

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT

**VOLUME - I TO OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018**

Tender document downloaded from www.vizagsteel.com by

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

(Signature and Seal of the Tenderer)

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The Bid Money is remitted with the tender by

DD No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_

of \_\_\_\_\_ Bank \_\_\_\_\_ Branch

(Signature and Seal of the Tenderer)

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

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

Telephone No. +91 891 2519508

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

e-mail : [lokesh1987@vizagsteel.com](mailto:lokesh1987@vizagsteel.com) / [viju@vizagsteel.com](mailto:viju@vizagsteel.com)

### **OPEN TENDER NOTIFICATION**

**OPEN TENDER NO.PUR.20017118/0035 Dt. 23.10.2018**

**SEALED BIDS ARE INVITED FOR “SUPPLY AND APPLICATION OF  
SHOTCRETE MATERIAL FOR BLAST FURNACES 1 & 3”**

**Last Date & Time for receipt of Tenders: Before 10.30 Hrs. (IST) on 19.11.18**

Tenderers who are interested in participating in the tender can download the Tender documents from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) and submit their offer before 10:30 Hrs (IST) on 19.11.2018 as per the instructions given in the Tender document. In case of any difficulty in downloading the Tender documents, the Tender document shall be sent by Post free of cost on written request from the Tenderers. **The Tenderers should refer to RINL's website regularly for any Corrigendum/Addendum.**

**- EXECUTIVE DIRECTOR (MM)**

**OPEN TENDER NO PUR.20017118/0035 Dt. 23.10.2018 FOR  
SUPPLY AND APPLICATION OF SHOTCRETE MATERIAL FOR  
BLAST FURNACES 1 & 3**

**BROAD DESCRIPTION OF TENDER DOCUMENTS**

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Materials Management Department (Purchase Wing)  
Block-A, 3<sup>rd</sup> Floor, Main Administrative Building  
Visakhapatnam Steel Plant, Visakhapatnam-530 031  
Andhra Pradesh, India  
Phone: +91 891 2519508  
Fax: +91 891 2518753/2519756  
E-Mail: [lokesh1987@vizagsteel.com](mailto:lokesh1987@vizagsteel.com)/vijju@vizagsteel.com

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

MATERIALS MANAGEMENT DEPARTMENT (Purchase Wing)  
Block - A, 3<sup>rd</sup> Floor, Main Administrative Building  
VISAKHAPATNAM – 530 031, ANDHRA PRADESH, INDIA

Phone: +91 891 2519508, Fax: +91 891 2518753 / 2518756.  
E-mail : [lokesh1987@vizagsteel.com](mailto:lokesh1987@vizagsteel.com)/vijju@vizagsteel.com

**INVITATION TO OPEN TENDER No. PUR.20017118/0035**  
**Dt. 23.10.2018 FOR SUPPLY AND APPLICATION OF**  
**SHOTCRETE MATERIAL FOR BLAST FURNACES 1 & 3**

- 1.0 Rashtriya Ispat Nigam Limited (RINL)/Visakhapatnam Steel Plant (VSP) invites sealed bids in **Two Parts (Part - A: Techno-Commercial Bid and Part - B: Price Bid** in separate sealed envelopes) for “Supply and Application of Shotcrete Material for BF#1 & 3” in conformity with the Specifications/Scope of Work given in **ANNEXURE-II** of Open Tender Document.
- 2.0 **Quantity and No. of Sources:** **RINL/VSP intends to purchase a quantity of 145 MT of “ Shotcrete Material for Blast Furnaces 1 & 3 on Supply cum Application basis” from a single source/supplier of the lowest Technically and Commercially acceptable tenderer against this Tender.** However, RINL/VSP reserves the right to place order(s) on single/multiple sources.
- 3.0 **Delivery Schedule:** The delivery schedule preferred by RINL/VSP for 145 MT “Shotcrete Material for Blast Furnaces 1 & 3” is by 30.11.2018.  
  
The delivery schedule is tentative. The delivery of material should be as per the site requirement. The tenderers may quote their earliest and best delivery schedule. However, RINL/VSP reserves the right to revise the delivery schedule depending upon its production requirements, without any additional financial implication to RINL/VSP
- 4.0 Bids in sealed envelopes shall be received up to **10.30 Hours (IST) on 19.11.2018** and Techno-Commercial part of the bid (**Part - A**) shall be opened immediately thereafter in the presence of tenderers (or) their authorized representatives (with letter of Authorization) who choose to be present. The date of reverse e-auction and opening of sealed Price Bids (**Part - B**) of the tenderers whose offers have been found Techno-Commercially acceptable, shall be informed later so as to enable them or their Authorized representatives to be present at the time of opening of the sealed Price Bids, if they so desire.
- 5.0 The offer should be submitted in sealed envelopes clearly super scribing “Supply and Application of Shotcrete Material for BF#1 & 3” against Tender No: PUR.20017118/0035 Dt. 23.10.2018 with **Tender Opening due on 19.11.2018** at the office of Executive Director (MM), Block - A, Purchase

- 6.0 Each tender shall be accompanied with **Earnest Money Deposit (EMD) (VITAL)** either in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank/and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode in favour of RINL for an amount of Rs. 1,75,000.00 (Rupees One Lakh Seventy Five Thousand) is to be submitted along with or prior to opening of **Part - A: Techno-Commercial Bid**.
- 7.0 The successful Tenderer shall establish a **Performance Guarantee Bond (PBG) (VITAL)** in the form of a Bank Guarantee in the prescribed format for 5% (five percent) of the value of the quantity ordered on Landed Cost basis, within 30 (thirty) days from date of LOI/Acceptance to Tender/Purchase Order (or) before commencement of the supplies whichever is earlier
- 8.0 RINL/VSP shall not be responsible for any difficulty in downloading of clear and complete Tender documents from its website. The tenderers shall be deemed to have read and understood the complete Tender documents uploaded by RINL/VSP on its website.
- 9.0 RINL/VSP shall not be responsible for any delay, loss or non-receipt of Tender documents or tenders by post.
- 10.0 Purchase preference will be given to the Indian Public Sector Undertakings wherever applicable as per Department of Public Enterprises, Government of India Guidelines/or any other Government of India guidelines in force.
- 11.0 Notwithstanding anything specified in this Tender document, RINL/VSP in its sole discretion, unconditionally and without having to assign any reason reserves to itself the rights:
- a) To accept or reject the lowest tender or any other tender or all the tenders
  - b) To accept any tender in full or in part
  - c) To reject the offers not conforming to the Tender terms.
  - d) To give purchase preference to the Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
  - e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per the prevailing guidelines. In case a Local MSE becomes 'TAL1' tenderer, purchase preference will not be extended to another local MSE in the Tender.
- 12.0 At any time prior to the deadline for submission of the bids, RINL/VSP may for any reason, modify the tender terms and conditions by way of an amendment or corrigendum. Such amendments or corrigendum will be notified on RINL/VSP's website at regular intervals. **Therefore, the tenderers should refer to RINL/VSP's website regularly for any corrigendum.**

- EXECUTIVE DIRECTORS (MM)

**ANNEXURE-I OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**INSTRUCTIONS TO TENDERERS**

**1.0 ELIGIBILITY CRITERIA:**

The tenderer should have experience of Shotcreting in the stack and dome area with its material in Blast Furnaces having useful volume of 3800 m<sup>3</sup> and above. The tenderer shall submit "Performance Certificate" and Purchase Order (PO) copy (not older than 5 years) duly signed and stamped by the authorised representative of the tenderer along with their offer.

**2.0 CREDENTIALS AND SUPPORTING DOCUMENTS:**

Tenderers who responds to this Open Tender, they are requested to furnish copies of the following documents separately in a sealed envelope super scribing "**CREDENTIALS**" and the **Open Tender reference** along with the tender:

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

**(or)**

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

**(or)**

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

- b) Notarized Copy of Proprietary/Partnership deeds in case of Proprietary / Partnership firms.
- c) Notarized copy 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.
- d) Self-certified Financial worth and Audited Financial Statements for the last 3 (three) years.
- e) Self-certified Acceptance to Tender/Purchase Orders/contracts copies for the same or similar tendered item(s).
- f) Self Certified copies of Other Credentials like ISO Certificates etc

Kindly note that the above information is required to assess the credibility of the Tenderer. The tender shall be rejected, if RINL/VSP finds that the credibility of the Tenderer is not satisfactory on the basis of the documents furnished. Further, the tenderer is required to submit the duly filled in **CHECK LIST** for credentials along with the tender. The **CHECK LIST** format is enclosed at **ANNEXURE-VII** of Open Tender Document. The Tenderer shall produce originals of the above documents for verification, if RINL/VSP so desires. RINL/VSP's decision in this regard is final.

- 3.0 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.
- 4.0 In case the principal manufacturer wants to supply the materials from their works located at more than one place, the details of the works should be indicated in the tender. They should also give clear price break-up and quantities (in the sealed price bid) for supplying the material from different works.

#### 5.0 **SPECIFICATIONS/SCOPE OF WORK :**

- 5.1 RINL/VSP requires "Shotcrete Material" as per the Technical Specifications/Scope mentioned at **ANNEXURE-II** of Open Tender Document.
- 5.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit/weightage.
- 5.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the tenderer and included in the Acceptance to Tender/Purchase Order.

#### 6.0 **QUOTING OF PRICES :**

The price of the Materials per Set should be quoted in Indian rupees on FOR VSP Stores, Visakhapatnam basis along with Application Charges per Set and with applicable HSN Codes & % GST as per the GST Act, in the Price Schedule given in **VOLUME-II** of the Open Tender document.

In view of **Clause 13.0 of ANNEXURE-II** of Open Tender Document i.e., Specifications/Scope of Work, as penalty is to be calculated on Ex-Works basis, 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**)

- 6.1.1 **Goods and Service Tax:** The tenderers shall quote the price(s) of the goods or services, excluding GST and indicate applicable HSN Code & % GST against the tendered item(s) and Services, as the case may be. HSN Codes and % GST furnished by the tenderer against the tendered item(s) and services shall be considered for evaluation of their offers.
- 6.1.2 Wherever the tenderers quote GST as 'NIL' or at concessional rates (being SSI Unit or due to some other privilege available as on the date of offer) but, reserves the right to charge at actual on the time of dispatch, suitable loading would be done with maximum GST rates as applicable

- 6.1.3 Successful tenderer making purchases shall be subjected to TDS provisions as per GST Act.
- 6.1.4 **Undertaking from the tenderer:** The tenderer shall submit an Undertaking as per the pro-forma given along with **ANNEXURE-XI** of Open Tender document on their Letter Head duly signed & stamped by their authorised representative to enable release the GST amount.
- 6.2 The prices quoted by the tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the prices quoted in figures and words, the prices quoted in words shall prevail. In case of any discrepancy in the price quoted and the break-up indicated, the price quoted shall prevail and the break-up shall be back calculated from the quoted price.
- 6.3 Any revised bids received after the opening of the Techno-Commercial bid shall be rejected unless it has been furnished in response to a specific request from RINL/VSP.
- 6.4 **Price Firmness :** Prices quoted by the tenderer shall be **firm and fixed for the entire period of tenderer's performance of the Acceptance to Tender/Purchase Order** and shall not be subject to any variation on any account (**VITAL**).
- 6.5 **Input Tax Credit:** 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. 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.

## 7.0 **PAYMENT TERMS:**

### 7.1 **Payment Terms for Supply:**

- i) 70% of the Basic Price along with 100% GST and freight (if any) within 60 days (21<sup>st</sup> day for Local Micro and Small Enterprises) from the date of installation of shotcreting material duly certified by GM (BF)-HOD or his authorized representative. The supplier shall raise invoice for 100% of the Basic Price of the material along with 100% GST and submit an undertaking/consent as per the Format at **Annexure – XII** authorising RINL/VSP to withhold balance 30% payment against the supply of the material as 'Performance Retention Deposit' which shall be payable on fulfilment of contractual obligations like performance, etc (as applicable).
- ii) 20% Basic Price after 12 months from the date of installation of shotcreting material.

- iii) Balance 10% Basic Price on satisfactory performance duly certified by GM (BF) - HOD or his authorized representative.
- iv) The quantity required for shotcreting is 145 MT and in case the quantity used is less than the ordered quantity, the party should lift back the unused quantity at their own cost and no payment will be made for the unused quantity.

**Payment terms for Application:**

- i) 90% of the Application Charges along with applicable GST i.e., 90% of the GST on the Application Charges shall be released within 15 days of submission of bills supported by satisfactory application certificate duly certified by GM (BF)- HOD or his authorized representative.
  - ii) Balance 10% of the Application Charges along with applicable GST i.e., 10% of the GST on the Application Charges shall be paid after CLC clearance.
- 7.1.1 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of acceptance of material for ranking/evaluation purpose
- 7.2 Payment shall be made directly through Electronic Fund Transfer (EFT) or RTGS mode to the successful Tenderer's Bank Account on the due date for which, the Tenderer has to furnish Bank Account details in the format prescribed by RINL/VSP which may be downloaded from the RINL/VSP's website and submit along with their offer
- 7.3 In case of penalty to be imposed/ recovery to be made is more than balance payment, RINL/VSP reserves the right to recover from the supplier from any of their bills (other contracts). The successful tenderer shall refund the amount recoverable in case, penalty leviable/ recovery to be made is more than the amount due from RINL/VSP.

**8.0 EVALUATION OF THE OFFERS :**

- 8.1 The Technically and Commercially Acceptable offers submitted will be **evaluated on Landed Net of Input Tax Credit Price (LNIP) per MT basis for Supply and Application together** at Visakhapatnam Steel Plant, Visakhapatnam and the decision of the RINL/VSP in this regard shall be final and binding.
- 8.2 In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, evaluation of the Tender shall be done on the basis of Landed Cost excluding GST i.e., Landed Net of Input Tax Credit Price (LNIP) basis.

In case supply of Goods or Services on which RINL/VSP is not eligible to avail GST Input Tax Credit, the applicable GST payable by RINL/VSP (in case of Unregistered Taxable Supplies) or GST to be charged by the Registered Taxable

Tenderer as applicable, shall be added to the Landed Cost for evaluation purposes.

8.2.1 **The tenderer shall indicate the HSN Code and % GST applicable against the tendered item.**

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

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

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

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

8.6 **SRM live Auction (Reverse e-auction):** RINL/VSP shall have the option of resorting to reverse e-auction on SAP SRM LIVE AUCTION PLATFORM. All the Technically and Commercially Acceptable (TA & CA) tenderers would be required to participate in the SRM E-auction. In SRM E-auction, the tenderers would be required to quote their prices **only on the basis of Landed Net of Input Tax Credit Price (LNIP) per Set for Supply cum Application basis.** Modalities of evaluation of Landed Net of Input Tax Credit Price are given at **Clause 8.6.4 below.**

8.6.1 RINL/VSP will inform all the TA & CA Tenderers of the date and time of SRM E-Auction for participation.

8.6.2 Tenderers need to have User ID and Password to participate in SRM E-auction. All enlisted vendors of RINL/VSP would be provided User ID and password for participating in SRM E-Auction. If a tenderer who wish to participate 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 the date of SRM E-auction. Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

- 8.6.3 After the Reverse e-auction is conducted, the lowest bid tenderer shall submit the break - up of LNIP in the format of Illustration immediately after completion of SRM E-Auction. The sealed price bids of all the TA & CA tenderers irrespective of their participation in the SRM E-Auction, shall be opened in two working days, so as to enable them (or) their Authorized representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.
- 8.6.4 Based on the prices so received through SRM E-Auction and the sealed price bids in the physical mode of Tender, a Composite Comparative Statement shall be made considering the lower of prices of the sealed price bids and SRM E-Auction of all the TA & CA Tenderers. Placement of orders shall be considered on the L-1 price (**LNIP**) so arrived.
- 8.6.5 Definition of key terms for RINL/VSP's SAP SRM Live-auction (E-Reverse Net of ITC Price (LNIP) Auction) User Manual is available in SRM Portal.

User Manual available in the Home Page of RINL/VSP's SRM Portal by clicking on "Awareness on e-tendering for vendors" may please be followed (at Page Numbers 56 to 65) to participate in SRM Live Auction.

Please go through the 'Browser & Java Settings for E-auction' and comply with the same, before participating in the SRM Live Auction.

### **Help Desk for SRM E-Procurement and E-Auction**

#### **1. System related Queries :**

- First Contact: **0891-2518646**, Shift In-charge, IT-ERP System Support Group
- Second Contact: **1801425421124**, In-charge, SRM (works only from BSNL Landline or Mobile)
- First Escalation: **+919701347736**, ARUN KUMAR S, Asst. General Manager (ERP)
- Second Escalation: **+918500669882**, D RAMESH, Asst. General Manager (ERP)

**2. You can also write to :** [srm\\_support@vizagsteel.com](mailto:srm_support@vizagsteel.com)

***A sample Calculation Sheet arriving at Landed Net of Input Tax Credit Price (LNIP) is as given below.***

S.No.	Price Component	Price Break-up (Rs.)
1	Basic Price/ per MT for Supply	1,70,000.00
2	Freight/MT for Supply	10,000.00
3	GST @ 18% Extra (or as applicable) on Basic Price & Freight	32,400.00
4	Landed Cost/MT for Supply <b>S.Nos.(1+2+3)</b>	2,12,400.00
5	Application Charges/MT	2,000.00
6	GST @ 18% Extra (or as applicable) on Application Charges	360.00

7	Landed Cost for Application Charges/MT	S.Nos.(5+6)	2,360.00
8	<b>Total Landed Cost for Supply cum Application</b>	S.Nos.(4+7)	2,14,760.00
9	<b>Total LNIP for Supply cum Application</b>	S.Nos.(8 -3 -6)	1,82,000.00

#### 9.0 VALIDITY OF OFFER:

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

#### 10.0 STATEMENT OF DEVIATIONS:

10.1 Tenderers shall submit along with their offer confirmation of their acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at **ANNEXURE-V** of Open Tender document, duly signed by the tenderer should be submitted along with the offer as a token of acceptance of RINL/VSP's terms and conditions in **Part – A: Techno-Commercial Bid**.

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

10.3 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.

#### 11.0 LOADING ON ACCOUNT OF DEVIATIONS:

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

#### 12.0 EARNEST MONEY DEPOSIT:

12.1 The tender shall be considered only if **EARNEST MONEY DEPOSIT (EMD) (VITAL)** in Indian Rupees by means of either a Banker's Cheque/Account payee Demand Draft drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode in favour of RINL for an amount of Rs. 1,75,000.00 (Rupees One Lakh Seventy Five Thousand)

12.2 Account payee Demand Draft/Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding—Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. No interest shall be paid for the EMD.

12.3 The tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of **Part – A: Techno-Commercial Bid** or is submitted along with the said **Part – A (VITAL). The Bid Money will not earn any interest.** Tenderers may please note that the offers received without Bid Bond/Bid Money of requisite value shall be rejected summarily. Previous deposits with RINL/VSP, if any, by way of Bid Money, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without Bid Money

12.4 The following categories of tenderers are exempted from submission of EMD/ Bid Bond :

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

However, they are required to establish the Performance Guarantee Bond as per **Clause 13.0** of **ANNEXURE-VIII** of the Open Tender document.

12.5 The EMD shall be encashed by RINL/VSP without any further reference to the tenderer and forfeited:

- a) In case the offer submitted is withdrawn or modified by the Tenderer in a manner not acceptable to RINL/VSP, before expiry of validity.
- (or)
- b) In case Performance Guarantee Bond is not submitted within the time allowed as per the terms and conditions after RINL/VSP communicates Acceptance to Tender/Purchase Order in accordance with **Clause 13.0** of **ANNEXURE-VIII** of the Open Tender document.

### 13.0 **PURCHASE PREFERENCE:**

13.1 Purchase preference is accorded to local Micro & Small entrepreneurs (Local SSIs) as per prevailing guidelines subject to submission of documents as stipulated vide **Clause 13.2.1 below.**

13.2 Condition for availing benefit under **Clause 8.0 of Detailed Terms and conditions of Invitation to Supply Tender** (Ref. VSP's web site: [www.vizagsteel.com](http://www.vizagsteel.com)) and **Clause 6.1 above** by local Micro & Small Entrepreneurs (local SSIs).

13.2.1 The SSI unit shall submit notary attested copy of a valid SSI/MSE Registration Certificate/Entrepreneur Memorandum acknowledgement Part -

II issued by any of the following for the items/item category for which they are registered for availing the relevant benefits as stipulated at **Clause 13.2 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).

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

- 14.1 The Tenderers shall submit all the relevant information/data/documents as specified in the **CHECK LIST ANNEXURE-VII** of Open Tender Document and also submit the **CHECK LIST** confirming the same along with **Part - A: Techno-Commercial** part of the bid.
- 14.2 Declaration of particulars as sought at **ANNEXURE-VI** of Open Tender Document

#### 15.0 **SUBMISSION OF OFFERS:**

The offer shall be submitted in two parts.

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

**Part - B** : Price Bid

both in two separate sealed envelopes.

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

- a) Bid Money / Bid Bond.
- b) Tender document downloaded from RINL/VSP's website duly signed on all pages including the Invitation to Open Tender, Instructions to Tenderers and terms & conditions of draft Acceptance to Tender/Purchase Order in token of acceptance. The tenderer should not alter the terms and conditions of order and other documents forming part of the tender document downloaded from the website of RINL/VSP and submit the deviations, if any, separately in the Statement of Deviations.
- c) Detailed offer together with its enclosures. The details shall include all details on Technical Specifications/Scope of Work, other information/data/documents (as at **Clause 14.0 above** and **ANNEXURE-VI** of Open Tender Document)/confirmations/any deviations except prices. A price format as in the **Part - B** after blanking the prices (but indicating the percentage of Taxes and Duties, shall also be placed in the **Part - A**. However, no indication of price in any form, shall be given in **Part - A**.

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

Each page of the offer and its enclosures should be signed by the authorized representative of the tenderer along with seal of the Company/Firm indicating the Name and status of the signatory.

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

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

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

- 15.2 The sealed envelopes with **Part - A & Part - B** of the offer should bear, in Block capital letters, superscription **"Open Tender for Supply and Application of Shotcrete Material"** against **Open Tender No. PUR.20017118/0035 Dt. 23.10.2018"**

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

- 15.3 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 3<sup>rd</sup> Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam- 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription **"Offer in response to Open Tender No. PUR.20017118/0035 Dt. 23.10.2018 due on 19.11.2018"**. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 15.4 Copies of the offer should not be sent to any other Officer of RINL.
- 15.5 Offers received by RINL/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.
- 15.6 **The offers received by RINL/VSP, which deviate from the VITAL conditions of the tender, as specified below, shall be liable for rejection:**

- a) Incomplete offers, without appending signature on the offer and the prescribed formats.
  - b) Receipt of offers after the due date and time and/or by Fax/E-mail.
  - c) Variable price being quoted against requirement of firm and fixed price
  - d) Offers not accompanying the requisite EMD/Bid Bond in line with the tender conditions unless exempted for any reasons specified herein.
  - e) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this tender document.
  - g) Offers not confirming the acceptance of Integrity Pact.
  - h) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.
  - i) Offers without indication of Freight component separately
- 15.7 Tenders submitted against the Open Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offers may submit their revised offers within the extended TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).

**16.0 LANGUAGE OF THE BID:**

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

**17.0 COMPLETENESS OF THE TENDER:**

- 17.1 Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable for rejection.
- 17.2 Any special condition of the offer shall be clearly spelt out by the tenderer prominently in the offer. No revision in the terms and conditions of the offer will be entertained after the price bid opening.
- 17.3 RINL/VSP shall at its discretion give equal opportunity to all the tenderers for clarification/rectification of any deficiencies in the tender (except, EMD) and seek clarifications/confirmations/documents/withdrawal of deviations from the Terms and Conditions of Tender. In case of failure to rectify the deficiencies within the time given, the tender would be rejected/loaded as mentioned at **Clauses.9.0 & 11.0 above**. In case of rejection, **Part-B** (Price Part) of the tender would be returned unopened and EMD would be refunded. RINL/VSP shall not give opportunity as above for submission of Bid Money/Bid Bond.

**18.0 ACCEPTANCE OF TENDER/ACCEPTANCE TO TENDER/PURCHASE ORDER:**

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

**19.0 ETHICS:**

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

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

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

**20.0 RIGHT TO REJECT TENDERS:**

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

## 21.0 **AUTHORISATION:**

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

## 22.0 **TDS CERTIFICATE:**

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

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

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

Sl.No.	Name of the Independent External Monitor (I E M)
1	Shri VVR Sastry # 957, 9 <sup>th</sup> MAIN, 3 <sup>rd</sup> Stage, 3 <sup>rd</sup> Block, Basaveswaranagar, Bangalore, Karnataka, Pin – 560 079

	Mobile No : 98452 7932 E-mail : <a href="mailto:sastryvvr@gmail.com">sastryvvr@gmail.com</a>
2	Shri P K Vijay Kumar Madhavam, Vaniyan Lane, Punkunnam (Post), Thrissur, Kerala, Pin – 680 002 Mobile No : 85473 81122 E-mail : <a href="mailto:vkmenon78@gmail.com">vkmenon78@gmail.com</a>
2	Shri SIVA PRASAD RAO, Flat No. 4 H, South Park Apartment, Opp. HDFC Bank Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No. +91 9908511188 E-mail : <a href="mailto:sivaprasadrao1950@gmail.com">sivaprasadrao1950@gmail.com</a> ; spr50@rediffmail.com

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

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

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

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

24.2 **All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed terms and conditions of Invitation to Supply Tender which are available at our web site [www.vizagsteel.com](http://www.vizagsteel.com) (Both are available at [www.vizagsteel.com](http://www.vizagsteel.com) → Tenders → MM → Detailed terms and conditions of Invitation to Tender (ITT) and General Conditions of Contract for Supply).**

\*\*\*\*\*

**ANNEXURE-II OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**SPECIFICATIONS/SCOPE OF WORK FOR SUPPLY AND APPLICATION  
OF SHOTCRETE MATERIAL FOR BLAST FURNACE 1 & 3**

**1.0 General:**

- 1.1 The PR covers supply & installation of shotcreting material for upper stack and dome area in BF-1 and only dome area of BF-3. This covers the area from 45.6 meters level (top of furnace dome) to 27.765 meters level in case of BF-1 & complete furnace dome in BF-3. The exact area for shotcreting can be accessed by analyzing the drawings for BF-1 and BF-3 respectively, which are enclosed herewith.
- 1.2 The tentative date for shotcreting in BF-1 is 30.11.2018. Shotcreting job in BF-1 and in BF-3 will be done at different instances and it will be intimated to the party 15 (fifteen) days in advance to supply the material and machinery accordingly for the job.
- 1.3 Visakhapatnam Steel Plant is an Integrated Steel Plant having three Blast Furnaces of ~ 3800 cubic meter useful volume each, has been set up at Visakhapatnam in Andhra Pradesh, India by Rashtriya Ispat Nigam Limited (RINL). The material covered under this specification will be used in BF-1 & BF – 3.
- 1.4 The tenderer shall study the specification/design and satisfy themselves thoroughly regarding design aspects of the furnace and top charging at VSP and shall take full responsibility for guaranteed performance of the material. Any aspect not covered under the specification, but essential for better performance, the tenderer may indicate the same.
- 1.5 The tenderer shall specify the material offered from Indian sources and foreign sources if any, together with the name of the agency against respective items. It shall be the responsibility of the tenderer to co-ordinate the supply of the material on a turn key basis within agreed time schedule.

**2.0 Pre-Qualification Criteria:**

The tenderer should have experience of Shotcreting in the stack and dome area with its material in Blast Furnaces having useful volume of 3800 m3 and above. The tenderer shall submit 'Performance Certificate' and Purchase Order (PO) copy (not older than 5 years) duly signed and stamped by the authorised representative of the tenderer along with their offer.

### 3.0 Site conditions:

The material should be able to withstand tropical humid climate. The climatological data are as follows:

Average rain fall	:	955 mm
Maximum daily rainfall	:	100.66 mm
Highest temperature	:	43 °C
Average temperature	:	30 °C
Mean humidity	:	75%

The above data should be considered for packing and storing the material.

### 4.0 Services and equipment availability:

Compressed air for general use is available at pressure of 6 kg/cm<sup>2</sup>. Oxygen point is also there at a pressure of 13 kg/cm<sup>2</sup>. Nitrogen is available for general use at a pressure of 8 kg/cm<sup>2</sup>.

### 5.0 Design and operating condition:

#### 1. Furnace design parameters: **BF-1**

a. Useful volume	:	3820 m <sup>3</sup>
b. Useful height (from the center line of taphole to the bottom of the chute in vertical position)	:	32600 mm
c. Throat height	:	2824 mm
d. Throat diameter	:	9800 mm
e. Shaft height	:	19550 mm
f. Shaft angle	:	83.01°
g. Belly (parallel bosh) height	:	1330 mm
h. Belly (parallel bosh) diameter	:	14650 mm
i. Bosh height	:	3246 mm
j. Bosh angle	:	67.27°
k. Hearth height	:	7820 mm
l. Hearth diameter	:	12140 mm

## 2. Furnace design parameters: **BF-3**

- a. Useful volume : 3814 m<sup>3</sup>
- b. Useful height  
(from the center line of taphole to the bottom of the chute in vertical position) : 30300 mm
- c. Throat height : 1600 mm
- d. Throat diameter : 9500 mm
- e. Shaft height : 17450 mm
- f. Shaft angle : 81 ° 24'47"
- g. Belly (parallel bosh) height : 2100 mm
- h. Belly (parallel bosh) diameter : 14770 mm
- i. Bosh height : 3950 mm
- j. Bosh angle : 77° 22'17"
- k. Hearth height : 8000 mm
- l. Hearth diameter : 13000 mm

## 3. Top charging system:

- a. Type / design : Bell less Top of Paulwurth
- b. No. of bins : Two
- c. No. of position for chute tilting (angle): 11

## **6.0 Product specification:**

- a. Material: Shotcrete product along with shotcrete application arrangement.
- b. Material specification: A very high purity mullite bonded alumina based shotcrete variety monolithic mix or equivalent having excellent CO gas resistance, abrasion & impact resistance.
- c. The material should have rebound loss of less than /equal to 6%.
- d. Test & guarantee certificate should accompany with supply.

## **7.0 Scope of work- for party:**

- a. The supplier must be ready in all respect to execute the "Supply and application Job" within 15 (fifteen) days' notice period. Once the material reaches VSP stores, it must have a shelf life of 6 (six) months from then.
- b. Supply and installation of material.
- c. Supply of equipment, tools & tackles required for shotcreting.
- d. Complete washing of the old lining surface to facilitate the sticking of the shotcreting material to the wall.

- e. Re profiling of the surface should be done uniformly, to maintain the contour of the furnace, as per the requirement of the customer with shotcreting method.
- f. A team of specialists, installation engineers should be deployed by the party round the clock to facilitate shotcreting un-interruptedly.
- g. The quantity required for shotcreting is 145 T (120 tons for BF-1 and 25 tons for BF- 3) and incase the quantity used is less than the ordered quantity the party should lift back the unused material at their own cost and no payment shall be made for the unused quantity.
- h. Shotcreting is to be done to a thickness of 120 mm – 150 mm in the stack area & 80-100 mm in the throat & dome area. At present, the dome area of BF-1 and BF-3 does not have any anchor. The tenderer should decide the pattern of shotcreting in the level of 45.6 meters level (top of furnace dome) to 27.765 meters level in case of BF-1 & complete furnace dome in BF-3 to maintain the proper furnace profile. Related drawing is attached herewith.

**Note:** The party should take the total responsibility of installation of shotcreting material by deputing experts/technologists required for executing the shotcreting job round the clock.

#### **8.0 Scope of VSP:**

- a. Suitable site shall be provided by VSP adjacent to the furnace for storing the material and equipment. However, the party has to arrange tarpaulins etc., required for covering the material and equipment.
- b. Transportation, loading and unloading of the material and equipment from stores to site to zero level shall be arranged by VSP.
- c. Supply of Electrical power of 415 V and 220 V and water and compressed air/ nitrogen.

#### **9.0 Period of work:**

The party should complete the work within two days (48 hours) after taking over BF-1 from VSP and within 1 day (24 hours) after taking over BF- 3 from VSP. It may please be noted that the two jobs (shotcreting job in BF-1 & BF-3) will be at different instances, and the supplier must be ready in all respect to execute the “Supply and application Job” within 15 (fifteen) days’ notice period.

#### **10.0 Safety:**

The party has to follow the safety regulations as stipulated by the Safety Engineering department of VSP.

### **11.0 Performance guarantee:**

The party should stand guarantee for satisfactory performance of the material after shotcreting of material at BF for a period of one year or 2 million tons (in each furnace) of hot metal throughput whichever is earlier.

### **12.0 Performance criteria:**

The satisfactory performance of shotcreting is defined in terms of the following parameters

- a. Just before putting down the furnace the thermal profile of the area of stack to be shotcreted will be taken to record the shell temperatures at different marked points. These temperatures will be taken as reference temperatures.
- b. Any point of time the temperatures should not reach/exceed the reference temperatures. If the temperature reaches/exceeds the reference temperatures, then it is clear case of shotcreting failure and accordingly penalty clauses shall be applicable.
- c. While recording the shell temperatures as indicated at “12 a” the supplier’s representative will be allowed to witness the same. Periodical joint inspection of the BF stack/dome be carried along with supplier’s representative and the temperature of shell will be recorded. Once the joint inspection is over and it is established that the increase in shell temperature is due to shotcreting failure then penalty shall be applicable as per clause no. 13

### **13.0 Penalty clause:**

Penalty for not meeting the guarantee:

If the shotcreting fails after commissioning of the furnace, penalty shall be as follows:

- |  |   |
|--|---|
| a. If shotcreting fails within 90 days of shotcreting              | : 30% of the material cost (ex-works price) |
| b. If shotcreting fails within 90 days to 180 days of shotcreting  | : 20% of the material cost (ex-works price) |
| c. If shotcreting fails within 181 days to 270 days of shotcreting | : 15% of the material cost (ex-works price) |
| d. If shotcreting fails within 271 days to 365 days of shotcreting | : 10% of the material cost (ex-works price) |

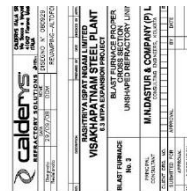
After shotcreting and restarting the furnace again, the thermal profile of the stack area will be taken to record the temperatures at the same points as marked at Sl. No. 12.a and during the entire performance period i.e. one year, every three months these temperatures will be measured and recorded.

#### **14.0 Penalty clause for shotcreting activities:**

If the shotcreting activity exceeds “48 hours but less than 56 hours in BF-1 and 24 hours but less than 32 hours in BF-3” then 50% reduction will be made from the shotcreting charges. Beyond “56 hours in BF-1” and “32 hours in BF-3” no shotcreting charges will be paid.

\* \* \*





**ANNEXURE-III OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**QUESTIONNAIRE FOR THE TENDERERS**

**(TO BE SUBMITTED BY THE TENDERER ALONG WITH THEIR  
TECHNO-COMMERCIAL BID)**

Questionnaire to be filled in and submitted along with the offer

**A. General**

1. Name of the supplier :
  
2. Experience :
  
3. Name of the plant / furnace  
where material has been used  
  
up to which level, with all details :
  
4. Whether the supplier has  
authorized supplier/agent in  
  
India. If yes their address :
  
5. Whether the supplier has given  
license of manufacturing the  
  
material in India. If yes, their  
  
address :
  
6. Performance certificate to be  
Submitted :

**B. Technical details of material**

1. Brand name/type :
  
2. Chemical analysis :

3. Bulk density :
4. C.C.S. :
5. Shelf life :
6. Packing details :
- C. Details of lining :
1. Quantity required for shotcreting :
2. Guaranteed life :
3. Water required for installation :
4. Time required for installation :
5. Special equipment required  
for installation :
6. To furnish write up on
- i) Material quality and performance :
- ii) Process of shotcreting etc., :
7. Any other information :

**ANNEXURE-IV OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**LETTER OF AUTHORITY FROM ESTABLISHED  
MANUFACTURER/PRODUCER OF “SHOTCRETE MATERIAL FOR  
BLAST FURNACES 1 & 3”**

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

Dear Sir,

Sub: Open Tender Notice No. PUR.20017118/0035 Dt.23.10.2018.  
-----

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

Yours faithfully  
(NAME)

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

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

**ANNEXURE-V OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE  
TENDER**

To

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

Dear Sir,

Sub: Acceptance of the Terms and Conditions

Ref: 1) Your Open Tender Notice No.PUR.20017118/0035 Dt. 23.10.2018  
2) Our Offer No.

1. With reference to your Open Tender Notice No. PUR.20017118/0035 Dt. 23.10.2018 for “Supply and Application of Shotcrete Material for BF#1 & 3”, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

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

\*\* Strike off whichever is not applicable.

**ANNEXURE-V (A) OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**STATEMENT OF DEVIATIONS**

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

. . . . .  
Signature and Seal of the Tenderer

**ANNEXURE-VI OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

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

1	a) Name and addresses (Registered and Correspondence) of the Tenderer:	
	b) Name of Contact Person:	
	c) Phone Nos, Fax Nos, Mobile:	
	d) E-mail ids and Web addresses.	
2	Qty offered	
3	Minimum lead time required for delivery from the date of PO	
4	GST Registration No and Date	
5	IT/PAN No.	
6	Industrial/Trade License	
7	User ID for participation in e-reverse auction ( <b>Clause 8.6.2</b> of Instructions to Tenderers)	
8	Tenderer's Bank account details	
	Address	

Signature and Seal of the Tenderer

**ANNEXURE-VII OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**CHECK LIST**

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

<b>S.No</b>	<b>Tender Terms</b>	<b>Clause(s)</b>	<b>To be confirmed by the Tenderer</b>
1	Quantity offered	2.0 of Invitation to Open Tender Notice	
2	Delivery schedule	3.0 of Invitation to Open Tender Notice	
3	Eligibility Criteria	1.0 of ANNEXURE-I of Open Tender Document	
4	Credentials of the Tenderer	2.0 of ANNEXURE-I of Open Tender Document	
5	Specifications/Scope of work	5.0 of ANNEXURE-I of Open Tender Document	
6	Quoting of Prices	6.0 of ANNEXURE-I of Open Tender Document	
7	Price Firmness	6.4 of ANNEXURE-I of Open Tender Document	
8	Payment Terms/Mode of Payment	7.0 of ANNEXURE-I of Open Tender Document	
9	User ID for participation in e-reverse auction (Cl.8.0 of Invitation to Tender)	8.6.2 of ANNEXURE-I of Open Tender Document	
10	Validity of the Offer	9.0 of ANNEXURE-I of Open Tender Document	
11	Letter of Acceptance of Terms & Conditions of the OPEN Tender	10.0 of ANNEXURE-I of Open Tender Document	
12	Earnest Money Deposit	12.0 of ANNEXURE-I of Open Tender Document	
13	Declaration of Particulars	14.2 of ANNEXURE-I of Open Tender Document	
14	Submission of Blank Price bid Format	15.1 of ANNEXURE-I of Open Tender Document	
15	Submission of Integrity Pact	23.0 of ANNEXURE-I of Open Tender Document	
16	'Detailed Terms & Conditions for Invitation to ITT' and 'GCC for Supply'	24.2 of ANNEXURE-I of Open Tender Document	
17	Confirmation of Specifications & Scope of Work	ANNEXURE-II of Open Tender Document	

18	Questionnaire for the Tenderers	ANNEXURE – III of Open Tender Document	
19	Delivery of the Materials	4.0 of ANNEXURE-VIII of Open Tender Document	
20	Packing and Marking	6.0 of ANNEXURE- VIII of Open Tender Document	
21	Submission of Test cum Guarantee Certificate	7.0 of ANNEXURE- VIII of Open Tender Document	
22	Insurance Clause	8.0 of ANNEXURE- VIII of Open Tender Document	
23	Weighment	12.0 of ANNEXURE- VIII of Open Tender Document	
24	Submission of `Performance Guarantee Bond`	13.0 of ANNEXURE- VIII of Open Tender Document	
25	`Liquidated Damages` Clause	14.0 of ANNEXURE- VIII of Open Tender Document	
26	`Default` Condition	15.0 of ANNEXURE- VIII of Open Tender Document	
27	`Risk Purchase` Clause	16.0 of ANNEXURE- VIII of Open Tender Document	
28	`Transfer & Subletting`	19.0 of ANNEXURE- VIII of Open Tender Document	
29	Acceptance of `Force Majeure` Clause	24.0 of ANNEXURE- VIII of Open Tender Document	
30	Acceptance of `Arbitration` Clause	25.0 of ANNEXURE- VIII of Open Tender Document	
31	Acceptance of Penalty against Safety Violations	ANNEXURE-XI of Open Tender Document	
32	Undertaking for payment for GST amount	ANNEXURE-XII of Open Tender Document	
33	Undertaking for payment towards for supply	ANNEXURE-XIII of Open Tender Document	

Signature & Seal of the Tenderer

**ANNEXURE-VIII OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**TERMS & CONDITIONS OF DRAFT ORDER FOR SUPPLY AND  
APPLICATION OF SHOTCRETE MATERIAL FOR BF # 1 & 3**

**1.0 DEFINITIONS:**

- 1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The SUPPLIER shall mean the Person, Firm or Company whose tender has been accepted and shall be deemed to include his/its/their successors (approved by the PURCHASER), representatives, heirs, executors and administrators unless excluded by the SUPPLIER.
- 1.3 The Order shall mean and include Invitation to OPEN Tender (ITT), Acceptance to Tender/Purchase Order and amendments to Acceptance to Tender/Purchase Order thereof issued by the Purchaser in writing.
- 1.4 The MATERIAL shall mean all or any of the materials to be supplied as mentioned in the Acceptance to Tender/Purchase Order.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the PURCHASER as per the Acceptance to Tender/Purchase Order.
- 1.6 The Contract Price shall mean the sum accepted by the PURCHASER or the sum calculated in accordance with the prices accepted by the PURCHASER as in the Acceptance to Tender/Purchase Order.
- 1.7 In case of indigenous supplies, Loadport shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

**2.0 QUANTITY:**

The SUPPLIER shall sell and the PURCHASER shall buy the quantity of 145 MT of "Shotcrete Material on Supply cum Application basis" as mentioned in the Acceptance to Tender/Purchase Order in conformity with the Technical Specifications/Scope of the Work mentioned in the Acceptance to Tender/Purchase Order for use in its integrated Iron and Steel works. The quality of the MATERIAL to be supplied under this Order shall under no circumstances be inferior to the Technical Specifications/Scope of Work as contained in the Acceptance to Tender/Purchase Order.

**3.0 PRICES:**

- 3.1 Prices shall be firm & 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.

#### **4.0 DELIVERY OF THE MATERIALS:**

- 4.1 The material shall be delivered at VSP Stores as per the schedule mentioned in the Acceptance to Tender/Purchase Order. The PURCHASER reserves the right to alter the delivery requirement according to stock position.
- 4.2 The period of delivery is the essence of the Acceptance to Tender/Purchase Order. The date of receipt of MATERIAL in PURCHASER's Premises shall be the date of delivery in respect of each consignment.

#### **5.0 GOODS AND SERVICE TAX (GST) :**

- 5.1 Any variations in the rate of GST as applicable on account of amendments made to the respective Acts after the date of PO but, during the contractual delivery schedules shall be borne by the PURCHASER.
- 5.2 In case of acceptance of stores beyond the original delivery schedules, the rate of GST on the last day of original delivery schedule or the actual rate of GST on the date of delivery whichever is lower, shall be to the account of PURCHASER.
- 5.3 The PURCHASER shall reimburse the variation as above based on documentary evidence like relevant Gazette Notification or any other documents to the satisfaction of the PURCHASER after considering any credit /relief/concession etc allowable or allowed to the SUPPLIER under the respective Act or Rules made after the date of PO.
- 5.4 Any new Taxes leviable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the contract to the satisfaction of PURCHASER and production of documentary evidence after availing of statutory concessions, benefits etc.
- 5.4.1 The SUPPLIER shall pay and bear all other liabilities, taxes and duties not specifically agreed to by the PURCHASER in the contract.
- 5.4.2 Where the contract price is indicated in Indian Rupees, Foreign Exchange variations shall not be payable by PURCHASER to the SUPPLIER unless specifically provided in the PO.

#### **6.0 PACKING & MARKING:**

##### **6.1 PACKING:**

- 6.1.1 The material is to be supplied packed in machine stitched good Polythene bags and in turn in HDPE bag to protect from moisture. The pack should be stenciled in ink with VSP's name as 'VISAKHAPATNAM STEEL PLANT, ACCEPTANCE TO TENDER/PURCHASE ORDER NO., ITEM NAME, NET WT. OF MATERIAL ON EACH PACK AND THE SUPPLIER'S NAME' BATCH NO AND DATE OF MAKE ON THE BAGS'. The packing should avoid fines generation and contamination from foreign particles / moisture.

6.1.2 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.

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

a) Name and address of the Consignee	Rashtriya Ispat Nigam Ltd. Visakhapatnam Steel Plant, Visakhapatnam 530 031 Andhra Pradesh, INDIA.
b) Name of the Supplier	:
c) Order No.	:
d) Description	:
e) Quantity	:
f) Package number	:
g) Gross and net weights	:

### 6.3 **PACKING LISTS:**

6.3.1 Each package shall have a detailed Packing List quoting specifically the name of the SUPPLIER, Number and Date of the Acceptance to Tender/Acceptance to Tender/Purchase Order, the Name of the PURCHASER and the description of the stores and the quantity contained in the package. Duplicate copy of the Packing List shall be put in a water proof envelope and fastened securely to the outside of the package.

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

### 7.0 **TEST CUM GUARANTEE CERTIFICATE:**

7.1 The SUPPLIER shall submit Test Certificate from Government/Government approved labs or own lab along with every consignment in case of ISO certified Manufacturer.

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

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

**8.0 INSURANCE:** Insurance Charges if any, shall be borne by Suppliers.

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

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

**11.0 MODE OF PAYMENT:**

11.1 The PURCHASER encourages Electronic Fund Transfer (EFT) or RTGS for payment directly to the SUPPLIER's Bank Account on the due date for which the SUPPLIER has to furnish Bank Account details in the format prescribed by the PURCHASER.

The SUPPLIER shall submit the following documents to the PURCHASER, all in 4 (four) copies unless otherwise specified:

- a) Signed GST Invoices containing the reference of the Acceptance to Tender/Acceptance to Tender/Purchase Order certifying that the MATERIAL despatched is strictly in conformity with the Order - in quadruplicate.
- b) Copy of Lorry Receipt in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam.
- c) Certificate issued by the Material Producer who has supplied the cargo, certifying that they have supplied the cargo to the SUPPLIER.
- d) Test cum Guarantee Certificate issued by the Material Producer.
- e) Packing list – in duplicate
- f) Accepted GARN (Goods Acceptance/Rejection Note) issued by the Purchaser – in duplicate

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

## **12.0 WEIGHMENT OF THE SUPPLIES (If Applicable):**

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

## **13.0 PERFORMANCE GUARANTEE BOND:**

- 13.1 The SUPPLIER should submit the Performance Guarantee (PBG) bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Asst. General Manager (MM)-Purchase, RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI/Acceptance to Tender/Purchase Order, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per pro-forma at **ANNEXURE-IX** of Open Tender Document, for an amount covering 5% (five percent) of the value of the quantity ordered on Landed Cost basis. No change in the prescribed pro-forma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BG along with the BG. The check list format is enclosed at **ANNEXURE-IX (A)** of Open Tender Document.
- 13.2 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 13.3 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender/Purchase Order.
- 13.4 The SUPPLIER is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender/Purchase Order.
- 13.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 180 (one hundred and eighty) days from the date of receipt of the last consignment of the MATERIAL. The BG should be signed on all pages by the concerned Officer(s) of the Bank whose Name, Designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the SUPPLIER, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate

copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.

- 13.6 Performance Guarantee Bond shall be released after 120 days from the date of receipt of last consignment (or) 30 days after consumption of the total material supplied, whichever is later, subject to clearance from the User Department and settlement of claims on account of demurrage/despatch relating to loadport and disport for all shipments (on account of overloading/demurrage, in case of rail/road despatches) under the Acceptance to Tender/Purchase Order .

#### **14.0 LIQUIDATED DAMAGES:**

In the event of the SUPPLIER'S failure to deliver the MATERIAL within the time(s) specified for delivery, the PURCHASER shall recover from the SUPPLIER, liquidated damages not by way of penalty a sum of 0.5 % of the price (A/T Value excluding of Taxes) of any MATERIAL which the SUPPLIER has failed to deliver as aforesaid for each week or part of week, during which delivery of such MATERIAL may be in arrears subject to a maximum of 10 % of the value of the MATERIAL in arrears. However, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Clause 24.0 hereinafter**. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right.

#### **15.0 DEFAULT:**

Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender/Purchase Order or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender/Purchase Order as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SUPPLIER's default. This Clause is however subject to Force Majeure vide **Clause 24.0 herein below**.

#### **16.0 RISK PURCHASE:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender/Purchase Order as stated in **Clause 22.0 herein above** may be either for whole or part of the Acceptance to Tender/Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender/Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SUPPLIER shall be liable to the PURCHASER

for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender/Purchase Order by the PURCHASER, the SUPPLIER shall continue the performance of the Acceptance to Tender/Purchase Order to the extent it is not terminated under the provisions of this Clause.

#### **17.0 RECOVERY OF SUMS DUE:**

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

#### **18.0 RESPONSIBILITY:**

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

#### **19.0 TRANSFER AND SUB-LETTING:**

- 19.1 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.
- 19.2 The SUPPLIER shall be entirely responsible for the execution of the Acceptance to Tender/Purchase Order by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SUPPLIER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.
- 19.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.
- 19.4 SUPPLIER has to fulfill the conditions laid down by Safety Engineering Department (SED) of PURCHASER for carrying out Application job. For non-compliance of Safety Appliances, Penalty shall be levied as per the norms fixed by SED of PURCHASER and which is subject to change from time to time.
- 19.5 The SUPPLIER shall be responsible for fulfillment of all the Statutory Rules and Regulations laid down by Contract Labour Cell and Safety Engg. Dept of VSP which are subject to changes from time to time.

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

#### **19.7 Payment of allowances to Contract labour:**

19.7.1 The CONTRACTOR shall have to pay welfare allowance (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc. @ Rs.80.76 ps. per day of actual attendance of each worker in the contract not exceeding Rs.2,100/- per month in addition to the wages as indicated in the minimum wages clause of special conditions of contract. The CONTRACTOR will submit his claim with proof of such payment made in this connection in the RA bill and the same is reimbursed to him.

19.7.2 It may be noted that the payment of welfare allowance is towards the expenditure incurred by the contract towards fuel charge, coconut water allowance, food/milk/Tiffin allowance/coconut water allowance.

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

19.7.4 The SUPPLIER shall be responsible for fulfillment of all the Statutory Rules and Regulations laid down by Contract Labour cell and Safety Engineering Dept of VSP which are subject to changes from time to time. The SUPPLIER should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to SUPPLIER'S account. The SUPPLIER to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the SUPPLIER of any responsibility, liability or obligations under the contract and the SUPPLIER shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the SUPPLIER or his agents and workmen. The Penalties in case of Safety violation is given at **ANNEXURE-XI** of Open Tender document

#### **20.0 CLEARANCES:**

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

#### **21.0 IMPORT LICENSE:**

Import of the MATERIAL is presently under Open General License.

## **22.0 COMPLETENESS OF THE AGREEMENT AND MODIFICATION:**

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

## **23.0 WAIVER:**

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

## **24.0 FORCE MAJEURE:**

24.1 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.

24.2 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.

## **25.0 ARBITRATION:**

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

## **26.0 LEGAL INTERPRETATIONS:**

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

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

## **27.0 LIABILITY OF GOVERNMENT OF INDIA:**

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

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**ANNEXURE-IX OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

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

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

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

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

Bank Guarantee No

Dt

**LETTER OF GUARANTEE**

1. WHEREAS M/s\_\_\_\_\_ hereinafter referred to as the SUPPLIER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an Agreement vide Acceptance to Tender/Purchase Order No.\_\_\_\_\_ Dated\_\_\_\_\_(hereinafter called the said Acceptance to Tender/Purchase Order) for the supply of 145 MT of "Shotcrete Material for BF#1 & 3" (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

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

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

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

6. We, \_\_\_\_\_ (Name of Bank & Branch) hereby further agree that the Guarantee herein contained is initially valid upto \_\_\_\_\_ and that the same shall be extended further according to the provisions contained herein above.

7. We, \_\_\_\_\_ (Name of Bank & Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the

constitution of the SUPPLIER and/ or the PURCHASER.

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

ATTORNEY

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

& AUTHORISED SIGNATORY  
Designation  
(Name of Bank & Branch)

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

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE-IX OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**CHECK LIST FOR BANK GUARANTEES**

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

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

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

Signature and Seal of the Supplier

Date: .....

**ANNEXURE-X OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**INTEGRITY PACT**

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

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**ANNEXURE-XI OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**LIST OF SAFETY VIOLATIONS CATEGORY-WISE**

Category	Safety Violations	Fine	
		Works /Non-Works	Projects
<b>I</b>	Not wearing crash helmet while riding Two- Wheeler in plant Premises	First offence : Rs. <b>1,000.00</b> Second or subsequent Offence : Rs: <b>2,000.00</b>	First offence : Rs. <b>1,000.00</b> Second or subsequent Offence : Rs: <b>2,000.00</b>
<b>II</b>	<b>Minor Violations</b>		
	<b>A . Height</b>	1.Height Pass not made / not available 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>Rs.3,000/-</b>
	<b>B. Excavation</b>	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.	<b>Rs.5,000/-</b>
	<b>C. Electrical</b>	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 /	

II		Shelter / Canopy.	Rs.3,000/-	Rs.5,000/-
		8.Cables used having many joints.		
		9.Earthing not provided on Electrical equipments.		
		10.ELCB not installed.		
	<b>D. Material Handling</b>	1.Use of damaged slings / tools / ropes.		
		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.		
	<b>E. Gas Cutting</b>	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.		
		7.Condition of hose pipe not good.		
		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.		
	<b>F.Arc Welding</b>	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.		
	<b>G.PPEs</b>	1.Non usage of PPE's at site such as Safety Helmet, Shoes, Goggles, Hand gloves, Face Shields etc., as per requirement.		
	<b>H.Vehicle</b>	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 / invalid		
		12.Driving of two wheeler carrying more than one pillion rider.		
		13.Driving dangerously.		
		14.Overloading of vehicles.		
		15.Talking on cell phone while driving.		
		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.		
<b>II</b>	<b>I.Permits</b>	1.Working without work permit / shut down	<b>Rs.3,000/-</b>	<b>Rs.5,000/-</b>
		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		
	<b>J.General</b>	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.		
<b>II</b>	<b>K. Statutory Records</b>	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		
<b>III</b>	<b>Minor subsequent - Repetition of safety violations as detailed under Category-II above.</b>		<b>First repetition of violation Rs.12,000/- For second repetition of violation onwards Rs.24,000/-</b>	<b>First repetition of violation Rs.15,000/- For second repetition of violation onwards Rs.25,000/-.</b>
<b>IV</b>	<b>HEIGHT</b>	<b>Major violations.</b> 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.	<b>Rs.20,000</b>	<b>Rs.40,000</b>

		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.		
	<b>Excavation</b>	1.No barricading of excavated pits.		
	<b>Electrical</b>	2.Un authorized working on electrical equipment.		
	<b>Vehicle</b>	3.Sleeping under truck.		
	<b>Arc welding</b>	4.Welding screen not used.		
	<b>General</b>	5.Absence of Supervisor at work site.		
		6.Leaving loose sheets on the roof tops.		
<b>V</b>	<b>Fatal Accidents/Permanent disability.</b>		<b>20% of contract value subject to Min. Rs.1 lakh and Maxi.Rs.5 lakhs or banning of business dealing or both.</b>	<b>10% of contract value subject to min. Rs.5 lakhs and maxi. Rs.10 lakhs or banning of business dealing or both.</b>
	<b>Note:</b>			
	<p><b>1)</b> 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.</p> <p><b>2)</b> 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.</p> <p><b>3)</b> 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.</p> <p><b>4)</b> The penalties mentioned above are in addition to those which are applicable as per the statutory acts &amp; Rules . In case of any imposed penalty by any statutory authority , the same shall be over and above the contractual clauses.</p> <p><b>5)</b> 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 .</p> <p><b><u>Authority for imposing penalties :</u></b></p>			

	<p><b>I)</b>Penalty for violations falling under the Categories (I), (II) &amp; (III) will be imposed by Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Officer/Zonal /Project Safety Officer / Operating Authority, a copy of the penalty imposition advice will be endorsed to the In-charge, SED for his information.</p> <p><b>II)</b>Penalty for the violations falling under the Categories (IV) &amp; (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.</p> <p><b>III)</b> The penalty amount shall be recoverable from any bill and /or EMD /SD of the contractor without any further reference to him.</p> <p><b>IV)</b>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.</p>
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Signature of the Tenderer with seal

**ANNEXURE-XII OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**UNDERTAKING FOR PAYMENT OF GST AMOUNT**

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

Dear Sir,

Sub: OPEN Tender No. 20017118/0035 Dt. 23.10.2018

We, ----- (Name of the Tenderer) 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 ----- (Name of the Tenderer), 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., ----- (Name of the Tenderer) 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 ----- (Name of the Tenderer) 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 -----(Name of the Tenderer) 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."

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 Tenderer and should be signed by authorised person.

**ANNEXURE-XII OF OPEN TENDER DOCUMENT  
(OPEN TENDER NO. PUR.20017118/0035 Dt. 23.10.2018)**

**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 Supplier with seal)

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

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

**VOLUME - II TO OPEN TENDER NO. PUR. 20017118/0035 Dt. 23.10.2018**

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

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

**OPEN TENDER NO PUR.20017118/0035 Dt. 23.10.2018 FOR SUPPLY  
AND APPLICATION OF SHOTCRETE MATERIAL FOR BLAST  
FURNACES - 1 & 3**

**PRICE SCHEDULE**

<b>S.No.</b>	<b>Price Details</b>	<b>Value</b>
1	Basic Price of the Materials (Rs./MT)	
2	Freight on the Materials (Rs./MT)	
3	% GST applicable on Basic Price & Freight of the Materials (*)	-----% Extra
4	Application Charges (Rs./MT)	
5	% GST applicable on Application Charges (*)	-----% Extra

**Note :** In view of **Clause 13.0 of ANNEXURE-II** of Open Tender Document i.e., Scope of Work, as Penalty is to be calculated on Ex-Works basis, 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

- Note:** a) Except the above details, any other condition / information if any, given in the format shall not be considered for evaluation. Price Bid format may be followed strictly. In the Blank Price Bid, figures may be replaced with star marks (\*\*\*\*) and the same may be submitted along with Techno-Commercial Bid. Price Bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
- b) 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/VSP shall be final in this regard.