

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

**VOLUME - I TO ITT NO.PUR 8.67.0024/0041 dated: 19.12.2018**

Tender document downloaded from [www.vizagsteel.com](http://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)

**GLOBAL TENDER**

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

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

Telephone No: +91 891 2519508

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**GLOBAL TENDER NOTIFICATION**

**ITT No. 8.67.0024/0041 dated: 19.12.2018**

Sealed tenders are invited Supply and Application of “Refractories for LD Converter of SMS-II”

Last date & time for receipt of Tenders : 18.01.2019 by 10: 30 HRS (IST)

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

**- ED (MM)**

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

**GLOBAL TENDER FOR “SUPPLY AND APPLICATION OF REFRACTORIES FOR LD  
CONVERTER OF SMS-II”**

**ITT No 8.67.0024/0041 dated: 19.12.2018**

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RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
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**NOTICE TO INVITATION TO TENDER NO. 8.67.0024/0041 DATED: 19.12.2018  
FOR “SUPPLY AND APPLICATION OF REFRACTORIES FOR LD CONVERTER OF SMS-II”**

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

- 1.0 Rashtriya Ispat Nigam Limited (RINL) / Visakhapatnam Steel Plant (VSP) invites sealed bids in Two parts (**Part-A** Techno Commercial Bid and **Part – B** Price Bid in separate envelopes) for **Supply and Application of Refractories for LD Converter of SMS-II** in conformity with the Specifications/Scope of Work given in **ANNEXURE – II** of Global Tender Document.
- 2.0 RINL / VSP intends to purchase quantity of 08 Sets of Refractories for LD Converter of SMS-II.
- 3.0 Bids in a sealed envelope shall be received up to 10:30 Hours (IST) on **18.01.2019** and Techno Commercial part of the bid (Part-A) shall be opened immediately thereafter in the presence of authorized representatives of the tenderers who choose to be present. Price bids (Part- B) of technically and commercially accepted tenderers shall be opened, under separate intimation to them, in the presence of their authorised representatives who may choose to be present.
- 4.0 The offer should be submitted in sealed envelope clearly superscribing “Tender for supply and application of Refractories for LD Converter of SMS-II” against Tender No **8.67.0024/0041 dated: 19.12.2018 due on 18.01.2019** at the office of Executive Director (MM), Block - A, Purchase Department, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530031 (A.P) – India.
- 5.0 Tenders submitted against NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer. RINL/VSP reserves the right to open the original offer along with revised offer(s).
- 6.0 Each tender shall be considered only if the Bid money in Indian Rupees/US\$ is submitted **for an amount of Rs.37,50,000.00 (Rupees Thirty Seven lakh fifty Thousand only) or US\$ 52,080.00 (US Dollar Fifty Two Thousand Eighty only)** along with or prior to opening of **Part-A: Techno-Commercial Bid. Tenders received without Bid Money of requisite value will not be considered by RINL/VSP.** Please refer **Cl.No.15.0 of ANNEXURE-I** of Global Tender Document
- 7.0 The successful tenderer has to execute a Performance Guarantee Bond in the form of a Bank Guarantee for 5% of the order value on Landed cost basis/CFR cost (as the case may be) to be received at RINL before commencement of supplies or 30 days from date of LOI or Acceptance to Tender whichever is earlier (Please refer **Cl.No.12.0 of ANNEXURE-IX** of Global Tender Document).
- 8.0 **EVALUATION:** All the tenders shall be evaluated on the basis of Landed Net of Input Tax Credit Price (LNIP) per Set for Supply and Application together.
- 8.1 RINL shall resort to reverse e-auction prior to opening of sealed price bids. Reverse e-auction shall be conducted in our SRM portal (<https://srm.vizagsteel.com/>). All Technically and Commercially acceptable (TA & CA) Tenderers would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at **Cl.No.8.3 below**. In reverse e-auction the Tenderers would be required to quote prices only on the basis of Landed net of Input Tax Credit Price per Set at Visakhapatnam Steel Plant, Visakhapatnam. Only such

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

- 8.2 **After the reverse e-auction is conducted, the sealed price bids of all the TA & CA Tenderers, irrespective of whether they have participated in the reverse-auction or not shall be opened within a short duration I.e., within 2 (two) working days. Based on the prices so received through reverse e auction and the sealed price bids received along with the Techno-Commercial offers, a Composite Comparative Statement shall be made considering the lower of the prices (i.e., sealed price bid prices and reverse e-Auction prices) of all the TA & CA Tenderers. Placement of order shall be considered on the L1 price (LNIP) so arrived.** Tenderers shall mention their User Id for participating in the reverse e-auction in their techno- commercial bid after generating the same.
- 8.3 RINL will inform the technically and commercially acceptable (TA & CA) Tenderers of the date and time of reverse e-auction and they shall participate in the process. All the tenderers would have to generate user ID & Password by following the steps mentioned at Cl.Nos.8.3.1.
- 8.3.1 Tenderers need to have SAP Vendor code (SAP Vendor code and User ID are same) and Password to participate in Reverse e-auction to be conducted in our SRM portal. All enlisted vendors of RINL would be having User ID and password for participating in reverse e-auction.
- 8.4 Definition of key terms for reverse e-auction in our SRM Portal and User Manuals are available in our SRM Portal. TA & CA tenderers would be authorized to quote their Landed Net of Input Tax Credit Prices (LNIP) only on e-reverse auction engine on a fixed time and date. Modalities of evaluation of Landed Net of Input Tax Credit Price is given at **Cl.No. 9.0 of ANNEXURE-I** of Global Tender Document.
- 8.4.1 After logging into our SRM portal, kindly note that the help documents/User Manuals are available at 'Supplier Request' tab > Supplier Request Templates> Public Documents.
- 8.4.2 Help documents/User Manuals to be complied with are 'Browser and JAVA security settings for E-auction', 'Auction participation', 'Contact us', 'Legal Disclaimer', etc. Always check your system for proper settings, with mock auction before actual auction is started. There shall not be any Start bid price in the auction.  
In case of any technical problem regarding auction, for help, kindly contact us as per the details indicated at available at "Contact Us" link in our SRM portal atleast two days before the reverse e-auction date.
- 8.5 For the purpose of comparison of Imported & Indigenous offers, the offers for the imported supplies shall be converted into INR considering an Exchange Rate of 'M' rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) prevailing on one day before the scheduled date of Reverse e-auction in case of 'Reverse e-auction' and Exchange Rate of 'M' rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) as on the Price bid opening date in case only 'Sealed Price Bids' are considered and Landed Net of Input Tax Credit Price (LNIP) per Set arrived at for VSP Stores.
- 8.6 In case of Import offers, where in the Tenderers have given different tariff codes for different items of BOM which forms the accounting unit, for evaluation of offers on LNIP of per Set, the effective Basic customs duty rate and Or GST will be considered for evaluation considering the weighted average of the Basic customs duty and Or GST applicable for the Items of the BOM and the weight of the items.
- 8.7 In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, evaluation of the Offer shall be done on the basis of Landed Net of Input Tax Credit Price (LNIP) basis i.e., Landed Cost excluding GST.

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

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

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

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

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

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

9.0 **No. of Sources:** The tendered quantity shall be taken from **Two** Techno-commercially acceptable tenderers in the ratio of 2/3:1/3 (i.e., 05 Sets: 03 Sets) subject to matching of the Lowest Price of **the Technically and Commercially acceptable Tenderers** on Landed Net of Input Tax Credit Price (LNIP) basis against this Tender.

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

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

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

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local SSIs (Micro and Small Enterprises) as per prevailing guidelines. In case a Local MSE becomes TAL1 Tenderer, purchase preference will not be extended to another Local MSE in the tender.

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

- Executive Director (MM)

**ANNEXURE-I OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**INSTRUCTIONS TO TENDERERS**

- 1.0 **ELIGIBILITY CRITERIA:** Supplier/manufacturer must have credential of supplying at least One Full Set of Converter Refractories consisting Magnesita Carbon Quality Working Lining Bricks including Tuyre type Combined Blowing Refractory, any time within last 5 years from RFx date (i.e. Invitation to Tender date), for minimum 100 Ton capacity Converter in any Steel Plant, which has achieved minimum 2500 heats life. For deciding whether the supply is within last 5 years from RFx Date (i.e. ITT Date), either the PO Date or the Delivery Date as indicated in the PO copy furnished by the Party, shall be considered.

In order to fulfil the Eligibility Criteria as indicated above, supplier / manufacturer are required to furnish the following documents along with their offer in support of their eligibility:-

- 1.0.1 Complete copy of the Purchase Order (PO) issued by their customer which should contain PO No., PO Date and Delivery Date. All the pages of the PO copy should be self-attested by the supplier/manufacturer with clear mention of name and designation of the signatory and name of the organization.  
In case the PO copy furnished, is in any language other than English, then along with the copy of original PO, an English translated version of the PO copy needs to be furnished which should be self-attested by the supplier/manufacturer with clear mention of name and designation of the signatory and name of the organization. In the English translated version of the PO copy, details like PO No., PO Date, Item Description and Delivery Date shall be clearly mentioned.
- 1.0.2 Performance Reports/Certificates (bearing reference PO No. & PO Date) issued by their customer, with a clear mention of Life achieved (in no of heats) against each Converter set. The Performance Reports/Certificates shall be duly signed by their customer with clear mention of name and designation of the issuing authority and name of the organization.  
In case, copy of the Performance Report/Certificate (bearing reference PO No. & PO Date) is furnished, the same shall be self attested by the Supplier/Manufacturer with clear mention of name and designation of the signatory and name of the organization.  
In case the Performance Reports/Certificates furnished, are in any language other than English, then along with the copy of original Performance Report/Certificate an English translated version of the Performance Reports/Certificates needs to be furnished which should be self attested by the Supplier/Manufacturer with clear mention of name and designation of the signatory and name of the organization. The English translated version of the Performance Reports/Certificates should contain reference PO No. & PO Date, Life achieved (in no of heats) against each Converter set.
- 1.0.3 List of the credentials (furnished along with their offer) have to be summarized in the following format which is required to be furnished by the Supplier/Manufacturer:-

Credential Sl. No	Name of the plant where Converter Refractories Set was supplied	Converter Capacity	No. of Sets Ordered	Reference PO No. & PO Date	Quality of Converter Working Lining Bricks	Whether tuyre type combined blowing refractory was part of the ordered set against referred PO	Whether complete PO copy is submitted along with the Offer in tender document	Whether performance report is submitted along with the Offer in tender document
						(Yes/ No)	(Yes/ No)	(Yes/ No)
01								

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

- 1.2 Tenderers who may be a supplier offering on behalf of a principal Manufacturer, shall furnish in original the Letter of Authority of the concerned Manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such Tenderers shall, in addition, furnish all the data as called for in **Cl.No.1.0 above**. The **Letter of Authority** should be as per the format enclosed at **ANNEXURE-III** of Global Tender Document and this should be submitted along with **Part-A** of Tender Documents i.e., Techno-Commercial Bid.
- 1.3 Only one offer should be received from each principal Manufacturer either directly or through their agents. In case more than one offer is received from the same principal Manufacturer, then, all the offers of the same principal manufacturer will be rejected including the direct offer, if any.
- 1.5 In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment /facilities/address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 (two) years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.
- 2.0 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:** If Tenderer who responds to this tender notice is not presently enlisted with RINL / VSP, he is requested to furnish copies of the following documents separately in a sealed envelope super scribing "CREDENTIALS" and the ITT REFERENCE or ADVERTISEMENT TENDER REFERENCE as the case may be, along with the tender.
- a) In respect of Indigenous Tenderers :**
- (i) Notarised Statutory manufacturing / service industry registration certificate, i.e., E.M. Part-II issued by DIC / NSIC registration certificate for the same / similar items for MSEs.  
(OR)  
Notarised copy of Certificate of Registration of Shops and Establishments for a Dealer / Agent / Trader etc.  
(OR)  
Notarised copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited Companies.
  - (ii) Notarised copy of Proprietary /Partnership deeds in case of Proprietary / Partnership Firms.
  - (iii) Notarised copies of GST Registration Certificate and PAN Card copy in the name of company in case of Limited Companies or In the name of individuals in case of Proprietary Firms.
  - (iv) Self certified Financial worth and audited financial statements for the last three (3) years.
  - (v) Self –Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.
  - (vi) Self-certified ISO Certificate, if any.

**b) In respect of Overseas Tenderers**

- (i) Notarised registration certificate from chamber of commerce / their respective designated Govt., Agency in English Version.
- (ii) Self – certified financial worth and audited financial statements for the last three (3) years.
- (iii) Self-certified Purchase Orders / contracts copies for the same or similar tendered item/s.
- (iv) Self-certified ISO certificate, if any.

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



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

3.1 RINL/VSP requires Refractories for LD Converter of SMS-II on Supply & Application basis as per the Technical Specifications/ Scope of Work mentioned in **ANNEXURE-II** of Global Tender Document.

3.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit / weightage.

3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance to Tender.

4.0 **QUANTITY:** The PURCHASER intends to purchase 08 sets of Refractories for LD Converter of SMS-II conforming to Technical Specifications/Scope of Work as at **ANNEXURE-II** of Global Tender Document

5.0 **NO. OF SOURCES:** The tendered quantity shall be taken from 2 (two) Techno-Commercially acceptable (TA & CA) Tenderers subject to matching of the TAL1 Landed Net of Input Tax Credit Price (LNIP) per Set by TAL2, TAL3 Tenderers etc. in the order of ranking and the tendered quantity will be distributed in the ratio 2/3: 1/3 (i.e., 05 Sets: 03 Sets). However, this is subject to two sources together offer for supply of total tendered quantity and as per the delivery schedule indicated at **Cl. No.7.0 below**.

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

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

6.1.1 In view of the definition of Heat Cost for Payment indicated at **Clause 3.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection (**VITAL**).

### 6.2 **Import Offers:**

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

Offers without break-up of CFR Price into FOB Price and Freight rate shall not be considered for evaluation.

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

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

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

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

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

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

## 7.0 DELIVERY

- 7.1 The delivery schedule indicated below for 08 Sets of "Refractories for LD Converter of SMS-II" is tentative. RINL/VSP reserves the right to prepone or post pone the delivery schedule as per requirement at site.

Schedule No.	Delivery schedule (End dates)- To reach VSP Stores by	Qty
1	31-08-2019	01 Set
2	31-10-2019	01 Set
3	30-11-2019	01 Set
4	31-01-2020	01 Set
5	31-03-2020	01 Set
6	31-05-2020	01 Set
7	30-06-2020	01 Set
8	31-07-2020	01 Set

The first Set is to be delivered at VSP Stores within 14 (fourteen) Weeks of date of LOI/Acceptance to Tender/Purchase Order or within 31-08-2019 whichever is later.

- 7.2 Delivery schedule indicated above for the tendered qty of 08 sets is indicative, which may have to be revised by VSP as per site requirement. Before delivery of each set of Refractories for LD Converter of SMS-II supplier shall obtain clearance from VSP, which may or may not include monolithic components. In case clearance for monolithic component is not obtained along with the rest of the set, separate clearance shall be obtained for the delivery of the same, for ensuring that fresh monolithic material is available for usage both during initial lining and running repair.
- 7.3 Overseas Tenderers shall consider all the logistics factors like Voyage time; the time required for clearing the Cargo at discharge port etc and material required for forming full Set(s) to ship the material so as to deliver the material as per the delivery schedule indicated above such that the full sets (lots) are delivered at Visakhapatnam Steel Plant, Visakhapatnam by the end dates indicated above.
- 7.3.1 In case a Overseas Tenderer quotes a part qty of set on FOB/CFR basis and balance part qty of set on FOR VSP Stores basis, the delivery date(s) indicated in the LOI/Acceptance to Tender/Purchase Order will be the end date(s) by which Tenderer is required to despatch total qty required for set(s) i.e., both import and indigenous parts of set(s) at VSP Stores.
- 7.4 For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Lorry Receipt, **in case of indigenous supplies**) in time and / or due to faulty documents, the successful Tenderer would be held responsible for any demurrage, port / siding / store rent etc, which RINL/VSP may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Transporter, **in case of indigenous supplies**).
- 7.5 In case of Indigenous supply, dispatch of the Materials in Set(s) shall be in a Semi Knocked down or Completely knocked down condition under Rule 55(5) of GST act.

## 8.0 **PAYMENT TERMS:**

### 8.1 **Supply part for indigenous supplies:**

- i) Initial 80% Basic Price per Set (excluding Monolithic items) along with 100% GST and freight shall be released set wise within 60 days (21<sup>st</sup> day for local Micro and Small Enterprises subject to submission of documents as stipulated vide Clause : 16.2.1 below) of receipt of material against GARN. 80% basic Price per Set of Monolithic items along with 100% GST and freight shall be released within 60 days against proof of receipt from stores. The Supplier shall raise invoice for 100% of the Basic value of the material along with 100% GST and submit an undertaking/consent as per the Format at **Annexure -XIV** authorising RINL/VSP to withhold balance payment (i.e., (ii) given below) against the Supply of the Materials as 'Performance Retention Deposit' which shall be payable on fulfillment of contractual obligations like Performance/achievement of Guaranteed life, etc (as applicable) as per the payment terms indicated in the PO.
- ii) Balance 20% Basic Price per Set shall be released within 30 days (15 days for Local MSEs) of submission of bills supported by performance report duly certified by DGM (RED)I/c or his authorized representative as per the Basis of payment indicated in scope of work, after adjusting penalties/recoveries, if any.

### 8.2 **Supply part for overseas supplies:**

- a) Initial 80% FOB Price per set (excluding Monolithic items) along with 100 % freight (if shipment is on CFR basis) shall be released set wise within 60 days of receipt of material against GARN. 80% FOB Price per set of Monolithic items along with 100 % freight (if shipment is on CFR basis) shall be released within 60 days against proof of receipt from stores.
- b) Balance 20% FOB Price per Set shall be released within 30 days of submission of bills supported by performance report duly certified by DGM (RED)I/c or his authorized representative as per the Basis of payment indicated in scope of work, after adjusting penalties/recoveries, if any.

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

- a) Initial 50% Application charges per Set + 50% GST shall be released within 30 days (15 days for Local MSEs) of submission of bills duly supported by satisfactory completion of initial installation certified by DGM (RED) I/c or his authorized representative.
- b) 40% Application charges per Set + 40% GST shall be released within 15 days of submission of bills duly supported by certificate issued by DGM (RED) I/c or his authorized representative after end of campaign.
- c) Balance 10% Application charges of the Set + 10% GST shall be released within 7 days against clearance from Contract Labour Cell (CLC) of VSP.

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

- 8.5 The Monolithic items are to be supplied based on clearance given by VSP. Payment for Monolithic items shall be released based on manual certification (Manual DB) by Stores. In case Separate clearance is given for Monolithic items of a Set, for raising of GARN, release of payment and LD purpose, the set formation is considered to be completed provided the supply of the set is completed excluding supply of Monolithic items.

- 8.6 In case excess material (than the approved BOQ) is supplied to achieve the guarantee, the same shall be supplied by the successful Tenderer free of cost. However RINL/VSP shall avail GST credit against GST Invoice and reimburse the same to the successful Tenderer in such cases (against a Credit Note/ Debit Note). In case of any leftover qty, the same shall be the

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

- 8.7 Penalty (if any) recoverable as a lumpsum/absolute amount is exclusive of any Taxes and Duties. Taxes and Duties, if any, have to be borne by the Supplier. VSP will not reimburse the same.
- 8.8 Based on the Guaranteed Life achieved, the Supplier(s) shall raise a Debit/Credit Notes as the case may be, along with applicable GST.
- 8.9 In case of 'No Payment' as per the Basis of payment indicated in scope of work, reversal of GST shall be accounted against the Credit Note to be issued by the Supplier.
- 8.10 All the Debit/Credit Notes to be issued by the Suppliers must contain the reference to the original Invoice Number.
- 9.0 All the offers shall be evaluated on LNIP basis. The illustrations for arriving at Landed Net of Input Tax Credit Price (LNIP) is as given below:

**(a) INDIGENOUS OFFERS:**

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

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

# Assumption

**Note:** In view of the definition of Heat Cost for Payment indicated at **Clause 3.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection **(VITAL)**.

**(b) IMPORT OFFERS:**

S. No	Details	Amount ('VPT' as Discharge Port)
<b>A.</b>	<b>COST OF THE MATERIAL</b>	
1)	FOB price (USD/Set)#	9700.00
2)	Freight (USD/Set)#	300.00
3)	CFR price (USD/Set) S.Nos.1+2	10,000.00
4)	CFR price (Rs./Set) S.No. 3 * Exch. Rate	6,50,000.00
5)	Insurance @ 0.034% on CFR price (Rs./Set)# S.No.4*0.034%	221.00
6)	GST @18% on Insurance (Rs./Set)* S.No.5*18%	39.78

7)	Sub total	S.Nos.4+5+6	6,50,260.78
8)	CIF value (Rs./Set)	S.Nos.4+5+6	6,50,260.78
	<b>Duty Structure</b>		
9)	Basic CD @ 10% on CIF Value (Rs./Set)*	S.No.8*10%	65,026.08
10)	Social Welfare Surcharge @10% on CD(Rs./Set)*	S.No.9*10%	6,502.61
11)	IGST @18% on CIF+CD+SWS (Rs./Set)*	(S.Nos.8+9+10)*18%	1,29,922.10
12)	CIF Price incl. of Taxes, Duties & Cess (Rs./Set)	S.Nos.7+9+10+11	8,51,711.57
	<b>Handling Charges</b>		
13)	Terminal Handling Charges (THC) @ Rs 6,500/- per 20' Container with shipment of 1 set in twenty seven 20' Containers (Rs./Set)# (Rs. 6,500*27/Set)		1,75,500.00
14)	Container Cleaning & Maintenance Charges @ Rs 3,500/- per 20' Container with shipment of 1 set in twenty seven 20' Containers (Rs./Set)# (Rs. 3,500*27/Set)		94,500.00
15)	Miscellaneous charges @ Rs 5,500/- per 20' with shipment of 1 set in twenty seven 20' Containers (Rs./Set)# (Rs. 5,500*27/Set)		1,48,500.00
16)	Documentation/Delivery Order Charges @ Rs 7,100/- per B/L (assuming one B/L for shipment of 1 Set) (Rs./Set)# (Rs,7,100/Set)		7,100.00
17)	CFS @ Rs 7,200/- per 20' Container with shipment with shipment of 1 Set in twenty seven 20' Containers (Rs./Set) (incl. of Container movement charges from Terminal to CFS)# (Rs.7,200*27/Set)		1,94,400.00
18)	C&F Charges @ Rs 1,200/- per B/L (assuming one B/L for shipment of 1 Set (Rs./Set)# (Rs.1,200/Set)		1,200.00
19)	Inland Transportation from CFS to VSP Stores @ Rs 2,900.99 per 20' Container with shipment of 1 set in twenty seven 20' Containers (Rs./Set)# (Rs. 2,900.99*27/Set)		78,326.73
20)	IGST @ 18% on Handling Charges (Rs./Set)*	(S.Nos.13 to 19)*18%	1,25,914.81
21)	Total Handling Charges (Rs./Set)	S.Nos.13 to 20	8,25,441.54
22)	LANDED COST OF MATERIAL (Rs./Set)	S.Nos.12+21	16,77,153.11
23)	LANDED NET OF ITC PRICE (LNIP) OF THE MATERIAL (Rs./Set)	S.Nos.22-6-11-20	14,21,276.42
	<b>B. APPLICATION CHARGES PER SET</b>		
24)	Application charges (Rs./Set)#		10,000.00
25)	GST @ 18% on Application Charges (Rs./Set)*	S.No.24 * 18%	1,800.00
26)	LANDED COST OF APPLICATION CHARGES (Rs./Set)	S.Nos. 24 +25	11,800.00
27)	LNIP OF APPLICATION CHARGES (Rs./Set)	S.Nos.26-25	10,000.00
28)	<b>TOTAL LANDED COST FOR SUPPLY &amp; APPLCN. (Rs./Set)</b>	S.Nos.22+26	16,88,953.11
29)	<b>TOTAL LNIP FOR SUPPLY &amp; APPLICATION (Rs./Set)</b>	S.Nos.23+27	14,31,276.42
	<b>Exchange Rate considered for Evaluation 1 USD =</b>		<b>65.00</b>
	<b>Handling Charges were arrived considering loadable Qty. of one Set in twenty seven 20' Containers. However, loadable Qty. as indicated by the Tenderers will be considered for evaluation</b>		

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

# Assumption

**Note: (1) Exchange rate of 'M' rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) prevailing one day before the scheduled date of Reverse e-auction shall be considered for arriving at the LNIP in Indian Rupees and for evaluation of the offers of both Reverse e-auction and Sealed Price Bids for making the Composite Comparative Statement.**

**In case RINL opts for only Sealed Price Bids, Exchange rate of M' rate (i.e. Forex Market Rate which is being obtained through the link: <https://www.cogencisweb.com/Citrix/XenApp/auth/login.aspx> of Citrix Newer Version provided by M/s. Cogencis Information Services Limited, Hyderabad) as on the date of opening of Sealed Price Bids shall be considered for evaluation.**

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

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

#### **10.0 TAXES AND DUTIES:**

**10.1 In case of Imported Supplies,** the successful Tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

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

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

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

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

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

- a) Authorization Certificate as per the format in the VSP's Detailed terms and conditions of Invitation to supply tender ([www.vizagsteel.com](http://www.vizagsteel.com)).
- b) What service the Agent renders, Extent of authorization and authority given to the Agent. The amount of commission/ remuneration, if any, shall be included in the quoted price(s) for such agent and indicated separately.
- c) Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his Indian agent, shall be paid by RINL in India in Indian Rupees. Such commission/ remuneration payable to the Indian agent will be converted to Indian Rupees considering the lower of the rate of exchange of 'M' rate prevailing **(i)** one day before the scheduled date of reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bids (or) **(iii)** the Closing Bid Rate as per Reuters as on the previous working day of Bill of Lading (B/L) Date and shall not be subject to any further exchange variation. In addition, any other

relevant details as may be asked for by RINL/VSP subsequently shall also be furnished by the Tenderer.

- 11.4 There shall be compulsory registration of Indian agents with RINL/VSP. An agent who is not registered with RINL shall seek registration with VDC, RINL/VSP by submitting requisite details/documents as asked for (Detailed procedure is available on our website for viewing and free downloading. Go to [www.vizagsteel.com](http://www.vizagsteel.com), click on “Tenders”, click on “MM” and click on Application for Registration of Indian Agents). The registration shall be valid for that particular tender only & no payment to the agent shall be released unless registered.
- 11.5 The Indian agent's commission, if any should be included in the quoted prices and indicated separately.
- 11.6 Failure to adhere to the above or furnish correct and detailed information as called for herein above, and in the pro-forma at **ANNEXURE-IV** of Global Tender Document will render Tenderer's bid liable to rejection or in the event of an agreement materialising, the same is liable to termination by RINL. Besides this, there would be a penalty of banning business dealings with RINL or damage or payment of a named sum.
- 11.7 The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in equivalent Indian rupees only on the basis of the Invoice submitted, within 90 (ninety) days after acceptance of last consignment at RINL/VSP after effecting deductions, if any.
- 11.8 For any particular tender no Indian agent can represent or quote on behalf of more than one foreign suppliers. In case this principle is violated, the relevant offers will be rejected.
- 11.9 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier / contract agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission / remuneration / salary / retainer being paid by them to the agent(s).
- 11.10 Wherever the Indian representative has communicated on behalf of their foreign supplier / contract agency and / or the foreign supplier / contract agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier / contract agency should be submitted before finalizing the contract.

#### 12.0 **STATEMENT OF DEVIATIONS:**

- 12.1 Each tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Pro-forma at **ANNEXURE-V** of Global Tender Document, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of RINL's terms and conditions in Techno Commercial Bid : **Part - A**.
- 12.2 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document and proposes any deviation there from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter as **ANNEXURE-V** of Global Tender Document. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 12.3 No revision in the terms and conditions of the offer will be entertained after the tender opening unless it has been furnished in response to a specific request from RINL/VSP.

#### 13.0 **LOADING ON ACCOUNT OF DEVIATIONS:**

- 13.1 In case an offer with deviations to payment terms is considered, it shall be loaded suitably for the purpose of comparison with other offers. The general principle is to load for the additional financial implication to which RINL / VSP may possibly be exposed on account of such deviation. The above is on the presumption that the tenderer have confirmed acceptance of all the terms and conditions stipulated in the tender. RINL / VSP reserves the right to load



the offers at its sole discretion for other deviations also, which in the opinion of RINL /VSP have financial implications to RINL / VSP. The decision of RINL / VSP in this regard shall be final.

**14.0 VALIDITY OF OFFER:**

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

**15.0 EARNEST MONEY DEPOSIT:**

- 15.1 Each tender shall be considered only if **Earnest Money Deposit** in US Dollars or in Indian Rupees by means of either a Account payee Demand Draft/banker's Cheque drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam (both subject to realization) or in Electronic Mode or in the form of Bid bond (as per format given at **ANNEXURE-VI** of Global Tender Document) for an amount Rs.37,50,000.00 (Rupees Thirty Seven lakh fifty Thousand only) or US\$ 52,080.00 (US Dollar Fifty Two Thousand Eighty only) is to be submitted along with or prior to opening of **Part-A: Techno-Commercial Bid**.
- 15.2 Each tender shall be considered only if EMD for the amount mentioned in the Notice Inviting Tender is submitted either before opening of **Part-A: Techno-Commercial Bid** or is submitted along with the said **Part-A. (VITAL)**
- 15.3 Account payee Demand Draft/ Banker's Cheque shall be drawn on any Scheduled Commercial Bank (excluding-Co-Operative Banks) in favour of Rashtriya Ispat Nigam Limited payable at Visakhapatnam. Even if EMD is submitted in US Dollars, it shall be converted and retained in Indian Rupees. The implication of fluctuation in exchange rate from the date of conversion to the date of reconversion shall be to the account of the tenderer. No interest shall be paid for the EMD.
- 15.4 A Bid Bond in the form of a Bank Guarantee as per the prescribed proforma at **ANNEXURE-VI** of Global Tender Document established in favour of RINL. No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the tender. The check list format is enclosed at **ANNEXURE-VI (A)** of Global Tender Document. The Bid Bond shall be established by any of the Nationalised banks (whether situated at Visakhapatnam or out station) with a clause to enforce the same on their local branch at visakhapatnam or any scheduled bank (other than Nationalised bank) situated at visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds issued by Co-operative banks are not accepted. The Bid Bond shall be valid for **150 (One hundred and Fifty) days** from the last date fixed for receipt of tenders. The BG should be signed on all pages by the concerned officer(s) of the Bank whose Name, Designation and Code No, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.
- 15.5 The Bid Money will not earn any interest. Tenderers may please note that the Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without EMD.
- 15.6 Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with RINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security can not be adjusted for this purpose and offers with such requests shall be treated as without EMD.
- 15.7 The following categories are exempted from submission of Bid Money :
- a) Central/State Government Public Sector Undertakings of India.



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

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

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

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

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

(or)

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

#### 16.0 **PURCHASE PREFERENCE:**

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

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

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

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

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

The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST

charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

#### 18.0 **PLACEMENT OF ORDER:**

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

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

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

#### 20.0 **PREPARATION OF TENDER:**

20.1 The offer shall be submitted in two parts;

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

**Part-B** - Price Bid.

in two separate sealed envelopes.

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

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

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

- 20.4 Each page of the offer and its enclosures should be signed by the authorised officer(s) of the Tenderer along with seal of the Company / Firm indicating the name and status of the signatory.
- 20.5 **Part-B:** Price Bid should be submitted in a separate sealed envelope in the prescribed proforma given in **VOLUME-II** of the Global Tender Document. The Price Bid should only contain the price quotations. Any financial terms should be given in the Techno Commercial Bid (**Part-A**) only. Any condition / caveat in the Price Bid shall not be considered for evaluation and the offer is liable for rejection.
- 20.6 The sealed envelopes with **Part-A & Part-B** of the offer should bear, in Block capital letters, superscription "Global Tender for supply and application of **Refractories for LD Converter of SMS-II** against Tender No. **Pur.8.67.0024/0041 dated: 19.12.2018**" and should also bear superscription:
- Part-A:** Techno-Commercial Bid, **or**  
**Part-B:** Price Bid.
- The two envelopes should be sealed separately. The name and address of the tenderer should be mentioned on these envelopes.
- 20.7 The two envelopes as above should be placed in another envelope which should be addressed to the Executive Director (MM), Administration Building, 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 Tender No: **Pur.8.67.0024/0041 dated: 19.12.2018 due on 18.01.2019**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.
- 20.8 Copies of the offer should not be sent to any other officer of RINL.
- 20.9 Offers received by VSP through e-mail, cable, telex, fax or telegram, offers received late/delayed and offers received in Single Bid will not be considered under any circumstances.

## 21.0 LANGUAGE OF THE BID:

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

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

- a) Non-Submission of Annexure-II duly signed and stamped.
  - b) Incomplete offers, without appending signature on the offer and the prescribed formats.
  - b) Receipt of offers after the due date and time and/or by Fax/E-mail.
  - c) Variable price being quoted against requirement of firm and fixed price
  - d) Offers not accompanying the requisite EMD in line with the tender conditions unless exempted for any reasons specified herein.
  - e) Offers not confirming to submission of Performance Guarantee Bond in line with the requirement of this Tender Document.
  - g) Offers without CFR price and not specifying the breakup of the Price indicating the FOB Price and Freight against this tender.
  - h) Offers not confirming the acceptance of Integrity Pact.
  - i) Offers of the Un-listed vendors, whose credentials are not satisfactory on the basis of the documents furnished/to be furnished.
- 22.3 In case any Tenderer is silent on any clauses mentioned in this tender document, RINL/VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

- 22.4 The Price quotations should be given in only in the price format and not in any other accompanying documents or statement.
- 22.5 There shall be no indication of the prices in the Techno-Commercial Bid. If prices are indicated there, such offer are liable to be rejected.
- 22.6 Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL shall be final in this regard.
- 23.0 **COMPLETENESS OF THE TENDER:**
- 23.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable for rejection.
- 24.0 **ETHICS:**
- 24.1 If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Bid money, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.
- 24.2 The Company requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 24.3 In case commercially and technically acceptable lowest price offered tenderers backs out after tender is opened in single bid tender and in two bid tender after commercial bid / price bid is opened or after finalization of contract punitive action shall be taken as per prevailing guidelines.
- 25.0 **TDS CERTIFICATE:**
- 25.1 The contractor shall submit Permanent Account Number (PAN) to the Employer. The Contractor shall obtain necessary certificate for deduction of income tax at the rate specified in the certificate or no deduction of income tax as the case may be, from the Indian Income Tax Authorities and inform the Employer before the payments are due under the indigenous/overseas supply and application contract as the case may be. The certificate shall be valid on the date of credit/payments whichever is earlier.
- 25.2 The Employer shall deduct applicable Indian income tax at rate mentioned in the certificate obtained by the Contractor from the Indian Income Tax Authority as per Indian Income Tax Act from the payments to contractor and shall deposit the same to Indian Governmental Authorities. The Employer shall issue TDS certificate as prescribed in Income Tax Act to the Contractor.

- 25.3 In the event of non-submission of required certificate, income tax at source at the applicable rate as per the Indian Income Tax Act shall be deducted from any payments to the contractor.
- 25.4 However, all Corporate Income Tax assessed on the Contractor in India in connection with the execution of the contract shall be borne by the Contractor and no such liability shall be assumed by the Employer.
- 25.5 The following certificates (as per prescribed formats at **ANNEXURE-XIII** of Global Tender Document) to be submitted by the supplier, in case of import source.  
a) Tax Registration Certificate b) Form-10F and 3) Undertaking for foreign payments
- 26.0 **PAYMENT OF ALLOWANCES TO CONTRACT LABOUR:**
- 26.1 The contractor shall have to pay welfare allowance (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc. @ Rs.80.76 ps. per day of actual attendance of each worker in the contract not exceeding Rs.2100/- per month in addition to the wages as indicated in the minimum wages clause of special conditions of contract. The contractor will submit his claim with proof of such payment made in this connection in the RA bill and the same is reimbursed to him.
- 26.2 It may be noted that the payment of welfare allowance is towards the expenditure incurred by the contract towards fuel charge, coconut water allowance, food/milk/Tiffin allowance/coconut water allowance.
- 26.3 The contractor is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by VSP on this account.
- 26.4 The successful Tenderer shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract labour cell and Safety engineering dept of VSP which are subject to changes from time to time. The successful Tenderer should comply to pay the minimum wages as notified by the Appropriate Statutory Authorities time to time and any changes in minimum wages during the contract period will be to successful Tenderer's account. successful Tenderer to submit their offer taking the above into consideration. In case of sub-letting, it shall not relieve the successful Tenderer of any responsibility, liability or obligations under the contract and the successful Tenderer shall be responsible for the acts, defaults, negligence of any Sub-Agency or his agent and workmen as fully they were the acts, defaults, negligence of the successful Tenderer or his agents and workmen. The Penalties in case of Safety violation is given at **ANNEXURE-XII** of Global Tender Document
- 27.0 **AMENDMENT TO THE TENDER TERMS AND CONDITIONS :**
- 27.1 At any time prior to the deadline for submission of the bids, the RINL/VSP may, for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's website at regular intervals. The Tenderer should refer to RINL's website regularly for any Corrigendum.
- 28.0 **All other terms and conditions shall be as per VSP's General Conditions of Contract (GCC) for supply and Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site [www.vizagsteel.com](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) ) .**

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**SCOPE OF WORK FOR REFRACTORY SET OF CONVERTER ON SUPPLY-CUM-APPLICATION BASIS FOR SMS – II**

**1.0 REQUIREMENT:**

Supply of refractory set for 160T LD Converter of SMS-2 and application of refractories during relining of converter including installation of combined blowing refractories and maintenance of converter through running repairs. Supply consists of the following:

- Working Lining Bricks of Magnesite Carbon Quality.
- Back Up Lining Bricks of Burnt Magnesite Quality.
- Bottom and Tap-hole Ramming Mass of basic Quality.
- Tap-hole assembly including initial sleeve, blocks, repair sleeves & fixing compound.
- Basic ramming mass for fixing initial Tap hole, repair of tap hole.
- Combined blowing refractories along with necessary glue for fixing tuyre elements.
- Gunning & patching compound to maintain the converter during operation.

1.0.1 Supplier is required to follow the lining thickness stipulated in the VSP lining drawings as indicated below-

- a) Drawing No: PD-RED-87 SHEET 1 OF 5 REV.No.1 - for lining profile (Longitudinal Section through tap-hole and Bottom lining),
- b) Drawing No: PD-RED-87 SHEET 2 OF 5 REV.No.0 - for tap-hole assembly & tap-hole bricks
- c) Drawing No: PD-RED-00087 SHEET 4 OF 5 REV.No.0 - for the shape of tuyre bricks
- d) Drawing No: PD-RED-00087 SHEET 5 OF 5 REV.No.0 - for arrangement of tuyre bricks

1.0.2 Based on the above mentioned indicative drawings, supplier shall develop their brick drawings clearly indicating the shape nomenclature & dimensions, and furnish the same along with their offer. The brick shape nomenclature and dimensions indicated in their drawing should tally with those indicated in their set quantity (BOQ).

**2.0 GUARANTEED LIFE:** 2500 heats per Converter set.

**3.0 BASIS OF PAYMENT:**

3.0.1 Heat cost = [(Ex-Works price excluding taxes, duties and freight for supply) + (basic price of application charge excluding taxes & duties)] / Guaranteed life in heats i.e.2500.

SL No	Life achieved (in number of Heats)	Amount Payable
1	≤ 1500	Life achieved x 0.5 x heat cost
2	1501 to 2250	Life achieved x 0.75 x heat cost
3	2251 to 2750	Life achieved x 1.0 x heat cost
4	> 2750	[Payment for 2750 heats] + [(Life achieved-2750) x 0.5 x heat cost]

Note: Any heats tapped into the ladle from converter will be considered as valid heat for payment.

3.0.2 If Converter is required to be put down due to any reason attributable to the supplier/manufacturer, then payment shall be made as indicated in Clause No.3.0.1 of this Scope of Work.

3.0.3 If Converter is required to be putdown before guaranteed life of 2500 heats due to any reason not attributable to the supplier/manufacturer, supplier/manufacturer shall be eligible for payment of set cost i.e., cost for 2500 heats life (2500x1.0xheat cost).

3.0.4 If Converter is required to be put down beyond guaranteed life of 2500 heats due to any reason not attributable to the supplier/manufacturer, it will be considered as normal putting down and payment shall be released for actual life obtained.

#### 4.0 ELIGIBILITY CRITERIA:

Supplier/manufacturer must have credential of supplying at least One Full Set of Converter Refractories consisting Magnesite Carbon Quality Working Lining Bricks including Tuyre type Combined Blowing Refractory, any time within last 5 years from RFX date (i.e. Invitation to Tender date), for minimum 100 Ton capacity Converter in any Steel Plant, which has achieved minimum 2500 heats life. For deciding whether the supply is within last 5 years from RFX Date (i.e. ITT Date), either the PO Date or the Delivery Date as indicated in the PO copy furnished by the Party, shall be considered.

In order to fulfil the Eligibility Criteria as indicated above, supplier / manufacturer are required to furnish the following documents along with their offer in support of their eligibility:-

- 4.0.1 Complete copy of the Purchase Order (PO) issued by their customer which should contain PO No., PO Date and Delivery Date. All the pages of the PO copy should be self-attested by the supplier/manufacturer with clear mention of name and designation of the signatory and name of the organization.

In case the PO copy furnished, is in any language other than English, then along with the copy of original PO, an English translated version of the PO copy needs to be furnished which should be self-attested by the supplier/manufacturer with clear mention of name and designation of the signatory and name of the organization. In the English translated version of the PO copy, details like PO No., PO Date, Item Description and Delivery Date shall be clearly mentioned.

- 4.0.2 Performance Reports/Certificates (bearing reference PO No. & PO Date) issued by their customer, with a clear mention of Life achieved (in no of heats) against each Converter set. The Performance Reports/Certificates shall be duly signed by their customer with clear mention of name and designation of the issuing authority and name of the organization.

In case, copy of the Performance Report/Certificate (bearing reference PO No. & PO Date) is furnished, the same shall be self attested by the Supplier/Manufacturer with clear mention of name and designation of the signatory and name of the organization.

In case the Performance Reports/Certificates furnished, are in any language other than English, then along with the copy of original Performance Report/Certificate an English translated version of the Performance Reports/Certificates needs to be furnished which should be self attested by the Supplier/Manufacturer with clear mention of name and designation of the signatory and name of the organization. The English translated version of the Performance Reports/Certificates should contain reference PO No. & PO Date, Life achieved (in no of heats) against each Converter set.

- 4.0.3 List of the credentials (furnished along with their offer) have to be summarized in the following format which is required to be furnished by the Supplier/Manufacturer:-

Credentia l Sl. No	Name of the plant where Converter Refractori es Set was supplied	Converter Capacity	No. of Sets Ordered	Reference PO No. & PO Date	Quality of Converter Working Lining Bricks	Whether tuyre type combined blowing refractory was part of the ordered set against referred PO	Whether complete PO copy is submitted along with the Offer in tender document	Whether performance report is submitted along with the Offer in tender document
						(Yes/ No)	(Yes/ No)	(Yes/ No)
01								

#### 5.0 SUPPLIER'S/MANUFACTURER'S SCOPE:

- 5.0.1 Selection of material specification, design of brick shape, deciding Set Quantity (BOQ).

Supplier/Manufacturer, along with their offer shall furnish the following:

- Specification of all the items/materials covered in their Set Quantity (BOQ)
- Set Quantity (BOQ), indicating breakup of materials required for Initial Lining and material required for running maintenance
- Drawing of Converter lining – Longitudinal Section and Bottom lining

- d) Drawing of all Bricks shape
  - e) Drawing of Tuyre Type Combined Blowing Refractory
  - f) Drawing of Tap-hole Assembly, Tap-hole Blocks, and Tap-hole initial sleeve & repair sleeves.
- 5.0.2 On placement of order, successful supplier is required to take approval for their set quantity and lining drawing from VSP-RED. In case of any deviation in their set quantity and / or lining drawing with respect to set quantity or lining drawing furnished along with the offer, they are required to furnish justification for the same. In course of execution of the order if supplier feels it necessary to modify their lining design and / or set quantity in order to achieve continual improvement or due to some technical reasons, they will furnish their revised lining drawing and/or set quantity for approval of VSP (RED) along with justification keeping the set price unaltered and depending on the case there may be upward or downward revision in quantities of different items or modification of quality or shape / size of brick or introduction / deletion of any item without any financial implication. Whenever supplier will furnish their set quantity for approval of VSP, the lining drawing shall necessarily be furnished along with it. The drawing furnished by the supplier and the set quantity should tally. The drawing should clearly specify drawing title, lining thickness / dimensions, drawing no. and revision no. etc., and the lining thickness should be in line with the lining thickness indicated in VSP drawing. Lining should be carried out as per lining drawing duly approved by VSP (RED). While deciding the quantities of different items the supplier shall ensure that no shortfall of material takes place during the initial relining and running maintenance / repairs. In case of any shortfall of material(s), the same shall be supplied by the supplier free of cost to VSP Stores without any delay. After completion of the order if there is any leftover material, the same shall be considered as VSP property.
- 5.0.3 MANPOWER AND EQUIPEMENT:
- a) Supplier shall carry out the converter relining including installation of initial tap-hole refractory (initial sleeve & tap-hole blocks assembling and fixing it in the converter) & installation of combined blowing refractory supplied by them.
  - b) The relining device to be used for relining of converter is segment type. Supplier is required to shift the relining device from its storage area (at SMS-2) to the work spot, assemble there during relining, de-assemble after completion of relining job and then shift all parts of the device back to its storage area.
  - c) Pneumatic rammer with required length of IS quality air hose, brick cutting machine with brick cutting blade, mortar mixing machine and required accessories shall be arranged by the supplier.
  - d) Handling and shifting of Forklift, brick cutting machine, mortar mixing machine and refractory materials from 0.00 m level to the work spot & operation of relining device shall be done by the supplier.
  - e) Manpower required for operating Forklift, brick cutting machine & mortar mixing machine shall be arranged by the supplier.
  - f) Round the clock supervision during relining of the converter as well as during the campaign period of the Converter will be responsibility of the supplier.
  - g) The supplier has to clean and dispose-off the refractory debris & wooden packing materials, generated during relining activities (including loading, unloading & transportation of the same) to the designated place inside VSP.
  - h) After completion of relining, all the left over material, Fork Lift, brick cutting m/c etc. shall be brought down to ground level and left over material shall be stacked neatly at designated place.
  - i) Selective gunning shall be allowed for running maintenance of Converter. For that gunning machine with all accessories, gunning material and round the clock manpower with Supervisor shall be provided by supplier. However, supplier may use the shooter machine of VSP, if available.
  - j) The deputed group for gunning (along with Supervisor) shall also carry out tap-hole repair and patching in Converter on round the clock basis as per maintenance requirement. In case of Converter patching with bricks, crushing of bricks to the required fraction and loading of bricks is to be done by the supplier.
- 5.0.4 VSP will reserve the right to operate bottom blowing facilities in the Converter up to any life at its discretion. However, the supplier is required to ensure that combined blowing refractories supplied by them shall be fit for usage up to the end of Converter campaign.



- 5.0.5 Tap-hole sleeve (both initial sleeve and repair sleeve) are required to give 70 heats life. In case achieved life of sleeve is  $\leq 55$  heats for the reasons attributable to the supplier, even though supplier will be eligible for total payment as per contract based on achieved life, but a lump sum amount of Rs.20,000/- shall be deducted from the bills of the supplier for each of the sleeve which has achieved  $\leq 55$  heats life. However, no lump sum amount shall be deducted from the bills of supplier if a tap-hole sleeve (initial sleeve/repair sleeve) achieves  $\leq 55$  heats life due to reasons attributable to VSP, as mentioned below-
- a) tap-hole sleeve changed prematurely to utilise the converter idle time
  - b) tap-hole sleeve changed prematurely to get higher tapping time as per operational requirement
  - c) tap-hole sleeve changed prematurely due to planned maintenance
  - d) last repair sleeve of a campaign put down along with the converter, at  $\leq 55$  heats life
  - e) any unforeseen reason not attributable to the supplier.

#### **6.0 TAPHOLE REPAIR:**

Supplier shall carry out change / repair of tap hole as and when required .The details of activities are as follows:

- 6.0.1 Fixing/placement of the tap hole refractory sleeve in the Tap-hole box.
- 6.0.2 Gunning & filling of annular gap around the refractory tap-hole tube.
- 6.0.3 Supervision of tap-hole tube fixing and filling of refractory mass.

**7.0 END OF CAMPAIGN:** The decision of HOD (SMS-2) or his authorized representative will be final in deciding the end of campaign.

#### **8.0 ADHERENCE TO SAFETY RULES:**

- 8.0.1 Supplier has to fulfil all the rules laid down by Safety Engineering Department of VSP. For non-compliance of safety rules, penalty shall be levied as per the norms fixed by SED which is subject to changes from time to time. Supplier shall ensure that they will commence the relining activity including fixing of the initial tap-hole assembly after getting clearance from Engineer I/c or RED Shift I/c, once shut-down protocol/formalities are complied.

#### **9.0 SUBLETTING OF APPLICATION JOB:**

- 9.0.1 Supplier has to clearly indicate whether the application job is to be carried out by them directly OR through a sub- agency by sub-letting the work. The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Engineering Department of VSP which are subject to changes from time to time.
- 9.0.2 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, ensuring supervision during relining and during campaign period, carrying out running repairs, payment of wages to workers in case of failure to do so by the sub-agency etc. shall be with the supplier.

#### **10.0 PACKING:**

- 10.0.1 All the items shall be properly packed and palletized and it should be sea worthy. Maximum dimension of brick pallet should be 800mm x 1000mm x 600mm (Length X Breadth X Height) with fork groove on 1000mm side.
- 10.0.4 Each package of refractory shall have detailed packing list quoting specifically the name of the purchaser i.e., RINL-VSP, order no., item, quality, quantity etc.,
- 10.0.5 All the powder items are to be supplied in 25Kg. bags with proper stamping regarding item description, manufacturer's name & manufacturing date. Supplier has to dispose all the used plastic bags in the Miscellaneous Waste Yard maintained by Environment Management Dept. of VSP.

**11.0 INSPECTION OF MATERIAL:** Material is to be despatched under party's test and guarantee certificate.

**12.0 DELIVERY SCHEDULE:** Delivery schedule of ITT is indicative, which may be revised by VSP as per site

requirement. Before delivery of each set of refractories for LD Converter of SMS-2 supplier shall obtain clearance from VSP, which may or may not include monolithic components. In case clearance for monolithic component is not obtained along with the rest of the set, separate clearance shall be obtained for the delivery of the same, for ensuring that fresh monolithic material is available for usage both during initial lining and running repair.

**13.0 VSP'S SCOPE:**

- 13.0.1 The decision of HOD (SMS-2) or his authorized representative will be final in deciding the end of campaign.
- 13.0.2 Cooling, de-bricking of converter after the same is put down and subsequent cleaning.
- 13.0.3 Transportation of material (including loading & unloading) from VSP store to SMS-2 site at 0.00 metre level.
- 13.0.4 Repair materials will not be transported from Stores along with the set. Those will be transported as per requirement on day to day basis. All the repair materials will be unloaded at +9.0 meter level.
- 13.0.5 Providing services like water, electricity, illumination at the converter platform & inside the converter, compressed air, Oxygen, cranes with operator, forklift & hydra with fuel & lubricant at free of cost as per existing facilities.
- 13.0.6 To provide available shooter machine for gunning free of cost.
- 13.0.7 To comply with shut down protocol/formalities & providing clearance for commencement of the relining activity including fixing of the initial tap-hole assembly.
- 13.0.8 The details of activities with respect to initial tap-hole fixing & subsequent tap hole repairing / changing which comes under VSP scope are as follows:
  - a) Welding of tap-hole pipe with the mother plate for fixing of initial tap-hole sleeve.
  - b) Bolting of tap-hole assembly with flange plate.
  - c) Locking of tap-hole assembly with dummy plate after completion of tap-hole blocks fixing.
  - d) Decision of VSP regarding tap-hole change/repair shall be final.
  - e) Drilling & clearing of worn-out tap-hole sleeve/refractory (including lancing if required).
  - f) Welding if any shall be carried out by VSP.
  - g) To provide Hydra/Fork Lift and tap-hole drilling machine along with operator for placement of tap hole assembly.
  - h) Supply of tuyre pipes (mechanical elements) & fixing of the same during refractory relining of converter.
  - i) Repair & maintenance of relining device.
- 13.0.9 For patching of Converter, patching bricks may be provided by VSP at free of cost subject to availability. As per requirement the same shall be transported (including loading and unloading) by VSP to the designated place in SMS-2 Converter shop floor.

**14.0 QUOTATION OF APPLICATION CHARGES:**

Supplier shall indicate application charges as a lump sum amount.

**15.0 GENERAL INFORMATION:**

- 15.0.1 Supplier/Manufacturer may visit the SMS-2 Converter Shop for better understanding about the operating parameters and shop practices before participating in the tender.
- 15.0.2 Engineer-In-charge: AGM (RED).
- 15.0.3 HOD (RED) will be the bill certifying authority.

**16.0 Tenderers to note the following for compliance,**

Please refer the definition of the 'Heat cost'. Accordingly tenderers are requested to quote Freight separately in the price bid given.

**17.0 Performance Clause: Guarantee Life : 2500 Heats.**

**18.0 Bonus/Penalty Clause: REFER SCOPE OF WORK.**

**19.0**    **INSPECTION TYPE:** Not Required

**20.0**    **REFRACTORIES FOR LD CONVERTER OF SMS-II:**

REFRACTORY, MAGNESIA BASED

MAIN CONSTITUENTS            : MAGNESIA CARBON BASED

PROCUREMENT MODE           : ON SUPPLY CUM APPLICATION

PERFORMANCE GUARANTEE      : 2500 HEATS

REFRACTORIES FOR LD CONVERTER OF SMS-2 AS PER ENCLOSED SCOPE OF WORK.

DRAWINGS:

PD-RED-00087-01, REV-1

PD-RED-00087-02, REV-0

PD-RED-00087-04, REV-0

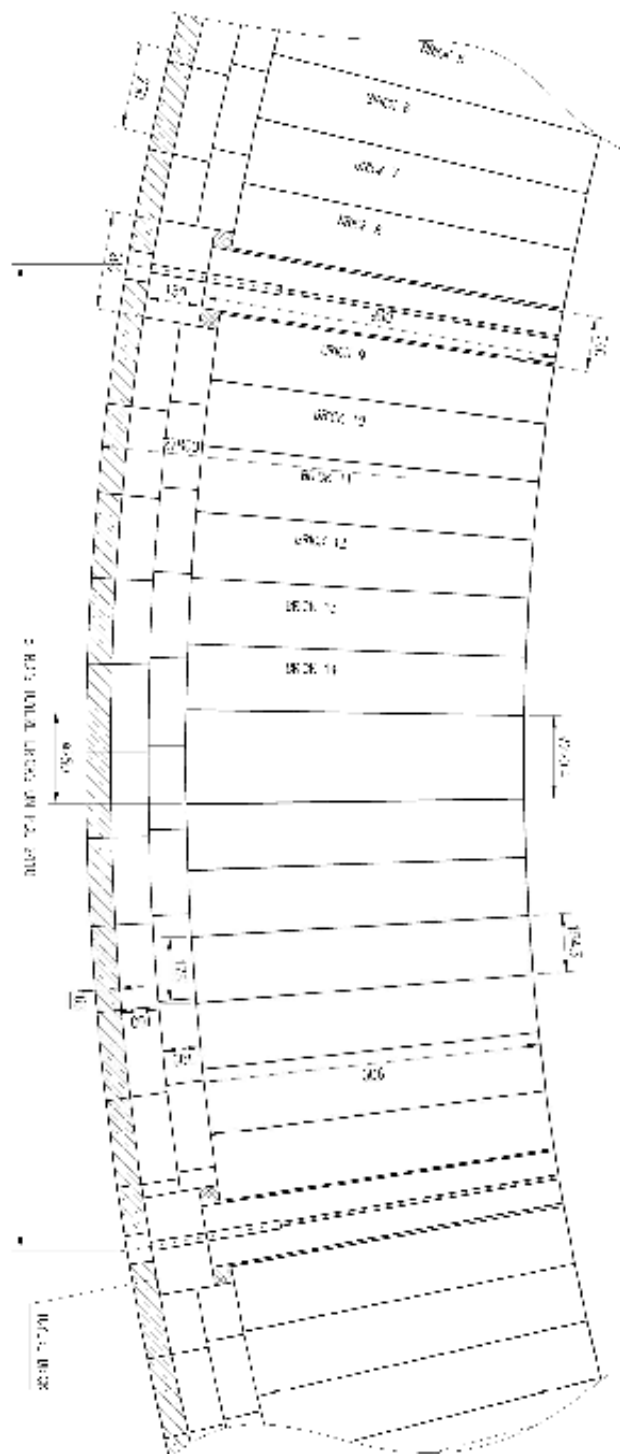
PD-RED-00087-05, REV-0

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(Signature of the Tenderer with Seal)

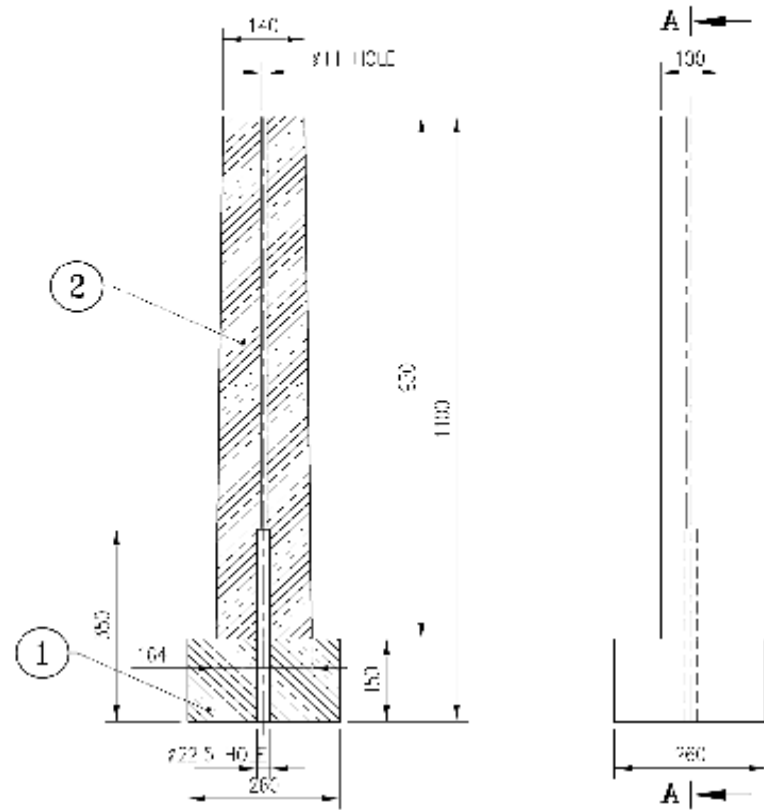


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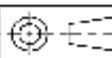


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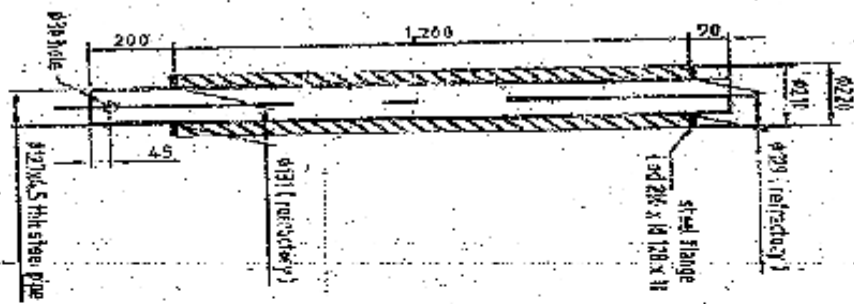
<b>VISAKHAPATNAM STEEL PLANT</b> PLANT DESIGN PROJECT NO. 540/2 EDITION: 2000-01		<b>FLYASH BRICK ARRANGEMENT</b>	
DRAWN BY: <b>AS</b> CHECKED BY: <b>AS</b> DATE: <b>2000-01-01</b> SCALE: <b>1:100</b> SHEET NO. <b>1</b> OF <b>1</b>		PROJECT NO. <b>540/2</b> EDITION: <b>2000-01</b>	



SECTION-AA

2	BLOCK 950X184/140X100	---	--	-	---	---
1	BLOCK 260X260X150	---	--	-	---	---
PART No.	DESCRIPTION	DRG. No./ SPECN.	MATRM SPECN.	QTY.	UNIT WEIGHT (kg.)	TOTAL REMARKS/ CATALOGUE No.
ALL DIMENSIONS ARE IN mm TOL. AS PER IS 1502 AND IS 1503 SURF. FINISH IN BRICKS IS M 4		<div> <b>VISAKHAPATNAM STEEL PLANT</b> <b>PLANT DESIGN</b></div>				
				UNIT/SECTION: SMS(2)		
				REMARKS: CONVERTER		
				<b>MODIFIED TUYERE BRICK-SMS(2) CONVERTER</b>		
DATE	2008	DESIGN	DATE	2008	SIGNATURE	
REVISION		DATE		REF. DRG. No.		
JOB No.		DATE	C.S.SATHA			
SCALE: 1:10		2008/2012	A.P. Rao			
TOTAL wt. (kg)	---	A4	PD-RED-00087			
			3			

(SHEET 1 OF 3)



THIRDS

## PLANT DESIGN

### 3.2 IN THE AREA

TAP HOLE ASSEMBLY OF  
SMB-2 LD CONVERTOR

[illegible]

**ANNEXURE -III OF GLOBAL TENDER DOCUMENT  
ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL**

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

Dear Sir,

Sub: Your Tender Notice No Pur 8.67.0024/0041 dtd. 19.12.2018.  
-----

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

Yours faithfully  
(NAME)

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

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



**ANNEXURE-IV OF GLOBAL TENDER DOCUMENT  
ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**DECLARATION REGARDING INDIAN AGENT**

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

Dear Sir,

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

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

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

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees by converting it in Indian Rupees considering the lower of the rate of exchange of 'M' rate prevailing **(i)** one day before the scheduled date of reverse e-auction (or) **(ii)** as on the date of opening of Sealed Price Bids (or) **(iii)** the Closing Bid Rate as per Reuters as on the previous working day of Bill of Lading (B/L) Date and it shall not be subject to any further exchange variation.
3. In the event of an Agreement materialising, the terms of payment shall provide for payment of the net value of the materials delivered in each consignment, after deduction of the amount of commission / remuneration, if any, payable to Indian agent, which shall, under normal circumstances, be released to the concerned Indian Agent on the basis of net invoice weight, 90 (ninety) days after acceptance of last consignment at VSP after effecting deductions, if any.

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

**ANNEXURE-V OF GLOBAL TENDER DOCUMENT  
ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**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 ITT No.Pur.8.67.0024/0041 dtd.19.12.2018

2) Our Offer No.

1. With reference to your Tender Notice No. Pur.8.67.0024/0041 dtd.19.12.2018 for supply and application of Refractories for LD Converter of SMS-II, 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 GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**STATEMENT OF DEVIATIONS**

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

.....  
Signature and Seal of the Tenderer

**ANNEXURE-VI OF GLOBAL TENDER DOCUMENT  
ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

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

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

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

To

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

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

**LETTER OF GUARANTEE**

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Global Tender No. .... Dated..... (hereinafter referred to as the said Invitation to Tender) for 08 Sets of "Supply & Application of Refractories for LD Converter of SMS-II"

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for an amount of USD ..... (US Dollars ..... only) / / INR ..... (INR ..... only) valid upto 150 days from the date of opening of tenders as guarantee that the Tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 days from the date of opening of tenders.
- b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% (five percent) of the Landed cost (for Indigenous) Or CFR Cost (for Imported) at the price and on the terms accepted by RINL, before date of commencement of supplies or within 30 (Thirty) days from the date of the LOI/Acceptance to Tender / Purchase Order.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender on the basis of [\*\*] FOR VSP Stores/ FOB named port of loading/ C&F Visakhapatnam.

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

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 150 days from the date of opening the tenders and also undertakes that the claims if

any, against this Bank Guarantee shall be enforceable at the counters of our branch at Visakhapatnam situated at .....(Address of local branch at Visakhapatnam).

For and on behalf of \_\_\_\_\_  
(Name of the Bank)

Signature  
Name ( )

Duly constituted attorney and authorised signatory

Designation :

Name and Address :  
of the Bank

\*\* - As applicable.

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

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE-VI (A) OF GLOBAL TENDER DOCUMENT  
(GLOBAL TENDER NO. PUR.8.67.0024/0041 Dt.19.12.2018)**

**CHECK LIST FOR BANK GUARANTEES**

**Name of the party submitting BG:**

**Party Code:**

**Tender No:**

**Name of the Bank issuing BG:**

**Branch issuing the BG:**

**BG No.:**

**BG Date:**

**BG Value:**

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

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

Signature of the Tenderer

Date: .....

**ANNEXURE-VII OF GLOBAL TENDER DOCUMENT  
ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

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

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

**ANNEXURE-VIII OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

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

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

.....  
Signature and Seal of the Tenderer



**ANNEXURE-IX OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**DRAFT TERMS AND CONDITIONS OF ORDER FOR SUPPLY AND APPLICATION OF**  
**REFRACTORIES FOR LD CONVERTER OF SMS-II**

**1.0 DEFINITIONS:**

- 1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The SUPPLIER shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.
- 1.3 The Order shall mean and include Invitation to Tender (ITT), Purchase Order (PO) or Acceptance of Tender (A/T) and amendments to PO or A/T thereof issued by the Purchaser in writing.
- 1.4 The MATERIAL shall mean all or any of the materials to be supplied as mentioned in the Acceptance of Tender.
- 1.5 The Delivery shall mean delivery of the materials acceptable to the Purchaser as per the Acceptance of Tender. In case a tenderer quotes part qty of set on FOB/CFR basis and a part qty of set on FOR VSP Stores basis, the date indicated in the A/T will be the end date by which supplier is required to deliver total qty required for set(s) i.e., both import and indigenous parts of set(s) at VSP Stores.
- 1.6 The Contract Price shall mean the sum accepted by the Purchaser or the sum calculated in accordance with the prices accepted by the Purchaser as in the Acceptance of Tender.
- 1.7 In case of indigenous supplies, Load port shall mean Loading Point at Supplier's end and Disport shall mean Unloading Point at Purchaser's end.

**2.0 QUANTITY:**

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

**3.0 PRICES:**

- 3.1 **For Imported supplies**, the prices FOB Named Port of Loading (MATERIAL in bags and stuffed into containers) and CFR Visakhapatnam Port, India per Set basis shall be as indicated in the Acceptance of Tender. PURCHASER reserves the right at its sole discretion to exercise the option of FOB/CFR while giving clearance for each lot of shipment and no change in freight quoted, whatsoever, shall be allowed. In case of order on Import source, the payment shall not exceed the LNIP so arrived in INR
- 3.2 **For Indigenous supplies**, the prices per Set FOR VSP Stores, shall be as indicated in the Acceptance of Tender. The payment shall not exceed the LNIP so arrived in INR.
- 3.3 Prices shall be firm and fixed for the entire period of the SUPPLIER's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account. In case of order, the payment shall not exceed LNIP so arrived in INR.

#### 4.0 INDIAN AGENT'S COMMISSION:

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

#### 5.0 DELIVERY:

- 5.1 The MATERIAL shall be delivered at VSP Stores as per the schedule mentioned in the A/T. The Purchaser reserves the right to alter the delivery requirement according to stock position as mentioned at Cl.No.7.0 of **Annexure-I** of Global tender document.
- 5.2 The period of delivery is the essence of the A/T. The date of Bill of Lading shall be the date of delivery in respect of each consignment. **In case of indigenous supplies**, the date of receipt of material at PURCHASER's stores shall be the date of delivery in respect of each consignment.
- 5.3 For any delay in clearance at the port of destination on account of non-supply of shipping documents (Original Clear Lorry Receipt, **in case of indigenous supplies**) in time and /or due to faulty documents, the SUPPLIER would be held responsible for any demurrage, port /siding /store rent etc, which the PURCHASER may become liable to pay to the Authorities at the Discharge Port in India (Demurrages, Punitive Charges etc, payable to Transporter, **in case of indigenous supplies**).

#### 6.0 SHIPPING PROCEDURE:

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

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

#### 7.0 CONDITIONS FOR SHIPMENT:

- 7.1 The MATERIALS shall always be shipped UNDER DECK only. Under no circumstances, shipment "On Deck" will be permitted or accepted.
- 7.2 In case shipment on FOB terms is decided every shipment against this A/T must be made under Bill (s) of Lading marked "Freight to Pay" providing for discharge on Liner Terms on Quay / Wharf / Berth at the port of discharge, free of risk and expense to the Purchaser. The date of the Bill of Lading shall be treated as the date of Shipment.

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

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

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

8.0 **PACKING & MARKING:**

8.1 **Packing:** The SUPPLIER shall include and provide for securely protecting and sea worthy packing the material in accordance with best established practices so as to protect the contents from damage during transit from point of production until after arrival at PURCHASER's site under conditions which may involve multiple handling, transport by ship, rail and road, storage, exposure, to heat moisture rain etc. Wherever considered necessary, the PURCHASER or his representative may check the packing before despatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the SUPPLIER shall carry out the same free of charge. All packing shall allow for removal and checking at site.

8.2 **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 : Rashtriya Ispat Nigam Ltd.

Consignee

Visakhapatnam Steel Plant,  
Visakhapatnam 530 031  
Andhra Pradesh, INDIA.

- |    |                             |   |
|----|-----------------------------|---|
| b) | Name of the Supplier        | : |
| c) | Order No.                   | : |
| d) | Description                 | : |
| e) | Quantity                    | : |
| f) | Package number              | : |
| g) | Gross and net weights       | : |
| h) | Port of loading & unloading | : |

#### 10.0 **Packing Lists:**

- 10.1 Each package shall have a detailed packing list quoting specifically the name of the SUPPLIER, number and date of the order, the name of the PURCHASER and the description of the stores and the quantity contained in the package. Duplicate copy of the packing list shall be put in a water proof envelope and fastened securely to the outside of the package.
- 10.2 Notwithstanding anything stated in this Article, the SUPPLIER shall be entirely responsible for loss, damage or depreciation to the materials occasioned by faulty, defective or insecure packing or due to improper or insufficient protective measures.

#### 11.0 **TEST CUM GUARANTEE CERTIFICATE:**

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

#### 12.0 **PERFORMANCE GUARANTEE BOND:**

- 12.1 The SUPPLIER should submit the Performance Guarantee bond. The PBG is to be sent by Issuing bank directly so as to be received in the office of Asst. General Manager (MM-Purchase), RINL/VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOI / Acceptance to Tender, whichever is earlier. The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma at **ANNEXURE-X** of the Global tender document, for an amount covering 5% (Five percent) of Landed cost of the order (for Indigenous) Or CFR Cost (for Imported) of the order covered by the LOI / Acceptance to Tender. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the SUPPLIER is required to submit the duly filled in check list for BG along with the BG. The check list format is given at **Cl.No.12.6 below**.
- 12.2 The Performance Guarantee Bond should be established in favour of PURCHASER through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued by any scheduled bank (other than nationalized bank), bond is to be issued by their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.
- 12.3 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the SUPPLIER and the PURCHASER under the terms & conditions of Acceptance to Tender.
- 12.4 The SUPPLIER is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.

- 12.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 90 days from the date of certification of Indentor after end of campaign of the total material supplied.
- 12.6 The following checklist shall also be submitted, while submitting PG Bond:

**CHECK LIST FOR BANK GUARANTEES**

Name of the party submitting BG:

Party Code:

Job Code / AT No/ LOI No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No.:

BG Date:

BG Value:

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

- 12.7 Performance Guarantee Bond shall be released within 60 days from the date of certification of Indentor after end of campaign of the total material supplied, subject to clearance from user department, under the Acceptance of Tender.

**13.0 INSURANCE:**

- 13.1 **In case of imports**, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER. In case of indigenous supplies, Insurance is the responsibility of the SUPPLIER.
- 13.2 For the purpose of insurance, the SUPPLIER shall within two working days from the date of Bill of Lading intimate the following to the PURCHASER by Fax (Fax: 0891- 2518753) and M/s. The New India Assurance Co Ltd., Divisional Office III, Door No.30-15-35A, II Floor, Dabagardens, Visakhapatnam – 530 020. Telephone No.0891-2517737, 2591977, Fax No. 0891-2517781, E-Mail: divisionalmanager@yahoo.com, Dealing Officer: Dr. P Manmadha Rao, Divisional manager (Insurance Company).

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

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

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

14.0 **Dispatch:** Material is to be dispatched under party's test and guarantee certificate.

15.0 **INSPECTION TYPE:** Not required.

16.0 **LIQUIDATED DAMAGES:**

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

17.0 **DEFAULT:**

17.1 Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SUPPLIER in every way. In such a case, the SUPPLIER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SUPPLIER's default. This Clause is however subject to Force Majeure **Cl.No.27.0 herein below.**

18.0 **RISK PURCHASE:**

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

19.0 **RECOVERY OF SUMS DUE:**

19.1 Whenever under this Order any sum of money is recoverable from and payable by the SUPPLIER, the PURCHASER shall be entitled to deduct such sum from any amount then

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

## **20.0 RESPONSIBILITY:**

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

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

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

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

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

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

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

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

## **22.0 CLEARANCES:**

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

## **23.0 TAXES AND DUTIES:**

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

23.2 In case of indigenous supplies, the applicable taxes, duties and levies shall be indicated in the order. The prices shall remain firm and fixed during the period of the contract. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender.

Any new taxes and duties and any changes in taxes and duties beyond the original contractual delivery period shall be borne by the SUPPLIER. In case of supply of Goods or Services on which, RINL/VSP is eligible to avail GST Input Tax Credit, the tenderer registered under GST shall submit GST Invoice to enable RINL/VSP to avail the Input Tax Credit.

**24.0 IMPORT LICENSE:**

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

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

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

**26.0 WAIVER:**

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

**27.0 FORCE MAJEURE:**

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

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

**28.0 ARBITRATION:**

28.1 All disputes arising in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris (Indian Council of Arbitration in case the Supplier is an Indian Company / Firm) by one or more arbitrators appointed in accordance with the said Rules and the Award made in pursuance thereof shall



be binding on the parties. The Arbitrator(s) shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India.

**29.0 LEGAL INTERPRETATIONS:**

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

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

**30.0 LIABILITY OF GOVERNMENT OF INDIA:**

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

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**ANNEXURE - X OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**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 SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No.\_\_\_\_\_  
Dated\_\_\_\_\_(hereinafter called the said A/T) for the supply and application of\_\_\_\_\_(\_\_\_\_\_) Sets of Refractories for LD Converter of SMS-II (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, \_\_\_\_\_ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of L/R of the last consignment of the MATERIALS under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the SELLER, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, \_\_\_\_\_ (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, \_\_\_\_\_ (name of bank & branch), 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 A/T or to extend the time of performance of the said A/T by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the SELLER and to forbear or to enforce any of the terms and conditions relating to the said A/T and We, \_\_\_\_\_ (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the SELLER or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

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

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

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

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

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

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE-XI OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**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 --> 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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**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	<b>Rs.3,000/-</b>	<b>Rs.5,000/-</b>
		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>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>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 / Shelter / Canopy.		
		8.Cables used having many joints.		
		9.Earthing not provided on Electrical equipments.		
		10.ELCB not installed.		
	<b>D. Material</b>	1.Use of damaged slings / tools / ropes.		

II	<b>Handling</b>	2.Fitness certificate of cranes / hydras / heavy vehicles not available.	<b>Rs.3,000/-</b>	<b>Rs.5,000/-</b>
		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.		

II		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.		
II	I.Permits	20.Marching of hydra without signal man & red flags.	Rs.3,000/-	Rs.5,000/-
		21.Using trucks for transportation of persons.		
		1.Working without work permit / shut down		
		2.Not putting red flags / stopper.		
		3.Dismantling of structure without authorized plan.		
		4.Unauthorized oxygen tapping.		
		5.Working on VSP installations without permission.		
		6.Critical / heavy erection of structures without authorized plan		
	J.General	1.Not having proper gate passes / other area passes.		
		2.Not reporting of accident.		
		3.Hand grinders / mixer machines without guard.		
		4.Make-shift arrangement for job execution.		
		5.Engaging workers without safety training.		
		6.Using of defective tools.		
		7.Unauthorized operation of equipment.		
II	K. Statutory Records	1.Safe Working Load(SWL) Certificates of lifting machines / equipments not valid /not available / details not displayed on the equipment.		
		2.Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.		





		<b>Min. Rs.1 lakh and Maxi.Rs.5 lakhs or banning of business dealing or both.</b>	<b>min. Rs.5 lakhs and maxi. Rs.10 lakhs or banning of business dealing or both.</b>
	<p><b>Note:</b></p> <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>		

(Signature of the Tenderer with seal)

**ANNEXURE-XIII OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**INCOME TAX DECLARATION**

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

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

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

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Dear Sirs,

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

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

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

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

Yours faithfully,

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

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

**ANNEXURE-XIII OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**Form No. 10F**

**[See sub-rule (1) of rule 21AB]**

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I \_\_\_\_\_ \*son / daughter of Shri \_\_\_\_\_ in the capacity of \_\_\_\_\_ (designation) do provide the following information, relevant to the previous year \_\_\_\_\_, \*in my case/in the case of \_\_\_\_\_ for the purposes of sub-section (5) of \*section 90/section 90A : -

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

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

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Permanent Account Number: \_\_\_\_\_

**Verification**

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

Verified today the \_\_\_\_\_ day of \_\_\_\_\_.

Place: \_\_\_\_\_

Signature of the person providing the  
information

**Notes :**

1. \* Delete whichever is not applicable.

2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section(4) of section 90A."

**ANNEXURE-XIV OF GLOBAL TENDER DOCUMENT**  
**ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

**UNDERTAKING FROM THE SUPPLIER FOR PAYMENT TOWARDS SUPPLY**

To

AGM (F&A),  
Purchase Bills-1, F&A Department,  
2nd Floor, 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**

**VOLOUME II TO ITT NO. 8.67.0024/0041 DATED: 19.12.2018**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Price Schedule for Refractories for LD Converter of SMS-II**  
**(In case of Imported Supplies)**

Material No. 3801813: Refractories for LD Converter of SMS-II on Supply and application basis

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

.....  
Signature and Seal of the Tenderer

**P.S. a)** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating percentage of tax. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

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

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

**Price Schedule for Refractories for LD Converter of SMS-II**  
**(In case of Indigenous Supplies)**

Material No. 3801813: Refractories for LD Converter of SMS-II on Supply and application basis

In figures as well as words (In Rupees)

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

- (\*) In view of the definition of Heat Cost for Payment indicated at **Clause 3.0 of ANNEXURE-II** of Global Tender Document, the Tenderers shall have to indicate the Freight component separately and offers with Freight inclusive/NIL/NA is not acceptable and is liable for rejection **(VITAL)**.

.....  
**Signature and Seal of the Tenderer**

**P.S. a)** In the Techno commercial bid, the tenderer shall enclose the blank format of price bid except indicating the percentage of tax. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

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

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

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