

**Notice for Tender (NIT): BSL/PUR/GT/P14/0679 dt.03.05.2017**

Due date of submission of Techno commercial bid (in Hard Copy)	On or before: 01.06.2017,14.30 hrs (IST)
Online sealed Price Bid through URL: <a href="http://www.buyjunction.in">http://www.buyjunction.in</a>	On or before: 01.06.2017,14.30 hrs (IST)
<b>Note-1:</b> System generated acknowledgement-slip for Online submission of sealed price bid to be submitted along with the hard copy of Techno Commercial Bid. Accordingly, price is to be submitted on line to take care of due date and time of submission of Techno commercial offer.	

For procurement of

300 T STEEL LADLE REFRACTORY SET FOR SMS II  
ON SUPPLY & APPLICATION BASIS  
WITH TOTAL REFRACTORY MANAGEMENT SYSTEM

Through

On - Line Reverse Auction

Conducted by  
mjunction services limited

***BOKARO STEEL PLANT***  
***PURCHASE DEPARTMENT***

Regd. Office  
Ispat Bhavan  
Lodhi Road  
New Delhi 110003

Mailing Address  
Sri. Kishore Kumar  
Sr Manager - Purchase  
Ispat Bhavan  
Bokaro Steel Plant  
Bokaro Steel City- 827001  
Phone No.: 8986873174

Dear Sirs,

Enclosed please find herewith-tender documents containing the following:

Sl.	Description	Content
(a)	Section 1	Global Tender Terms & Conditions
(b)	Section 2	Item Detail
(c)	<b>Annexure A</b>	Affidavit
(d)	Section 3	Brief Description of On-line Reverse Auction Process
(e)	<b>Form 1</b>	Format for Acceptance of Terms & Conditions including Reverse Auction
(f)	Form 2	Format for submission of last quoted prices during Reverse Auction
(g)	<b>Form 3</b>	Format for Taxes & Duties
(h)	<b>Form 4</b>	Format for submitting basic information about the tenderer
(i)	Form 5	Format for submitting BG towards EMD
(j)	Form 6	Format for submission of Online Sealed Price Bid by Indigenous Tenderer
(k)	Form 7	Format for submission of Online Sealed Price Bid by Foreign Tenderer
(l)	Conditions of Contract ... ( <a href="#">SAIL-P/1</a> )	<i>are available on our website <a href="http://www.sailtenders.co.in">www.sailtenders.co.in</a></i>
(m)	' <a href="#">Instructions to Tenderers</a> '	

**Important:** - Annexure A, Form -1, 3 & 4 must be filled in, **signed** and submitted with the techno-commercial bid without fail.

**The tender documents are non-transferable.** Salient features relevant to tender are as under:

Due Date & Time	:	<b>01.06.2017; 15:30 hours IST.</b> (Quotation/Offer received after due date & time shall be rejected)
Item & Quantity	:	300 T Steel Ladle Refractory Set for SMS II on Supply & Application basis with Total Refractory Management System, <b>Quantity: 60 Sets</b>
Number of bids	:	<b>Part-1: The Earnest Money Deposit.</b> <b>Part-2:</b> Techno-Commercial Bid (Hard Copy) along with system generated acknowledgement for online submission of "Sealed Price Bid" through <a href="http://www.buyjunction.in">URL:http://www.buyjunction.in</a> However, BSL reserves the right to finalize the case either through "Online Sealed Price Bid" submitted or by obtaining the price through Reverse Auction, to be conducted by our service provider M/s mjunction, as deemed fit.
Contact Address	:	Purchase Department, Ispat Bhavan, Bokaro Steel City – 827001, Jharkhand, India
Earnest Money Deposit	:	<b>Rs 15,00,000/- (Rs Fifteen Lakh only) or USD 23360/-</b>
Earnest Money Deposit Validity	:	The bank guarantee for earnest money deposit (EMD) should be kept valid 6 (six) months from the date of tender opening.

Please submit your quotation in duplicate in sealed cover super scribing enquiry number, date and due date and addressed to the undersigned for the item(s) mentioned as per section-2 maintaining the item serial number of this enquiry in your quotation to reach within due date and time.

Tenderers are requested to read the tender document carefully and submit their quote as per terms & conditions given therein. **Tenderers who submit their offers shall be deemed to have read, understood and accepted the terms and conditions of the tender document.**

(Kishore Kumar)  
Sr Manager (Purchase-14)

## **Section 1: Global Tender Terms & Conditions**

1. **Unless otherwise specified General Conditions of Contract (SAIL-P/1)**, as modified from time to time, subject to the extent modified by '**Instructions to Tenderers**', shall apply to this tender enquiry. Terms mentioned in section 1 hereunder shall be read with SAIL-P/1 and '**Instructions to Tenderers**' and the terms and conditions mentioned hereunder shall supercede those mentioned in SAIL-P/1 and '**Instructions to Tenderers**'. Copy of SAIL-P/1 and Instruction to Tenderers is available on and can be downloaded from our website '**www.sailtenders.co.in**'.
2. **Eligibility criteria:** The intending **National/International manufacturers** only must satisfy conditions as stipulated in **section-2 under Item Details** to qualify for consideration in techno-commercial evaluation. The intending tenderer must submit documentary evidence in support of their eligibility along with techno-commercial bid, failing which the offer is liable to be rejected. Bokaro Steel Plant, however reserves the right to call for clarifications/additional documents in support of claims made by the tenderer.
3. **Earnest Money Deposit (EMD)** in the form of demand draft / pay order / local banker's cheque from any **scheduled bank except Cooperative and Gramin** bank drawn in favour of SAIL/Bokaro Steel Plant and payable at Bokaro Steel City or bank guarantee from any **scheduled bank except Cooperative and Gramin** bank as per proforma provided in the tender document shall be submitted. Bank guarantee is to be kept valid for the period of **Six months** from the date of tender opening.

No interest shall be payable on EMD by Bokaro Steel Plant.

No request for adjustment of earlier dues in place of EMD requirement shall be entertained.

The EMD shall be forfeited if the tenderer withdraws his offer.

### **Exemption from EMD: - Following Units shall be exempted from EMD:-**

As per Government policy, Small Scale Industries (SSI)/ Micro & Small Enterprises (MSE's)/Ancillary units/ Public Sector Units (PSUs)/ Govt. Undertakings and Co-operative Societies are exempted from submission of EMD against production of documentary evidence

- i. Small Scale units/ MSE's registered with NSIC or SSIC (**if registered for items/item category under procurement**) are exempted from submission of EMD amount. For MSEs, the exemption from Earnest Money shall be granted only on submission of valid notarized copy of certificate having a valid Entrepreneurs Memorandum (EM) Number. SSIC/NSIC certificate holders should also submit a copy of Entrepreneurs Memorandum (EM) for availing such exemptions.
- ii. However Units claiming exemption of EMD is required to submit a notarized copy of the registration certificate indicating clearly the item/item category for which they are registered and the validity of the same
- iii. Vendors registered with SAIL/BSL or any other SAIL Plant for the Category/Sub Category of items covered under present GTE are exempted from submission of EMD. For availing this exemption, the tenderer will submit a self –attested copy of the valid Vendor Registration certificate of SAIL Plant indicating the item Category for which they are registered and the validity of the same.

(To avail the above exemptions requisite certificates will have to be provided)

**Note : Techno Commercial bids of only those tenderers who have submitted valid EMD or proper documents for exemption shall be opened.**

**4. Submission of Tender: The tender should be submitted in sealed envelopes as under :**

Envelope Number	Envelope to Contain	Envelope to be super scribed
1	<b>Earnest Money Deposit or documents in support of claim for exemption as required.</b>	Tender number, Due date and the words ‘ <b>Earnest Money Deposit</b> ’
2	<b>Techno-Commercial Bid</b>	Tender number, Due date and the words ‘ <b>Techno-Commercial Bid</b> ’.
Above <b>Two envelopes</b> to be kept in a bigger envelope.		Tender no, Due Date & the words “ <b>300 T Steel Ladle Refractory Set for SMS II on Supply &amp; Application basis with Total Refractory Management System</b> ”

4.1 The Tender as detailed should be addressed to the **Jr. Manager (Pur-T O Cell), Purchase Department, 3<sup>rd</sup> Floor, Ispat Bhawan, SAIL/Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand**, India and should reach on or before the due date & time or can be submitted directly at the above address in person or dropped in the tender box of Purchase department before due date & time.

4.2 Part 1 to 2 of the tender will be opened on the opening date, for tenders complete in all respects. Bids will be opened in the presence of any bidders who may choose to be present. The techno-commercial bids of only those tenderers who have submitted required EMD in sealed cover or are exempted from submission of EMD (against valid documentary evidence as instructed in NIT) shall be opened.

4.3 The tenders received after the closing date and time will not be opened. Tenders received in FAX/Telex/Cables/E-mails will not be considered.

4.4 Price or any indication of price should **NOT** be mentioned in the techno-commercial Bid. **Only the system generated acknowledgement slip for online submission of sealed Price Bid is to be submitted with the techno-commercial bid.**

4.5 However, Price bidding will be done through on-line Reverse Auction (RA) process by our Service provider (SP) M/s mjunction services (MJ) as detailed in Section-3 or else the online sealed price bid through [URL:http://www.buyjunction.in](http://www.buyjunction.in) will be utilised, as deemed fit.

**5. Validity of Offer:**

- i) Techno Commercial Bid: **Six months** from the Tender Opening Date.
- ii) “Sealed Price Bid” submitted online: **90 days** from Tender Opening Date.
- iii) Price quoted in Reverse Auction (RA): **30 days** from date of RA.

**The techno-commercial offer must confirm/indicate the following with other details:**

Basis of Price	To confirm ‘Firm price for the duration of the contract’
Delivery Period	As mentioned in section-2.
Payment Term	As mentioned in section-2.
Validity	To confirm offer validity at least for period as specified in clause 5 above.
Delivery Term for indigenous source	FOR-BSL Store, BS City (by road only)
Delivery Term for foreign source	FOB-Port of Despatch / CFR Kolkata port

6. It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SAIL website and no change is made therein before submission of their tender. In the event of any doubt, regarding the terms and conditions/formats, the person concerned may seek clarification from the authorized officer of SAIL. In case tampering / unauthorized alteration is noticed in the tender submitted, from the tender document available on the SAIL website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

**7. Opening of Techno Commercial Bids:**

1. Techno commercial bids will be opened on its due date and time at Ispat Bhavan, Bokaro Steel Plant, Bokaro Steel City, Bokaro by Officers of Bokaro Steel Plant **in the presence of authorized representatives of tenderers, who might choose to be present.**
2. Evaluation of Techno Commercial bids: The Techno Commercial Evaluation process will comprise of two steps carried out simultaneously. The technical and commercial evaluation will be done to scrutinize each tenderer's bid and decide about the acceptance or otherwise of the technical / commercial - specification / conditions / terms offered by each tenderer. In case of deviation/ non-agreement from our technical/commercial specifications/ terms, clarification may be sought from tenderers and in case of non-confirmation within the specified date; the bid is to be rejected.
3. In case any specific adverse report is received against any tenderer as an information or upon enquiry made by SAIL/BSL in respect of performance of tenderers after receipt of tender but before participating in the R.A., the firm / vendor shall be rejected on the basis of recorded reasons. If such a report is received after RA, then also the quotation / bid of that tenderer shall be rejected after recording the reasons.

**8. Price Discovery:**

- 8.1 Price bid shall not be submitted in hard copy. Sealed Price Bid shall be submitted ONLINE on Mjunction Portal only and system generated acknowledgement slip for submission of "Online Seal Price Bid" should be submitted along with the techno commercial bid.**

**Submission of "Online Seal Price Bid":-**

Tenderers are required to submit "**Online Sealed Price Bid**" **on or before 01.06.2017, 14:30 (IST) on Mjunction Portal <https://buyjunction.in>** The process of submission of Online Price bid is as detailed hereunder-

Step 1: Type <http://www.buyjunction.in> in the internet explorer.

Step 2: Click on Login (present on Top right side of the Page)

Step 4: Click on **View Live Auctions and Tenders.**

Step 5: In the right side open/ global tenders link will be displayed.

Step 6: Click on the link for the above mentioned tender link present under Open tenders

Step 7: Click on new user if you are not registered in buyjunction earlier. Click on Existing user in-case you have already registered in buyjunction earlier. Existing users can login with their user id and password.

**Please note** foreign bidders are required to select their bidding currency from the drop down available before proceeding further (where ever applicable).

**New Users:**

Steps to get your **User Code** and **Password**

1. Click on the required tender link under "**Open Tenders**"

2. Choose your Auction currency in-case any option is coming to select currency. Click on “**New User**”
3. Fill up the “**Registration Form**” and click on “**Submit**”. All fields marked with (\*) are mandatory fields.
4. On submitting the filled-up registration form, an auto generated email will be sent to the email address you have mentioned in the registration form containing your User Code and Password.
5. Changing of password on first login is compulsory.
6. On receipt of the User Code and Password you become an **Existing User**. Now follow the steps of existing user to login to the auction site.

#### **Existing Users**

1. Click on the required tender link under “**Open Tender**”
2. Click on “**Existing User**”.
3. Log in with your existing user code and password for placing your bid.
4. Read through the “**Bidding Procedure**” to proceed further for bidding.

#### **Bidding Procedure**

After logging in with your user id and password you have to accept the “**Auction Terms**”.

#### **Steps to accept the “Auction terms”:**

1. Click on “**Auction Terms**”.
2. Then click on “**View term without DSC**”
3. Click on the relevant auction terms appearing under “**Term**” column.
4. Select the check box on the left-side of the relevant auction terms.
5. Click on the button besides “**Accept**”.
6. Then click on “**Submit**”.
7. A message will be displayed to you mentioning your acceptance to terms for auction.
8. It is mandatory to accept the terms of online bidding in order to proceed for submission of bid.

#### **Steps to Submit Price Bid**

1. Click on “**Bids.**”
2. Then click on “**Live Auction.**”
3. Put your login password as transaction password
4. Select the auction id and click on add to watch list.
5. Now the bidding screen is visible.

#### **6a. For Template Bidding**

1. Click on **Icon “T”** on left column of bidding screen (Which will appear separately **for each lot**).
2. A template form will open where you need to fill up the price & click on evaluate at the bottom
3. If you want to quote the evaluated price then click on “**confirm**”.
4. After clicking on the confirm button of the template window, your price will appear in the “**New Bid**” box.

#### **6b. For Non-Template Bidding**

1. Fill your Price in the “**New Bid Box**” visible on the bidding screen.
7. Select the check box at the extreme left of the bidding screen
8. Click on “**Submit**” button placed at the bottom left of the screen.
9. Bid once placed will have to be honoured.
10. You will see “**Bid Accepted**” in the “**Result**” column. This indicates that your bid is accepted and registered in the system.

#### **Steps to take a print-out of the receipt**

1. Once you have placed your bid, to download Bid Receipt, kindly click on “**Download**”.
2. Then click on “**Bid Receipt for Open Tender**”.

3. Select the auction to generate receipt.
4. Take print out of the same market-wise (Term List)/ item-wise (Auction list).

**Note:**

1. **Current price, Market status, Start Bid Price, Bid Decrement, Effective Price** will not be available.
2. Time remaining for the event to close will be shown under the Bid Summary screen.
3. For any clarification on the bidding process please contact  
Mr. Manish Nandwana \_ 9163348165\_ [manish.nandwana@mjunction.in](mailto:manish.nandwana@mjunction.in)  
Ms. Monalisa Shaw \_ 9163348297\_ [monalisa.shaw@mjunction.in](mailto:monalisa.shaw@mjunction.in)  
Mr. Randhir Kumar Karna \_ 8873002772 \_ [randhir.karna@mjunction.in](mailto:randhir.karna@mjunction.in)

Copy of System generated acknowledgement-slip for online submission of sealed price bid to be submitted along with Techno-commercial Bid.

- 8.2** Price bidding may be held through on-line Reverse Auction among the firms whose offer is found to be techno-commercially acceptable. **BSL reserves the right to finalise the tender either through Online Seal Price Bid submitted on mjunction portal or by obtaining/discovering the price through reverse auction to be conducted by our service provider M/s mjunction, as deemed fit.**

**9. Delivery:**

- I. Delivery Schedule as mentioned in Section-2 (Item Detail)
  - II. Timely delivery is essence of the contract. BSL shall intimate the delivery schedule in the Purchase Order in terms of accounting unit for which the supplier shall arrange for timely supply of the material.
  - III. In the event of supply not being effected within the contractual delivery schedule given in the Purchase order, **Liquidated Damages @1%** not by way of penalty, of the value of the materials without taxes and duties, per month of delay or part thereof, subject to a maximum of 5%, is recoverable from the supplier without prejudice to the right of SAIL/Bokaro Steel Plant to procure the balance materials at the risk & cost of the supplier.
- 10. Risk Purchase:** In case the Supplier fails to supply (partially or fully) as per allocation /delivery schedule, the purchaser shall be entitled at their option to purchase elsewhere on account and at risk and cost of Supplier, the items not delivered. Moreover the defaulting Supplier shall have no claim over the allocated quantity, which the Supplier failed to supply.
- 11. Rescinding of Contract:** SAIL/Bokaro Steel Plant, reserves the right to suspend/cancel/terminate/ short-close/divert the order, if any supplier's performance is consistently poor, and is found unsatisfactory. The supplier will not be entitled to claim any loss or damage because of and owing to such suspension/cancellation/termination/short-closure/diversion and SAIL/ Bokaro Steel Plant will not be liable for the same.
- 12. Arbitration:** The arbitration will be in accordance with the procedure laid down in SAIL-P/1.
- 13. Legal Jurisdiction:** All suits and legal proceedings by or against SAIL, Bokaro Steel Plant in any matter arising out of the tender shall be triable only by the appropriate civil court at Bokaro Steel City.
- 14. Exception to the Tender Document:** SAIL/Bokaro Steel Plant, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest offer or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To apportion the total quantity amongst different Tenderers.

- 15. Force Majeure Clause:** If in the event either or both the parties to the contract is/are prevented from discharging its/ their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restrain(s) by Government or people, blockade(s), revolution, insurrection(s), mobilization(s), strike(s), lockout(s), civil commotion(s), riot(s), accident(s), Act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties to the contract , the time of delivery shall be extended by the period equal to the period of delay/ constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such concurrence(s) within 10 days of occurrence(s) stating therein (i) the date of occurrence(s) of Force Majeure disability, ii) the nature of such Force Majeure disability along with a certificate from the appropriate Statutory Authority and / or Chamber of Commerce of the concerned State certifying the fact of the Force Majeure condition during the relevant period.

In the event of the Supplier invoking the Force Majeure condition(s), the Purchaser shall have the option to cancel the contract for reasons of any or all of the Force Majeure condition notified by the Supplier without being liable to pay any compensation whatsoever to the Supplier.

- 16. Evaluation Methodologies**

The bids will be evaluated in two steps. In step 1, the techno-commercial acceptability of the bid will be evaluated. In step2, RA will be done / the price bid will be opened of techno-commercially acceptable bidders only and competitiveness of the bid will be evaluated.

For any clarifications you may contact Shri Kishore Kumar, Sr. Manager Purchase, Mobile: 8986873174, Shri V P Upadhyaya, DGM (RPC) Mobile: 8986870924. Tenderers are requested to kindly read carefully the **Section 2 (Item Detail)**



**Section 2 : Item Detail**

**STEEL AUTHORITY OF INDIA LIMITED**

**BOKARO STEEL PLANT**

**TENDER SPECIFICATION (TS)**

**FOR**

**PROCUREMENT OF**

**300 T STEEL LADLE REFRACTORY SET FOR SMS II**

**WITH**

**TOTAL REFRACTORY MANAGEMENT SYSTEM**

## 1. SUMMARY

SAIL, BSL invites international manufacturers of repute to bid competitively for **300 Ton Steel Ladle refractory set for SMS-II** of BSL. The purpose of this document is to explain requirements, the method of bidding, commercial terms and conditions, evaluation methodology and the overall timeline to potential bidders.

## 2. ELIGIBILITY CRITERIA

2.1 The tenderers who have requisite experience of manufacturing and supplying of ;

i) **Steel ladle refractory sets of minimum 300 Ton capacity**

or

ii) Steel ladle refractory set of minimum **130 Ton** capacity relined with full MCB or MCB & AMC and have achieved a normal average life of minimum **105 Heats** in minimum **130 Ton** Steel Ladle calculated on the basis of total minimum **10 ( ten ) sets** used in a PO in any of the **last 07 years** to any of the following.

- **Govt. Organization**
- **PSU**
- **Public Limited Company**
- **Joint venture company where at least one partner is Govt. Organization or PSU**

(a) **For Indigenous manufacturers/ Bidders :**

Copies of PO along with excise Invoice / Stores receipt voucher in support shall be furnished along with their Techno-commercial bids.

(b) **For Foreign Bidders:**

Copies of PO along with excise Invoice / Stores receipt voucher /Commercial invoices with BL/AWB in support shall be furnished along with their Techno-commercial bid.

2.2 In support of successful completion of Purchase Orders mentioned & submitted by the tenderer as required in part 2.1, tenderer shall submit performance certificate from the Purchaser or submit a “self-attested declaration” that the item supplied against above Purchase Orders has no adverse report from the Purchaser as on bid submission date and the above purchase Order is a regular Order, not a trial Order.

2.3 Regular proven suppliers of SAIL/BSL for STEEL LADLE REFRACTORY SET of 300 **Ton** capacity need not enclose copies of these documents. They shall instead furnish list of SAIL/BSL latest/last PO executed by them for **STEEL LADLE REFRACTORY SET of 300 Ton** capacity in any of the last seven years.

2.4 Regular proven suppliers of SAIL ( BSP/DSP/RSP/ISP ) for STEEL LADLE REFRACTORY SET relined with full MCB or MCB & AMC of **minimum 130 Ton capacity where in achieved average life is 105 Heats calculated on the basis of total minimum 10 ( ten ) sets** used in a PO need not enclose copies of these documents. They shall instead furnish list of SAIL (BSP/DSP/RSP/ISP) latest/last PO executed by them for STEEL LADLE REFRACTORY SET used in a PO in any of the last seven years.

- 2.5 The tenderer shall submit audited annual balance sheet for any consecutive three of the last four years from the bid invitation date and the average annual financial turnover of the firm for any consecutive three of the last four years shall be equal to or more than Rs. **833 Lakh.**
- 2.6 The tenderer who have started business since last two years and their turn over value is in increasing trend then the **average annual financial turn over of the firm for the two years** shall be equal to or more than **Rs. 833 Lakh.**  
The tenderer who have started business **since last two years** and their turn over value is in decreasing trend then the lower of the two annual financial turnover of the **two years** of the firm shall be equal to or more than **Rs. 833 Lakh.**  
The tenderer who have started business **since last one year**, then **50 %** of the annual financial turnover of the firm for the year shall be equal to or more than **Rs. 833 Lakh.**
- 2.7 The tenderer shall have supplied minimum **30 Sets** of STEELLADLE REFRACTORY SET of minimum **300 T** capacity
- Or
- 30 Sets of REFRACTORY SET for 130 Ton** capacity **STEEL LADLE** , relined with full MCB OR MCB & AMC and have achieved a **normal average life of minimum 105 Heats** calculated on the basis of the average of a total of minimum **10 ( ten) sets used in a PO in any one year during the last seven years** to any of the Organization mentioned in point **2.1.** Copy of purchase orders and excise invoice / Stores receipt voucher/user certificate in support shall be furnished along with their Techno-commercial bids.
- 2.8 The tenderer is required to submit self- attested photocopies of documents in support of their eligibility and experience along with the techno- commercial bid. In addition, bidder shall submit an affidavit in enclosed format (Annexure - A) declaring that the documents submitted by them are genuine.
- 2.9 BSL reserves the right to call for original documents for verification at any time during tendering, evaluation 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 by BSL against the bidder

**ANNEXURE-A**

**AFFIDAVIT**

I \_\_\_\_\_ son of /daughter of Sri

\_\_\_\_\_ Aged \_\_\_\_\_ years, resident of \_\_\_\_\_ PS

\_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_ do hereby solemnly affirm that:

- i. I am \_\_\_\_\_ (designation /authority) in M/s. \_\_\_\_\_ (name of the firm/ company).
- ii. I confirm that all documents submitted against Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ in support of eligibility criteria are genuine.
- iii. I undertake to produce all documents in original for verification as and when asked for the same by BSL.

Solemnly affirmed and declared and before me by the Deponent(s) who is/are identified by _____	The declarations made herein above are true to the best of our knowledge, information and belief. Signed at _____ on _____  (Deponent(s))
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### 3. OVERVIEW OF PROCUREMENT & REQUIREMENTS

**3.1** BSL invites bids from international manufacturers under two bid systems through Reverse Auction.

**3.2** Purchase / procurement is in Logical units (LUs) which is a collection of interdependent parts and which are similar in terms of usages and form the overall system. This broadly contains:

- I. Wear lining (metal, slag & free board zone)
- II. Permanent lining
- III. Castable
- IV. Well Block
- V. Seating blocks for porous plug.

**3.3 Quantity: 60 Sets of 300T Steel Ladle refractory set for SMS-II of BSL.**

**3.4 Distribution:**

- a) The order shall be placed on Maximum 3(Three) suppliers, out of which maximum one (One) foreign suppliers shall be there.
- b) However if eligible foreign suppliers is not available the quantity available shall be distributed to the respective available successful indigenous bidders.
- c) The distribution shall be done in accordance with the set procedures of BSL. However, the firm who has not supplied the item to BSL earlier shall get a maximum of 20 % of the tendered quantity or the entitled quantity as per the set procedure of BSL whichever is less.

**3.5 Delivery:**

- a. Delivery shall be started within 60 days of PO placement & further delivery schedule shall be as per schedule indicated in Purchase Order. However, delivery shall be regulated by RPC in staggered monthly supplies from indigenous suppliers and quarterly supplies from foreign suppliers.
- b. Supplier must submit the Set certificate as soon as the set is completed at the BSL stores.
- c. Supplier may supply part quantity of material from India / Indian counterpart provided that it is registered in excise duty / service tax in India. Accordingly the relevant POs are to be placed by BSL bifurcating the different part of BOM on two different counterparts.

**3.6 Minimum Estimated & Threshold Lining Life:** Estimated lining life for Ladle sets should be 105 heats and the threshold life shall be 80 heats. One ladle refractory set cost (LCNS) = 105X Rs. / Heat (LCNS). The tenderer shall have to agree specifically to this clause. Otherwise, their offer shall not be considered technically eligible.

**3.7 Minimum Guaranteed Lining Life:** The minimum guaranteed life for 300 Ton Steel Ladle lining refractory for SMS-II of BSL shall be 51 heats. Meaning thereby, no payment shall be done if the ladle set fails to achieve a minimum ladle life of 51 heats and the reasons for failure of attaining the minimum guaranteed life of 51 heats is attributable to the refractory (Quality of bricks as well as the services rendered by the supplier.)

**3.8 PRICE BIDS:**

**3.8.1** Tenderers are required to submit price online on **Mjunction Portal** <https://buyjunction.in> as per applicable format for price submission i.e. **Form 6**

(Indigenous firm) or Form 7 (Foreign firm). Price evaluation will be done considering material supply component & application component together.

**3.8.2** A detailed bill of material shall have to be submitted along with the techno-commercial offer. Items needed for installation for new lining & repair may be considered for calculation of the Rs /Set or US\$ / Set for optimizing their quoted price. The repair materials shall be based upon manufacturer's own estimate for the full campaign and are only indicative.

**3.8.3** Taxes, duties, Cess, Freight or any other element should be treated as separate cost elements and its applicability on the rates quoted on the prescribed schedule of quantities must be indicated explicitly in techno commercial offer.

3.8.4 The tenderers should specifically confirm the acceptance of the clauses e.g Quantity, Estimated life, Guaranteed life , Scope of work , Payment term, delivery schedule, packing & marking, Inspection and other special clauses , if any, in their offer.

3.9 The supplier shall submit the Bill of material along with the GA drawing for approval. The Bill of material shall also contain the indicative specifications of the materials contained in the Bill of material.

3.10 **Additional Supply:** The quantity, as mentioned in the bill of material, is the minimum quantity to be supplied. However supply of any additional quantity required for achieving the minimum performance guarantee will be within the scope of the supplier itself in order to ensure that the performance guarantee is achieved. Both Indigenous & Foreign suppliers should supply the free supply material on door delivery basis ( BSL Store) without any escalation of the PO value. All the miscellaneous cost e.g. Transportation, port clearance etc as applicable, are to be borne by the supplier. However, SAIL, BSL may avail CENVAT credit against the relevant Cenvatable document submitted by the Supplier and reimburse the same to the Supplier. Any free supply materials are to be supplied by the supplier after required incorporation in the PO to avoid delay in entry of the supplied through BSL gate. The liability of the materials shall be on supplier from lining start to the end of the campaign. Any material left after order fulfillment will be the property of BSL.

3.11 **Improvements :**

1. BSL shall promote , guide and encourage the suppliers for improvement in ;
  - A. Overall performance to raise the threshold life of ladle lining up to 90 heats for 100% payment ,
  - B. Decreasing lining thickness to increase Heat Weight up to  $290 \pm 3$  T with Free Board up to 400mm and an ensured estimated life of 105 Heats.

**through**

**Intended initiative from any supplier /suppliers at the same rate of the PO.**

2. The supplier /suppliers shall be allowed to amend their bill of materials, if required, for a maximum of 2 (two) times with the purchaser's approval.

3.12 **End of Campaign :**

The decision of authorized representative of the Purchaser will be final in deciding end of campaign.

3.13 **Mid Campaign Repair :**

**During the course of campaign, maximum two mid campaign repairs will be allowed.** However , in some cases third cold repair may be permitted depending upon the residual thickness/potential of lining. Decision will be taken jointly by AGM (RED) &AGM(O) /pit side.

3.14 Hot Repair: For prolonging campaign life, hot repair in ladle working lining like patching can be done with the consent of shop-authorized representative. The supplier shall provide the material required for such repair free of cost.

3.15 **Exclusions:**

- a. Any premature end of campaign not attributable to refractory performance viz. skulled ladle, thick skulled bottom, ladles taken prematurely away for mechanical repairs, operational reasons etc or any other reason not attributable to refractory shall not be to the supplier's account. The decision of the authorized representative of the purchaser will be final in this respect. In such case, the supplier will be compensated for an average ladle life of matured campaigns for that supplier in the current month (or previous month, if no such ladle is available in current month). If the condition is such that there are no matured ladles available for the previous months as well as in the current month then the supplier shall be compensated for an average ladle life of matured campaigns for that supplier in the subsequent month (s).
- b. **Eventuality:** If by chance, the newly lined ladle is taken out of circuit without taking any heat due to the reasons attributable to other than refractory (Mal-operation of the crane, falling of water from roof inside the ladle etc.), then in that case, the supplier will be compensated for an average ladle life of matured campaigns for that supplier in the current month (or previous month, if no such ladle is available in current month ) against same PO. If the condition is such that there are no matured ladles available for the previous months as well as in the current month then the supplier shall be compensated for an average ladle life of matured campaigns for that supplier in the subsequent month (s) against same PO.

3.16 Recent Operating Conditions: **This is covered in Annexure-B.** Please note that this information is only indicative of the past performance and is in no way binding on SAIL, BSL or to be construed as commitment on part of SAIL- BSL, for future performance.

3.17 **SCOPE OF SUPPLY AND SERVICES BY THE TENDERERS**

The scope of work includes supply and application of refractory set for full lining of 300 Ton Steel ladle Set and allied Jobs like refractory lining maintenance of 300 Ton Emergency ladle ,Relining of Mixer Ladle , Mixer Tray, patch repair of running mixer in SMS-II and other allied job.

The detailed scope of work is as follows:

- a. **The supplier has to supply materials against 300 Ton Steel Ladle set at BSL store as per the approved bill of materials along with the responsibility for the following jobs :**
- I. Complete execution of total lining work of Steel ladle specified by BSL including bottom ramming, safety lining, minor repair of back-up casting & mass filling after de bricking the previous lining of the ladle. However BSL reserves the right to dismantle and correct for any faulty re-lining, Materials, HA- 90 Castable, for minor repairs and casting shall have to be arranged by the supplier.
  - II. Adjustment/ positioning of relining table for enhancing the lining work with the help of service crane,
  - III. Complete cleaning of ladle before it goes for heating
  - IV. Cleaning of relining platforms after the relining jobs are over
  - V. BSL authority must approve list of workers of the supplier before starting the work.
  - VI. De-palletization, numbering of bricks, if required and cleaning of packing materials from pit area to designated place as and when specified by the site in charges of the shop.
  - VII. Responsibility for routine maintenance during running of campaign.
  - VIII. Maintenance of BR plate along with small shell repair is to be done as and when required.
  - IX. Maintenance of relining tables, pit railings and pit platform with suitable and safe working will be the responsibility of the supplier.
  - X. Shifting of materials to the approach of Service Crane (BSL) / working site is responsibility of supplier and in this respect supplier has to use Fork lift /hydra by their own arrangement.
  - XI. Making/repair of temporary platform connecting Ladle and fixed platform in relining pit shall be the responsibility of supplier. Supplier shall make 4 nos. of temporary platform in the ratio of set allotted to them as per the direction for Shop RED I/c for ensuring safety.
  - XII. Suitable and safe transfer of Ladle set materials from outside the shop shed to actual working site with the help of hydra/ fork lift and feeding inside the ladle with the help of remote system of Service Crane by trained operator shall be the responsibility of the supplier.
  - XIII. Complete execution of total lining work of 300 Ton Emergency Ladle , Mixer Ladle, Mixer Tray, patch repair of running mixer and allied peripheral work in SMS-II eg column & beam lining etc. specified by the Engineer In-charge of the work including bottom ramming, safety lining, minor repair of back-up casting & mass filling after de-bricking the previous lining. Shifting of materials from site store / outside the shed to the working area by using BSL forklift is responsibility of supplier.
  - XIV. Materials for allied jobs will be supplied by BSL and the tentative quantity of job involved in a year shall be limited to 1500 Ton which shall be divided to the supplier in the same ratio of Steel ladle set orders. BSL reserves the right to dismantle and correct for any faulty relining,
- b. Arranging all the necessary materials regularly required during the respective campaign along with enabling tools & tackles and accessories e.g. karni, basuli,



measuring tape & thread, bucket, pan, mug, de bricking chisel for pneumatic breaker and hose pipe, brick cutting wheel or any other item which the supplier may feel necessary. Supplier shall also arrange their own brick cutting machine & Fork Lift .Maintenance of all machines etc, shall be the responsibility of the supplier. The supplier shall also arrange aluminum ladders, slings for pallet lifting and three legged chain for platform lifting etc.

The supplier shall have to arrange round the clock supervision and inspection of ladles in service by deploying competent technical persons at the site with proper recording. All the documents relating to consumption of materials like castable, mass or powder, Hot Patching Mass etc. must be furnished to the Zonal In charge of RED on weekly basis or otherwise as directed.

Proper housekeeping of the working platforms and brick pallets, maintaining the upkeep of the working area including the cleaning of working site and site brick storage area, pit cleaning, proper stacking of pallets etc. shall also be done by the supplier as and when directed by site in charge.

- c. Repairing or complete changing of top brick retainer plate of the ladle will be done by the supplier as and when directed by engineer in charge. The supplier will do minor shell repair coming in the way of the above repair. Steel plate, oxygen, air, electricity and water shall be provided by BSL. Supplier has to arrange his own welding machine, cutting torch, cables,

welding rods, holders, DA, etc. The supplier will carry out repair of relining tables, pit platform and pit railing as and when required for ensuring safe working practice and safety of workmen.

- d. Supplier shall do the capital repair lining of Steel Ladle in 5 shift and partial repair in 6 to 7 shift by deploying adequate resources round the clock.
- e. Maximum two (cold) repairs will be permitted excluding falling of top ring bricks due to hooking or extra ordinary jerk caused by mal –operation of crane operator. However , in some cases third cold repair may be permitted depending upon the residual thickness/potential of lining. Decision will be taken jointly by AGM(RED) &AGM(O) /pit side.
- f. Supplier has to ensure minimum 15 heats after every cold repair. If 15 heats are not achieved after the said cold repair, a penalty @ 50 % of Rs/ Heat ( basic price of material cost) X differential Heats i.e. (Differential Heats = 15- Achieved heats after cold repair ), shall be imposed on the supplier concerned for the said set.
- g. Supplier may supply part quantity / non critical items of material from India / it's Indian counterpart provided that the party is registered in excise duty / service tax in India. Accordingly the relevant PO is to be placed by BSL bifurcating the different part of BOM on two different counterpart. The bidder should mention the material to be outsourced in their bid.
- h. It is mandatory for the supplier to arrange hydra/forklift by themselves or through their contractual agency for the feeding/transportation of material from outside BC bay to the re-lining pit of SMS – II. No forklift will be provided by BSL under any circumstances.
- i. If some of the component materials / non critical items of the BOM are not manufactured by the bidder, the bidder may outsource the material to the third party. The free supply materials can also be outsourced by the supplier to the third party in India and for such outsourced material BSL may issue road permits, if required,

provided proper supported documentation furnished by the supplier. The bidder should mention the material to be outsourced in their bid.

- j. In BOM of Steel Ladle, well block shall be excluded. But if required by the shop ,supplier shall supply the well block free of cost after amending the PO.
- k. Steel ladle in any condition shall be allotted to supplier by the engineer I/c and allotment of ladle may change as per the requirement of Shop. Supplier will have no claim for specific steel ladle.

### **3.18 MARKING AND PACKING :**

- a) Each item shall be clearly marked with manufacturers name/Trade mark and Type of materials
- b) The materials shall be packed in wooden pallets for shipment/ transportation, protecting them from mechanical damages. The packing should be seaworthy and of International quality. The packing shall be water proof and should be such that the material does not get damaged or catch/ absorb moisture during inland transportation and handling irrespective of the supply period.  
The pallets shall be made of good quality wood and shall be strong enough to withstand the handling during handling of material. The packing should be water proof such that the material does not catch/ absorb moisture when due to some reason or the other, the material , while being shifted from stores to site, is kept in open area for some time.

### **3.19 FACILITIES TO BE PROVIDED BY BSL**

- a. Complete back-up casting will be done by BSL. However, supplier will do minor repair of back-up casting. Material (**HA go Castable**) for minor repair will be arranged by the supplier for good lining.
- b. Remote control service crane shall be provided by BSL Provision of trained operator of such service crane shall be the responsibility of the supplier for placement of platform and feeding of materials into the ladle as per the need of the supplier. However, in case of non-availability of crane due to break down of cranes, the supplier have to arrange alternate system for feeding materials inside ladle in the hour of crisis. Supplier shall also arrange trained forklift operators for transportation of ladle refractory set.
- c. Recent operating conditions relevant to Steel ladle performance at SAIL, BSL are covered in **Annexure B**. Please note that this information is only indicative of recent performance and is in no way binding on SAIL, BSL or to be construed as commitment on part of SAIL, BSL for future performance. The decision of the authorized Shop representative will be considered final on any matter relating to operations.

### **3.20 INSURANCE**

The following insurance shall be in the scope of Supplier –

- i. Insurance of workmen under 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.

### 3.21 SAFETY CLAUSES

- I. All safety and security rules applicable to BSL shall be applicable for this work and supplier will supply all safety appliances needed for the work execution.
- II. All the workmen must be provided with PPEs and safety training must be employed.
- III. Safety of the workers employed by contractor is entirely his responsibility.
- IV. In case of subletting, the owner of safety will be with subcontractor also.
- V. Supplier will be responsible for the conduct and behavior of their employees.
- VI. Before starting work, the supplier / 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 the purpose of issuing gate pass by BSL's Pass Section

### 3.22 MANDATORY :

#### A. For foreign suppliers :

“Successful bidder shall be responsible for both supply and application”.

#### 1. Supplier :

- a) A separate service order for the application job shall be issued to the party decided by the supplier. The party must have the necessary experience and credentials for carrying out similar job. The service order shall be strictly governed by the existing rules of **service contract at BSL**.
- b) Permission of the **Principal Employer** shall have to be taken by the **bidder** before proposing the party for application job on whom the service order shall be placed.
- c) The successful bidder must ensure that the Principal contractor for the application job must abide by and maintain all such documents to enable the Principal Employer to comply with all the provisions made under the **Contract Labour Act ( Regulation and Abolition) , 1970 and Contract Labour Rules (Central) , 1971 .**
- d) **Supplier Shall be responsible for ;**
  - i. *Payment of the minimum wage and the amenities such as EPF/ESI etc. at the rate recommended by Govt. of Jharkhand , to all workmen deployed for the job including those who will be deployed for application job either by the Principal Contractor or by his sub-contractor.*
  - ii. *Maintaining all the obligatory documents and make it available to enable the principal employer to comply with its statutory obligations as per Contract Labour Act (Regulation & Abolition)1970 and Central Rule for contract labour Act(Regulation and Abolition) 1971 such as ;*
  - iii. **Register of contractors** **Form XII**
  - iv. **Annual return** **Form XXV**
  - v. **Notice of Commencement/** **Form VI B**
- e) Completion

#### 2. **Principal contractor for application :**

- a) **The principal contractor for application shall maintain the following under Contract Labour Act (Regulation & Abolition), 1970**
  - I. **Renewal of license** **Form VII**

Tender Number (NIT): BSL/PUR/GT/P14/0679 dt. 03.05.2017

II.	Register of workman	Form XIII
III.	Employment Card	Form XIV
IV.	Service Certificate	Form XV
V.	Muster Roll	Form XVI
VI.	Wages register	Form XVII
VII.	Wage slip	Form XIX
VIII.	Deduction for damage/loss	Form XX
IX.	Register of fines	Form XXI
X.	Register of advances	Form XXII
XI.	Register of over-time	Form XXIII
XII.	Half yearly return	Form XXIV
XIII.	Notice of Commencement	Form VI A

/Completion

- b) The party for the application must be a registered contractor in any of the following ;
- SAIL Plants ,Public sector/State Govt/Central Govt
  - Joint Venture Cos with one partner from public sector and Public Ltd Companies.
3. Application job cannot be off-loaded by the Principal contractor to any sub contractor without permission of the principal employer.
4. The sub-contractor must be registered in any of the following -
- SAIL Plants ,Public sector/State Govt/Central Govt
  - Joint Venture Cos with one partner from public sector and Public Ltd Companies.
5. The contractor for the application job and his sub-contractor must have the necessary experience.
6. Gate passes of the deployed workmen of both Principal Contractor and his Sub-Contractor must be processed through CLC of BSL. CLC clearance shall be required for making service entries for payment.

### **For indigenous suppliers :**

**“Successful bidder shall be responsible for both supply and application”.**

**a) Po shall be issued in the name of the successful bidder for both supply and application job.**

- The supplier shall be allowed, if necessary , to off-load the job of application to any sub-contractor of his choice having the necessary credentials and experience , **but with permission of the “Principal Employer”.**
- Shall be governed by all the statutory requirements as per Central/State/Local authorities
- Shall be responsible for payment of the minimum wage and the amenities such as **EPF/ESI etc.** at the rate recommended by Govt. of Jharkhand , to all

workmen deployed for the job including those who will be deployed for application job either by the supplier or by his sub-contractor.

- iv. Shall be responsible for maintaining all the obligatory documents and make it available to enable the principal employer to comply with its statutory obligations as per Contract Labour Act (Regulation & Abolition)1970 and Central Rule for contract labour Act(Regulation and Abolition) 1971 such as ;

- |  |           |
|--|-----------|
| a) Register of contractors               | Form XII  |
| b) Annual return                         | Form XXV  |
| c) Notice of Commencement/<br>Completion | Form VI B |

- b) The successful bidder must ensure that the contractor for the application job must abide by and maintain all such documents to enable the Principal Employer to comply with all the provisions made under the Contract Labour Act ( Regulation and Abolition) , 1970 and Contract Labour Rules (Central) , 1971 .

- c) The work order issued by the supplier to his subcontractor shall be strictly governed by the existing rules of service contract at BSL and the party for the application must fulfill the mandatory requirements **under Contract Labour Act (Regulation & Abolition), 1970**, as follows ;

- |                                 |            |
|---------------------------------|------------|
| I. Renewal of license           | Form VII   |
| II. Register of workman         | Form XIII  |
| III. Employment Card            | Form XIV   |
| IV. Service Certificate         | Form XV    |
| V. Muster Roll                  | Form XVI   |
| VI. Wages register              | Form XVII  |
| VII. Wage slip                  | Form XIX   |
| VIII. Deduction for damage/loss | Form XX    |
| IX. Register of fines           | Form XXI   |
| X. Register of advances         | Form XXII  |
| XI. Register of over-time       | Form XXIII |
| XII. Half yearly return         | Form XXIV  |
| XIII. Notice of Commencement    | Form VI A  |

/Completion

- B.** Gate passes of the deployed workmen of both Principal Contractor and his Sub-Contractor must be processed through CLC of BSL. CLC clearance shall be required for making service entries for payment.

**C. Experience / Eligibility Required for Principal and Sub contractors :**

**1. Principal Contractor (only in case of Foreign Suppliers) :**

- a) The party for the application must be a registered contractor in any of the following ;

- i. SAIL Plants ,Public sector/State Govt/Central Govt
  - ii. Joint Venture Cos with one partner from public sector and Public Ltd Companies.
- b) Must have experience of relining of 30 ladle SETS in any of the as indicated above in point a)
- c) **Supplier must submit a copy of the completed work against the PO in context with point b) along with the Bill of Material after LOA and before placement of PO.**
2. **Sub-Contractor :**
- a) Sub-contractor , if deployed for the application job , must be a registered contractor in any of the following ;
- i. SAIL Plants ,Public sector/State Govt / Central Govt
  - ii. Joint Venture Cos with one partner from public sector and Public Ltd Companies.
- b) Must have experience of relining of 10 ladle SETS in any of the as indicated above in point a)
- c) **Principal Contractor must submit a copy of the completed work by his subcontractor against PO / WO in any of the places as mentioned in point no a) & b) for permission of the Principal Employer, before issue of WO to the sub-contractor.**

**Annexure –B**

**1. RECENT OPERATING CONDITIONS & TENTATIVE REQUIREMENT FOR SMS-II**

Please note that the information contained in this annexure is only indicative and is in no way binding on SAIL-BSL. The operating conditions may vary to suit to the requirement for production of steel in the shop. Supplier will not have any claim what so ever connected to these parameters.

- i. Number of Ladles: **20**
- ii. Ladle capacity (in tons): **300**
- iii. Operating Parameters:
  - a. Tapping Temperature: **+1680° C ≈ 74% . +1700° C ≈ 15%&+1720° C ≈ 11%**
  - b. Average ladle Cycle time for :**
    - 1. Tapping: **15 to 6 mins.**
    - 2. BOF to Rinsing Station: **35 mins.**
    - 3. Rinsing: **25-30 mins.**
    - 4. Rinsing to Caster: **15 mins.**
    - 5. Casting: **60 mins.**
    - 6. Machine removal: **05 mins.**
    - 7. Slag dumping: **07 mins.**
    - 8. Transfer to SMS-II: **15 mins.**
    - 9. Ladle preparation: **40 mins.**
    - 10. Placement on STC: **05 mins.**
    - 11. Waiting for Tapping: **20 mins.**

Total: 240mins.

**2. Indicative Specifications of Materials:**

**a. MCB (MagCarbon): SAIL/Ref/0023**

Chemical Composition	Physical Properties
MgO - 90% (Min.) Al <sub>2</sub> O <sub>3</sub> – 4 % (Min.) CaO - 2% (Max.) SiO <sub>2</sub> - 1% (Max.) Fe <sub>2</sub> O <sub>3</sub> - 0.7% (Max.) Total C – 9-11%	A.P. – 3.5% (Max.) BD - 2.92 gm/cc (Min.) CCS – 450 Kg/cm <sup>2</sup> (Min.) HMOR at 1400 °C for ½ Hr - 110 Kg/cm <sup>2</sup> (Min) in oxidising atmosphere. Size Tolerance: a) Length upto 350 mm - ± 1mm (Max.) a) Length over 350 mm - ± 2mm (Max.) b) Width & thickness - ± 1mm (Max.)

**b. MCH (Mag Chrome): SAIL/Ref/0013**

Chemical Composition	Physical Properties
MgO - 70% (Min.) Cr <sub>2</sub> O <sub>3</sub> - 7-12%	A.P. - 20% (Max.) CCS - 350 Kg/cm <sup>2</sup> (Min.) RUL (Load 2 Kg/cm <sup>2</sup> ) - 1580° C (Ta) - Min. Thermal Spalling at 1300° C (Water quenching) - 5 cycles (Min.) Size Tolerance - ± 1.5% or 1mm which ever is greater.

**c. CHM (Chrome Mag): SAIL/Ref/0019**

Chemical Composition	Physical Properties
MgO - 30% (Min.) Cr <sub>2</sub> O <sub>3</sub> - 18% (Min)	A.P. - 24% (Max.) CCS - 250 Kg/ cm <sup>2</sup> (Min.) RUL (Load 2 Kg/ cm <sup>2</sup> ) - 1600° C (Ta) - Min. Thermal Spalling at 1000° C (Air Cooling) - 20 cycles (Min.) Size Tolerance - ± 1.5% or 1mm Which ever is greater. PLC at 1600° C - ± 0.5% (Max.)

**d. HA (High Alumina Blocks):**

Chemical Composition	Physical Properties
Al <sub>2</sub> O <sub>3</sub> - 94 %  <b>H</b>	A.P. - 13% (Min) BD - 3.15 gm/cc PLC at 1600° C for 2 Hrs - ±0.1 RUL - 1680° C (Ta) HMOR at 1400° C for ½ Hr - 125 Kg/cm <sup>2</sup> (Min) Size Tolerance: ± 1% or 3 mm whichever is maximum.

**e. HA( High Alumina ) Castables**

Chemical Composition	Physical Properties
<b>Al<sub>2</sub>O<sub>3</sub> - 90 % Min</b> <b>Fe<sub>2</sub>O<sub>3</sub> - 0.8 % Max</b> <b>CaO - 4.8 % Max</b>	<b>Service temp. - 1800 Deg C Min</b> <b>BD - 2.85 gm/ CC</b> <b>PCE - 36 Orton Cone ( Min)</b> <b>PLC at 1550 Deg C for 2 hrs - ± 0.9 Max</b> <b>CCS - ( Min ) at :</b> <b>110 Dec C for 24 hrs - 550 Kg/ Sq. cm</b> <b>800 Deg C for 2 hrs - 400 Kg/ sq cm</b> <b>1550 Deg C - 500 Kg/ sq cm.</b>

It should be packed in Polythene Lined new Hessian Bag of 25 Kg. each.

**Note: However these specifications are only for guideline & suppliers are free to use their own specifications for optimizing the performance.**



### 3. INDICATIVE BILLOF MATERIAL OF 300 TON STEEL LADLE OF BSL

Sl. No.	Description & Size (in mm)	Area of Use	Unit Weight (Kg/Pcs)	Quantity per set No.s/Wt	Quantity/ set in MT
<b>Part A: Materials for Installation of the Main Set</b>					
1.	9/16:230×158/142×100	Magnesia Carbon bricks for Metal Zone Strike Pad	10.35	400	4.14
2.	9/50:230×175/125×100		10.35	68	0.70
3.	8/8:200×154/146×100	AMC bricks for Metal Zone Non Strike Pad	9.00	1100	9.90
4.	8/30:200×165/135×100		9.00	792	7.13
5.	8/8:200×154/146×100	Magnesia carbon bricks for Slag Zone	9.00	905	8.15
6.	8/30:200×165/135×100		9.00	633	5.70
7.	8/8:200×154/146×100	Magnesia Carbon bricks for Free Board Zone	9.00	170	1.53
8.	8/30:200×165/135×100		9.00	92	0.83
9.	250×200×100	AMC bricks for Bottom Impact Area	15.00	200	3.00
10.	250×200×100	AMC bricks for Bottom Non Impact Area	15.00	215	3.23
11.	250×200×100		7.50	50	0.38
12.	230×115×65:XM-1	Safety Bricks	4.80	550	2.64
13.	230×115×65/55:XM-3		4.44	160	0.71
14.	230×115×60 XM-60		3.94	2350	9.26
15.	Upper Housing Block	Seating Blocks For Purging Plugs	98.21	3	0.29
16.	Lower Housing Block		15.86	3	0.05
17.	50% Alumina Castable	For preparing the Bottom		1.5	1.50
18.	Back Filling Mass	Between working lining and safety lining		0.75	0.75
19.	Magnesia Gunning Mass	For repairing side walls in case of erosion		1	1.00
20.	Fireclay Powder	For laying Safety bricks		3	3.00
21.	50% Alumina Castable	For repairing the Free Board		1.5	1.50
22.	90% Alumina Castable	For Well Blocks/Seating Blocks fixing, Knuckle Area		4	1.00
23.	Magnesite Ramming Mass, equivalent to Mg5	For repair of Bottom			0.50
24.	<b>Ceramic Fiber Paper 1000x1000x5 mm</b>	<b>For bottom insulation</b>	<b>10 Nos.</b>		<b>0.01</b>
				<b>Total A</b>	<b>66.88</b>
<b>Part B: Materials for Repair</b>					
27.	7/8:177.8×154/146×100	Magnesia Carbon bricks for Slag Zone	8.00	750	6.00
28.	7/30:177.8×165/135×100		8.00	300	2.40
29.	250×200×100	AMC bricks for Bottom	15.00	160	2.40

		Impact Area			
30.	230×115×60:XM-60	Safety Bricks	3.94	700	2.76
31.	Upper Housing Block	Seating Blocks For	98.21	3	0.29
32.	Lower Housing Block	Purging Plugs	15.86	3	0.05
				<b>Total B</b>	<b>13.91</b>
				<b>Grand Total : A+B</b>	<b>80.79</b>

**i. . General Arrangement of Drawing:**

Title of drawing: 300-ton Steel Ladle GA Drawing.

**ii. Guideline for Manpower:**

In view of safety, quality and proper maintenance of steel ladle lining of supplier should engage contractual agency having more than 3 consecutive years of experience in TRM of steel ladles in any steel plant of SAIL (BSP, DSP, RSP, BSL and ISP ) in last seven years.

**iii. Special Notes:**

The metal zone wall and bottom may be in AMC quality. Steel striking area 120 ° may be of MCB quality.

The above requirement is tentative.

- Changes as per need after observing ten (10) campaigns is permissible.
- For repair of slag zone / bottom etc., additional quantity if required to be supplied free of cost by the supplier. Well blocks are not included in indicative BOM as this material is being supplied through Multiple heat Slide gate system material. However, if there is any shortfall of Well Block for achieving desired campaign life of Ladle, the same is to be supplied by the supplier free of cost as per clause no. 3.10 ( additional supply ) of Annexure-A.
- Two cold repairs and repair of slag zone damaged during hooking may be allowed. In exception, the AGM(RED) &AGM (OP-Pit Side) may review the situation in crisis for third cold repair.
- The Tenderer can directly obtain clarifications, if any, and copies of relevant drawings from the shop.
- PO will be placed based on approved GA drawing quantity.
- Supplier should strictly maintain the dimensions of the shaped items within tolerance limit and as per the approved GA drawing. Any deviation in this regard would be viewed strictly and may disqualify the supplier in the next procurement cycle.

**iv. Lining pattern:**

The suppliers are free to propose changes in the lining pattern, taking the following into account:

- The internal volume of the lined vessel should not decrease.
- The Height/Diameter ratio of the lined vessel should not get adversely affected.

The Suppliers should submit G.A. drawings &BOM along with diskettes (AutoCAD) to SAIL/ BSL/ RED or RPC for approval and subsequent incorporation of the details of the proposed refractory quality and Bill of Material (BoM) in PO. To enable the Purchaser to

accord approval, the Supplier shall submit back-up data/drawings/basic calculations /assumptions as may be required by the Purchaser.  
Any additional information needed by the bidder may be obtained directly from the shop in-charge of RED/ BSL.

**ANNEXURE-C**

**COMMERCIAL TERM AND CONDITIONS (for indigenous Suppliers)**

1. **INSPECTION:** Pre-despatch inspection is not required. Material is to be dispatched under party's T.C/ GC. However, purchaser may inspect the materials at their own site on receipt, if required. Items not conforming to requirement with respect to physical dimensions or found defective on visual examination shall not be used. Supplier has to take corrective action within reasonable period.
2. **BASIS OF PAYMENT:** Calculation of payment shall be made on the basis of Rs. /heat (Basic price of material cost) and shall remain firm for the entire period of contract. Any heats casted/ re-ladled/ re-conditioned (due to BSL reasons) successfully from ladle, will be considered as valid heat for the purposes of payment.
  - 2.1 No payment will be made for heat life achieved below 51.
  - 2.2 From 51 heats to 80 heats life of Ladles, the payment will be made @  $0.5 \times \text{Rs. /heat (Basic price of material cost)} \times \text{actual life achieved for that ladle lining}$ .
  - 2.3 From 81 heats to 120 Heats life of ladles, the payment will be made @  $\text{Rs. /heat (Basic price of material cost)} \times \text{actual life achieved for that ladle lining}$ .
  - 2.4 From 121 Heats onward life of Ladles , the payment shall be made as  $120 \times \text{Rs. /heat (Basic price of material cost)} + \text{number of additional heats achieved above 120 Heats} \times @ 0.75 \times \text{Rs. /heat (Basic price of material cost)}$

**2.5 Illustration for ladle life quotation**

Below minimum heat i.e. upto 50 heats	No payment (clause 2.1). 50 % of the basic price of Set Cost against material already paid will
From 51 heats to 80 heats	Payment @ 50% of Rs/Heat ( Basic price of material cost ) X actual nos of heats achieved upto 80 heats
From 81 heats to 120 heats	Payment @ 100% of Rs/Heat (Basic price of material cost ) X actual heats achieved upto 120 heats
From 121 heats onwards	Payment @ 100% of Rs/Heat (Basic price of material cost ) X 120 Heats + @ 75 % of Rs/Heat (Basic price of material cost ) X additional nos of heats achieved from 121 heats & onward

**3. PAYMENT TERMS:**

**3.1 INITIAL PAYMENT:**

- I. 100% payment shall be made towards excise duties & sales tax and 50 % of the freight, if separated in PO, as applicable.
- II. 50 % of the basic price of Set Cost against material.
- III. The above amounts will be payable against Goods Receipt Note (GRN) and supported by relevant documents. The payments shall be made within 30 days from the date of submission of applicable documents.

### 3.2 BALANCE PAYMENT:

Balance amount payable / deductible shall be made on a monthly basis as per SI No. 2 of Annexure-C after completion of the campaigns made through the supplier's ladle refractory sets. Purchaser's authorized representative shall issue a certificate within a month limited to 2 times in a month certifying the performance. The payments shall be made within 7 days from the date of submission of applicable documents. Application charge shall be paid after the completion of performance of the Ladle Sets. However, Cenvat credit against application charge shall be availed by BSL.

Rest 50% of freight, if bifurcated in PO, also shall be paid after performance of Ladle sets. The application charge shall be restricted only up to estimated life of 105 Heats. In all cases of payment against the set, BSL may avail the Cenvat credit & reimburse the same to the supplier. This payment term is in conjunction with clauses of 3.17 of NIT.

4. **TRANSIT DAMAGE (TD):** Supplier has the full responsibility of delivering the complete sets to BSL stores.
5. **TRANSPORTATION:** The transportation of materials shall be by trucks on door delivery basis to be arranged by the Supplier. Loading shall be done by the Supplier and unloading shall be done by the Purchaser.
6. **MARKING:** The bricks shall be manufactured with respective shape number marked with water insoluble ink in English or with indelible paint by stenciling on working surface. In addition to shape number, the supplier shall stencil the material quality and Suppliers abbreviation on the working faces of the bricks. In addition to above markings, colour coding quality wise shall be done on the working surface to avoid mix up of different quality bricks of similar shapes during relining.
7. **PACKING:** All bricks, Housing Blocks, Well Blocks and H.A. Castable shall be supplied securely packed on pallets keeping view of mechanized handling. Supplier shall indicate the details of packing proposed to be adopted in their offers for both bricks and masses. However, no separate packing charges shall be payable to the Supplier. All packing cases, containers, packing and similar other materials shall be new and supplied free by the Supplier and it will be not returned.  
The Supplier will have to make arrangement for restacking of left over bricks from pallets taken out during campaign of ladles in separate pallets for reuse in subsequent lining campaign or repair.
8. **DELIVERY:** Delivery shall be essence of the contract. BSL shall intimate the monthly delivery schedule in the order in terms of number of sets for which the supplier shall arrange to supply the material well in advance.
9. **CONSIGNEE:** As indicated by Bokaro Steel Plant at the time of release of purchase order.
10. **PRICE:** Price shall be on free delivery at stores of Bokaro Steel Plant / Unit on landed cost net of VAT basis. The prices and freight shall remain firm during the period of the contract.
11. **EXCISE DUTY:**
  - 11.1 Excise Duty shall be payable extra as applicable on the date of dispatch within the contractual delivery period.
  - 11.2 The supplier has to provide the duplicate transporter copy of Invoice along with the material to enable the SAIL/BSL to avail CENVAT benefit.
  - 11.3 All necessary formalities and rules of Excise must be followed for preparing the CENVAT invoice to avoid any discrepancy at the time of receipt of material.

- 11.4 In the event of CENVAT cannot be availed due to faulty invoice, the amount so claimed shall be recoverable from the supplier's pending/ forthcoming bills.
- 11.5 In case the bills are not supported by Excise Paid documents, the claim for Excise Duty shall be withheld. The same shall be released only after the supplier submits the requisite documents.
12. **SALES TAX:** Concessional Sales Tax declaration form as applicable shall be made available by BSL. If Sales Tax is not applicable, the same should be clearly indicated in the offer.
13. **PENALTY AND RECOVERY:** Bokaro Steel Plant reserves the right to make recoveries towards penalties, short receipt, rejection, etc. from any of the supplier's pending / subsequent bills.
14. **ISSUANCE OF PURCHASE ORDER:** Bokaro Steel plant shall issue the purchase order indicating the detailed terms and conditions including consignee, delivery schedule, paying authority, submission of bill etc. Supplies to Bokaro Steel plant shall be affected and payment shall be made by Bokaro Steel Plant.
15. **VALIDITY OF THE CONTRACT:** Validity of the contract shall be till the completion of the supply.
16. **LIQUIDATED DAMAGES:** In the event of supply not being effect within and as per the agreed delivery schedule given in the purchase order, liquidated damages, not by way of penalty, at the rate of 1% of the net value or defaulted materials (net of taxes and duties) per month or part thereof, subject to a maximum of 5% shall become recoverable and will be recovered from the supplier.
17. **RISK PURCHASE:** In case the supplier fails to supply as per delivery schedule, the SAIL /BSL reserves the right to procure the material from other sources at the risk and cost of the defaulting supplier. The price differential, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier will have no claim over the quantity that they failed to supply.
18. **DEDUCTION FROM CONTRACT PRICE:** All costs/charges/damages or expenses which the Purchaser may have paid, for which under the contract, the Supplier is liable, may be deducted by the Purchaser from any money due or becoming due to him under the contract or may be recovered by action of law or otherwise from the Supplier.
19. **EXCEPTION TO THE TENDER DOCUMENT:** SAIL, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:
- To accept or reject the lowest offer or any other tender or all the tenders.
  - To accept any tender in full or in part.
  - To apportion the total quantity amongst different Tenderers.
  - To allow purchase preference to the PSUs and Joint venture with PSUs as per the relevant prevailing guidelines of the Government of India.
22. **GENERAL GUARANTEE :** The tenderer shall give guarantee of the materials supplied by them against specified quality, size and workmanship. He will also replace / rectify the materials free of cost, in case defect is observed by the purchaser within 30 days of intimation.

**ANNEXURE-D**

**COMMERCIAL TERMS AND CONDITIONS FOR (FOREIGN SUPPLIERS)**

1. **INSPECTION:**Pre-despatch inspection is not required. Material is to be dispatched under party's TC/GC. However, Purchaser may inspect the materials at his own 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. Supplier has to take corrective action within reasonable period.
2. **BASIS FOR PAYMENT:**Calculation for payment shall be made on the basis of US \$/heat (FOB/CFR) and shall remain firm for the entire period of contract. Any heats,casted/ re-ladled/ re-conditioned ( due to BSL reasons ) successfully from ladle, will be considered as valid heat for the purposes of payment.
  - 2.1 No payment will be made for heat life achieved below 51.
  - 2.2 From 51 heats to 80 heats life of ladles , the payment will be made @  $0.5 \times \text{US } \$/\text{heat (FOB/CFR)} \times \text{actual life achieved for that ladle lining}$ .
  - 2.3 From 81 heats to 120 Heat life of ladles , the payment will be made @  $\text{US } \$/\text{heat (FOB/CFR)} \times \text{actual life achieved for that ladle lining}$ .
  - 2.4 From 121 Heats onward life of ladles , the payment shall be made as “  $120 \times \text{US } \$/\text{heat (FOB/CFR)} + @ 0.75 \times \text{US } \$/\text{heat (FOB/CFR)}$  for additional heats achieved above 120 Heats

**Illustration for ladle life quotation**

Below minimum heat i.e. upto 50 heats	No payment (clause 2.1)
From 51 heats to 80 heats	Payment @ 50% of US \$/heat (FOB/CFR) X actual nos of heats achieved upto 80 heats
From 81 heats to 120 heats	Payment @ 100% of US \$/heat (FOB/CFR) X actual heats achieved upto 120 heats
From 121 heats onwards	Payment @ 100% of US \$/heat (FOB/CFR) X 120 Heats + @ 75 % of US \$/heat (FOB/CFR) X additional nos of heats achieved from 121 Heats & onward

3. **PAYMENT TERMS:**
  - 3.1 **INITIAL PAYMENT:** Initial payments shall be made on the basis of US \$/heat (FOB/CFR) multiplied by 50 % of estimated life declared by the supplier. The freight is also to be paid 50% if bifurcated in PO. The payment shall be made by CAD through Bank OR letter of credit (LC) opened in favour of the supplier by Bokaro Steel Plant on presentation of the under- mentioned documents immediately after despatch of the material. The LC shall provide for payment for 60 days from sight, interest free. All bank charges within India shall be borne by the purchaser and those outside India shall be borne by the supplier.
 

Full set of Clean on Board Bills of Lading	-	1 set
Invoice (Signed in ink)	-	4 copies
Packing List	-	4 copies
Certificate of Origin	-	4 copies
Manufacturer's Test / Quality Certificate	-	4 copies
Insurance Declaration copy	-	4 copies
Fax / Cable Message (as per note below)	-	4 copies

Copies of the Certificate from the supplier to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.

Note: 1) The supplier must communicate despatch/ delivery details by FAX / CABLE within 48 Hours of despatch/ delivery of materials to the purchasers and purchaser's Port clearing agency/ officer as indicated by BSL.

2) Along with the consignment six (6) copies of the packing list to be sent, two (2) copies in case No.1 of each consignment of the goods and four (4) copies in each case [three (3) inside the box and one (1) copy in a special packet at the outer side of the box].

The supplier shall send four (4) sets of Non-Negotiable copies of the above set of documents by courier to the purchaser within three days after the date of vessel sailing as per the mailing list to be indicated by BSL.

**BALANCE PAYMENT:** Balance amount payable / deductible shall be made by CAD through Bank or Telegraphic transmission( TT charges is to be borne by the supplier) to the supplier, as the case may be, calculated on the basis of US \$/Heat (FOB/CFR Kolkata) on a monthly basis as per SI No. 2 ( Basis of payment of Annexure-D) after completion of the campaigns made using the supplier's ladle refractory sets. Purchaser's authorized representative shall issue a certificate within a month limited to 2 times in a month certifying the performance. The payments shall be made within 7 days from the date of submission of applicable documents. Application charge shall be paid after the performance of the Ladle Sets. However, Cenvat credit / CVD shall be availed by BSL. The application charge shall be restricted to only up to estimated life of 105Heats. Rest 50% of freight, if bifurcated in PO, also shall be paid after performance of Ladle sets. In all cases of payment against the set, BSL may avail the Cenvat credit / CVD & reimburse the same to the supplier. This payment term is in conjunction with clauses of 3.17 of Annexure-A

**4. SHIPPING INSTRUCTION:**

BSL reserves the right to place the Purchase Order on either F.O.B. (Load Seaport) or CFR (Kolkata, Seaport) basis as the case may be. Tenderers must note that, all the containers will be routed through ICD, Durgapur, irrespective of INCO Term.

**5. MARKING:**

The bricks shall be manufactured with respective shape number marked with water insoluble ink in English or with indelible paint by stenciling on working surface. In addition to shape number, the supplier shall stencil the material quality and Suppliers abbreviation on the working faces of the bricks. In addition to above markings, colour coding quality wise shall be done on the working surface to avoid mix up of different quality bricks of similar shapes during relining. Supplier shall ensure that the following shipping marks are clearly stenciled with good quality non-fading paint on one side of the package, in character's atleast 150mm high, where size of package will permit.

- a) Name & address of the consignee :
- b) Name of the Supplier:
- c) Country of Origin
- d) Port of Loading
- e) Port of Unloading
- f) Order No. & date issued by respective SAIL steel plant
- g) Description of the goods
- h) Package No.
- i) Gross & Net weights in Kg



Where necessary the package shall be marked with special markings such as “Top”, “Bottom”, “Do not overturn”, etc. as well as a special symbol indicating the top.

**6. PACKING:**

Supplier shall include and provide for securely protecting & packing the material in accordance with the best established practice, so as to protect the contents from damage during transit from point of manufacture until after arrival at site by AIR/SEA/RAIL/ROAD. Under conditions which may involve multiple handling, transport by ship, rail & road, storage, exposure to heat, moisture, rain, etc. and possibility of pilferage. All packing cases, containers, packing and other similar materials shall be new and supplied free by the Supplier and it will not be returned.

The shipment dimensions of each package shall not exceed the maximum dimensions of packing that can be accepted by broad gauge system of Indian Railways. All packing shall be seaworthy. The Tenderer in his offer shall furnish the details of the type of packing proposed by him.

All packages of a consignment of say 8 packages shall be marked as 1/8, 2/8 upto 8/8 Each package shall have detailed packing list quoting specifically the name of the Purchaser i.e. the respective SAIL steel plant, order no., and detailed list of contents. A duplicate copy of packing list shall be put in a waterproof envelope and fastened securely to the outside of the packing.

The supplier will have to make arrangement for restacking of left over bricks from pallets taken out during campaign of ladles in separate palette for reuse in subsequent lining campaign or repair.

Notwithstanding anything stated in this Article, Supplier should be entirely responsible for loss, damage or depreciation to the materials, arising out of defective, faulty or insecure packing or due to insufficient protective measures.

**7. DELIVERY**

Delivery shall be essence of the contract. BSL shall intimate the monthly delivery schedule in the order in terms of number of sets for which the supplier shall arrange to supply the material well in advance.

**8. PENALTY AND RECOVERY:** Bokaro Steel Plant **reserves** the right to make recoveries towards penalties, short receipt, rejection, etc. from any of the supplier’s pending / subsequent bills.

**9. ISSUANCE OF PURCHASE ORDER:** Bokaro Steel plant shall issue the purchase order indicating the detailed terms and conditions including consignee, delivery schedule, paying authority, submission of bill etc. Supplies to Bokaro Steel plant shall be affected and payment shall be made by Boakro Steel Plant.

**10. VALIDITY OF THE CONTRACT:** Validity of **the** contract shall be till the completion of the supply.

**11. LIQUIDATED DAMAGES:** In the event of supply not being effect within and as per the agreed delivery schedule given in the purchase order, liquidated damages, not by way of penalty, at the rate of 1% of the net value or defaulted materials (net of taxes and duties) per month or part thereof, subject to a maximum of 5% shall become recoverable and will be recovered from the supplier.

**12. RISK PURCHASE:** In case the supplier fails to supply as per delivery schedule, the SAIL /BSL reserves the right to procure the material from other sources at the risk and cost of the defaulting supplier. The price differential, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier will have no claim over the quantity that they failed to supply.

13. **DEDUCTIONS FROM CONTRACT PRICE:** All costs/charges/damages or expenses which the Purchaser may have paid, for which under the contract, the Supplier is liable, may be deducted by the Purchaser from any money due in units of SAIL or becoming due to him under the contract or may be recovered by action of law or otherwise from the Supplier.
14. **EXCEPTION TO THE TENDER DOCUMENT:** SAIL, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:
  - a. To accept or reject the lowest offer or any other tender or all the tenders
  - b. To accept any tender in full or in part.
  - c. To apportion the total quantity amongst different Tenderers.
  - d. To allow purchase preference to the PSUs and Joint venture with PSU's as per the relevant prevailing guidelines of the Government of India.
15. **GENERAL GUARANTEE:** The tenderer shall give guarantee of the materials supplied by them against specified quality, size and workmanship. He will also replace / rectify the materials free of cost, in case defect is observed by the purchaser within 30 days of intimation.

## Section – 3

### General Terms and Conditions governing conduct of On-line Reverse Auctions:

#### **1. Brief description of the tender processing for On-line Reverse Auction is given below:**

1. Bidders submit their techno commercial bid along with all the required documents as per the terms of enquiry, which are opened on the due date of opening of quotation.
2. All the Bidders whose offers are found techno-commercially acceptable become eligible for participating in price bidding through On-line Reverse Auction over Internet.
3. Non-placement of bid by an eligible bidder during the Reverse Auction event may adversely affect consideration of the bidder for the subsequent RFQ's.
4. The mjunction would intimate Date & Time for Start of Reverse Auction & duration of auction to the Bidders in advance. Login ID & Password specific to each Bidder is given and demonstration of bidding (On-line) process is given to enable each Bidder fully understand the process of bidding On-line.
5. Thereafter, at scheduled time the screen for On-line bidding is launched wherein the Bidder would put in their best offers through On-line bids in which the Start Bid Price can be reduced by the Bidders to secure orders for the supply of items/services.
6. All eligible Bidders having password can view the bidding screen after acceptance of online declaration on the computer screen and also enter their prices any number of times during the duration of bidding.
7. If it has been decided at tendering stage to distribute the Tendered quantity to more than one Bidder then after conclusion of reverse auction a screen for online matching of lowest price by all Bidder who have participated & placed a valid & accepted bid in the immediate previous stage, other than the L1 bidder, would be launched. Bidders other than L1 can confirm matching on L1 price on the screen.  
The quantity would be distributed among the bidders based on the ranking of bidders at the conclusion of reverse auction and order would be placed on predetermined no. of parties from among the bidders who have placed their bid in all previous stages and matched L1 price .

#### **2. Service Provider:**

For conducting the Reverse Auction, Steel Authority of India Limited (SAIL) has engaged the services of **mjunction services Limited** for conducting the Reverse Auctions. mjunction is fully authorized to give clarifications / coordinate with the Bidder on behalf of SAIL w.r.t. conduct of Reverse Auction. Their address and contact details are as given alongside.

#### **3. Role of Service Provider**

mjunction services limited is the agency (operator) primarily providing the platform for conducting the Reverse Auction. As the agency providing the auction engine, the role of SP would include:

- i. Setup the auction based on tendered item details and bidding rules as mentioned in tender document.
- ii. Providing access through user-id protected by password to the approved bidders to participate in the auction.
- iii. Enhancing bidder awareness by providing them the details / steps of auction process to enable them participate in Reverse Auction and comfort with the auction mechanism and bidding rules.
- iv. Summarizing auction proceedings and communicating the outcome to SAIL.

#### **4. Role of the Bidder**

The role of the bidder is outlined below:

- i. Give consent to online declaration containing Terms and Conditions pertaining to auction before the participation in online auction. Access to auction mechanism shall be provided only after such consent. Failure to provide any response to online declaration will be considered as rejection of the declaration & participation of vendor for such event will be denied.
- ii. Ensure that user-id and password to access the auction is not revealed to unauthorized persons.
- i. mjunction will explain the Reverse Auction process to all the prospective bidders and clarify issues, if any. It will be the responsibility of the tenderers to get them acquainted to their satisfaction with the On-line bidding process by thoroughly interacting with the mjunction. Only SAIL will be empowered to approve any deviations from the RFQ document asked for by the SupplierParticipate in the Reverse Auction with the aim of bidding to secure the auctioned items in the auction (being selected for supplying SAIL's requirement in a Reverse Auction).
- ii. Convey last quoted price in writing to mjunction immediately after close of Reverse Auction.
- iii. Provide breakup of quoted price (if required) within stipulated time as mentioned in tender document or otherwise communicated.
- iv. In the event of winning an allotment, fulfill all obligations under the contract.

#### **5. Conduct of the Reverse Auction.**

The Reverse Auction shall be conducted on pre-specified date & time communicated to all approved & eligible bidders through Auction notice.

In the event of any problems being faced in the smooth conduct of the auction, mjunction shall have the right to undertake one or more of the following steps:

- Cancellation of auction/bid.
- Locking of bidders account (suspension of operations in the account) etc.

Such intervention may even happen without seeking prior concurrence of SAIL. MJ shall notify SAIL, clearly stating reasons, of such cancellation / suspension.

#### **6. Standard Instruction and General Terms & Conditions:**

The **Standard Instruction and General Terms & Conditions** provided herein govern the conduct of On-line Reverse Auctions operated by mjunction. These rules cover the roles and responsibilities of the parties in the On-line Reverse Auctions on the mjunction platform. **Unconditional Acceptance to these General Terms & Conditions is a prerequisite for securing participation in the On-line Reverse Auctions on the mjunction platform.**

1. During the Auction Bidders shall contact the Auction Room nos. (as mentioned in the auction notice) **ONLY** for any assistance/clarification regarding online bid submission. All calls to the auction room numbers are recorded for future reference and training. Calls made to any other contact numbers or mobiles (hand phones) will not be entertained during the auction period. Bidders are required to keep sufficient time in hand while calling to auction room during auction. Auction room numbers may be engaged and in case of call being made during last minutes their call may not

- be connected. mjunction would not be responsible for any issue arising out of non-reachability /non – accessibility of auction room numbers.
2. Bidders shall ensure stable connectivity & use a fast and reliable internet connection. It is advisable to keep an alternate internet connectivity option in case of exigencies as mjunction or SAIL will not be responsible for any dis-connectivity or infrastructure failure at bidder's end and / or for reasons not attributable to mjunction. Manual Extensions (forceful extensions) of auctions will not be provided at the request of a bidder.
  3. Bidders are required to clarify all their technical/RFQ and/ or training related queries prior to commencement of the auction. No training related support shall be provided to bidders after commencement of online auction. For any training requirement during the run-time of auction, bidders are required to refer the training module sent to them prior to auction.
  4. Bidders are required to be agile and alert during bidding. They shall keep their contact numbers free from any other calls so that mjunction's representatives can reach them easily whenever required.  
Do not register your number with "National Do not Call" service as you may receive auction intimation related SMS on the mobile number provided to us. Bidders are also requested to keep their email inbox open and accessible to receive any mail, if sent, during the event from mjunction's side.
  5. Bidders are required to click on "Sign out" whenever they wish to leave the website. If they do not "sign out" properly and leave the website by closing the window directly they may receive a message at your next login attempt as "You are already logged in .Do you want to close the previous session and continue working". In case of such message please ensure that no other representative of their company is logged in already with their credential before login. In case any bidder has signed out properly from your last session and no other representative of your company is logged in but still receiving the above mentioned message kindly change your password and/or inform mjunction for any required help.
  6. The bids placed by any bidder will only be accepted once they are registered in our server. There may be some delay in the same depending upon the speed and traffic of the internet connection used at bidder's end. To ensure registry of bids please bid at least 3 minutes prior to auction closing time. Bidder's submitting their bid in last moments would be doing so at their own risk.
  7. Auction will start as per the prefixed time schedule intimated in Annexure-01 of the Auction Notice. The time indicated in notice is fixed and under no circumstance will this time be changed on bidder's request. It is the responsibility of bidders to take part in the auction on scheduled date and time for which mjunction would be providing all the necessary training and technical requirement like creating, scheduling the auctions and providing access to bidders to participate in the auctions. In case you are unavailable/not reachable prior to the auction, mjunction reserves the right to launch and conclude the event on scheduled time without your participation.
  8. mjunction services limited retains the right to cancel or reschedule or relaunch of the Online price negotiation on any of the followings reasons:
    - a. On advice of SAIL

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- b. The number of confirmed Bidders is deemed to be insufficient to conduct the online price negotiation.
- c. Majority of the confirmed Bidders are unable to access the module due to infrastructural problems such as sustained/ Planned power failure or telecommunication breakdown.
- d. If there is infrastructural failure at mjunction's end, resulting in unavailability of auction engine to Bidders for bidding purpose.

The duration of auction may also vary from the pre-specified period of time on account of termination of the auction by M/s mjunction services limited on the advice of the SAIL or on its own accord in case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and/or the integrity of the auction process.

9. Bidders will be eligible for participation in the subsequent /next stage of the online price negotiation only if they have participated (placed an accepted & valid bid) in immediate previous stage.
10. Events which constitute of multiple stages may take more than one day to conclude and/or these stages may be conducted on different days. Please note the completion date-time of the last stage would be considered as completion time of the event.
11. All organization should note that the executive of the participating organization placing bids online shall be treated as an authorized representative of the organization for participating in the auctions.
12. User Id and password are the unique combination to ensure that only bidder or their authorized personnel can login to our auction website and participate in auction procedure. Bidders are requested to change the system generated password provided to them at the time of first login. mjunction or SAIL will not be responsible for any misuse of their Login ID and password. Bidders are responsible for maintaining the confidentiality of their User ID and Password (as also that of "secret question"/ "secret answer" combination, if any) and for restricting access to their computer, computer system and computer network and they shall be held responsible for all activities that occur using their User ID and Password.
13. Multi log in using the same User ID & Password is not permitted. Please note that you can login with your user id and password from one connection only. In case multiple login happens then second logger will receive a message indicating that someone is already logged in using the login ID. In this scenario, mjunction request you to ensure whether any authorized representative from your side is logged in to the system or not. In case it is not fact, please intimate any mjunction representative for the same on immediate basis.
14. Bids once placed cannot be cancelled / withdrawn/ reversed and Bidders shall be bound to honour their prices submitted at any/all stage of the auction proceedings. If they back out and not supply the materials/service as per the rates quoted, SAIL may take appropriate action against them as deemed fit.
15. In the event when the stage-2 (online reverse auction / dynamic bidding) is initiated considering the L1 of the previous stage (Stage – 1: Online Sealed Bid event) as the start bid price and the L1 price is accepted by a bidder other than the bidder who placed the L1 bid in the stage-1 and further if there is no more bids, the system shall declare the bidder who has placed / accepted the start bid price in the stage-2 as the L1 bidder of the event.  
For e.g – Bidder A is the L1 bidder in stage - 1 and in stage-2 the L1 bid is considered as the

start bid price. Now in stage - 2, bidder-B accepts the start bid price and there in no further bids in this stage. In such case Bidder- B will be considered as L1 as Bidder-B has accepted the price in stage2.

However, in case there is not a single bid in stage-2 where the start bid price considered is the L1 of stage-1, SAIL shall reserve the right to place the order to L1 bidder of the stage 1 (online sealed bid).

16. mjunction is not liable for the expired instruments in the form of EMD/ DD / BG submitted for participation against any particular tender.
17. mjunction services limited, does not guarantee continuous, uninterrupted or secure access to its services, and operation of the Website/Portal may be affected by numerous factors beyond its reasonable control. mjunction services limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
18. **Force Majeure** : If at any time during the continuance of this Agreement, the performance of any obligation under this Agreement, in whole or in part by mjunction, be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, failure of Internet of mjunction, Technical /Connectivity failure etc. or acts of God (hereinafter referred to as "events") the Bidder shall by reason of such events have no claim for damages, direct and/or indirect, against mjunction in respect of such non-performance and/or delay in performance.
19. **Confidentiality** : Bidder recognizes that the information on mjunction that it will come across during the course of e-Auction is confidential and accordingly for a period of five (5) years after the date of this Agreement shall treat as confidential any and all information hereafter made available to BIDDER directly or indirectly by mjunction, including verbal explanations as well as any and all documents such as reports, proposals and drawings furnished by mjunction or by third parties having access to information, shall not use information received for any purpose other than the purpose agreed between the parties and shall not disclose any of the said information to any third parties including affiliated companies, either in writing or verbally or by any other means, except to the extent needed for such exercise.
20. **Arbitration**: Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties. Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed thereunder along with amendment made thereto-up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.
21. **Jurisdiction** : Bidder consents that Courts at Kolkata shall have exclusive jurisdiction.

## 7. Limitation of Liability of mjunction

- a. All commercial/ contractual terms are offered by and agreed to between buyers and sellers alone. mjunction does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/ contractual terms between buyers and sellers.
- b. mjunction is not responsible for any non-performance or breach of any contract entered into between users/ Registered Users/Bidders. mjunction cannot and does not guarantee that the concerned users/ Registered Users/Bidders will perform any transaction concluded on the Website/ Portal. mjunction shall not mediate or resolve in any manner whatsoever any dispute or disagreement between users.

- c. Mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the services.
- d. SAIL's decision on award of Contract shall be final and binding on all the Bidders.
- e. Mjunction services limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- f. Mjunction shall not be liable to the SAIL / bidders in the auction or any other person(s) for any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructural facilities or any other shortcomings.

#### **8. Right of SAIL**

SAIL reserves the right to fully / partly accept the bids or completely reject the same at any stage at its sole discretion.

#### **Definition of Key Terms – Reverse Auction**

**1. Reverse Auction:** Reverse Auction refers to a forum where the requirement for one/more Lots of a Tendered items is stated and the participants are required to bid down the price to be selected to supply the requirement.

**2. On-line Reverse Auction:** On-line Reverse Auctions refer to those Reverse Auctions conducted through the Internet. In other words, the venue for the auction is on an Internet website/platform. The Mjunction website (<https://auction.buyjunction.in>) or any other URL assigned by Mjunction would constitute the venue for the purpose of the On-line auction.

**3. Award at the Reverse Auction:** The bidder quoting the lowest price is normally allotted the Tendered items unless otherwise specified by the SAIL.

**4. Buyer i.e. SAIL:** SAIL is the individual/business entity who has contracted Mjunction to conduct such Reverse Auction. In case of Reverse Auction, the purpose would be to meet their requirement for Tendered items from among the sellers desiring to sell the Tendered items to the SAIL.

**5. Bidder:** Bidder is the individual/business entity participating in the Reverse Auction, intending to supply the Tendered items to the SAIL. To become a Bidder in the auction, a business entity has to secure SAIL's approval for participation and also provide written consent to the General Rules and Regulations.

**6. Auction Engine:** Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows.

Mjunction is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

#### **7. Auction Notice:**

The Auction Notice refers to the document provided by Mjunction service ltd prior to the online reverse auction. The purpose of the Auction Notice is to provide approved bidder with the required information and terms specific to the auction as well as general terms & condition pertaining to participation in online reverse auction. Generally an auction notice includes:

- i. Start Time and duration of the Auction stages.
- ii. Item/market description along with bidding quantity.
- iii. Bidding basis for the auction.
- iv. Auto extension time.



- v. General terms & conditions
- vi. Last bid confirmation & Price break up format
- vii. Special instructions (if any)
- viii. Declaration (To be accepted online)

**8. Start Time:** Start time refers to the time of commencement of the conduct of the On-line auction. It signals the commencement of the Price Discovery process through competitive bidding.

**9. Duration of the Reverse Auction:** It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. The conditions include:

- a. On sole advice of SAIL
- b. Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

**10.Auto Extension of the Auction Timings:** In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose will be specified in the auction Notice. Auto extension is only applicable for Reverse auction stage.

**11.End of the Reverse Auction:** End of the Auction refers to the termination/closure of the auction proceedings signaling an end to the price discovery process.

**12. ID and Pass Word:** Password and ID shall be given to all the eligible Bidders by the mjunction for enabling them to participate in the Reverse Auction.

**13 Start Bid Price:** Wherever indicated, Start Bid Price, is the Maximum Price, which will be accepted by the Reverse Auction engine. Bidder have to quote a price lesser than the Start Bid Price for participating in the Reverse Auction. The auction system shall not accept price higher than start Bid Price for a lot. Start bid price (Wherever applicable) would be displayed on line during reverse auction stage).

**14. Minimum Decrement: Minimum Decrement:** Minimum decrement is the minimum amount by which, a Bidder has to reduce his bid value in order to beat the latest lowest bid. For example if a bidder bids Rs 10,00,000/- for a market, others, in order to beat this bid, have to quote a lower price with a minimum decrement say of Rs.2,500/- i.e. in order to be eligible they have to quote Rs. 9,97,500/- (or lower) for the same market. This minimum decrement shall be pre-decided by SAIL.

Depending upon the auction strategy Bidder may be able to provide decrement in multiple of minimum decrement amount or may be able to reduce any value higher than minimum bid decrement.

For Rank bidding event (dynamic price negotiation) Bidder has to reduce his bid from his last quoted bid.

**15. Proxy Bid:**

In the following circumstances, a bidder may opt for proxy bidding.

- 1. Where the bidder is not confident of a reliable Internet Connectivity
- 2. When the speed of Internet Connection is slow and unable to catch-up with the speed of Competitor's bids
- 3. To remain a leading bidder till the lowest bid value fed in the auction machine.

4. Where the bidder is required to put bids in more than one Market/Lot at a time
5. Bidder is pre-occupied and not in a position to put bids live as the auction is going on. Proxy bid facility safe guard bides from any connectivity issue, infrastructure failure (like: power, link, slow speed, computer etc.) during auction. Proxy bidding also helps when multiple markets/auctions are running at a time.

Proxy facility works in following manner:

You would be able to set a proxy limit with your best bid for the auction. Process to set proxy value:

- a. Place your desired proxy bid amount in 'new bid box'.
- b. Check on the 'Proxy' bid check box.
- c. Check on the 'new bid' Box available at the extreme left hand side of the market.
- d. Click on the submit button available on the bidding screen.

Once a proxy limit is set, system automatically bids on behalf of the bidder by reducing one decrement compared to the L1 bid for the market. Thus it ensures that bidder who has activated proxy will be the leading bidder (L1 bidder) till the proxy limit is reached. Your Proxy bid value is neither known to your competitors nor to mjunction. It remains undisclosed at the back end of the system. System will continue to revise your bid in stipulated decrements; so long it receives a revised bid from your competitor. In case the system does not receive any revised bid and the market ends, you will be the L1 for that market at the market price prevalent at the time of closure. Even in-case(s) of tie bid (i.e. proxy bid activated from your side and normal bid of that same amount is placed by your competitor), your proxy bid will be declared as lead bid for that time being for that particular market since you have activated proxy bid and your competitor will be shown 'outbid' message.

**Note:** Proxy bid submission facility can be utilized only in standard reverse auctions (i.e. reverse auctions without template/factor/loading or premium discount /Rank Bidding etc).

Warning : Proxy bid once activated cannot be deactivated however it can be revised only on the lower side.

Explanatory Note of Proxy Bid Reverse auction stage has started with the Start Bid Price of 200 INR and Bid decrement of 5 INR. You have activated a proxy of 150 INR at the very beginning of the event. In such scenario whenever competitor places a bid, system will itself automatically place a bid on your behalf which would be one decrement lower than the competitor's bid value & ensure that you would be L1 bidder for the market.

Upon due competition the market price has gone down and presently it is at 165 INR, your competitor places a normal bid of 150 INR. System will display 'outbid:' message to the competitor for their bid of 150 INR and your bid of 150 INR will be declared as lead bid at that instance of time till any other bid lower than your proxy bid gets registered in the system before closure of runtime of auction.

**FORM - 1**

(To be submitted on Supplier's Letter Head)

**Format for Acceptance of General Terms & Conditions, Commercial Terms and all other  
Terms of the Reverse Auction**

We \_\_\_\_\_  
(Supplier Name)

having registered office at \_\_\_\_\_  
(Address)

agree to all the Commercial, General & other Terms & Conditions listed in the

Tender (NIT) No.

for procurement of ..... through  
Reverse Auction.

We confirm that we are in a position to supply material as per the specification given in NIT. We have also understood the Reverse Auction Process and the Reverse Auction rules and special instructions given in the NIT. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf.

The details of the person authorized to bid on our behalf are as follows.

Name & Designation :

e-mail ID :

Contact phone nos. :

Address :

(Signature & Seal)

Place :

Date :

**FORM – 2**

**Format for submitting last quoted prices**

*(To be submitted on Company Letter Head of the Bidder)*

**(To be sent within 4 hrs of conclusion of the Reverse Auction)**

To,  
metaljunction services limited  
1<sup>st</sup> Floor, Tata Centre  
43, Jawaharlal Nehru Road  
Kolkata – 700 071

**Fax: 033 – 2288 3536**

**Ref: Reverse Auction for .....for Bokaro Steel Plant held on .....**

Reference above, we hereby confirm our Market wise last quoted prices in the Reverse Auction held on ..... for .....for Bokaro Steel Plant.

<b>Market No.</b>	<b>Last Quoted Price</b>

We also confirm that we will submit item wise price break-up, within two working days from the date of Reverse Auction.

Signature :

Name :

Designation :

Date :

**FORM - 3**  
**FORMAT FOR TAXES AND DUTIES**

- Please use this sheet to specify the Excise duty, Sales Taxes & other duties.

1.	Excise Duty (ED): Applicable/ Not applicable		
2.	Present ED rate, if applicable		
3.	Tariff number		
4.	Excise Registration Number		
5.	Taxes applicable		
	Sales Tax (%)	In figures	
		In Words	
	Other taxes & duties, if applicable, (%)		
	Description	In figures	In words
6.	Please indicate the following applicable for your company		
	Sales Tax registration number / TIN		
	Central Sales Tax registration number		
	VAT registration number		
	Other taxes registration number		
	PAN number		
	Bank Account number		
	Bank name/Branch name		
	Bank City		

(Signature & Seal)

Name :

Designation :

Place:

Date:

**FORM – 4**

**FORMAT FOR BASIC INFORMATION ABOUT THE TENDERER**

NIT Number: \_\_\_\_\_

Date: \_\_\_\_\_

Instructions to fill up the Basic Information:

- (i) Please use this worksheet to specify basic financial/ IR/ Contact information; an authorized person should sign the document at relevant section.
- (ii) Past Industrial Relations track record, please mention if there was closure/ cessation of work at any of your plant(s) in the last 5 years.
- (iii) Use this form as Proforma/ Format. Use additional sheets to provide relevant information.
- (iv) Provide all the certified relevant documents w.r.t claims made in this Form.

1	Company's Name						
2	Ownership Details						
3	Manufacturer/ Distributor/ Dealer						
4	Mention, if PSU/ Joint venture with PSU/ SSI Unit						
5	Incase of PSU - Central PSU or state Govt. PSU						
6	Incase of a Joint Venture, details of % wise equity holding						
7	SSI Unit details, if applicable						
8	ISO Status						
9	Whether product is ISI Marked or as per ISI						
10	Contact Person & Designation						
11	Phone No.						
12	Fax No.						
13	E-mail						
14	Financial details of Turnover & profit for the last 3 years						
15	<b>Major Manufacturing Capabilities</b>						
	Sr. No.	Name & Address	Installed Capacities	Capacity Utilized	Present level Order booking		
					FY 1	FY 2	FY 3
16	The year of inception of the company/ business						
17	Stocking points w.r.t to location of Bokaro Steel Plant						

I hereby certify that all information provided above is correct to the best of my knowledge.

(Signature, name & seal of the authorized person)

**Form 5**  
**Format to Submit Bank Guarantee toward Earnest Money Deposit (EMD)**

**(To Be established through any scheduled bank except Cooperative and Gramin Bank)**

To,  
Steel Authority of India Limited  
Bokaro Steel Plant  
Ispat Bhavan, Bokaro Steel City - 827001  
Jharkhand (India)  
Bank Guarantee No: \_\_\_\_\_

Date : \_\_\_/\_\_\_/\_\_\_\_\_

**Letter of Guarantee**

Whereas Steel Authority Of India Limited, Bokaro Steel Plant (hereinafter referred to as BSL) have invited Open Tender vide Tender No BSL/PUR/\_\_\_\_\_ (hereinafter referred to as the said Invitation to Tender) for purchase of \_\_<mention item>\_\_.

And whereas the said invitation to tender requires that any eligible tenderer wishing to make an offer in response thereto shall establish an irrevocable Earnest Money Deposit (Bid Bond) in favour of SAIL/Bokaro Steel Plant in the form of Bank Guarantee for an amount of Rs \_\_\_\_\_ (Rs \_\_\_\_\_) valid up \_\_\_/\_\_\_/\_\_\_\_\_ as a guarantee that the tenderer :

- (a) Shall keep his offer firm and valid for acceptance by SAIL/Bokaro Steel Plant upto \_\_\_/\_\_\_/\_\_\_\_\_.
- (b) And whereas, M/s \_\_<name of tenderer>\_\_ (hereinafter referred to as the said Tenderer) wish to make an offer in response to the said invitation to tender for supply of \_\_<mention item>\_\_.

Now this bank hereby guarantees that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this bank shall pay to SAIL/Bokaro Steel Plant on demand, without BSL having to substantiate its demand, and without protest or demur Rs.\_\_\_\_\_ (Rs.\_\_\_\_\_). This bank further agrees that the decision of SAIL/Bokaro Steel Plant as to whether the said tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

**This bank further undertakes that this guarantee can be operable from our Bokaro Steel City branch** and shall remain irrevocably valid and in force initially up to \_\_\_/\_\_\_/\_\_\_\_\_ and the same shall be extended further according to the provisions contained therein above.

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

For and on behalf of  
(Name of the Bank )

Name and address of Bank :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duly constituted attorney  
and authorised signatory

**FORM - 6**

**Format for Submission of Online Sealed price bid for INDIGENOUS TENDERERS**

Please submit online sealed price bid directly to mjunction (webpage to be accessed through the [URL:http://www.buyjunction.in](http://www.buyjunction.in)) on LCNS; F.O.R. BSL Store, B S City basis.

LCNS (Material Supply) = (Basic Price plus packing charges if any + ED + CST/VAT + freight + any other taxes / charges (if any) – CENVAT and other setoff, if any.)

LCNS (Application) = (Application Charge + Service Tax +Swachh Bharat Cess + Krishi Kalyan Cess – CENVAT on Service Tax- Krishi Kalyan Cess)

Only a system generated acknowledgement of submission of online sealed price-bid needs to be submitted along with techno-commercial bid.

REF: Tender No.(N.I. T). BSL/PUR/GT/P14/0679 dt. 03.05.2017

Item	Quoted Price (LCNS in Rs/Heat)		
	Supply	Application	(Supply + Application)
300 T Steel Ladle Refractory Set for SMS II on Supply & Application basis with Total Refractory Management System			

**NAME & SIGNATURE OF THE AUTHORISED SIGNATORY  
OF THE BIDDER ALONG WITH SEAL OF THE COMPANY**



**FORM - 7**

**Format for Submission of Online Sealed price bid for FOREIGN TENDERERS**

Please submit online sealed price bid directly to mjunction (webpage to be accessed through the [URL:http://www.buyjunction.in](http://www.buyjunction.in)) on F.O.B. (Load Sea Port) as well as CFR (Kolkata Sea Port).BSL reserves the right to finalize order on FOB or CFR, Kolkata basis.

For the purpose of calculating the Landed cost net of Setoff (LCNS) on F.O.R BSL Store, B S City basis, all the applicable duties /downstream cost/charges shall be loaded on CFR prices. Price evaluation will be done on Rs/Heat LCNS basis, considering both Material Supply & Application Charge component together.

LCNS (Application) = (Application Charge + Service Tax +Swachh Bharat Cess + Krishi Kalyan Cess – CENVAT on Service Tax- Krishi Kalyan Cess)

Only a system generated acknowledgement of submission of online sealed price-bid needs to be submitted along with techno-commercial bid.

REF: **Tender No.(N.I. T). BSL/PUR/GT/P14/0679 dt. 03.05.2017**

**MATERIAL SUPPLY COMPONENT:**

Item	Currency Of Quoted Price	F.O.B (load port) Price Per Heat	C.F.R (Kolkata) Price Per Heat
300 T Steel Ladle Refractory Set for SMS II on Supply & Application basis with Total Refractory Management System			

**APPLICATION CHARGE COMPONENT:**

Item	Application Charge (Rs Per Heat, LCNS)
300 T Steel Ladle Refractory Set for SMS II on Supply & Application basis with Total Ladle Management System	

**NAME & SIGNATURE OF THE AUTHORISED SIGNATORY  
OF THE BIDDER ALONG WITH SEAL OF THE COMPANY**