VOLUME – I TO TENDER NOTICE NO.: NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016

DUE DATE & TIME: 15.00 HRS (IST) OF 23.05.2016

Tender document downloaded from www.ninl.in by

Messers: ______________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

(Signature and seal of the tenderer)

The Bid Money is submitted with the tender by

DD No./ B.G.No______________________ dated ______________ for ______________

of ___________________________________________ Bank ________________ Branch

BG Validity_____________________________ & Operability___________________________

(Signature and seal of the tenderer)
NEELACHAL ISPAT NIGAM LIMITED
KALINGANAGAR, DUBURI - 755 026, ORISSA,

Ph. (06726) 264009/264031 FAX: (06726) 264032

NIT No: NINL/CM/CRK/SM-CON-580/NIT-049 DT-06.05.2016

NINL invites firm bids for Tundish Refractories for open casting along with nozzle changer mechanism on cost per set basis. Last date of submission of Bid is 15.00 hrs of 23.05.2016.

Details of tender may be downloaded from the web site www.ninl.in. Contact person: Sr. Manager (commercial)/Manager (Commercial) E-mail: pramod@ninl.in/ckar_ninl@yahoo.co.in. Any addendum/corrigendum to this tender notice shall be published only in above website.

Dy General Manager (Commercial)
NEELACHAL ISPAT NIGAM LIMITED

Tender for Procurement of Tundish Refractories for open casting along with Nozzle Changer Mechanism On cost / set basis

TENDER NOTICE NO.: NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016

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Notice to Invitation to Tender No.: NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016
For Procurement of Tundish Refractories for open casting along with Nozzle Changer Mechanism on cost / set basis.

(OPEN TENDER FOR PARTICIPATION OF DOMESTIC AS WELL AS FOREIGN VENDORS FROM ELIGIBLE SUPPLIERS)

1.0 Neelachal Ispat Nigam Limited (NINL) invites sealed bids in two parts (Part-A Techno Commercial Bid and Part - B Price Bid in separate envelopes) towards Procurement of Tundish Refractories for open casting along with Nozzle Changer Mechanism on cost / set basis for SMS in conformity with the specification and Scope given in Annexure – II to NIT.

2.0 NINL intends to purchase quantity of 400 Sets of Tundish Refractory for SMS.

3.0 Bids in a sealed envelope shall be received up to 15 Hours (IST) on 23.05.2016 and Techno Commercial part of the bid (Part-A) shall be opened immediately thereafter in the presence of authorized representatives of the tenderers who choose to be present. Price bids (Part- B) of technically and commercially accepted tenderers shall be opened on a later date, under separate intimation to them, in the presence of their authorised representatives who may choose to be present.

4.0 The offer should be submitted in sealed envelope clearly superscribing “Tender for Procurement of Tundish Refractories (Open Casting) along with Nozzle Changer Mechanism on cost / set basis " against Tender No NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016 due on 23.05.2016 at the office of DGM (Commercial), Purchase Wing, 2nd Floor, Neelachal House, Kalinga Nagar, Duburi – 755026 (ODISHA) – 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 updating done to their original offer. NINL reserves the right to open the original offer along with revised offer(s).

6.0 Each tender shall be considered only if the Bid money in Indian Rupees/US$ is submitted for an amount of Rs.2,00,000.00 (Rupees Two lakh only) or US$ 3,100.00 (US Dollar Three Thousand One Hundred only) in the form of Crossed Demand Draft (DD) / Bank Guarantee (BG), having validity of minimum 6 months period from tender due date & payable at Bhubaneswar in favour of “M/s. Neelachal Ispat Nigam Limited”. Tenders received without Bid Money of requisite value will not be considered by NINL. Please refer Cl.No.15.0 of Annexure-I.

7.0 The successful tenderer has to execute a performance guarantee bond in the form of a Bank Guarantee for 10% of the order value on Landed cost basis/CIF cost (as the case may be) to be received at NINL before commencement of supplies or 30 days from date of Purchase Order whichever is earlier (Please refer Annexure-VIII to NIT).
8.0 EVALUATION: All the tenders shall be evaluated on the basis of landed Cost Net of CENVAT price (LCNC) per set basis.

8.1 NINL shall resort to reverse e-auction prior to opening of sealed price bids. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 8.3 below. In reverse e-auction the bidders would be required to quote prices only on the basis of landed Cost net of CENVAT/VAT price per Set at NINL stores basis. Only such tenderers whose offers are techno-commercially accepted shall be permitted to participate in Reverse e-Auction.

8.2 After the Reverse e-auction is conducted, the sealed price bids of all the TA & CA tenderers, who have participated in the reverse-auction shall be opened within a short duration i.e., within 2 working days. Based on the prices so received through reverse e auction and the sealed price bids received along with the Techno-Commercial offers, a composite comparative statement shall be made considering the lower of the prices (i.e., sealed price bid prices and Reverse e-Auction prices) of all the tenderers. Placement of order shall be considered on the L1 price (LCNC) so arrived.

8.3 The schedule & details of Reverse e-auction event shall be communicated by the service provider M/s. Mjunction Services Limited (MJ) to the eligible/ prospective bidders.

8.4 TA & CA tenderers would be authorized to quote their Landed Cost Net of CENVAT/VAT (LCNC) price / set only on reverse auction to be conducted by MJ on a fixed time and date. Modalities of evaluation of landed net of Cenvat/VAT price is given at clause No-4 of Instructions to Tenderers (Annexure-I to NIT).

8.5 Exchange rate prevailing on one day before the scheduled date of reverse e-Auction will be taken for making composite comparative statement (of reverse e-Auction and sealed price bid), in case Reverse e auction is conducted. Exchange rate of State Bank of India (SBI) Bill of Selling Rate as on the date of opening of the Sealed Price Bids shall be considered for evaluation of the offers in case only Sealed Price Bids are considered. In case of order on Import source, the payment shall not exceed LCNC so arrived in INR. The exchange rate prevailing on the day before the scheduled date of reverse e-auction shall be taken to arrive at LCNC in INR.

9.0 NINL 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 NINL on its website.

10.0 NINL shall not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

11.0 Notwithstanding anything specified in this Tender Documents, NINL, 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.
12.0 At any time prior to the deadline for submission of the bids, NINL may for any reason modify the tender terms and conditions by way of an amendment or Corrigendum. Such amendments or Corrigendum will be only notified on NINL's website at regular intervals. Therefore the tenderers should refer to NINL's website regularly for any corrigendum.

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ANNEXURE I TO NIT NO. : NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016
INSTRUCTIONS TO TENDERERS

1.0 Tenderers who have not supplied Tundish refractories to NINL earlier but who are Manufacturers / Suppliers of Tundish Refractories to other integrated Steel Plants shall furnish self attested information / documents covering the following aspects:
   a. Detailed information of the Manufacturer / Supplier.
   b. Documents showing the exact nature of ownership should be submitted.
   c. Production capacity of Tundish refractories and average annual production in the last three years.

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

1.2 Tenderers who may be a supplier offering on behalf of a principal manufacturer, shall furnish in original the Letter of Authority of the concerned manufacturers, specifically authorising the said supplier to make an offer in response to this Invitation to Tender. Such tenderers shall, in addition, furnish all the data as called for in Paragraph 1.0 above. The Letter of Authority should be as per the format enclosed at Annexure – III of NIT and this should be submitted along with Part-A of Tender Documents i.e., Techno-commercial Bid.

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

1.4 Eligibility criteria:
   a. Manufacturers who have successfully executed orders in the form of supply and application of minimum 280 sets of Tundish Refractories along with nozzle changer mechanism to any of the PSU Steel Plant/ Public Limited Company or any Indian Integrated Steel Plant of capacity minimum 1.0 million tons HM on Total Tundish Management basis in the 5 (five) preceding years ending on 31/03/2016 and have achieved a minimum life of 5 heats or equivalent 6 hrs of continuous casting shall be considered eligible to participate in this tender, provided they submit the following documents:
      i) Copies of the orders executed in the preceding 5(five) years.
      ii) Performance certificate to the effect of successful execution / completion certificate.
      iii) Supporting document / declaration to substantiate bidder as manufacturer.

   Note:
   a) Trial order quantity shall not be considered for tender evaluation.
   b) All the above documents shall be self attested for genuinity.

b. Average Financial annual turnover of the tenderer during last three years as per guidelines ending 31st March of previous financial year shall be at least Rs 2.5 Crores in the business for which he is participating in the tender. Audited annual account for last three years shall be furnished along with techno-commercial bid in support of the same.

c. NINL reserves the right to call for original documents for verification at any time during tendering, evaluation along and/ or the execution of the contract. In case of any documents/information submitted by bidder(s) found to be false or containing any misrepresentation of having any fraudulent declaration in it, then in such eventuality, legal action (including cancellation of contract, banning of business dealing, damages criminal proceedings etc.) as deemed fit may be initiated against the bidder

1.4.1 In the absence of the compliance of the eligibility criteria mentioned at para 1.4 above, tenderers will be treated as without eligibility criteria and offer will not be considered.
2 Number of Sources:
The tendered quantity shall be considered for placement of order from only one source i.e. from only one Techno-commercially acceptable tenderer as per the basis of evaluation mentioned in this tender document.

3 QUOTING OF PRICE(S):
(i) The price of the Material offered should be quoted in Indian Rupees or US Dollars or any other foreign currency on per set basis. The basis of arriving cost per heat is explained under clause '4.9'.
(ii) The prices quoted by the tenderer should be firm till execution of Order.
(iii) In case of Indigenous Supplies, the price quoted should be on FOR NINL Stores basis indicating the applicable taxes, duties, levies and Freight separately.
(iv) In case of import offers, suppliers having office and warehouse registered in India should quote on FOR NINL STORES basis indicating applicable taxes, duties, freight, insurance etc as indicated above giving break-up CIF Price.
(v) In case of import offers, where the suppliers cannot offer price on FOR Destination basis, the price of the MATERIAL offered can be quoted on the basis of CIF Kolkata, giving break up of FOB Price, Freight, marine insurance indicating name of loading port. Their LCNC price shall be calculated on the basis of

clause b-3 Foreign Suppliers to furnish the following details in the techno-commercial bid.

| A | Number of Pallets required per Set. |
| B | Dimensions, Gross and Net weight of each Pallet. |
| C | Type and Number of Containers required per Set |
| D | Country of Origin |
| E | Customs Tariff Number |
| F | Load port details |

4 Basis of Price Evaluation & finalization of Order:
4.4 All the offers shall be evaluated and compared based on Landed Cost Net of Cenvat/VAT basis (LCNC) on per Set basis at NINL Stores. Modalities of evaluation of landed net of cenvat price is given below.
4.5 In case of domestic suppliers, Landed Cost is arrived at after considering all costs i.e., quoted price of material including packing charges & freight, taxes & duties and the CENVAT credit and Odisha VAT credit, application & maintenance charges, service tax, cenvat credit on service tax. (Presently NINL is availing 100% credit towards Odisha VAT. For Excise, the CENVAT credit availed by NINL is 100% ). The price arrived at is LCNC price i.e Landed Cost Net of CENVAT. The bidders has to quote their price on LCNC basis as per the price format (under indigenous offer)
4.6 In case of Foreign suppliers, Landed Cost is arrived by converting quoted CIF (Kolkata port basis) value into Indian Rupees with further downstream costs such as landing charges, all applicable duties & taxes for imports, CHA charges, inland freight and insurance, port charges, Bank charges etc. The bidders has to quote their price on LCNC basis as per the price format (under import offer)
4.7 For the purpose of comparison of offers, offers for Imported Supplies shall be converted into INR (Indian Rupees) by adopting the Bill Selling rate of State Bank of India applicable one day before the date of conducting reverse e-auction and Landed Cost Net of Cenvat/ VAT basis (LCNC) per Set arrived at for NINL Stores. In case of order on Import source, the payment shall not exceed LCNC so arrived in INR. The exchange rate prevailing on the day before the scheduled date of reverse eauction shall be taken to arrive at LCNC in INR.
4.8 The prices quoted by the tenderer for the quantity offered should be firm till execution of order.
4.9 The prices quoted by the tenderer shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between the price quoted in figures and words, the price quoted in words shall prevail.
### Evaluation of Offers for Determining Landed Cost Net of CENVAT (LCNC) Price:

#### Indigenous Offer with CST

<table>
<thead>
<tr>
<th>Description</th>
<th>AMOUNT (Rs) / set</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Basic Price (BP) #</td>
<td>A</td>
</tr>
<tr>
<td>II Packing &amp; forwarding Charges if any</td>
<td>B</td>
</tr>
<tr>
<td>III Excise Duty @ 12.50% *</td>
<td>C = (A+B) x 12.50%</td>
</tr>
<tr>
<td>IV Sales Tax CST @ 2% *</td>
<td>D = (A+B+C) x 2%</td>
</tr>
<tr>
<td>V Freight (Ft)</td>
<td>E</td>
</tr>
<tr>
<td>VI Insurance Charges (Ins) #</td>
<td>F</td>
</tr>
<tr>
<td>VII Sub Total</td>
<td>G = A+B+C+D+E+F</td>
</tr>
<tr>
<td>VIII Entry Tax @ 1% on VII</td>
<td>H = G x 1%</td>
</tr>
<tr>
<td>IX Landed Cost</td>
<td>I = A+B+C+D+E+F+G+H</td>
</tr>
<tr>
<td>X Net of CENVAT (SUPPLY)</td>
<td>J = I - C</td>
</tr>
<tr>
<td>XI Application and Maintenance charges</td>
<td>K</td>
</tr>
<tr>
<td>Xii Service Tax as applicable (at present 14.5%)</td>
<td>L = K x 14.5%</td>
</tr>
<tr>
<td>Xiii Total cost of application and maintenance charges per set</td>
<td>M = K + L</td>
</tr>
<tr>
<td>Xiv LCNC price of application and maintenance charges per set</td>
<td>N = M - L</td>
</tr>
<tr>
<td>Xv TOTAL COST (LCNC / SET) i.e. supply + Appl. &amp; Maint. chgs</td>
<td>O = J + N</td>
</tr>
</tbody>
</table>

#### Indigenous Offer with Odisha VAT

<table>
<thead>
<tr>
<th>Description</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Basic Price (BP) #</td>
<td>A</td>
</tr>
<tr>
<td>II Packing &amp; forwarding Charges if any</td>
<td>B</td>
</tr>
<tr>
<td>III Excise Duty @ 12.50% *</td>
<td>C = (A+B) x 12.50%</td>
</tr>
<tr>
<td>IV SUB TOTAL – A</td>
<td>D = (A+B+C)</td>
</tr>
<tr>
<td>V VAT @ 5% * (Odisha Vat as applicable for the items quoted)</td>
<td>E = (A+B+C) x 5%</td>
</tr>
<tr>
<td>VI Freight (Ft)</td>
<td>F</td>
</tr>
<tr>
<td>VII Insurance Charges (Ins)</td>
<td>G</td>
</tr>
<tr>
<td>VIII TOTAL</td>
<td>H = A+B+C+D+E+F+G</td>
</tr>
<tr>
<td>IX Entry Tax @ 1%</td>
<td>I = H x 1%</td>
</tr>
<tr>
<td>X Landed Cost</td>
<td>J = H + I</td>
</tr>
<tr>
<td>XI Less CENVAT CREDIT</td>
<td>K = J - C</td>
</tr>
<tr>
<td>XII Less Input Tax Credit on VAT</td>
<td>E</td>
</tr>
<tr>
<td>XIII Net of CENVAT (SUPPLY)</td>
<td>L = K - E</td>
</tr>
<tr>
<td>Xi Application and Maintenance charges</td>
<td>M</td>
</tr>
<tr>
<td>Xii Service Tax as applicable (at present 14.5%)</td>
<td>N = M x 14.5%</td>
</tr>
<tr>
<td>Xiii Total cost of application and maintenance charges per set</td>
<td>O = M + N</td>
</tr>
<tr>
<td>Xiv LCNC price of application and maintenance charges per set</td>
<td>P = O - N</td>
</tr>
<tr>
<td>Xv TOTAL COST (LCNC / SET) i.e. supply + Appl. &amp; Maint. chgs</td>
<td>Q = L + P</td>
</tr>
</tbody>
</table>

### Evaluation of Import Offers for Determining Landed Cost Net of CENVAT (LCNC) Price

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>AMOUNT (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I CIF Value at Kolkata Sea Port in USD # (Or CIF Value in quoted currency) [Cost + Insurance + Freight]</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>II Exchange Rate (Rs.) as on date of RA</td>
<td>Say @ 'B' / USD</td>
<td>C = AB</td>
</tr>
<tr>
<td>iii CIF Price (in Rs.)</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>iv Landing Charges</td>
<td>1%</td>
<td>D = C x 1%</td>
</tr>
<tr>
<td>v Assessable Value</td>
<td></td>
<td>E = C + D</td>
</tr>
<tr>
<td>vi Customs Duty @ 5% *</td>
<td>5.00%</td>
<td>F = E x 5%</td>
</tr>
<tr>
<td>vii CVD @ 12.5% *</td>
<td>12.5%</td>
<td>G = (E + F) x 12.5%</td>
</tr>
</tbody>
</table>
**Viii**  SAD (Special Additional Duty) @ 4%  
4%  
I = (E+F+G+H) x 4%

**ix**  Clearing, Handling and inland transportation & insurance charges (8% on CIF #), [Import suppliers can quote directly the above charge in applicable currency, Please refer “QUOTING OF PRICE(S)”, clause ‘o’)  
8% #  
J = C x 8%

**x**  Entry Tax @ 1%  
1%  
K = (C+F+G+H+I+J) x 1%

**xi**  Loading Payment Factor @ 16.75% on customs duty & clearing, handling & inland ft and ins  
On (vi+vii+viii+ix+x)  
*16.75%/12  
L = (F+G+H+I+J) x 16.75% / 12

**xii**  Landed Cost  
M  
\[ M = \frac{C+F+G+H+I+J+K+L}{16.75%/12} \]

**xiii**  Less CENVAT CREDIT i.e CVD & edu cess + SAD  
N = G + I

**xiv**  Net of CENVAT (SUPPLY)  
O = M – N

**xv**  Application and Maintenance charges (in Indian currency)  
P

**xvi**  Service Tax as applicable (at present 14.5%)  
Q = Px14.5%

**xvii**  Total cost of application and maintenance charges per set  
R = P+Q

**xviii**  LCNC price of application and maintenance charges per set  
S = R-Q

**Xix**  TOTAL COST (LCNC / SET) i.e. supply + Appl. & Maint. chgs  
T = O+S

- * Statutory Levy (Rulling at the time of offer)
- # Assumption

5 Delivery:

a) NINL’s requirement is commencement of supply within 6-8 weeks of placement of Letter Of Acceptance/Order. However, actual delivery to be made as per requirement of Refractory Department, NINL. The Bidder should indicate the earliest (best) delivery in their offer. NINL reserves the right to alter the delivery requirement according to stock position.

b) The period of delivery is the essence of the contract. In case of imports supplies, the date of arrival of material at Kolkata Seaport shall be the date of delivery in respect of each consignment. In case of indigenous supplies, the date of receipt of material at NINL’s stores shall be the date of delivery in respect of each consignment.

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

6 Payment Terms:

The supplier shall be paid on the basis of Rupees / foreign currency per heat for the number of heats achieved by the sets as per following conditions. For the purpose of payment, this “rupees / foreign currency per heat” is the basic price of the set (excluding freight, packing, taxes and duties) divided by minimum guaranteed life (i.e. 05 heats).
(i) **Initial payment:** 100% payment towards taxes, duties, packing & forwarding and freight & insurance shall be released within 30 days against GARN and supported by relevant documents.

(ii) **Balance Payment:**
The balance payment payable / deductible shall be made on monthly basis for the total no. of sets used and based on heat performance on Rs/heat basis for the completed sets made in the previous month through supplier’s tundish sets as per clause (iii), basis of payment.

Purchaser’s authorized representative shall issue a performance certificate for the executed sets at the end of every month on submission of detailed performance report for the executed sets in that month by the supplier along with material receipt and consumption documents / reports. The payment shall be made within 30 days from the date of submission of applicable documents.

(iii) **Basis of Payment:**
The balance amount shall be calculated as follows:

<table>
<thead>
<tr>
<th>SL NO</th>
<th>HEAT PERFORMANCE</th>
<th>PAYMENT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Less than 1 Heat</td>
<td>No payment shall be made for the set</td>
</tr>
<tr>
<td>2</td>
<td>1 Heat</td>
<td>$0.5 \times Rs/heat \times 1$ for the set</td>
</tr>
<tr>
<td>3</td>
<td>2 Heats</td>
<td>$0.6 \times Rs/heat \times 2$ for the set</td>
</tr>
<tr>
<td>4</td>
<td>3 Heats</td>
<td>$0.7 \times Rs/heat \times 3$ for the set</td>
</tr>
<tr>
<td>5</td>
<td>4 Heats</td>
<td>$0.8 \times Rs/heat \times 4$ for the set</td>
</tr>
<tr>
<td>6</td>
<td>5 Heats and above</td>
<td>$(1.0 \times Rs/heat \times 5) + (0.5 \times Rs/heat \times life achieved beyond 5 heats)$ for the set</td>
</tr>
</tbody>
</table>

- Any reason for not achieving the targeted performance for any operational reason or otherwise, attributable to NINL, the party shall not be responsible for the same. In that case, the party shall be entitled for 100% payment per Set. However the decision of NINL in this regard shall be treated as final.
- If the reasons of failure for not achieving the guaranteed tundish life is due to plant failures or casting is terminated due to operational reasons, 100% payment for the set shall be made to the party.
- In case of nil payment as above only cenvatable excise duty paid by the party shall be reimbursed to the party.

(iv) **PENALTY:**
A penalty of Rs. 1,00,000.00 will be imposed for each of the following instances:
- Any case of failure of any refractory or Nozzle Changer component resulting in metal leakage/casting termination
- Any failure of Nozzles resulting in termination of casting.

A Penalty of Rs. 50,000.00 will be imposed for each of the following instances:
- Displacement/Floating of Tundish furniture during casting.
- Damage to permanent lining due to penetration of metal from the working lining.

7 **Taxes & Duties:**

(i) In case of Imported Supplies, the successful tenderer shall be entirely responsible for all taxes, stamp duties, License fees and other such levies imposed outside India and the price quoted shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.
(ii) In case of indigenous supplies, the prices quoted should be FOR NINL 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. For supplies on CST basis, C-Form, if required shall be issued by NINL. The prices shall remain firm and fixed till execution 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 successful tenderer.

For CST Vendors, Entry Tax shall be paid directly by NINL. However the same shall be included while calculating LCNC price. In case of supplies from Odisha State, the tenderer should be registered under VAT and shall submit VAT Invoice to enable NINL to avail the Input Credit. Evaluation of such offers shall be done considering this credit that would be available to NINL.

(iii) CENVAT DOCUMENTS: In case of indigenous supplies, the Seller shall despatch materials on door delivery basis ensuring that the ED Gate Pass ‘duplicate copy’ for the transporter (for availing CENVAT) and “Tax Invoice” (for availing VAT) is handed over by the transporter to NINL. In case of non-submission of this document, the amount equivalent to the loss of CENVAT/VAT shall be recovered from the amount due.

8 Transit Insurance:

In case of imports, the PURCHASER shall, at his own expense arrange for suitable Marine Insurance cover for the entire MATERIAL to be delivered by the SUPPLIER. In case of indigenous supplies, Transit Insurance shall be within the scope of supplier and supplier has the full responsibility for delivering the complete sets at Purchaser’s Stores. In case of any damage, loss found on receipt, the same shall be replaced by the supplier free of cost.

9 Indian Agents of Foreign Suppliers/Contract Agencies:

(i) NINL shall deal directly with Foreign Suppliers/ Tenderers and would prefer not to entertain involvement of any Agent /Agency/ Intermediary.

(ii) In case a Foreign Supplier / Tenderer desires to avail services of an Indian Agent / Agency / Intermediary related to their tenders or orders, the following details shall be furnished in the offer.

   a) Authorization Certificate as per the format at Annexure - III.

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

   c) Confirmation of the Tenderer that the commission/ remuneration / service charges, if any, payable to his Indian agent, shall be paid by NINL in India in Indian Rupees. In addition, any other relevant details as may be asked for by the PURCHASER subsequently shall also be furnished by the Tenderer.

(iii) The Indian agent’s commission/ remuneration / service charges, if any should be included in the quoted prices and indicated separately.

(iv) Failure to adhere to the above or furnish correct and detailed information as called for herein above, will render Tenderer’s bid liable to rejection or in the event of an agreement materializing,
the same is liable to termination by NINL. Besides this, there would be a penalty of banning business dealings with NINL or damage or payment of a named sum.

(v) The Agency commission, if any, payable to Indian agent which will be released to the concerned Indian agent in Indian rupees only on the basis of the Invoice submitted as per the tender / contract payment terms.

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

(vii) Registered agent needs to submit before the placement of order by NINL, an Original certificate issued by his foreign supplier / contract agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement.

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

10 Statement of Deviation :

(i) 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 Proforma at Annexure-V of this Instructions to Tenderers, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of NINL's terms and conditions in Techno Commercial Bid.

(ii) 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. However, the tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of NINL

(iii) No revision in the terms and conditions of the offer will be entertained after the tender opening.

11 Loading on Account of Deviations:
In case of deviations from NIT terms, if acceptable by NINL, the same shall be considered with suitable loading for the purpose of comparison with other offers. The general principle is to load for the additional financial implication to which NINL may possibly be exposed on account of such deviation. The decision of NINL in this regard shall be final.

12 OFFER VALIDITY: Bidders shall keep their offer firm and valid for acceptance by NINL for a minimum period of 90 days from the date of TOD for placement of order to the successful vendor.

13 EARNEST MONEY DEPOSIT (EMD):

i) Each tender shall be considered only if Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lac only) in the form of Crossed Demand Draft (DD) / Bank Guarantee (BG) having validity of minimum 6 months period from tender due date & payable at Bhubaneswar in favour of “M/s. Neelachal Ispat Nigam Limited” is submitted in PART – I EMD envelope. Foreign bidders can submit Earnest Money Deposit (EMD) in US Dollars in the form of Crossed Demand Draft (DD) / Bank Guarantee (BG) payable at Bhubaneswar for an amount USD 3100 (US Dollars Three Thousand One Hundred only).
ii) Tenders received without EMD of requisite value will be summarily rejected. Previous deposits with NINL, if any, by way of EMD, Security Deposit or any other kind of Deposit or financial security cannot be adjusted for this purpose and offers with such requests shall be treated as without EMD.

iii) The EMD shall be encashed by NINL without any further reference to the tenderer and forfeited in case the offer submitted is withdrawn or modified by the tenderer in a manner not acceptable to NINL, before expiry of validity.

iv) The following categories are exempted from submission of EMD:
   1. Central/State Govt/Public Sector undertakings of India.
   2. 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.

SSIs/MSEs need to submit Notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

14 PERFORMANCE BANK GUARANTEE
   i. Successful tenderer shall furnish, within 15 days of issue order/contract, Performance Bank Guarantee (PBG) of 10% of order value in the form of BG (Bank Guarantee) from any Indian Nationalized Bank / Scheduled Commercial Bank and operable at Bhubaneswar Only in favor of NINL as per the approved format of NINL, valid till one year from the date of issue of BG.
   ii. PBG shall be for due & faithful performance of order/contract/performance of the material supplied and shall remain binding notwithstanding such variation, alteration or extension of time as may be made given, conceded or agreed between contractor & NINL.
   iii. The PBG is liable to be encased /forfeited/ appropriated towards any loss damages whatsoever that may be sustained by NINL, as a result of any act or omission on the part of the successful tenderer on violation of the terms and conditions of the contract.
   iv. The validity of PBG shall be extended on demand of NINL within the time frame of achieving guaranteed performance.
   v. The bank guarantee and/or any amendments(s) thereto shall be executed on a non-judicial stamp paper to be purchased in the name of the executing bank of requisite money value as required by NINL.
   vi. All bank charges shall be borne by successful tenderer.
   vii. PBG shall be returned after successful guaranteed performance duly certified by user department.
   viii. No claim shall lie on NINL either in respect of interest, if any, due to PBG.

15 Preparation of Tender:
   15.1 The offer shall be submitted in two parts;
       Part-A - Techno-Commercial Bid
       Part-B - Price Bid.
       in two separate sealed envelopes.
   15.2 Part-A in a sealed envelope should contain the following:
       1. Earnest Money Deposit (EMD).
       2. Documents for credentials of un-enlisted vendors of NINL as specified at Para 2.0 of Annexure
          - I.
       3. Annexure – II duly signed and stamped on each page.
       4. Declaration in original regarding Indian Agent, if any, as per the proforma given at Annexure-
          IV of this Instructions to Tenderers.
       5. Letter in original as a token of acceptance of the NINL terms and conditions mentioned in the
          tender, as per the proforma given at Annexure-V of this Instructions to Tenderers.
6. Declaration of particulars as sought at Annexure-VII of this Instructions to Tenderers.
7. Check list as per Annexure-VI.
8. The price schedule after blanking the prices (but indicating the percentage of taxes and duties levied in case of indigenous supply).

15.3 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.

15.4 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.

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

15.6 The sealed envelopes with Part-A & Part-B of the offer should bear, in Block capital letters, superscription “Tender for supply, application and maintenance of Ladle Refractories for SMS on cost / heat basis against Tender No. NINL/CM/CRK/SM-CON-580/NIT-XXX DATED XX.XX.2016 and should also bear superscription:

   Part-A: Techno-Commercial Bid, or
   Part-B: Price Bid.

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

15.7 The two envelopes as above should be placed in another envelope which should be addressed to the DGM (Commercial), Neelachal House, 2nd Floor, Commercial Dept (Purchase Wing), Neelachal Ispat Nigam Limited, Kalinga Nagar Industrial Complex, Duburi - 755026, ODISHA, India and should bear in Block Capital Letters the superscription “Offer in response to Tender No: NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016 due on 23.05.2016”. This envelope should also be sealed. The name and address of the Tenderer should be mentioned on this envelope as well.

15.8 Copies of the offer should not be sent to any other officer of NINL.

15.9 Offers received by NINL 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.

16 Evaluation and Rejection of Offers:

   (i) NINL evaluates technical and commercial acceptable offers on Landed cost net of Cenvat (LCNC) basis per Set at NINL Stores. This has been explained in detail at clause ‘n’ under "Basis of Price Evaluation & finalization of Order". Offers which deviate from the vital conditions (as illustrated below) of the tender shall be rejected.

   a) Non-Submission of tender documents duly signed and stamped.
   b) Variable price quoted (without any ceiling limit for such variation and PVC Clause) against requirement of firm price.
   c) Submission of in-complete offers, non-appending signature on the offer and on the prescribed formats.
   d) Receipt of offers after the due date and time and or by Fax/E-mail (unless specified otherwise).

   (ii) The Price quotations should be given in only in the price format and not in any other accompanying documents or statement. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

   (iii) Details of prices if mentioned in both techno-commercial as well as price bid, the price bid details shall be considered as final for evaluation.
17 Completeness of the Tender

(i) 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.

(ii) NINL shall at its discretion give equal opportunity to all the tenderers for clarification / rectification of any deficiencies in the tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of Order. In case of failure to rectify the deficiencies within the time given, the tender would be rejected / loaded as mentioned at clause ‘s’ and ‘t’ above. In case of rejection, Price Part of the tender would be returned unopened and Bid Money would be refunded.

18 Amendment to the Tender Terms and Conditions:

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

19 STATUTORY REQUIREMENTS:

Supplier shall abide Statutory Obligations as below:

i) Supplier shall be governed by all the statutory requirements as per Central/State/Local authorities.

ii) Supplier shall be responsible for ESI, EPF contributions for their workers.

iii) Supplier shall maintain necessary records and registration etc. as per statutory requirements and the prevailing company regulations from time to time.

20 INSURANCE:

The following insurance shall be the scope of Supplier –

i) Insurance of workmen’s Compensation Act.

ii) Third party Insurance covering accidents to persons and property.

iii) Insurance covering suppliers’ construction equipment.

iv) Personal Accident Insurance for suppliers’ staff/ personnel.

21 SAFETY:

i) All safety and security rules applicable to NINL shall be applicable for this work and all safety appliances needed for the work execution shall be supplied the supplier.

ii) All the workmen must be provided with PPEs and safety training must be employed.

iii) Safety of the workers employed by the contractor is entirely his responsibility.

iv) Supplier will be responsible for the conduct and behavior of their employees.

v) Before starting work, the contractor must get clearance from Safety Engineering Department, Contractor Labour Cell and obtain the labour license from concerned state government, wherever necessary for workman compensation and third party insurance for purpose of issuing gate pass by NINL’s Pass Section.

22 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.

23 **RIGHT TO VARY:**
   i) NINL reserves the right during the performance of the order to change the scope and or technical character of the work stipulated in the order. In case of such changes in the scope of work, the contract price and the time schedule for such changes shall be adjusted as mutually agreed.
   ii) NINL has also the right to suspend the work in whole or in part at any time by giving the contractor notice to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving notice of suspension the contractor shall stop work immediately.
   iii) NINL may at any time cancel the suspension notice for all or any part of the suspended work by giving written notice to the contractor specifying the part of work to be resumed and the effective date of withdrawal of suspension. The contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
   iv) In the event of suspension of work, NINL will not be liable to the contractor for any damage or loss or idle labor caused by such period of suspension of work.
   v) NINL reserves the right to terminate this order at any time by giving a prior notice without assigning any reason. The contractor shall stop the performance of the order from this effective date of termination and hand over all drawings, documents, materials etc. to NINL. NINL shall pay the cost incurred by the contractor to the proportionate contract value of the job based on percentage progress of the supplies duly certified by the NINL till the date of termination as compensation. No consequential damages shall be payable to the contractor by NINL in the event of termination.
   vi) After successful completion / performance of supply and application of material, NINL reserves the right to extend/amend the contract further up to full order quantity.

24 **Force Majeure :**
   The terms and conditions hereof shall be subject to Force Majeure. Neither company nor the supplier shall be considered as defaulter in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of any act of God, War, Hostilities, Revolution of Civil commotion, Epidemic or because of any law and order proclamation, regulation of Ordinances of any Government or any subdivision thereof, or local authority, or because of any other cases such as in a case of shut-down of plant affecting the production whether or similar or dissimilar nature which is beyond the reasonable control of the party affected.

25 **Liquidated Damages:**
   Time is the essence of the Contract. For deliveries beyond the date agreed, Liquidated damages not by way of Penalty shall be levied at the rate of 0.5% of the contract value of the goods delayed for every delayed week or part thereof subject to a maximum of 5%.

26 **DEFAULT:**
   Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the contract 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 contract as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide 24.0 herein above.
27 **RISK PURCHASE:**
In case the contractor fails to fulfill the contractual obligations during the tenure of contract, NINL reserves right to carry out the job by alternative sources at the risk & cost of the defaulting contractor. The price differential if any shall be at defaulting contractor cost.

28 **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. 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.

29 **Transfer and Sub-Letting**
29.1 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.
29.2 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.
29.3 The SUPPLIER shall be entirely responsible for the execution of the Order by the subcontractor, if any, permitted by the PURCHASER.
29.4 Supplier has to fulfill the conditions laid down by Safety Department of NINL for carrying out application & Maintenance job. For non-compliance of Safety Appliances penalty shall be levied as per the norms fixed by Safety Dept. of NINL and which is subject to change from time to time.
29.5 The supplier shall be responsible for fulfillment of all the statutory rules and regulations laid down by Contract Labour Cell and Safety Dept of NINL which are subject to changes from time to time.
29.6 In case the supplier is required to sublet the application & maintenance work to a sub-agency, then in such cases the responsibility of fulfillment of statutory requirements of Contract Labour Cell & Safety Dept. of NINL as mentioned above, fulfillment of performance guarantee, ensuring supervision during relining and while in circulation, payment of wages to workers in case of failure to do so by the sub-agency etc. shall be with the supplier.

30 **ARBITRATION**
i) All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance there of shall be binding on the parties. The Arbitrator/Arbitrators will give reasoned award.

ii) Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment
due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

iii) The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

****
1 Scope of Work, Quantity & Working Environment:
   a. SCOPE OF WORK & SPECIFICATION: Supply, application & Maintenance of Tundish Refractories for Open Casting along with Nozzle Changing Mechanism in six strand billet caster on Total Tundish Management basis

b. Tender Quantity

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description/ Specification</th>
<th>Tendered Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tundish Refractories for Open Casting along with Nozzle Changing Mechanism on cost / set basis.</td>
<td>400 sets (Minimum guaranteed Life for 400 sets : 400X5 = 2000 Heats @ 5 heats per Tundish)</td>
</tr>
</tbody>
</table>

c. WORKING ENVIRONMENT:
Casting medium & Low Carbon steels, C- 0.24 to 0.80%, Mn-0.7 to 1.5%. Vertical Convex mould (1000mm height) with Casting radius-9.0 m x 6 strands, Automatic Mould level control with EMS. Mould oscillation: Electro Mechanical Mould Oscillator, Frequency 40-200 cpm, stroke 4.7-15.5 mm . Average casting speed: 100 mm sq: 5.0 mts/min & 150 mm sq: 3.3 mts/min. Range of Casting time is 45-60 mins.
This machine is provided with Tundishes of 32 Tonnes (Overflow level) capacity and for Open Casting with Tundish Nozzles, the Tundish is provided with Casting Nozzle Manipulator (CNM) facilitating change of Casting Nozzle during casting. Original supplies are from M/s SMS Concast. We need Nozzle Changing Mechanism to replace CNM without alteration of the bolting positions on the Tundish shell and refractory material as per the requirement for successful casting. Any Tundish allocated to Contractor shall be handed over in the same condition at the end of the campaign / order by the contractor.

2 BILL OF MATERIAL :

Tenderer shall submit the bill of material for the tendered quantity along with the tender (Techno-commercial part). The bill of material should indicate supplier's proposed quantity, unit weight and quality for the execution of the order. Supplier has to ensure supply of material as per Bill of Material indicated and approved by NINL before placement of order. Any shortfall of supply from approved Bill of Material shall be liable for deduction of equivalent amount to the tune of cost of material which is not supplied. In addition to Refractory Components, Supplier shall supply requisite numbers of Nozzle Changer Mechanisms and spares on returnable basis for 6 nos of Tundishes which will be in circulation for execution of the order.

The following is the list of refractory items currently in use along with CNM mechanism. However the same is only for reference and the actual BOM is to be suggested by the Supplier based on the requirement for achieving the guaranteed life and suitability of the Nozzle Changer Mechanism.

List of Refractory Items for Tundish Working Lining for Open Casting
<table>
<thead>
<tr>
<th>SL.NO</th>
<th>ITEM DESCRIPTION</th>
<th>DRAWING REF.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Ladle Shroud</td>
<td>P-155-01 E</td>
</tr>
<tr>
<td>02</td>
<td>Gasket for ladle shroud</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Upper Nozzle</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>04</td>
<td>Lower Nozzle</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>05</td>
<td>Blank Plate for Open Casting</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>06</td>
<td>Well Block for Open Casting</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>07</td>
<td>Sleeve</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>08</td>
<td>Basic Spray Mass</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>Pouring Box</td>
<td>As per design of supplier</td>
</tr>
<tr>
<td>10</td>
<td>Bricks for fixing Pouring Box (230x115x65)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Mastic/HA Mortar for fixing of Nozzles</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Ramming Mass for Well Block fixing</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Castable for Patch Repairs of Permanent Lining</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Tundish Nozzle Filling Compound</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>List of Refractory Items for Tundish Permanent Lining for Open Casting</strong></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Castable for backup lining</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Impact Pad</td>
<td>155/IP/P/1</td>
</tr>
<tr>
<td>17</td>
<td>Other accessories for Back Up casting such as SS Anchors, Insulation Board, bitumen etc</td>
<td>As per design of supplier</td>
</tr>
</tbody>
</table>

**Note:**

a) The tentative quantity of permanent lining LC castable has been considered @ 12 Mt for one set. The quantity envisaged in this tender is for 4 Sets with a consideration of life of 500 heats / set.

b) Impact Pads to be supplied in requisite quantities as per the drawing, so that the same can be used in the existing Tundishes with permanent Lining during execution of the whole Order.

The supplies should be as per agreed/approved Bill of Material. The party will be allowed to amend the BOM with prior approval of NINL three times (max) during the full execution of order period based on the developmental needs and left over material lying at NINL at that point of time.

Any additional refractory items, if required for completion of the ordered sets, shall be supplied by supplier free of cost and invoice raised for NO PAYMENT. However, NINL may avail CENVAT credit against the relevant CENVATABLE documents submitted by the supplier and reimburse the same to the supplier. Any refractory material left after the execution of the order will be the property of NINL.
3 SUPPLIERS’S SCOPE:
Scope includes supply and application of all above refractories along with Nozzle Changing Mechanisms and maintenance of the same.

I. Supply and application of refractory material as per the Bill of Material.
II. The entire application, maintenance and servicing of the Nozzle Changing Mechanisms along with assembly (hydraulic cylinders etc) items, on round the clock basis shall be done by the Supplier.
III. The Supplier shall ensure availability of all refractory materials at site for preparation of tundishes for heat taking as well as the material planning and stock inventory to be done in accordance to NINL production requirement.
IV. Wherever feasible, equipments for unloading of the material at site will be provided by NINL. However, the unloading will be done under the supervision of supplier with their manpower.
V. Visual Inspection of back-up lining and patching of permanent lining (if required) of allocated Tundish with patch repair castable.
VI. Joint inspection of Tundishes with NINL for taking out the same from circulation for major repair / casting.
VII. Dismantling and cleaning of the damaged permanent lining with pneumatic breakers.
VIII. Welding of anchors and fixing of insulation boards.
IX. Handling and placement of forma for casting.
X. Casting of back-up lining after placement of forma with LC castable.
XI. Provide heating schedule for the permanent lining preheating and monitoring of the same with proper logging.
XII. Manual cleaning of the Tundish containing debris of working lining material or slag
XIII. Well Block fixing and ramming of the same and fixing of Tundish furniture like Pouring Box, Dams, Dam Guards, etc.
XIV. Application of Spray Mass with Spray Machine supplied by the Supplier on returnable basis.
XV. Ensure proper heating of Spray Mass and monitoring of the heating schedule with proper logging.
XVI. Fixing of Nozzles by using fixing jigs and ensure proper assembly of the Nozzle Changing Mechanisms.
XVII. Declare the Tundish ready for casting.
XVIII. After completion of casting removal of Nozzle Changing Machine parts from the Tundish for de-skulling of the Tundish.
XIX. The supplier shall take back Nozzle Changing Mechanisms, Spares, accessories and all left over mechanical items at the end of the contract period with prior approval of the Executing authority at SMS. The Supplier shall arrange for packing and transportation for taking the same outside NINL premises.
XX. Repair and running maintenance jobs are to be taken up immediately whenever such jobs are required in a Tundish. Delay due to non-availability of materials, spares or competent application/maintenance crew from the suppliers’ end will be viewed seriously.
XXI. Provide qualified Supervisors/Engineers (Technically competent) at site for job supervision and monitoring round the clock.
XXII. Provide all safety appliances to its Personnel and take all precautions to avoid accidents.
XXIII. Provide and maintain requisite nos of Nozzle Changing Mechanisms, Spraying Machine along with accessories and hose, castable mixer machine and accessories for permanent lining casting. The required spare parts for machines, tools, tackles for fixing/removal and fitting of Nozzle Changing Mechanisms and preparation of Tundish, are to be provided by the Supplier.
XXIV. Supplier will be responsible for application and handling of parts/spares of Nozzle Changing Mechanisms.
XXV. The Supplier will measure the Tundish Shell temperature every 15 minutes interval with the help of Infrared Thermometer provided by them. The casting would be discontinued if the measured shell temperature is found to be more than 300 Deg Centigrade, and the premature closure will be attributed towards material quality.
XXVI. Maintain all records related to performance/Stock and provide weekly/daily reports to the executing authority of NINL. Reports related material receipt, consumption, stock and performance of material supplied to be provided as NINL prescribed formats.

XXVII. Ensure proper housekeeping of the working area of Tundish preparation. This includes Tundish preparation Stand, Heating Stand area, Cooling Stand area, Storage area and the Floor in general.

XXVIII. Supplier may supply the material as per their own drawing and specification for achieving the guaranteed performance but the same should suit NINL’s Tundish and Casting Machine and should be done with prior consent of NINL. In case the Supplier wants to modify drawings / specifications and quality of material mentioned in the approved BOM, the same should also be done with the prior consent of NINL.

XXIX. The bidders are advised to visit the prevailing conditions at CCP of steel melting shop of NINL and acquaint themselves with the shop logistics and operational practices and to ensure fitment and compatibility with the existing system(s) in order to enable them to offer the most competitive product prior to submission of their offer. Claims on account of ignorance of site working condition shall not be entertained subsequent to submission of offer. For any clarification of technical matter, bidders may contact DGM – I/c (Steel) or his authorized representative, NINL, Duburi

4 NINL SCOPE:

- Shifting of Tundish from Caster at the end of casting to De-skulling/Cooling Stand and removal of Tundish Cover.
- Arrange for De-skulling of Tundish and placement on Cooling Stand for Tundish preparation
- Provide facilities such as Heating System, EOT Crane, Electricity, Gas, Oxygen, Air, Water, lancing pipes for execution of the job
- Provide metal Forma for permanent lining full casting.
- Provide space for storage of Tundish refractory materials
- Provide arrangement of Preheating system for Tundish on the Caster Platform
- Inspection and acceptance of prepared Tundish before taking for Casting
- Co-ordination for shifting of Tundish to Heating stand and pre-heat the Tundish for Spraying
- Co-ordination for shifting of Tundish to Spraying Platform.
- Co-ordination for fixing of Tundish Cover.

5 MINIMUM GUARANTEE LIFE

Minimum Guarantee Life per Tundish Set – 5 (Five) heats

6 Packing & Marking:

a) Spray Mass to be packed in poly-lined Jumbo Bags of maximum 1 MT capacity.

b) Nozzles are to be packed in card board boxes. These card board boxes are again to be packed in pallets of maximum 1 MT capacity.

c) Well blocks, Sleeves and Pouring Boxes should be supplied in pallets of maximum 1 MT capacity.

d) Ladle Shrouds are to be packed in Wooden Boxes with sufficient cushioning of maximum 20-25 nos per Box.

e) Castables and mortars are to be packed in 25 Kg HDPE bags and which in turn are to be packed in Jumbo Bags of max 1.0 MT capacity.

f) Bricks are to packed in pallets of maximum 1 Mt capacity
g) The supplier should ensure before dispatch of goods that each of the materials in embossed with the following:
   i) Name of the SELLER/ MANUFACTURER
   ii) Quality & Lot No/Batch No.
   iii) Description / Shape
   iv) Date of Mfg & Date of Expiry

h) Proper mention of quality, Item Name, weight, date of Mfg and name of consignee has to be embossed on each bag for bagged materials.

7 **Inspection:**
   Material to be despatched against contractor’s Test and Guarantee Certificates. However, NINL may inspect the materials at site on receipt, if required. Items not conforming to requirements with respect to physical dimensions or found defective on visual examination shall not be used. The supplier shall arrange free replacement of such materials within a reasonable time.

   The specification of each quality as indicated by supplier shall be guideline for audit check in case of any abnormality found during/after use.

8 **Test cum Guarantee Certificate**
   (i) The Supplier shall submit Test cum Guarantee Certificate along with every consignment and give guarantee for replacement in case of any deviations / manufacturing defects.
   (ii) Replacement of defective materials shall be made free of cost (including duties in India to Supplier’s account) at Purchaser’s site by the Supplier and the collection of the defective material to the Supplier’s works shall be the Supplier’s responsibility and shall be made at his expenses.

****
NOTE:
1. ALL DIMENSIONS ARE IN M.M.
2. TOLERANCE SHOULD BE ±0.5 M.M. WHEREVER NOT MENTIONED

DRG.NO.- 155/IP/P/1

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LETTER OF AUTHORITY FROM ESTABLISHED PRODUCER OF THE MATERIAL

To
Dy. General Manager (Commercial)
Neelachal Ispat Nigam Limited,
Commercial Department (Purchase Wing)
2nd Floor, Neelachal House
Kalinga Nagar Industrial Complex,
At/PO-Duburi - 755026, District-Jajpur

Dear Sir,

Sub: Your Tender Notice No NINL/CM/CRK/SM-CON-580/NIT-049 DATED 06.05.2016

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 NINL 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 application and Maintenance of Ladle Refractory against this Notice Inviting 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 TO NIT NO. : NINL/CM/CRK/SM - CON - 580/NIT-049 DT.06.05.2016

DECLARATION REGARDING INDIAN AGENT

To
Dy. General Manager (Commercial)
Neelachal Ispat Nigam Limited,
Commercial Department (Purchase Wing)
2nd Floor, Neelachal House
Kalinga Nagar Industrial Complex,
At/PO-Duburi - 755026, District-Jajpur

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

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

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

2. We are aware that the commission / remuneration, if any, payable to the Indian agent, shall be paid by you in India in Indian Rupees and accordingly we have submitted our offer.

Thanking you,

Yours faithfully,

Dated:................................................ (Signature and Seal of Tenderer)
ANNEXURE-V TO NIT NO. NINL/CM/CRK/SM-CON-580/NIT-049 DT-06.05.2016

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

Dy. General Manager (Commercial)
Neelachal Ispat Nigam Limited,
Commercial Department (Purchase Wing)
2nd Floor, Neelachal House
Kalinga Nagar Industrial Complex,
At/PO-Duburi - 755026, District-Jajpur

Dear Sir,

Sub: Your NIT No NINL/CM/CRK/SM-CON-580/NIT-049 DTD-06.05.2016

With reference to your Tender Notice No NIT-049 dated 06.05.2016 for supply, application and maintenance of Ladle refractories for SMS we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned tender.

** There are no other 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 'II' - Techno-Commercial Bid).

** Strike off whichever is not applicable.
CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO-COMMERCIAL BID – PART-A OF YOUR OFFER

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>TENDER TERMS</th>
<th>AS REQUIRED BY NINL</th>
<th>TO BE CONFIRMED BY CONTRACTOR ACCEPTED / NOT ACCEPTED</th>
<th>DEVIATIONS (IF ANY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; address of the Tenderer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Quantity offered</td>
<td>To confirm as per Cl. 1-b of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Scope of work, Technical specification and BOQ</td>
<td>To confirm as per Annexure II of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Delivery schedule</td>
<td>To confirm as per Cl.5.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Documents for Eligibility</td>
<td>To confirm as per Cl.1.4 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Payment terms</td>
<td>To confirm as per Cl.6.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Earnest Money Deposit</td>
<td>To confirm as per Cl.13 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Price Basis</td>
<td>To confirm as per Cl.3.0 &amp; 4.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Price firmness</td>
<td>To confirm as per Cl.4.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Insurance</td>
<td>To confirm as per Cl.8.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Packing and Marking</td>
<td>To confirm as per Cl.6.0 of Annex- II of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Validity of offer</td>
<td>To confirm as per Cl.12.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Test cum Guarantee Certificate</td>
<td>To confirm as per Cl. 8.0 of Annex-II of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Liquidated damages</td>
<td>To confirm as per Cl.25.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Default</td>
<td>To confirm as per Cl.26.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Risk Purchase</td>
<td>To confirm as per Cl.27.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Arbitration</td>
<td>To confirm as per Cl.30.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Force Majeure</td>
<td>To confirm as per Cl.24.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Performance Bank Guarantee</td>
<td>To confirm as per Cl.14.0 of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Indian Agent details</td>
<td>To confirm as per Cl.9.0 of Annex-I of NIT and Annexure IV of NIT (in case of imports only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Submission of Cenvat documents</td>
<td>To confirm as per Cl.7.0 (iii) of Annex-I of NIT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

..................................................  
Signature and Seal of the Tenderer
# ANNEXURE-VII TO NIT NO. NINL/CM/CRK/SM-CON-580/NIT-049 DT-06.05.2016

## DECLARATION OF PARTICULARS TO BE FILLED UP AND SUBMITTED ALONG WITH TECHNOCOMMERCIAL BID – PART-A OF OFFER

1. **Name and addresses (Registered and Correspondence) of the Tenderer:**
   - **a)** Name of Contact Person:
   - **b)** Phone Nos, Fax Nos, Mobile:
   - **c)** E-mail ids and Web addresses.

2. **Quantity offered in Sets**

3. **Name and addresses (Registered and Correspondence) of the Indian Agent, if any**

4. **Extent of authorization (extent of service rendered by agent)**

5. **For imports only**
   - **a)** Number of Pallets required per Set/Qty in each pallet
   - **b)** Dimensions, Gross and Net weight of each Pallet.
   - **c)** Number of Pallets required for total quantity offered
   - **d)** Type and Number of Containers required for total quantity offered

6. **Minimum lead time required for delivery of first lot**
   - **a)** Statutory Registrations:
   - **b)** CST/VAT No and Date
   - **c)** Central Excise No.
   - **d)** IT/PAN No.
   - **e)** Industrial/Trade License

7. **Country of Origin (In case of imports only)**

8. **Customs Tariff Number (In case of import only)**

9. **Load port details (In case of import only)**

10. **Place of Despatch (For Indigenous offers only)**

11. **Tenderer’s Bank account details**

12. **Currency quoted**
    - **a)** For Supply
    - **b)** For Application part (in Rs.)

13. **Details of the Contractor on whom Application order is to be placed (In case of import offers)**

---

**Signature and Seal of the Tenderer**
FORMAT FOR BANK GUARANTEE FOR PERFORMANCE

(To be established through any Nationalised / First Class Scheduled Bank at Bhubaneswar
and negotiable at their Counters )

M/s Neelachal Ispat Nigam Limited
IPICOL House, 1st Floor, Annexe
Janpath,
Bhubaneswar

Dear Sirs,

1. In consideration of your agreeing to accept Bank Guarantee towards Performance Guarantee of Rs.................. furnishable to you by M/s .................... (hereinafter called the “Contractor”) in terms of Contract no. .................. dated ............ with M/s Neelachal Ispat Nigam Limited (hereinafter called the “Purchaser”), the Contractor requested us to provide the guarantee to fulfill contractual obligation, we .................... (Bank Name) at the request of the Contractor, are holding in trust in favour of you the amount of Rs.................... and agree to pay to you on demand immediately without protest or demur or reference to the Contractor if the Contractor fails to perform all or any of their obligation under the said Contract. The decision of the Purchaser duly communicated in writing to the bank that the Contractor have failed to perform all or any of the obligations under the said Contract shall not be questioned by us but shall be final and conclusive irrespective of stand that can be taken by or on behalf of Contractors. The said amount of Rs.................... shall be paid forthwith on demand, without any conditions or proof whatsoever.

2. It is fully understood that this guarantee is effective for a period of ............... days from the date of issue and shall continue to be enforceable till six month thereafter and that we....................... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the purchaser.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractors and expiry of the relative guarantee period of the said Contract and after the Contractor had discharged all his obligations under the said Contract and produce a certificate of due completion of the work under the said Contract provided always that this guarantee shall in no event remain in force after the day of ................. without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on Account of any reason whatsoever we undertake to extend the period of guarantee on your request till such time as may be required by you.

5. We .........................(Bank) further agreed that the Purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract 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 said Contractor and/or forebear to enforce any of the terms and conditions relating to the said Contract and we shall not be released from our liabilities under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and and/or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractors or by any other manner whatsoever which under the law relating to the sureties would, but for this provision have the effect of releasing us from our liability under this guarantee.

6. We ......................... (Bank) further agree that the guarantee herein contained shall not be affected by the liquidation or winding up, dissolution or change in the constitution of the said Contractor.

7. Your right to recover the said sum of Rs......................... from us in any manner will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor and/or any dispute or disputes are pending before any officer, Tribunal or Court.
8. We have the power to issue this guarantee in your favour and the undersigned has full power to execute this guarantee under the power of attorney granted by the Bank.

9. We undertake that this Bank guarantee is “operable & enforceable” at …………Bank, ………………Branch at Bhubaneswar.

For and on behalf of
(Banker’s Name)

Branch Manager
(Banker’s Seal)

Signed and Delivered
For and on behalf of
the above Bank

Address ……………………………

CHECK LIST FOR BANK GUARANTEES

<table>
<thead>
<tr>
<th>Name of the contractor submitting BG:</th>
<th>Contractor Code:</th>
<th>PO No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank issuing BG:</td>
<td>Branch issuing the BG:</td>
<td></td>
</tr>
<tr>
<td>BG No.:</td>
<td>BG Date:</td>
<td></td>
</tr>
<tr>
<td>BG Value:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Signature and Seal of the Supplier
Date: ……………………..
VOLUME – II TO TENDER NOTICE NO.: NINL/CM/CRK/SM-CON-580/NIT-049 Dtd. 06.05.2016

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

Messers: ____________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

(Signature and seal of the tenderer)
Price Schedule for Tundish Refractories (In case of Imported Supplies)
Tundish Refractories for SMS on Supply, application & Maintenance basis

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Price (US$ or foreign currency in figures as well as in words) / Set</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.1 Price per Set FOB Port of loading named at (9) of Annexure-VII of NIT (material in pallets &amp; bags stuffed into containers)</td>
</tr>
<tr>
<td></td>
<td>1.2 Freight per Set (upto Kolkata Seaport)</td>
</tr>
<tr>
<td></td>
<td>1.3 Marine Insurance per set (upto Kolkata Seaport)</td>
</tr>
<tr>
<td></td>
<td>1.4 CIF Value per set (1.1+1.2+1.3)</td>
</tr>
<tr>
<td>2</td>
<td>Agent’s Commission (if any) per Set included in 1.1</td>
</tr>
<tr>
<td>3</td>
<td>3.1 Application &amp; Maintenance charges per Set (lump sum amount (In Indian Rupees))</td>
</tr>
<tr>
<td></td>
<td>3.2 Service tax on Application &amp; Maintenance charges @ _____%</td>
</tr>
</tbody>
</table>

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

P.S. In the Techno commercial bid, the tenderer shall enclose the blank format of price bid. Price bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.
Price Schedule for Tundish Refractories (In case of Indigenous Supplies)

Tundish Refractories for SMS on Supply, application & Maintenance basis

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Basic price per Set</td>
</tr>
<tr>
<td></td>
<td>Packing &amp; Forwarding Charges per Set, if any</td>
</tr>
<tr>
<td></td>
<td>Ed &amp; Cess @ ______%</td>
</tr>
<tr>
<td></td>
<td>Sales tax (CST/VAT) @ _____%</td>
</tr>
<tr>
<td>2</td>
<td>Freight per Set, if any</td>
</tr>
<tr>
<td>3</td>
<td>Transit Insurance per Set, if any</td>
</tr>
<tr>
<td></td>
<td>Entry Tax per Set, if any</td>
</tr>
<tr>
<td></td>
<td>Landed per Set (Supply)</td>
</tr>
<tr>
<td></td>
<td>Application &amp; Maintenance charges per Set (lump sum amount)</td>
</tr>
<tr>
<td></td>
<td>Service tax on Application &amp; Maintenance charges @ _____%</td>
</tr>
<tr>
<td></td>
<td>Landed per Set (Supply, Application &amp; maintenance)</td>
</tr>
</tbody>
</table>

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