

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

**VOLUME - I TO RFx/ ITT NO.PUR 2100015066 dated: 23.10.2021**

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

Messers: \_\_\_\_\_  
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(Signature and seal of the Tenderer)

**OPEN TENDER**

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

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

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**OPEN TENDER NOTIFICATION**

**RFx / ITT No.Pur. 2100015066 dated: 23.10.2021**

Tenders are invited Supply and Application of “Refractories for Steel Ladle for SMS-I”

Last date & time for receipt of Tenders : **19.11.2021 by 10: 30 HRS (IST)**

**Price Bids to be submitted electronically through VSP's SRM portal:**

**<https://srm.vizagsteel.com/> before the due date & time mentioned above**

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.**

**- Executive Director (MM)**

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

**OPEN TENDER FOR “SUPPLY AND APPLICATION OF REFRACTORIES FOR STEEL LADLE  
FOR SMS-I”**

**RFx/ ITT No.Pur.2100015066 dated: 23.10.2021**

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Main Administrative Building  
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Visakhapatnam-530 031  
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**NOTICE TO RFx/ INVITATION TO TENDER NO.PUR.2100015066DATED: 23.10.2021  
FOR “SUPPLY AND APPLICATION OF REFRACTORIES FOR STEEL LADLE FOR SMS-I”**

**(OPEN TENDER FOR PARTICIPATION OF DOMESTIC VENDORS)**

- 1.0 Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) invites bids for **Supply and Application of Refractories for Steel Ladle for SMS-I** in conformity with the Specifications/Scope of Work given in **ANNEXURE – II** of Open Tender Document.
- 2.0 RINL, VSP intends to purchase quantity of **35 Sets** of Refractories for Steel Ladle for SMS-I.
- 3.0 Tenders will be accepted upto 10:30 Hours (IST) on **19.11.2021**. Techno-Commercial part of the Tender (**PART-A**) will be opened immediately thereafter in the presence of the Tenderers (or) their authorised representatives, who may choose to be present. E-RFX Response submitted online through VSP’s SRM portal shall also be opened in SAP-SRM on the same day of opening of physical Techno-Commercial Bids. The date of opening of E-price Bids / Price RFX responses of the Tenderers who have been Techno-Commercially found acceptable shall be informed later.
- 4.0 The Techno-Commercial part of the offer should be submitted in sealed envelope clearly superscribing “Tender for supply and application of Refractories for Steel Ladle for SMS-I” against Tender No **2100015066 dated: 23.10.2021 due on 19.11.2021** 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 Security Declaration**" is submitted as per the stipulated format enclosed to **this Bid document**. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration
- 7.0 The successful tenderer has to execute a Performance Guarantee Bond in the form of a Bank Guarantee for 3% of the order value on Landed cost basis to be received at RINL before commencement of supplies or 30 days from date of LOA or Acceptance to Tender whichever is earlier (Please refer **Cl.No.6.0 of ANNEXURE-IX** of Open 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 is employing SAP-SRM (Version 7.13) for electronic Tendering and Auction. E-RFX Response, inter alia, containing E-Price Bid to be submitted electronically through VSP’s SAP-SRM portal <https://srm.vizagsteel.com/>. Detailed step by step instructions are available in our portal. All registered vendors of RINL should use their User ID (their SAP Vendor code) and Password for participating in RINL E-Tenders. If any new Bidder who wish to participate is not registered with RINL or not having User ID & Password can obtain the same by clicking on “New Vendor? Initial Registration” available in the home page of our SRM portal, by providing requisite details, well before the due date (i.e. deadline for submission of e-RFX Response).
- 8.2 RINL-VSP shall be conducting SRM Live Auction (Reverse E-Auction) in SAP-SRM platform. Only such tenderers whose offers are Techno-Commercially accepted shall be permitted to

participate in Reverse e-Auction. All technically and commercially acceptable bidders would be required to participate in the Live Auction through VSP's SRM portal <https://srm.vizagsteel.com/> with the same User ID and Password. User manual for participation in e-auction is available in our portal mentioned above. RINL shall conduct the SRM Live Auction with '**Auto Start Price**'. In case of 'Auto Start Price', Lowest LNIP of Sealed e-bids/ E-Price Bid of all the TA & CA bidders shall be the Start price in e-auction.

- 8.3 In the e-auction, the bidders would be required to bid prices only on LNIP (Landed Net of Input Tax Credit Price) basis. Modalities of evaluation of Landed Net of Input Tax Credit Price (LNIP) is given at **Cl.No. 9.0 of ANNEXURE-I** of Open 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 'Auction participation', 'Contact us', 'Legal Disclaimer', etc. Always check your system for proper settings, with mock auction before actual auction is started. 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.
- 8.4 **Based on the prices so received through reverse e auction and the e-RFx Response Prices (Sealed e-bid/ E-Price Bid submitted along with the Techno-Commercial offer), a Composite Comparative Statement shall be made considering the lower of the prices (i.e., E-Price Bid and reverse e-Auction prices) of all the TA & CA Tenderers. Placement of order shall be considered on the L1 price (LNIP) so arrived.**
- 8.5 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 to be charged by the Registered Taxable Tenderer as applicable, shall be added to the the Landed Cost for evaluation purpose instead of LNIP.
- 8.6 **Nature of Contract** : The Tenderer shall decide whether the Contract is to be treated as '**Composite Supply basis**' (or) '**Mixed Supply basis**' and indicate the same in their Offer.
- 8.6.1 In case the Contract is treated as **Composite Supply**, the % of GST applicable for the predominant item shall be applicable for all the Items of BOM for evaluation and the Tenderer shall identify the predominant item in the BOM and indicate the same in the Offer.
- 8.6.2 In case the Contract is to be treated as **Mixed Supply**, the highest % of GST applicable for any of the item in the BOM shall be applicable for all the Items of BOM and the Tenderer shall indicate the same in the Offer.
- 9.0 **Number of Sources**: The tendered quantity shall be taken from **Three** Techno-commercially acceptable tenderers in the ratio of 2/4:1/4: 1/4 (i.e., 130 Sets: 65 Sets: 65` Sets) subject to matching of the Lowest Price of **the Technically and Commercially Acceptable Tenderers** on Landed Net of Input Tax Credit Price (LNIP) basis against this Tender. RINL/VSP reserves the right to place order on single / multiple sources.
- 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 **Notwithstanding 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 as per Clause 16.0 of **Annexure -I** of tender document and subject to submission of documents as stipulated therein.
- 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)

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**ANNEXURE-I OF OPEN TENDER DOCUMENT**  
**RFx / ITT NO.PUR.2100015066DATED: 23.10.2021**

**INSTRUCTIONS TO TENDERERS**

1.0 **ELIGIBILITY CRITERIA:** Supplier/Manufacturer with following criteria are eligible to participate in the tender-

1.1. Registered vendors (Supplier/Manufacturer) of VSP who are enlisted under the Subgroup 67036 for Steel Teeming Ladle refractories shall have minimum 20% domestic value addition (Class-I or Class-II local supplier as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI) and shall submit declaration as per Format at **Annexure-XIII** in the Techno-Commercial bid.

Further, Bidder (Tenderer/ Registered vendors) from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. **Refer Annexure-XV** of Open Tender for complete details in this regard. Bidder shall submit the self-declaration as per format at **Annexure-XVA** of Open Tender inter alia that the bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

OR

1.2. Supplier/Manufacturer of Refractories shall have minimum 20% domestic value addition and shall submit declaration as per Format at **Annexure-XIII** in the Techno-Commercial bid.

Further, Bidder (Tenderer) from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. **Refer Annexure-XV** of Open Tender for complete details in this regard. Bidder shall submit the self-declaration as per format at **Annexure-XVA** of Open Tender inter alia that the bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

1.2.1. Supplier/Manufacturer who have credential of executing at least one order of 'set of refractories for steel ladle' within last 5 years from RFx date (i.e ITT date) in any steel plant which meets the following criteria-

i. The order quantity should be minimum 20 Set of Refractories for Steel Ladle of minimum 130T capacity against a single Purchase Order (PO).

ii. Quality of working lining bricks in the referred PO should be Mag-Carbon (MgO-C) or combination of Mag-Carbon (MgO-C) & Alumina-Mag-Carbon (AMC).

iii. Average life achieved by any 16 set of refractories for steel ladle of the referred PO should be minimum 90 heats.

iv. The referred order will be considered as within last 5 years, if- 'the PO date/amended PO date of the referred order is within last 5 years from RFx date (i.e ITT date)' OR 'the delivery date/amended delivery date of full/part quantity of last set of the referred order is within last 5 years from RFx date (i.e ITT date)'.

v. If the delivery date/amended delivery date of full/part quantity of last set of the referred order is not within last 5 years from RFx date (i.e ITT date), then such order will not be considered as credential against eligibility, even though the set(s) are put into use within last 5 years from RFx date (i.e ITT date).

1.3. **Supplier/Manufacturer are required to furnish following documents along with their offer in support of their eligibility-**

1.3.1. Copy of Purchase Order (contain PO No., PO date, Delivery date) and subsequent amendments (containing Amendment number & date, Amended Delivery date), if any, issued by their customer. All the pages of the PO copy and amendment copy furnished by the supplier should be self-attested by them with clear mention of name and designation of the signatory and name

of the organization. If only amendment copies are furnished without the original PO copy, then same shall not be adequate as proof of their credential.

1.3.2. In case copy the PO and amendment (if any) furnished, are in any language other than English, then along with the copy of original PO and amendment (if any) an English translated version of the same need to be furnished. The English translated version of the PO copy and amendment copies (if any) should contain details like PO No., PO Date, Item Description, Delivery date, Amended Delivery date and should be self-attested on all the pages by the supplier with clear mention of name and designation of the signatory and name of the organization.

1.3.3. Copy of Performance Certificates/Reports of Steel Ladle Set issued by their customer (bearing name & designation of the issuing / certifying authority), with clear mention of reference PO No & PO date (of the order for which PO copy was furnished against Cl. No.1.3.1) and life achieved (in no. of heats). In this regard, performance certificates of the 16 Steel Ladle Sets of the referred PO (which were counted to qualify Cl. No.1.2.1(iii) of the eligibility criteria) will be sufficient and the party have to indicate about these 16 Steel Ladle Sets in the 'Summary Sheet' provided at Cl. No.1.3.4. Copy of the Performance Certificates should be self-attested by the supplier with clear mention of name and designation of the signatory and name of the organization.

In case the Performance Certificates are in any language other than English, then along with the copy of original performance certificates an English translated version of the same needs to be furnished. The English translated version of the performance certificates should contain reference PO No., PO date, life achieved (in no. of heats) and should be self-attested on all the pages by the supplier with clear mention of name and designation of the signatory and name of the organization.

1.3.4. In addition, the supplier/manufacturer need to furnish a 'Summary Sheet' of their credentials in the following format:

Sl. No	Name of the Customer where Steel Ladle Refractory sets were ordered	Steel Ladle capacity	Quality of working lining bricks	PO No. & PO date	No. of sets ordered	Delivery date/ Amended Delivery date of Last Set	Whether copy of PO & Amendments (if any) are submitted along with the offer [Yes/No]	Whether Performance Certificate of 16 Steel Ladle Set of the referred PO are submitted along with the Offer [Yes/No]	Steel Ladle Set No	Campaign Start Dt.	Campaign End Dt.	Life Achieved (in no. of heats)
01												
...	-----Add rows as per requirement-----											
16												
Average Life achieved by the above sixteen (16) Steel Ladle Refractories Set of the referred PO												

1.3.5. Supplier shall ensure that there is no mismatch between the details indicated in the above 'Summary Sheet' and the credential documents furnished by them. Evaluation shall be done only on the basis of PO copy & performance certificates pertaining to the reference PO furnished along with their offer. Any additional performance certificates/reports of different orders (i.e. other than the referred PO) shall not be considered for evaluation. During technical evaluation, if the supplier furnishes a new set PO copy & performance certificates (which are different from the PO referred in their initial offer) against any clarification if asked, the same shall not be considered for evaluation purpose.

1.4. Registered vendors of VSP enlisted under the Subgroup-67036 need not furnish any credential documents as sought against eligibility at para 1.2 & 1.3 above. However, the said Registered vendors shall meet the eligibility criterion as per clause 1.1 above and submit declarations as per Format at **Annexure-XIII & Annexure XVA** in the Techno-Commercial bid.

1.5. 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 (after placement of Order(if any)) for supplying the material from different Works.

1.6. 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 Open Tender Document and this should be submitted along with **Part-A** of Tender Documents i.e., Techno-Commercial Bid.

- 1.7. 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.
- 1.8. 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 TENDER REFERENCE as the case may be, along with the tender.
  - (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.

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

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

- 3.1 RINL/VSP requires Refractories for Steel Ladle for SMS-I on Supply & Application basis as per the Technical Specifications/ Scope of Work mentioned in **ANNEXURE-II** of Open Tender Document.
- 3.2 Specifications offered in a manner superior to those desired by RINL/VSP will not receive any extra credit / weightage.
- 3.3 In the event of an order materializing, the supplies should be as per the specifications Guaranteed by the Bidder and included in the Acceptance to Tender.

4.0 **QUANTITY:** The PURCHASER intends to purchase 35 sets of Refractories for Steel Ladle for SMS-I conforming to Technical Specifications/Scope of Work as at **ANNEXURE-II** of Open 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., 25 Sets: 12 Sets). RINL/VSP reserves the right to place order on single / multiple sources.

6.0 **QUOTING OF PRICES:**

6.1. The price of the Material offered (Basic price & Freight for Supply and Application charges) should be quoted in Indian Rupees on per Set basis. The price should be quoted for FOR VSP Stores, Visakhapatnam.

The Basic price exclusive of GST for Supply item shall be quoted in the SRM portal **against line item "3802383 (REFMAGNASIA,STL SMS-1,MgO-C,95 HEATS)"** in the 'Price' field and the said price shall be considered as **"Basic Price per Set (Set consists of Quantity for both Initial lining and Repairs)"** and the "freight charges for VSP Stores" exclusive of GST shall be quoted in the 'Item Conditions' --> 'Freight Charges'.

The Application charges per Set exclusive of GST should be quoted **against line item "Application of Refractories STL SMS-1"**.

6.1.1 In view of the definition of Heat Cost for Payment indicated at **Clause 4.0 of ANNEXURE-II** of Open Tender Document, **the Tenderers are required to indicate the Freight rate per Set separately (i.e. Basic price on FOR VSP Stores is to be quoted excluding freight) against Supply Item (refer below pictorial illustration) and no freight rate is to be entered in Application item.**

Description	Condition Value	Currency	Calculation Type
Discount @ Item level : %	0.00 %		In Percentage
Packing & Forw ding @ item : Val./Unit	0.00 INR	INR	Per Unit
GST @Item: % On Pricing Incl. Surcharge	18.00 %		In Percentage
GST @Item: Value Incl. Surcharge	0.00 INR	INR	Fixed Amount
Freight @ Item level : Per Unit	0.00 INR	INR	Per Unit

Freight Rate per Set is to be quoted/ submitted for Supply Item

6.1.2 In a case where the Tenderer has not mentioned the "freight charges" in the 'Item Conditions (or) mentioned Freight as "0(Zero)" in the 'Item Conditions, it will considered that the Tenderer has submitted their Basic price with freight inclusive. In such a case, such tenderer shall have to invariably indicate the Freight component separately while submitting the price break-up on becoming 'L1' after the price bids opening / reverse -auction (or) at the time of price matching as the case may be, for the placement of order, if any.

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

7.0 **DELIVERY**

- 7.1. The delivery schedule indicated below for 35 Sets of “Refractories for Steel Ladles of SMS-I” is tentative. RINL/VSP reserves the right to prepone or post pone the delivery schedule as per requirement at site.

Lot No.	Delivery schedule (End dates)- To reach VSP Stores by	Quantity
1	Within 30 days from the LOA / PO whichever is earlier	19 Sets
2	within 30 days from the end date of 1st lot of delivery	16 Sets

**Note:**

- i) **Tenderers are requested to note VSP’s delivery schedule and quote their best delivery considering all aspects, as applicable to the tender.**
- ii) **VSP reserves the right to reject offers not meeting VSP’s schedules / to consider offers with best delivery schedule(s).**
- iii) **Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein.**

- 7.2. At the time of 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. The Supplier may submit the “Set Completion Report” to Stores Dept., RINL/VSP after completion of Set quantity.

**8.0 PAYMENT TERMS:**

**8.1. Supply part:**

- i) Initial 60% Basic Price per set along with 100% GST and Freight shall be released set wise within 60 days (21st day for local Micro and Small Enterprises (MSE) and 45th day for Non local MSEs subject to submission of documents as stipulated vide Clause : 16.2.1 below) of receipt of material to be certified by Refractory Stores. Initial 60% payment shall be payable only after receipt of complete material of a set at VSP Stores, as certified by Refractory Stores. The Supplier shall raise invoice for 100% of the Basic value of the material along with 100% GST and submit an undertaking/consent as per the Format at **Annexure - IV** 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 40% payment of the set shall be released within 30 days (15 days for Local MSEs and 21 days for Non local MSEs) of submission of bills supported by Performance Report duly certified by GM (RED)I/c or his authorized representative and GARN, as per the Basis of payment indicated in scope of work , after adjusting penalties/recoveries, if any.

**8.2. Application part:**

- a) Initial 90% Application charges + 90% GST shall be released within 30 days (15 days for Local MSEs and 21 days for Non local MSEs) of submission of bills duly supported by satisfactory Performance Report of application certified by GM (RED) I/c or his authorized representative on monthly basis.
- b) Balance 10% Application charges + 10% GST shall be released within 7 (seven) days against clearance from Contract Labour Cell (CLC) of VSP.

- 8.3 Note: a) PBG to be submitted as per Cl.No.6.0 of **Annexure-IX** of Open tender.  
b) The successful Tenderer shall ensure submission of GST bills on complete set/Unit (as per ITT) basis linking with the corresponding documents without fail.

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

cases (the adjustment of Basic Invoice Value may be carried out by using Credit Note/ Debit Note). In case of any leftover qty, the same shall be the property of RINL/VSP. At the end of contract, any shortfall in supply from approved BOM shall be deducted of equivalent amount to the tune of cost of material which is not supplied. This amount shall be adjusted in the invoice/Credit Note to be raised by the Supplier.

- 8.5 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.
- 8.6 Based on the Guaranteed Life achieved, the Supplier(s) shall raise a Debit/Credit Notes as the case may be, along with applicable GST.
- 8.7 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.
- 8.8 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:

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/Set for Supply cum Application (S.Nos.4+7)	1,416.00
9	Landed Net of Input Tax Credit Price/Set (LNIP) (S.No.8-3-6)	1,200.00

## 10.0 TAXES AND DUTIES:

- 10.1 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 Specifications/Scope of Work and Drawing for the Tendered Item is placed at **Annexure-II** to this Open Tender document.

## 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 Open 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 Open Tender Document. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of RINL/VSP.
- 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:**

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:**

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 **BID SECURITY :**

- 15.1 **BID SECURITY (In Lieu of Earnest Money Deposit):** The tender shall be considered only if "**Bid Security Declaration**" is submitted as per the stipulated format enclosed to **this Bid document**. The Bid Security Declaration shall be signed by a person having Legal capacity to sign the Bid Security Declaration.
- 15.2 The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration. Offer received without **Bid Security Declaration** and / or **documentary proof** (viz. certified/true copy of board resolution / Power of Attorney etc.) **with respect to Legal capacity of person signing the Bid Security Declaration is liable for rejection.**
- 15.3 As per the declaration bidder may be debarred for a period of 3 years, for the reasons as mentioned in the declaration, from the date of issue of order for debarment. The order for debarment shall be issued within 30 days from the date of establishment of the default occurrence.
- 15.4 The following categories are exempted from submission of Bid Security:
- Central/State Government Public Sector Undertakings of India.
  - 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.
  - Manufacturing 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 Bid SECURITY.

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

16.0 **PURCHASE PREFERENCE:**

- 16.1 Purchase preference is accorded to Micro & Small entrepreneurs (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 is detailed 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.8.0 above by Micro & Small Entrepreneurs (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.

16.3 To extend **purchase preference to Class-I local supplier** subject to their quoted price falling within 20% of L1 price as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020 of DPIIT, Ministry of Commerce, GOI. In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020, then they have to submit affidavit in stamp paper as per the format in **Annexure-XIV** within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.

16.4 For the purpose of this NIT/RFx, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:

- a) *Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%.*
- b) *AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceeds 25%.*
- c) *MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%*
- d) *Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking*

In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price , the quantity will be offered to others in order of their ranking

For the purpose of this NIT/RFx, the quantity distribution table with preference for MSE & Class-1 Local Supplier is placed at **Annexure-XVI** of Open Tender.

17.0 **INPUT TAX CREDIT:** The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. 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 Letter of Acceptance (LOA) followed by Purchase Order / 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

18.2 Separate Orders shall be placed for Supply and Application.

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

**20.0 PREPARATION OF TENDER:**

20.1 The offer shall be submitted in two parts;

	Form of submission:	Due date & time
Part A: Techno-Commercial <b>unpriced</b> Bid along with " <b>Bid Security Declaration</b> " in original	In Physical Sealed form <b>offline</b> , as per the instructions given in this Tender document.	<b>10:30 AM on 19.11.2021</b>
Part B: e-RFX Price Response containing e-Price Bid	To be submitted electronically through VSP's SRM portal: <a href="https://srm.vizagsteel.com/">https://srm.vizagsteel.com/</a>	<b>10:30 AM on 19.11.2021</b>
<p>Notes:</p> <ul style="list-style-type: none"> <li>a) Tenderer shall go through the user manual for E-Tendering and E-Reverse Auction available in our portal (<a href="https://srm.vizagsteel.com/irj/portal">https://srm.vizagsteel.com/irj/portal</a>) to get familiarity with the process of submission of E- RFX Price Response and for participation in Reverse E-Auction.</li> <li>b) <b>In case of non-submission of e-RFX Price Response electronically in VSP's SRM portal as specified in this Tender document, Offer shall be considered as incomplete and shall not be considered for evaluation - VITAL.</b></li> <li>c) <b>In case, price is submitted through a document and placed in "Tech Rfx Folder / C Folder" of this RFX / ITT in SRM portal (although no such requirement is specified in the Tender Document), such offer shall be treated as submission of Price in Techno-Commercial bid and is liable for rejection.</b></li> </ul>		

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| <p>d) RINL desires that the Techno-Commercial Offer be received in Physical Sealed form <b>offline</b>, as per the instructions given in this Tender document. However, in case a Tenderer who have submitted their Techno-Commercial Offer in "Tech Rfx Folder / C Folder" of this RFX / ITT in SRM portal and also submit their Techno-Commercial Offer in Physical Sealed form offline, then Techno-Commercial Offer received in Physical Sealed form offline shall prevail over the Offer in SRM portal to the extent of contradiction; unless clearly mentioned by the tenderer.</p> <p>e) Further, in case a Tenderer submits their Techno-Commercial Offer in "Tech Rfx Folder / C Folder" of this RFX / ITT in SRM portal and does not submit in Physical Sealed form offline, then Techno-Commercial Offer in SRM portal shall be considered for evaluation.</p> |
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20.2 The Sealed physical / offline "Techno-Commercial unpriced Bid" (Part-A) should contain the following documents:

1. Bid Security Declaration.
2. Documents for credentials of un-enlisted vendors of VSP as specified at **Para 2.0 of ANNEXURE-I** of the Open Tender Document
3. Specifications/Scope of Work as per **ANNEXURE-II** of the Open Tender Document duly signed and stamped
4. Letter of Authority from the Manufacturer as **per ANNEXURE-III** of the Open Tender Document
5. Pro-forma for Undertaking for payment for supply as per **ANNEXURE-IV**.
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 Open Tender Document.
7. Declaration of particulars as sought at **ANNEXURE-VII** of the Open Tender Document.
8. Check list as per **ANNEXURE-VIII** of the Open Tender Document
9. Integrity pact as per **ANNEXURE-XI** of the Open Tender Document). **Copy of accepted and signed Integrity Pact should also be uploaded online in the "Tech RFX /C Folder"**.
10. Safety Violations as per **ANNEXURE-XII** of the Open Tender Document.
11. Certificate issued by Statutory / Cost Auditor as per **ANNEXURE-XIII** of the Open Tender Document.

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

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

20.5 **Part-B:** To be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> as per clause 6.0 of **Annexure -I** of this Tender document.

20.6 The sealed envelope with **Part-A** of the offer should bear, in Block capital letters, superscription "Open Tender for supply and application of **Refractories for Steel Ladle for SMS-I** against Tender No. **Pur.2100015066 dated: 23.10.2021**" and should also bear superscription: "**Part-A:** Techno-Commercial Bid".

20.7 The envelope 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.2100015066 dated: 23.10.2021 due on 19.11.2021**". This envelope should also be sealed. The name and address of the Tenderer should be mentioned on the 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 confirming to submission of Performance Guarantee Bond in line with the requirement of this Tender Document.
- e) Offers not confirming the acceptance of Integrity Pact.

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 There shall be no indication of the prices in the Techno-Commercial Bid (including Tech Rfx Folder of this RFX in SRM portal-refer clause 20.1 (c) of **Annexure-I** to this Tender document). If prices are indicated there, such offer are liable to be rejected.

## 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 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.
- 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.2,100/- per month in addition to the wages as indicated in the minimum wages clause of special conditions of contract. The contractor will submit his claim with proof of such payment made in this connection in the RA bill and the same is reimbursed to him.
- 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 Open 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) ) . Any Contradiction between the terms in this Tender document, GCC and Detailed Terms and Conditions Of Invitation To Supply Tender, the terms in this Tender document shall prevail to the extent of such contradiction.**

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**SCOPE OF WORK OF REFRACTORIES FOR STEEL LADLES OF SMS-1 ON SUPPLY-CUM-APPLICATION BASIS**

SCOPE OF WORK & PERFORMANCE GUARANTEE FOR SUPPLY-CUM-APPLICATION OF REFRACTORIES FOR STEEL LADLE OF SMS-1 (Rev.08 dt.06.02.2020)

1. **CONCEPT:** The Supplier/Manufacturer will supply set of 'Refractories for Steel Ladle of SMS-1' (which includes refractories for initial lining, intermediate repair & running maintenance) and carry out application of the supplied set of refractories (including supervision, round the clock monitoring & maintenance while the ladle is in operation).
2. **PERFORMANCE GUARANTEE:**
  - 2.1. Supplier/Manufacturer shall stand guarantee to achieve the performance of 95 heats per set of Refractories for Steel Ladle of SMS-1 supplied by them.
  - 2.2. **Guarantee Life: 95 heats/ Set.**
  - 2.3. **Cut-off Life: 76 heats/ Set.**
3. **ELIGIBILITY CRITERIA: As per Clause 1.0 of Annexure-I to Open Tender.**

4. **BASIS OF PAYMENT:**

- 4.1. **Heat Cost** = [(Base price of a Set excluding taxes, freight for supply, insurance etc.) + (Base price of application of a Set excluding tax, insurance etc.)] / [Guarantee Life in heats i.e.95].
- 4.2. Payment shall be made on the basis of the following:

Sl.No	Life achieved (Heats)	Payment
1	≤76	0.00 x Heat Cost x Life achieved
2	> 76 to ≤ 80	0.85 x Heat Cost x Life achieved
3	> 80 to ≤ 85	0.90 x Heat Cost x Life achieved
4	> 85 to ≤ 90	0.95 x Heat Cost x Life achieved
5	> 90 to ≤ 100	1.00 x Heat Cost x Life achieved = 'A'
6	> 100 to ≤ 108	['A' for 100 Heats] + [0.65 x Heat Cost x (Life achieved - 100)] = 'B'
7	> 108 to ≤ 114	['B' for 108 Heats] + [0.50 x Heat Cost x (Life achieved - 108)] = 'C'
8	> 114	['C' for 108 Heats] + [0.25 x Heat Cost x (Life achieved - 114)]

5. **IMPORTANT ISSUES IN THIS CONNECTION:**

- 5.1. If any SMS-1 Steel Ladle is put down due to 'VSP operational reason' (which are listed below) before guaranteed life; then payment for such ladle set will be made based on average life of ladles put down prior to the ladle set in reference, against the same PO. While considering the lives of previous ladle sets of the order, 'ladles put down due to operational reasons before achieving guaranteed life' will not be taken into account. If the first set/consecutive sets from first set onwards of the PO is/are put down due to operational reasons before guaranteed life, payment shall be made for the guaranteed life for that/those particular set/sets. Following are the list of problems which will be considered as 'VSP operational reason' for putting down a ladle-
  - 5.1.1. Skulling/Bouldering of ladles
  - 5.1.2. Failure of any mechanical part like tilter hook, trunion, shell, retainer plate etc.
  - 5.1.3. Falling of ladle from crane
  - 5.1.4. Over tapping causing free board through, shell damage, damage of refractory lining etc.

- 5.1.5. Refractory failure due to operational parameter beyond normal range [liquid steel tapping temperature (max.): 1750°C]
- 5.1.6. Lining failure due to mouth tapping from Converter, less metal tapping causing groove formation below Slag Zone
- 5.1.7. Inadequate addition of deoxidizer in the ladle during tapping/ LF treatment resulting lining failure
- 5.1.8. Dislodgment and/or fall of bricks lining due to failure of brick retainer plates
- 5.1.9. Collapse of total lining while slag zone debricking by machine & subsequent dumping by crane before intermediate repair
- 5.1.10. Putting down due to dislodgment of free board lining during jam/mouth crust removal which is beyond repairs.
- 5.1.11. Failure of operational refractories like well block, bottom purging refractories and slide gate.
- 5.1.12. From start of preheating to putting down of a ladle set, if average number of heats taken in the ladle per day (24 Hrs.) is less than 4 (this exclude the times when the ladle is taken out of circulation for any repair).
- 5.1.13. If the set is used for experimental/alternative purpose due to exigency (the date of putting the set into use for experimental/ alternative purpose due to exigency will be considered as the down date of the set).
- 5.1.14. Any other unforeseen reason which is attributable to VSP.
- 5.2. If any SMS-1 Steel Ladle is put down due to any of the VSP operational reason listed under Cl. No.5.1 above, at or beyond guaranteed life; then those ladle will not be treated as 'ladle put down due to operational reasons' for payment purpose and payment for such ladle set will be made for the successfully completed heats.
- 5.3. By selecting suitable quality of material and proper installation of refractories, the supplier have to ensure that no metal penetration takes place and/or the safety bricks (installed between working lining and backup castable) do not vitrify/ crumble/shrink during usage. If the backup castable is damaged due to penetration through working lining bricks and the backup castable is need to be repaired by VSP, then LC-70 castable (procured by RED for IRUT Snorkel casting) will be used for the repair & quantity of the same shall be recorded by RED. 110% cost of the LC-70 Castable used shall be recovered from the working lining supplier as penalty. In case any minor patching of backup castable is required, the working lining supplier shall carry out the same with their material at free of cost.
- 5.4. If any SMS-1 Steel Ladle is put down due to through at or before guaranteed life, payment for such ladle set will be made in either of the following two ways-
  - 5.4.1. If the through takes place due to any of the VSP operational reason listed under Cl. No.5.1 above, then payment for such ladle set shall be made in line with the payment indicated in Cl. No. 5.1.
  - 5.4.2. If the through takes place for which reason is attributable to the supplier, then no payment shall be made for such ladle set including application charges. In addition, cost of the LC-70 Castable used for repairing the damaged backup lining shall be recovered from the working lining supplier as indicated in the Cl. No.5.3.
- 5.5. If any SMS-1 Steel Ladle is put down due to through at higher than the guaranteed life, payment for such ladle set will be made in either of the following two ways-
  - 5.5.1. If the through takes place due to any of the VSP operational reason listed under Cl. No.5.1 above, then payment for such ladle set will be made for successfully completed heats.
  - 5.5.2. If the through takes place not due to any of the VSP operational reason listed under Cl. No.5.1 above, then payment for such ladle set will be made for successfully completed heats. However, a lump-sum penalty of 10% of the Set Cost (LNIP basis) will be levied from the bill of the supplier on each occasion.
- 5.6. For any red spot observed on the SMS-1 Steel Ladle, then-
  - 5.6.1. If the reason for red spot development is attributable to the supplier, only successfully completed heats shall be considered for life certification purpose. The ladle can be repaired if the permissible repair is not yet done. If the permissible repair is already over, then further repair shall not be allowed. However, if such ladle is having potential of achieving higher life

- as jointly assessed by RED & SMS-1(O), then the supplier may be allowed to carry out necessary repair without any extra cost to VSP, in addition to the permissible repair. In all such case decision of VSP will be final.
- 5.6.2. If development of red spot is due to VSP reason, supplier may repair the ladle, if interested, even though the permissible repair is already over.
- 5.7. In case of localized defect in a ladle at any life like dislodging of free board lining during mouth jam removal etc. and if the ladle is having potential of achieving higher life as jointly assessed by RED & SMS-1(O), then the supplier may be allowed to rectify the localized defect by carrying out necessary repair without any extra cost to VSP, in addition to the permissible repair. In all such case decision of VSP will be final.
- 5.8. Heats (liquid steel) will be treated at LF and IRUT as per requirement. All the Steel Ladles should be fit for treatment in LF and IRUT throughout their campaign life.
- 5.9. To meet the production requirement or other necessities, application job of Refractories for Steel Ladle of SMS-1 can be taken up by VSP. For such ladles, supplier is required to ensure supervision & monitoring during material transportation, relining & subsequent circulation period including running maintenance through gunning etc., as per relevant clauses of the PO under supplier's scope. For such ladles Cl. No.2 (Performance Guarantee), Cl. No.4 & Cl. No.5 of this scope of work shall be applicable, at par with the ladle relined by the supplier. Also, for such ladles application charges will be payable to the supplier as per terms of the Application Order (Work order). However, following lump-sum amount(s) shall be deducted from the application bill of the supplier against each activity which is/are taken up by VSP-
- 5.9.1. Transportation of material for initial lining (full) from storage godown to site done by VSP: INR 28,750.00
- 5.9.2. Initial lining (full) done by VSP: INR 1,39,286.00
- 5.9.3. Transportation of material for intermediate repair from storage godown to site done by VSP: INR 11,500.00
- 5.10. Intermediate repair done by VSP: INR 55,714.00
- 5.11. In case ladle is declared down before carrying out the permissible intermediate repair, then INR11,500.00 & INR55,714.00 shall be deducted from the application bills of the supplier against the component of transportation charge of material for intermediate repair & application charge for intermediate repair respectively. However, the above amount(s) shall not be deducted from the application bill where no payment clause (Cl. No.4.2 or Cl. No.5.4) have already been applied for a SMS-1 Steel Ladle set.
- 5.12. In case of any VSP operational reason (as listed in Cl. No.5.1) a heat is to be re-ladled from one ladle to another ladle, then that particular heat will be added to the lives of each of the ladle. In case it is required to re-ladle a heat due to the failure of working lining attributable to the supplier, then the particular heat will be accounted only for the second ladle and this incomplete heat shall not be taken into consideration for life certification of the first ladle. In case of more than one re-ladling of any particular heat, the same logic shall be followed for accounting the ladle life.
- 5.13. Decision of VSP will be final for putting down a SMS-1 Steel Ladle set for any reason.

## **6. SUPPLIER'S SCOPE:**

- 6.1. Items and quantities required to run a steel ladle for one campaign is a set of Refractories for Steel Ladle of SMS-1. The VSP drawing (PD-RED-00268) of SMS-1 Steel Ladle lining is indicative only. However the lining thickness indicated in VSP drawing is binding and suppliers have to develop their own lining drawing considering lining thickness indicated in VSP drawing. Supplier is free to formulate their set quantity by selecting suitable quality & quantity of material and suitable shape of refractory bricks for installation in SMS- Steel Ladle as per their lining drawing in order to achieve the performance guarantee. Supplier shall furnish specification of all the items (covered in their set quantity) & their lining drawing

- (keeping lining thickness as per VSP drawing) along with their offer. On placement of order (PO), successful tenderer shall furnish their set quantity (BOM) & lining drawing for approval of VSP (RED) and after wards shall carry out the SMS-1 Steel Ladle lining as per approved set quantity (BOM) & approved lining drawing.
- 6.2. The 30mm thick safety bricks should be of basic quality which is to be installed using basic quality mortar. The gap between safety bricks and working lining should be properly filled with resin bonded basic quality back-fill mass.
  - 6.3. During well block and housing block lining, 40-50 mm gap to be maintained all around (for easy removal of the blocks during repair) which should be filled with MgO based basic ramming mass. Similarly, the gap between side wall and floating bottom should be filled with MgO based basic ramming mass.
  - 6.4. Suitable quality of bricks shall be used in Impact Zone (indicated in drawing) to withstand the impact of liquid steel.
  - 6.5. Slag zone working lining quality bricks should be used in the working lining of free board area of the ladle.
  - 6.6. 90% Al<sub>2</sub>O<sub>3</sub> conventional castable shall be used in between working lining & top retainer plate of the ladle.
  - 6.7. 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 & the set quantity should tally. While executing the order, if there is any shortfall of materials, the same shall be arranged by the supplier free of cost without any delay. After completion of order, any leftover material shall be the property of VSP.
  - 6.8. All the bricks shall be stamped with item no. & supplier's name. Supplier shall ensure to pack the items in such a way that the quantities required for initial lining & subsequent repair can be drawn easily.
  - 6.9. All the monolithic items shall be packed in 25kg water proof paper/jute/HDPE bags (with proper stamping of Item/Brand name, PO No., suppliers name & manufacturing date) & those bags shall be supplied in jumbo bags/pallets. Supplier shall collect & deposit empty plastic bags (if any) generated during application, at the designated place of VSP.
  - 6.10. Supply of set materials as per approved set quantity (BOM) & installation of the same as per approved lining drawing. The set material shall include refractories for safety lining, working lining, castable, mortar, gunning mass & other items.
  - 6.11. Unloading and storage of material at allotted VSP godown. Custody of materials shall be with the supplier. In case it necessitates for change of storage godown, shifting of materials shall be the sole responsibility of the supplier.
  - 6.12. Transportation of material from VSP godown to SMS-1 site (including loading & unloading), as per shop requirement.
  - 6.13. Supplier shall arrange to shift & feed the material from SMS-1 site area to the relining platform & inside the ladle.
  - 6.14. SMS-1 Steel Ladle with LCC Backup will be given to the supplier for relining. In case LCC is not installed in any ladle, VSP shall provide suitable quality of bricks & mortar which are to be installed in place of LCC backup by the supplier.
  - 6.15. Supplier shall be permitted to carry out **one (01) intermediate repair in the campaign life of a steel ladle set**. During the campaign life of a set, whenever well block and/or housing block is required to be changed, supplier shall remove it and then reinstall a new one, without any extra cost to VSP.

- 6.16. Relining & repair of ladles as per VSP's plan to meet the shop requirement. Regular cleaning and house-keeping of the work area after completion of relining. Supplier shall be responsible for supervision during relining/repair of ladles, round the clock monitoring & gunning (if required) while the ladles are in circulation.
- 6.17. Supplier shall arrange all the tools & tackles (with ISI mark, wherever applicable) required for relining/repair/maintenance of ladles. Supplier shall be allowed to use relining tables available at site. Otherwise supplier shall fabricate relining tables, for which required steel & welding electrodes will be provided by VSP at free of cost.
- 6.18. Supplier shall do selective gunning in the ladle as per necessity. For this purpose required gunning machine (including maintenance), spares & accessories shall be arranged by them.
- 6.19. Supplier has to do the jam cutting by oxygen lancing to remove penetrated/deposited metals (if any) from inside of the ladle during intermediate repair. However, in case of heavy skull formation, the same shall be removed VSP.
- 6.20. In their offer, the supplier shall clearly indicate whether the application job will be carried out by them directly or through a sub-agency by subletting. In case the supplier is required to sublet the job to a sub-agency, they shall take due approval from VSP for subletting and before commencing the job.
- 6.21. Irrespective of whether the application job is carried out by them directly or through a sub agency by subletting, the supplier shall remain responsible for-
  - 6.21.1. Fulfillment of performance guarantee by ensuring supervision during relining/repair of ladles, monitoring & gunning (as per requirement) while the ladles are in circulation.
  - 6.21.2. Fulfillment of statutory rules & regulations laid down by Contract Labour Cell (CLC) of VSP. Also, supplier shall be responsible payment of minimum wages of workmen as per rules & regulations of CLC of VSP (which may change from time to time), in case of failure by their sub-agency.
  - 6.21.3. Fulfillment of the safety norms & requirements laid down by Safety Engg. Dept. (SED) of VSP while executing the application job. Also, the supplier shall be responsible for safety of the manpower deployed and penalties shall be levied from the supplier/their sub agency in case of any safety violation(s) as per tender terms.
- 6.22. Supplier shall ensure the delivery of ladle sets as per PO delivery schedule which may be altered depending upon the shop requirement. They shall submit weekly stock & due position, delivery status of their ladle sets to RED and MM Dept.

## **7. VSP'S SCOPE:**

- 7.1. Debricking & dumping of ladle which is being declared down shall be carried out by VSP.
- 7.2. Providing storage space for refractories in VSP godown and at SMS site.
- 7.3. Providing water, electricity, compressed air, oxygen, EOT crane free of cost as per existing facilities.
- 7.4. To provide ladle with LCC backup. Otherwise to provide brick & mortar for installation in place of backup by the supplier.
- 7.5. To provide well block and housing block free of cost at site.
- 7.6. To provide lance pipes for penetrated/deposited metal jam removal & steel for relining table fabrication, at free of cost.
- 7.7. Pre-heating of relined ladles and intermediate heating while in circulation.
- 7.8. Joint Inspection by RED & SMS-1(O) of ladle at the end of each heat and decision regarding suitability for the next heat.
- 7.9. Any mechanical repair, like top retainer plate fixing, tilter, trunion, shell repair etc.
- 7.10. Removal of any jam above top retainer plate & outside of the ladle shell.

## **8. IMPORTANT INFORMATION:**

- 8.1. The suppliers shall study this Scope of Work and they may visit VSP for better understanding about the SMS-1 Steel Ladle refractory installation & maintenance procedures, existing

relining & preheating facilities, Steel Ladle operational practices, shop logistics & production process before participating in the tender enquiry

- 8.2. Engineer-in-Charge: DGM (RED).
- 8.3. Performance Certifying Authority: HOD (RED)

**9. Tenderers to note the following for compliance,**

The supplier/manufacturer shall check their eligibility and go through/understand the Scope of Work before participating in the tender enquiry.

**10. Performance Clause:**

GURANTEED LIFE: 95 HEATS  
CUTT OF LIFE : 76 HEATS  
FOR DETAILS REFER SCOPE OF WORK

**11. Bonus/Penalty Clause:**

FOR DETAILS REFER SCOPE OF WORK.

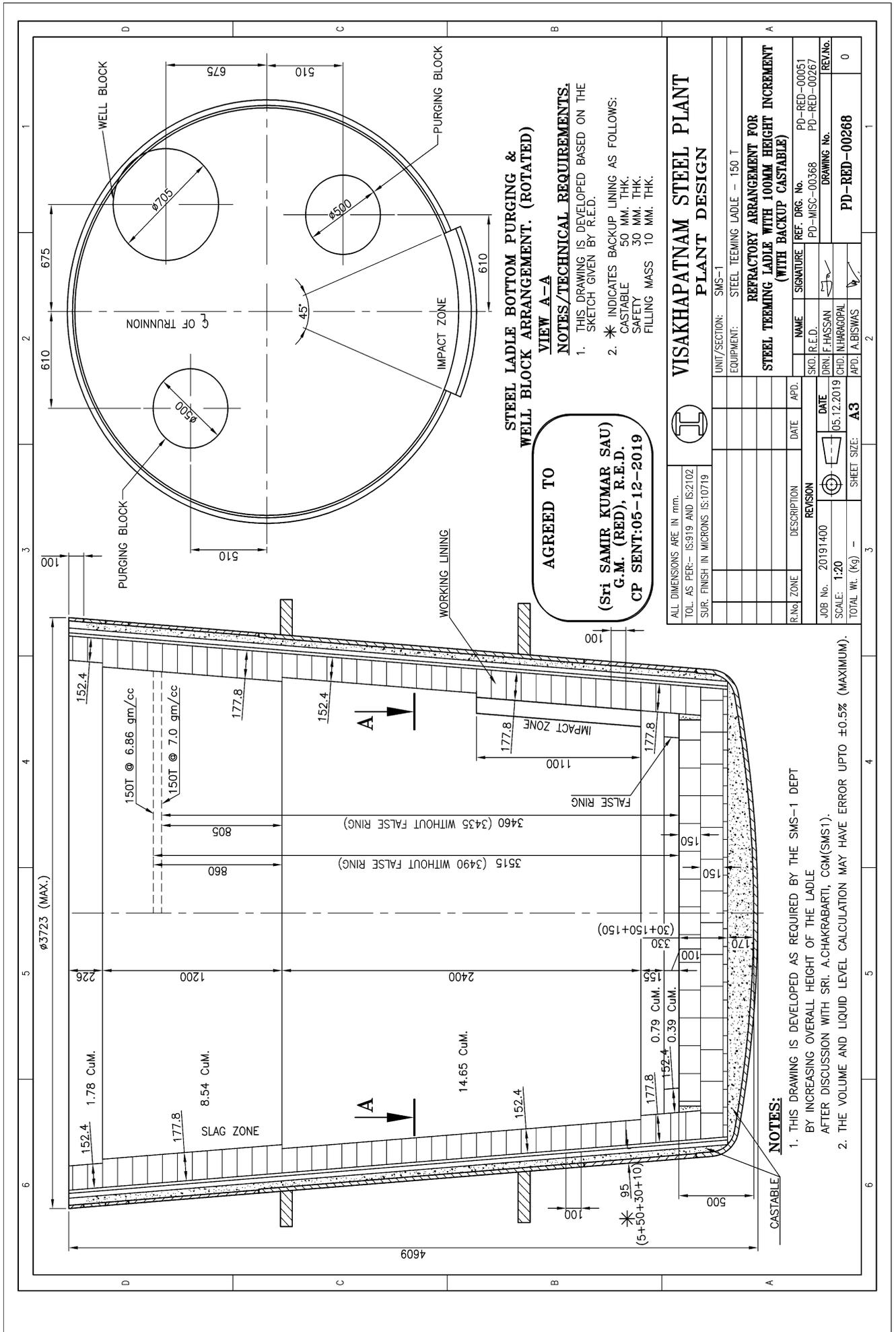
**12. INSPECTION TYPE: Not Required**

**13. REFRATORIES FOR STEEL LADLES OF SMS-I AS PER ABOVE SCOPE OF WORK AND PERFORMANCE GUARANTEE**

REFRACTORY, MAGNASIA BASED

- |                          |                             |
|--------------------------|-----------------------------|
| 1. IDENTIFICATOIN NUMBER | : STEEL LADLE SMS-1         |
| 2. MAIN CONSTITUENTS     | : MAGNESIA CARBON BASED     |
| 3. PROCUREMENT MODE      | : ON SUPPLY CUM APPLICATION |
| 4. PERFORMANCE GUARANTEE | : 95 HEATS                  |
| 5. CUT-OFF LIFE          | : 76 HEATS                  |
| 6. DRAWING NO            | : PD-RED-00268              |

(Signature of the Tenderer with Seal)



**STEEL LADLE BOTTOM PURGING & WELL BLOCK ARRANGEMENT. (ROTATED)**  
**VIEW A-A**

**NOTES/TECHNICAL REQUIREMENTS.**  
 1. THIS DRAWING IS DEVELOPED BASED ON THE SKETCH GIVEN BY R.E.D.  
 2. \* INDICATES BACKUP LINING AS FOLLOWS:  
 CASTABLE 50 MM. THK.  
 SAFETY 30 MM. THK.  
 FILLING MASS 10 MM. THK.

**AGREED TO**  
 (Sri SAMIR KUMAR SAU)  
 G.M. (RED), R.E.D.  
 CP SENT-05-12-2019

**VISAKHAPATNAM STEEL PLANT**  
**PLANT DESIGN**



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

UNIT/SECTION:	SMS-1			
EQUIPMENT:	STEEL TEEMING LADLE - 150 T			
<b>REFRACTORY ARRANGEMENT FOR STEEL TEEMING LADLE WITH 100MM HEIGHT INCREMENT (WITH BACKUP CASTABLE)</b>				
R.No	ZONE	DESCRIPTION	DATE	APD.
<b>REVISION</b>				
SKD	R.E.D.	SIGNATURE	REF. DRG. No.	PD-RED-00051
DRN	F.HASSAN	DATE	PD-MISC-00368	PD-RED-00267
CHK	N.HARGOPAL	DATE	DRAWING No.	TRV.No.
APP	A.BISWAS	SHEET SIZE: <b>A3</b>	PD-RED-00268	0
TOTAL Wt. (Kg) -				

**NOTES:**  
 1. THIS DRAWING IS DEVELOPED AS REQUIRED BY THE SMS-1 DEPT BY INCREASING OVERALL HEIGHT OF THE LADLE AFTER DISCUSSION WITH SRI. A.CHAKRABARTI, CGM(SMS1).  
 2. THE VOLUME AND LIQUID LEVEL CALCULATION MAY HAVE ERROR UPTO ±0.5% (MAXIMUM).

**ANNEXURE -III OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

**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.2100015066 dtd. 23.10.2021.  
-----

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 OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066DATED: 23.10.2021**

**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.

**ANNEXURE-V OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

**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.2100015066 dtd.23.10.2021  
2) Our Offer No.

1. With reference to your Tender Notice No. Pur.2100015066 dtd.23.10.2021 for supply and application of Refractories for Steel Ladle for SMS-I, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

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

Thanking you,

Yours faithfully,

Dated:

(Signature and Seal of Tenderer)

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

\*\* Strike off whichever is not applicable.

**ANNEXURE-V (A) OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

**STATEMENT OF DEVIATIONS**

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

.....  
Signature and Seal of the Tenderer

**ANNEXURE-VI OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

**PRO-FORMA for BID SECURITY DECLARATION  
(in lieu of EMD)  
(unless exempted)**

**Tender no. / RFX No.**

**Dated.:**

I / We have understood that, according to the conditions of the Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration" as follows:

I / We accept that, I/We will automatically be debarred from participation in all future tenders of RINL for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case any of the following:

(a) If I / we withdraw / modify our Bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

(b) Having been notified of the acceptance of our Bid by RINL, during the period of bid validity, if I / We

(i) Fail or refuse to execute the Contract (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document / Work Order/letter Of Acceptance / Purchase Order.

**[ Signature]**

In the Capacity of :

[Legal Capacity of person signing the Bid Security Declaration]

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of Bidder and Address]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

**Note:** In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all partners to the Joint Venture / Consortium that submits the bid.

**The Bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power of Attorney etc.) with respect to Legal capacity of person signing the Bid Security Declaration.**

**ANNEXURE-VII OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066DATED: 23.10.2021**

**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 of Producer (in case Tenderer is not Producer)	
4	Place of production Unit (please mention the name of Village, District and State)	
5	Place of Despatch	
6	Minimum lead time required for delivery of first lot <b>in days from the date of Order / LOA</b>	
7	Statutory Registrations:	
	a) GST Registration No. and Date	
	b) IT/PAN No.	
	c) Industrial/Trade License	
8	User ID for participation in e-reverse auction ( <b>same as SAP Vendor Code of the Tenderer in RINL/VSP</b> )	
9	Nature of Contract (refer Cl.8.6 of NIT)	
11	HSN Codes & GST a) HSN Code (s) & % GST Applicable for Supply: b) HSN Code (s) & % GST Applicable for Application: c) % GST to be considered for evaluation for Supply (Cl.No.8.6 of NIT):	
12	Whether the Freight rate is quoted separately in the Item Conditions (i.e. Basic price on FOR VSP Stores is quoted excluding freight) (Cl.No.6.1.1 of Annexure-I to Tender):	
13	Whether accepted and Signed Integrity Pact is uploaded in "Tech RFx Folder / CFolder" of SRM portal (refer Cl.No.20.2 (9) of <b>Annexure-I to Tender</b> ):	

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

**ANNEXURE-VIII OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

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

<b>SL. No.</b>	<b>TENDER TERMS</b>	<b>AS REQUIRED BY RINL/VSP</b>	<b>TO BE CONFIRMED BY TENDERER</b>
1	Name & address of the Tenderer		
2	Certificate from Statutory / Cost Auditor	To submit as per Cl.1.0 of ANNEXURE-I of Open Tender	
3	Letter of Authority from Manufacturer	To confirm as per Cl.1.6 of ANNEXURE-I of Open Tender	
4	Documents for Eligibility	To confirm as per Cl.1.2 of ANNEXURE-I of Open Tender	
5	Credentials of the Tenderer	To confirm as per Cl.2.0 of ANNEXURE-I of Open Tender	
6	Quantity offered	To confirm as per Cl. 4.0 of ANNEXURE-I of Open Tender	
7	Scope of work, Technical specification	To confirm as per ANNEXURE-II of Open Tender	
8	Quoting of Prices	To confirm as per Cl.6.0 of ANNEXURE-I of Open Tender	
9	Price firmness	To confirm as per Cl.6.2 of ANNEXURE-I of Open Tender	
10	Delivery schedule	To confirm as per Cl.7.0 of ANNEXURE-I of Open Tender	
11	Payment terms	To confirm as per Cl.8.0 of ANNEXURE-I of Open Tender	
12	Letter of Acceptance of Terms & Conditions of Open Tender	To confirm as per Cl.12.0 of ANNEXURE-I of Open Tender	
13	Validity of offer	To confirm as per Cl.14.0 of ANNEXURE-I of Open Tender	
14	Bid Security Declaration	To confirm as per Cl.15.0 of ANNEXURE-I of Open Tender	
15	Submission of Cenvat documents	To confirm as per Cl.17.0 of ANNEXURE-I of Open Tender	
16	Safety Violations	To confirm as per ANNEXURE-XII of Open Tender	
17	Other terms and conditions of ITT	To confirm acceptance.Cl.28.0 of ANNEXURE-I of Open Tender	
18	Insurance	To Supplier's a/c	
19	Declaration of Particulars	As per of ANNEXURE-VII of Open Tender	
20	Test cum Guarantee certificate	To confirm as per Cl.5.0 of ANNEXURE-IX of Open Tender	
21	Performance Guarantee Bond	To confirm as per Cl.6.0 of ANNEXURE-IX of Open Tender	
22	Liquidated damages	To confirm as per Cl.9.0 of ANNEXURE-IX of Open Tender	
23	Default	To confirm as per Cl.10.0 of ANNEXURE-IX of Open Tender	
24	Risk Purchase	To confirm as per Cl.11.0 of ANNEXURE-IX of Open Tender	
25	Transfer & Subletting	To confirm as per Cl.14.0 of ANNEXURE-IX of Open Tender	
26	Force Majeure	To confirm as per Cl.19.0 of ANNEXURE-IX of Open Tender	
27	Arbitration	To confirm as per Cl.20.0 of ANNEXURE-IX of Open Tender	
28	Benefit under Make in India policy (in case applicable)	Acceptance to submit affidavit as per Annexure-XIV within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.	

.....  
Signature and Seal of the Tenderer

**ANNEXURE-IX OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066DATED: 23.10.2021**

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

**1.0 DEFINITIONS:**

- 1.1 The PURCHASER shall mean the Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) incorporated under the Companies Act 1956, having their Registered Office at Main Administrative Building, Visakhapatnam-530 031 and shall include their successors or assigns.
- 1.2 The SUPPLIER shall mean the person, firm or Company whose tender has been accepted and shall be deemed to include his / its / their successors (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Supplier.
- 1.3 The Order shall mean and include Invitation to Tender (ITT), Acceptance of Tender (A/T) and amendments to 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.
- 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.

**2.0 QUANTITY:**

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

**3.0 PRICES:**

- 3.1 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.
- 3.2 Prices shall be firm for the entire period of the SUPPLIER's performance of the Order, in other words, till execution of order and shall not be subject to any variation on any account. In case of order, the payment shall not exceed LNIP so arrived in INR.

**4.0 DELIVERY:**

- 4.1. The MATERIAL shall be delivered at VSP Stores as per the schedule mentioned in the PO. 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 Open tender document.
- 4.2. The period of delivery is the essence of the PO. The date of receipt of material at PURCHASER's stores shall be the date of delivery in respect of each consignment.

**5.0 TEST CUM GUARANTEE CERTIFICATE:**

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

5.2. Replacement of defective MATERIALS shall be made free of cost 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.

**6.0 PERFORMANCE GUARANTEE BOND:**

- 6.1. 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 Dy. General Manager (MM-Purchase), RINL,VSP before the date of commencement of supplies or 30 (Thirty) days from the date of LOA / Acceptance to Tender(PO), 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 Open tender document, for an amount covering 3% (Three percent) of Landed cost of the order (for Supply and Application). 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.6.6 below**. Guidelines for handling Bank Guarantees received through Structured Financial Messaging System (SFMS) mode are also available in **ANNEXURE-X**.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of atleast 120 days from the date of receipt of the last consignment of the MATERIAL.
- 6.6. 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: .....

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

**7.0 BAILMENT AGREEMENT:**

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

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

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

**9.0 LIQUIDATED DAMAGES:**

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).

**10.0 DEFAULT:**

Should the SUPPLIER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SUPPLIER in any manner or otherwise fail to perform the Acceptance to Tender 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.19.0 herein below.**

**11.0 RISK PURCHASE:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SUPPLIER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Acceptance to Tender as stated

in **Cl.No. 10.0 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.

#### **12.0 RECOVERY OF SUMS DUE:**

Whenever under this Order any sum of money is recoverable from and payable by the SUPPLIER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SUPPLIER by the PURCHASER or which at any time thereafter may be found to be payable to the SUPPLIER by the PURCHASER under this or any other Order with the PURCHASER or any other unit of 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.

#### **13.0 RESPONSIBILITY:**

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

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

- 14.1. 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.
- 14.2. 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.
- 14.3. The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. Penalty for delayed payment / non-payment of wages: If the contractor fails to pay wages within the stipulated time i.e. by 7th working day of the subsequent month, a penalty up to 1% of the gross wages (Basic, DA & Over time (if any) except Adhoc, SMA, ASMA and other allowances) of the workers will be levied for every day of lapse subject to a maximum of 10%

in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual / habitual default.

14.8. Payment of wages through banks: The contractor shall pay wages not less than the minimum wages notified by the appropriate Government from time to time to the workers deployed by him. The payment shall be made on the due dates either by way of crossed cheques or crediting the wages to be bank accounts of the concerned contract workers. Proof of such payment shall be submitted by the contractor to the 'Engineer-in-charge by 10th of the subsequent calendar month.

**15.0 CLEARANCES:**

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

**16.0 TAXES AND DUTIES:**

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.

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

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

**18.0 WAIVER:**

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

**19.0 FORCE MAJEURE:**

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 60 days, during which production, loading or discharge is prevented by any such causes as herein above mentioned. Provided further that if the performance in whole or in part of any obligations under this Acceptance to

Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, non-affected party may at its option terminate the contract.

The party (**Affected Party**) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (**Non-Affected Party**) on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party / Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

## 20.0 **ARBITRATION:**

In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

## 21.0 **LEGAL INTERPRETATIONS:**

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

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

22.0 **In case the Tenderer is entitled to get benefit under Make in India policy as per Order No. P-45021/2/2017-PP (BE-II) Dt. 04.06.2020, then the Supplier has to submit affidavit in stamp paper as per the format in Annexure-XIV within 15 days from the date of LOA / Acceptance to Tender(PO), whichever is earlier.**

## 23.0 **LIABILITY OF GOVERNMENT OF INDIA:**

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

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**ANNEXURE - X OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066DATED: 23.10.2021**

**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 Steel Ladle for SMS-I (hereinafter referred to as the MATERIALS) on the terms and conditions mentioned therein.

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

3. We, \_\_\_\_\_ (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 120 days after the date of 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 \_\_\_\_\_, IFSC Code..... (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)  
IFSC Code.....

**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)

**Guidelines for handling of Bank Guarantees including Extensions, Renewals and Amendments on receipt through Structured Financial Messaging System (SFMS)  
(Applicable for Performance Guarantee Bonds only)**

1.1 Name and details of BG advising bank of RINL for sending SFMS to RINL's Banker, i.e. SBI are given below:

- Bank : State Bank of India
- Branch : Commercial Branch
- IFSC Code : SBIN0014407
- Address : 43-29-54/8, Balaji Metro Chambers, Dondaparty, Visakhapatnam – 530016.
- SWIFT : SBININBB745

1.2 Details of RINL executive to whom the SFMS advice shall be sent by the Bank:

- M SATISH KUMAR  
Sr. Manager (MM - Purchase)  
Administration Building - 3rd Floor  
Rashtriya Ispat Nigam Limited (RINL),  
Visakhapatnam Steel Plant (VSP),  
Visakhapatnam - 530031  
Andhra Pradesh, India Tel / Ph : +91 9701347299

1.3 Bank Guarantee shall be received in original on Stamp paper from Advising Bank as per the prescribed format of RINL by Speed Post / Registered Post / Courier.

1.4 In case, Bank Guarantee in original on stamp paper is received by Speed Post / Registered Post / Courier from the issuing bank directly to the above mentioned executive of RINL, then SFMS message shall be received by Speed Post/ Registered Post/ Courier from Advising Bank with complete details of the BG which enable RINL to verify its completeness with reference to the Original BG received.

1.5 In case of 1.3 & 1.4 above, confirmation from Advising Bank can be accepted and confirmation from the issuing branch as well as controlling branch can be dispensed with. However, confirmation from the Local Encashment Branch is required to be collected/received by RINL through Speed Post/ Registered Post/ Courier.

1.6 In case of any Bank charges or levies debited to RINL by bank towards the Bank Guarantee Advising charges, the same shall be collected/recovered from the Vendor / bidder / tenderer.

**ANNEXURE-XI OF OPEN TENDER DOCUMENT  
ITT NO.PUR.2100015066 DATED: 23.10.2021**

**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 2.Unauthorized entry at height / hazardous locations. 3.Fall arrester not provided / used. 4.Horizontal life line / guide rope not provided for anchoring full body safety harness.	<b>Rs.3,000/-</b>	<b>Rs.5,000/-</b>
	<b>B. Excavation</b>	1.Proper ladder / steps not provided for descending / ascending. 2.Shuttering not done (below 2 mtrs level) of excavation. 3.Overhanging burden in pit not removed in excavation. 4.Excavated materials left near the edge of the pit.		
	<b>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.		

<b>II</b>	<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.			

		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.			
<b>II</b>		14.Overloading of vehicles.			
		15.Talking on cell phone while driving.			
		16.Vehicles transporting loads without tying/securing of loads/ stock protruding out of the truck body/without red flags/red lights, side guards, donnage.			
		17.Drunk & driving			
		18.Non availability of reverse horn of moving equipment.			
		19.Using hydra for material transportation on roads.			
		20.Marching of hydra without signal man & red flags.			
		21.Using trucks for transportation of persons.			
	<b>II</b>	<b>I.Permits</b>	1.Working without work permit / shut down	<b>Rs.3,000/-</b>	<b>Rs.5,000/-</b>
			2.Not putting red flags / stopper.		
3.Dismantling of structure without authorized plan.					
4.Unauthorized oxygen tapping.					
5.Working on VSP installations without permission.					
6.Critical / heavy erection of structures without authorized plan					
<b>J.General</b>		1.Not having proper gate passes / other area passes.			
		2.Not reporting of accident.			
		3.Hand grinders / mixer machines without guard.			
		4.Make-shift arrangement for job execution.			
		5.Engaging workers without safety training.			
		6.Using of defective tools.			
		7.Unauthorized operation of equipment.			
		<b>II</b>	<b>K. Statutory Records</b>		
2.Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.					

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

		<p style="text-align: center;"><b>Min. Rs.1 lakh and Maxi.Rs.5 lakhs or banning of business dealing or both.</b></p>	<p style="text-align: center;"><b>min. Rs.5 lakhs and maxi. Rs.10 lakhs or banning of business dealing or both.</b></p>
<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)

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**ANNEXURE-XIII OF OPEN TENDER DOCUMENT**

**ITT NO.PUR.2100015066 DATED: 23.10.2021**

**FORMAT OF CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR**

Certificate for M/s. Rashtriya Ispat Nigam Limited Visakhapatnam Steel Plant.,  
Visakhapatnam

**In reference to ITT No. PUR.2100015066 DATED: 23.10.2021**

**To whomsoever it may concern**

We have verified the records & documents produced before us by the management of M/s.  
..... having regd. Office at..... &  
having their manufacturing facility at .....and we  
hereby certify that in the event of placement of order, M/s..... shall  
supply the Tendered item with domestic value addition of .....(more than 20%  
or more than 50%, **mention whichever is relevant**).

Domestic value addition for Tendered item has been calculated as below:

“Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.”

Further we also certify that the company is eligible to avail the benefits as per Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

Statutory/ Cost Auditor of M/s. ....

Sign & Stamp

**ANNEXURE-XIV OF OPEN TENDER DOCUMENT**

**ITT NO.PUR.2100015066 DATED: 23.10.2021**

**Format for Affidavit of Self Certification regarding Domestic Value Addition to be provided on Rs.100/- Stamp Paper Date:**

I \_\_\_\_\_ S/o, \_\_\_\_\_ D/o, \_\_\_\_\_ W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the Materials (Steel Ladle refractory set)- has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India wherein preference to domestically manufactured capital products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to take suitable action as per policy. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document (ITT No. Pur. 2100015066 DATED: 23.10.2021) and Make in India policy (Gazette No. G.S.R 385 (E) of Ministry of Steel, Government of India).

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed- **PLEASE MENTION THE DETAILS ACCORDINGLY**
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of inputs (imported) used to manufacture the Materials (Steel Ladle refractory set)- **PLEASE MENTION THE DETAILS ACCORDINGLY**
- x. List and total cost of inputs which are domestically sourced- **PLEASE MENTION THE DETAILS ACCORDINGLY.**
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house- **PLEASE MENTION THE DETAILS ACCORDINGLY AND ATTACH RELEVANT DOCUMENTS.**
- xii. For imported inputs, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost- **PLEASE MENTION THE DETAILS ACCORDINGLY.**

**For and on behalf of (Name of firm / entity)**

Authorized signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No.>**

**ANNEXURE-XV OF OPEN TENDER DOCUMENT**

**Terms related to Eligibility of a Bidder sharing land border with India or otherwise**

- I. **Bidder** from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person of firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Tender / RFx means :-
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary or an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose **beneficial owner** is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**IV. The *beneficial owner* for the purpose of (III) above will be as under:**

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest

in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V . An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note : Competent Authority for Registration, Procedure for Registration and Validity of registration shall be as per Office Memorandum No. F.No.6/18/2019-PPD Dated 23.07.2020 of Ministry of Finance, Govt. of India read with subsequent amendments (if any).**

**ANNEXURE-XVA OF OPEN TENDER DOCUMENT**

**ITT NO.PUR.2100015066 DATED: 23.10.2021**

**FORMAT OF SELF-DECLARATION FROM "BIDDER"**

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 RFx / ITT No. .... DATED: .....

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I have read the clause regarding restrictions on procurement from a bidder and on sub-contracting to contractors of a country which shares a land border with India;

I certify that we, M/s.....<Name of Tenderer> in the capacity of Bidder submit our Offer for supply of Materials .....(Name of Tendered Item) is not from such a country or, if from such a country, has been registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

I also certify that we, M/s.....<Name of the Firm on whom application Order is proposed to be placed> who would carry out Application job of the supplied Materials is not from such a country or, if from such a country, has been registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Further, I certify that we, M/s.....<Name of Tenderer> will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (Where applicable, evidence of valid registration by the Competent Authority shall be submitted with the request for sub-letting).

I hereby certify that we, M/s.....<Name of Tenderer> fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully  
(NAME)

for & on behalf of M/s.....  
(Signature and Name of the Bidder)

**Note: This declaration should be on the Letter-Head of the Bidder and should be signed by an authorized person duly furnishing the authorization from the Director / Proprietor (in case of Proprietary firm) / All Partners (in case of Partnership firm) of the Bidder.**

**ANNEXURE-XVI OF OPEN TENDER DOCUMENT**

**ITT NO.PUR.2100015066 DATED: 23.10.2021**

**Quantity distribution with preference for MSE & Class-1 Local Supplier**  
**(refer para 16.4 of Annexure -I to Tender)**

<b>Sl. No</b>	<b>No of sources required</b>	<b>2 (Two)</b>
1.1	<b>Where L1 is Local MSE &amp; MII Cls1</b>	2/3 - L1 Local MSE&MII Cls1 1/3 - Others
1.2	<b>Where L1 is Local MSE &amp; Non MII Cls1</b>	2/3 - L1 Local MSE 1/3 - MII Cls1
2	<b>Where L1 is AIMSE &amp; MII Cls1</b>	
	A In case there is/are eligible Local MSE/s	2/3 - Local MSE 1/3 - L1 AIMSE & MII Cls1
	B In case there is no eligible Local MSE	2/3 - L1 AIMSE & MII Cls1 1/3 - Others
2.1	<b>Where L1 is AIMSE &amp; Non MII Cls1</b>	
	A In case there is/are eligible Local MSE/s	2/3 - Local MSE 1/3 - L1 AIMSE
	B In case there is no eligible Local MSE	2/3 -L1 AIMSE 1/3 - MII Cls1
3	<b>Where L1 is MII Cls1 &amp; Non MSE</b>	
	A In case there is/are eligible Local MSE/s	2/3 - Local MSE 1/3 - L1 MII Cls1 & Non MSE
	B In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 MII Cls1 & Non MSE 1/3 - AIMSE
	C In case there is no eligible Local MSE or AIMSE	2/3 - L1 MII Cls1 & Non MSE 1/3 - Others
3.1	<b>Where L1 is Non-MSE &amp; Non MII Cls1</b>	
	A In case there is/are eligible Local MSE/s	2/3 - Local MSE 1/3 - L1 Non-MSE & Non MII Cls1
	B In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 Non-MSE & Non MII Cls1 1/3 - AIMSE
	C In case there is no eligible Local MSE or AIMSE	2/3 -L1 Non-MSE & Non MII Cls1 1/3 - MII Cls1

- MII Cls1 : Make in India Class-1 Local Supplier
- AIMSE: All India MSE