road.		

		9.No front / rear wheel guards on Hydra.		
		10.Un-authorized dumping of material.		
		11.Driving license not available / in-valid		
		12.Driving of two wheeler carrying more than one pilion rider.		
		13.Driving dangerously.		
		14.Overloading of vehicles.		
		15.Talking on cell phone while driving.		
II		16.Vehicles transporting loads without tying/securing of loads/ stock protruding out of the truck body/without red flags/red lights, side guards, donnage.		
		17.Drunk & driving		
		18.Non availability of reverse horn of moving equipment.		
		19.Using hydra for material transportation on roads.		
		20.Marching of hydra without signal man & red flags.		
		21.Using trucks for transportation of persons.		
II	**I.Permits**	1.Working without work permit / shut down	**Rs.3,000/-**	**Rs.5,000/-**
		2.Not putting red flags / stopper.		
		3.Dismantling of structure without authorized plan.		
		4.Unauthorized oxygen tapping.		
		5.Working on VSP installations without permission.		
		6.Critical / heavy erection of structures without authorized plan		
	J.General	1.Not having proper gate passes / other area passes.		
		2.Not reporting of accident.		
		3.Hand grinders / mixer machines without guard.		
		4.Make-shift arrangement for job execution.		
		5.Engaging workers without safety training.		
		6.Using of defective tools.		
		7.Unauthorized operation of equipment.		
II	**K. Statutory Records**	1.Safe Working Load(SWL) Certificates of lifting machines / equipments not valid /not available / details not displayed on the equipment.		
		2.Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.		

		3.Eye examination records of vehicle/crane operators not available.		
		4.Electrical Authorization not available.		
		5.Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate		
III	**Minor subsequent - Repetition of safety violations as detailed under Category-II above.**		**First repetition of violation Rs.12,000/- For second repetition of violation onwards Rs.24,000/-**	**First repetition of violation Rs.15,000/- For second repetition of violation onwards Rs.25,000/-.**
IV		**Major violations.**	**Rs.20,000**	**Rs.40,000**
	HEIGHT	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.		
		4.Throwing / dropping of material from height.		
		5.Proper ladder / approach not given for working at height.		
		6.Full body harness (FBH) not wearing.		
		7.Lifeline of FBH not anchoring.		
		8.Floor opening left unguarded in the area of work.		
		9.Working at roof without daily permit.		
		10.Walkway / cross over path not provided.		
	Excavation	1.No barriccading of excavated pits.		
	Electrical	2.Un authorized working on electrical equipment.		
	Vehicle	3.Sleeping under truck.		
	Arc welding	4.Welding screen not used.		
	General	5.Absence of Supervisor at work site.		
		6.Leaving loose sheets on the roof tops.		
V	**Fatal Accidents/Permanent disability.**		**20% of contract value subject to**	**10% of contract value subject to**

		Min. Rs.1 lakh and Maxi.Rs.5 lakhs or banning of business dealing or both.	**min. Rs.5 lakhs and maxi. Rs.10 lakhs or banning of business dealing or both.**
	Note: **1)** Any other violation which is not listed above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above. **2)** Independent of the above , the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor. **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 as indicated depending upon the category of violation. **4)** The penalties mentioned above are in addition to those which are applicable as per the statutory acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses. **5)** The above penalties related to the accidents mentioned at Category - V will be imposed on agency in case the reasons to the accidents are attributable to the agency. **Authority for imposing penalities** : **I)**Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Oficer/Zonal /Project Safety Officer / Operating Authority, a copy of the penalty imposition advice will be endorsed to the In-charge, SED for his information. **II)**Penalty for the violations falling under the Categories (IV) & (V) will be imposed by the Engineer I/c based on the recommendation of Head of SED in consultation with the Head of Operating Department. **III)** The penalty amount shall be recoverable from any bill and /or EMD /SD of the contractor without any further reference to him. **IV)**For violations falling under the Category (V), besides penalty, action for banning of business dealings with the contractor will be initiated, if recommended by the committee for enquiring into fatal cases.		

(Signature of the Tenderer with seal)

INCOME TAX DECLARATION

(on the letter head of the Tenderer / Supplier to be submitted along with Techno-Commercial Bid)

To
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031
Andhra Pradesh, India.

Sub: Undertaking for foreign payments towards supply of ……(MATERIAL)
Ref: Acceptance to Tender (Contract) No. #.

***

Dear Sirs,

This is to certify that ---------- (*Name and Address of the Supplier*) is a tax resident of ---------- *(Name of the country)* in terms of Article --------- of the Double Taxation Avoidance Agreement (DTAA) between India and --------- (*Name of the Country*) and as certified by the Tax authorities of ---------- (*Name of the Country*) in the enclosed Tax Residency Certificate along with self declaration Form 10F.

We do hereby also declare that the "Supply of ……..(MATERIAL) activity in connection with the subject Contract have been / would be entirely executed on the high sea as off-shore supply i.e. no portion of the above activity will be executed from any Permanent Establishment" within India.

As such, any income arises under the price towards the above functions payable by VSP / RINL against the subject contract as mentioned in (ref of relevant clause of price schedule) is subjected to Article ----- of India - --------- (*Name of Country*) DTAA, i.e. under the heads "Business Income".

We further declare that no activity is carried out in India in connection with that supply and that no Permanent Establishment is existing in India / no role is played by Permanent Establishment if any, exists. So as required under Article ------ of DTAA between India and -------- (*Name of the Country*) the remittances under the above said supply contract is not chargeable to tax in India. Hence, as per Section 195 read with Section 90 (2) of the Indian Income Tax Act 1961, the responsibility of withholding tax on such remittance does not arise with RINL. In case it is otherwise proved by the Income Tax authorities and any levy of taxes / penalties on RINL, M/s ---------- (*Name of the Supplier*) shall indemnify RINL on this account.

Yours faithfully,

(Name and designation of the person on behalf of the Supplier)

To be Left blank by the Tenderer, and RINL / VSP will fill up the contract /AT number in case of an Order is placed on the Tenderer.

ANNEXURE-XIII OF GLOBAL TENDER DOCUMENT
ITT NO. 7.67.0023/0073 DATED: 04.12.2017

Form No. 10F

[See sub-rule (1) of rule 21AB]
Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I_____*son / daughter of Shri_____in the capacity of_____ (designation) do provide the following information, relevant to the previous year_____, *in my case/in the case of _____for the purposes of sub-section (5) of *section 90/section 90A : -

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) Or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of_____ (name of country or specified territory outside India).

Signature : _____
Name : _____
Address : _____

Permanent Account Number: _____

Verification

I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the _____ day of _____.

Place: _____

Signature of the person providing the information

Notes :

1. * Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section(4) of section 90A."

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

.

VOLOUME II TO ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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

Messers: _____

_____

_____

_____

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

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

	Price		**(US$ or foreign currency in figures as well as in words)**
	1.1	Price per Set FOB Port of loading named at (10) of Annexure-VII of ITT (material in pallets & bags stuffed into containers) [Set consists of Quantity for both Initial lining and Repairs]	
1	1.2	Freight per Set	
	1.3	CFR per Set (1.1 + 1.2)	
2	Agent's Commission (if any) per Set included in 1.1 above		
3	3.1	Application charges per Set (In **Indian Rupees**)	
	3.2	IGST/CGST& SGST (as the case may be) on Application charges @ _____% (Extra)	

.....
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 percentage of tax. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

b) In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

c) Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.

ITT NO. 7.67.0023/0073 DATED: 04.12.2017

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

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

In figures as well as words (In Rupees)

1	Basic price per Set [Set consists of Quantity for both Initial lining and Repairs]	
2	**(*)** Freight per Set	
3	IGST/CGST& SGST (as the case may be) @ _____% on Basic Price & Freight	
4	Landed per Set (Supply) [1+2+3]	
5	Application Charges per Set	
6	IGST/CGST& SGST (as the case may be) on Application charges @_____%	
7	Landed per Set (Supply & Application) [4+5+6]	

(*) In view of the definition of Heat Cost for Payment indicated at **Clause 2.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection **(VITAL).**

.....
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 tax. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

b) Kindly refer **Clause 8.8. of Notice to Invitation to Tender** of the Global Tender Document for the % applicability of GST considering the Supply of Services as `Composite Supply' (or) `Mixed Supply'.

c) In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

d) Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.