



**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
(A Govt. of India Enterprise)**

**PROJECTS DIVISION :: CONTRACTS DEPARTMENT**

**PROJECT OFFICE 'A' BLOCK, VISAKHAPATNAM – 530 031**

GRAMS: UBEAM, Phones: (0891) 2518277, 2518429, FAX No:0891-2518764

Web site: [www.vizagsteel.com](http://www.vizagsteel.com) E-mail : [hod\\_projcont@vizagsteel.com](mailto:hod_projcont@vizagsteel.com), [projcont@vizagsteel.com](mailto:projcont@vizagsteel.com)

**OPEN TENDER NOTICE NO.VSP- 15 OF 2014-15 DATED. 14-07-2014**

Sealed Percentage tenders in the prescribed form are invited from experienced contractors for the following work:

1. Name of the work: “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and related areas”. Specification No.VSP-6.3-13-UTL-058.

Cost of Tender Document (Non-Refundable)		Duration of contract  Completion Period	Estimated Cost (including all taxes & duties) (Rs)	Earnest Money Deposit (Rs.)
By hand/ By downloading	By Post/ Courier	<b>9 (Nine) months</b> from the date of Letter of Acceptance(LOA)	<b>Rs.5,31,42,410/-</b>	<b>Rs.7,50,000/-</b> (Refer Clause 2.2(a) of Instructions to Tenderer regarding EMD)
<b>Rs.3000/-</b>	<b>Rs.5000/-</b>			

2. Brief Scope of work: The scope of work includes supply, shop testing, transportation, storage, fabrication, erection, testing, inspection, flushing and cleaning, thermal insulation, earthing, painting, site testing and commissioning of miscellaneous outdoor pipeline (ODPL) works and dismantling and/or re-erection of erected equipment as required along with associated structural steel works on Percentage tender basis as per the above Specification No.VSP-6.3-13-UTL-058. Structural Steel as required and certain pipe work items as listed at Annexure-5C of the specification shall be issued by VSP.
3. Cost of Tender document(s) shall be paid in the form of Account payee Demand Draft/ Bank Pay Order/ Banker's Cheque obtained from any Scheduled Bank drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT payable at Visakhapatnam. THE COST OF TENDER DOCUMENT(S) WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.
4. Earnest Money Deposit (EMD):  
**EMD** shall be submitted in the form of **DD/BC/PO/BG**.

EMD submitted in the form of Banker's Cheque or Demand Draft or Bank Pay Order (subject to realization) shall be drawn on Nationalized Banks or Scheduled Commercial Bank in India in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, payable at Visakhapatnam.

EMD submitted in the form of Bank Guarantees (as per the format enclosed at Appendix-1 of GCC VSP-NTK-03 revised JAN 2008, shall be encashable at Visakhapatnam. The issuing branch of the Bank shall indicate in their covering letter the full address and telephonic numbers of the controlling Branch of the bank from where confirmation for the BG can be obtained.

5. **Procurement of tender document** : The tender document can be obtained:

- i) By downloading from VSP website **www.vizagsteel.com**.
- ii) By hand (i.e., collection in person) / by post from the office of GM(Projects)-Contracts, Project Office, A-Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam-530 031 on written request in bidder's letter head and on payment of tender cost.
- iii) Last date & time for issue of tender document(s) by hand/post is **upto 16.30 Hrs on 07-08-2014**. The cost of tender document received along with tender document will not be refunded under any circumstances upon receipt of tender.

6. **Eligibility Criteria for consideration of Tender:**

Please refer Part-A of Tender Document.

6.1 Tenderer is required to unconditionally accept the “**Integrity Pact**” enclosed to this NIT and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered.

Address and the Contact details of Nodal Officer, Integrity Pact Programme is as follows:

Sri S.K.Gupta, ED(MM),  
Room No.429, 3<sup>rd</sup> Floor, A-Block  
Administrative Building  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant  
Visakhapatnam – 530 031  
Andhra Pradesh, INDIA  
Mobile No.09866185257  
Email:guptask@vizagsteel.com  
Office FAX No.0891-2518753/2518756,  
Ph.No.0891-2518683

Names of the Independent External Monitor (IEM) are as under:

- (i) Shri V.Velayutham, Ex-DG (RD)&SS, D/o Road Transport & Highways.
- (ii) Shri Venugopal K Nair, IPS (Retired)

Bio-data and contact details of above IEMs is available at RINL, Website, [www.vizagsteel.com](http://www.vizagsteel.com) .

7.0 **Submission of Tender:** The Tender shall be submitted in **three (3) envelopes**:

7.1 **Envelope No.1:** (To be super scribed as Envelope-I with self-address, Name of the Work, Tender Notice Number).

This shall contain:

- a) Cost of Tender Document (in case the Tender document is downloaded from the website),
- b) Earnest Money Deposit (EMD) as per para-1 & 4 above.
- c) Duly signed Integrity Pact.
- d) Part A-eligibility criteria Supporting documents, **5(five)** sets (1-original & 4-copies).
- e) Part B –check list duly filled with required documents, **5(five)** sets (1-original & 4-copies)
- f) Bank Account details for e-payment, refund of EMD/SD etc. as per revised **Appendix-9** given at addendum to GCC NTK-03 revised Jan '08.
- g) Documents relevant as per clause No.13.0 of ITT of NTK-03 revised JAN 2008
- h) The tenderer shall submit a copy of their PF,ESI & Service Tax Registration Certificates indicating their code numbers. In case the same are not available, they shall submit a letter of undertaking to submit the same before commencement of contract in case they become successful tenderer.

- 7.2 **Envelope No.2:** (To be superscribed as “**Envelope-2 - Technical and Commercial Offer**” with self address, Name of the work, Tender Notice Number) in 3 (three) sets [1 [one] Original + 2[two] Copies].

This shall contain:

- a) Open Tender Notice No.VSP-15 of 2014-15, Dt.14.07.2014with Annexure-1&2.
- b) General Conditions of Contract [GCC] - VSP-NTK-03-Revised-January’2008.
- c) Special Conditions of Contract (VSP-SCC-STRL)-Revised-January’2008 for Structural & Cladding Works.
- d) Special Conditions of Contract for Pipework and Associated Equipment & Accessories (SCC) No. VSP-SCC-UTILITIES (Revised Jan’2008)
- e) Specification No: VSP-6.3-13-UTL-058 with Preamble to BOQ, BOQ & Drawings.
- f) General Specifications and List of Preferred Makes.
- g) Copy of the signed unpriced schedule format (Quote Sheet), indicating **XXX** in place of quoted prices.

**All the pages are to be duly signed by the Tenderer.**

**The Tenderer shall note that no price/prices shall be indicated in either Envelope-1 or 2.**

- 7.3 **Envelope No.3:** (To be super scribed as “**Envelope-3 Price Bid**” with self-address, Name of the Work & Tender Notice No.).

This shall contain: **Price Bid: Quote Sheet** duly filled in and signed.

**The Tenderer shall note that no conditions shall be written in this Price Bid. Prices quoted by the tenderer shall be strictly in VSP’s Format duly signed by the Tenderer.**

- 7.4 The above three envelopes shall be sealed in an outer envelope super scribed as follows and submitted before the specified time and date of submission of Tender.

- i) Name of the Work
- ii) Tender Notice No. & Date
- iii) Due date and time of submission of the Tender.
- iv) Self Address, contact phone numbers and fax numbers.

8. **Date, time & place of submission:** Tenders will be received in the Office of DGM(Projects Contracts) I/C, Project Office, “A” Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam- 530 031 upto **3.00 PM on 14-08-2014.**

If the tender receiving date happens to be VSP’s closed holiday or an extra-ordinary holiday, the tender will be received **upto 3.00 PM** on the following working day and the same shall be opened immediately, thereafter.

9. **Procedure for opening of tender** : Tenders shall be opened as indicated below in the office of DGM (Projects Contracts) I/c, Room No.20, Project Office-A-Block in presence of authorized representatives of the Tenderers who may choose to be present.

- 9.1 Envelope-I shall be opened immediately after the last date and time of receipt of tender for verification of cost of the Tender Document (in case downloaded from Website), Earnest Money Deposit (EMD) and eligibility criteria supporting documents etc.

- 9.2 The Envelope-II shall be opened at a later date and time, only on satisfactory fulfillment of requirements of envelop-1, which shall be intimated.

- 9.3 Time, Date and Venue of opening of Envelope-3(Price Bid) of the Tender will be intimated to only those tenderers whose offers are found to be technically and commercially acceptable.

10. The tender documents and other details are available for download under “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and ASU-V areas” at Project Contracts page our web site [www.vizagsteel.com](http://www.vizagsteel.com) Bid document (**VSP-15.zip**) consists of the following files:

- i) Detailed Notice Inviting Tender, NIT No. VSP-15 of 2014-15 dated 14.07.2014 along with Annexure-I & II.
- ii) Part-A & B Eligibility criteria & Check List
- iii) Part-C
  - Volume-I Instructions to the Tender (ITT) & General Conditions of Contract for Construction works (GCC) No. VSP-NTK-03 (Revised Jan'2008)
  - Volume-II Technical Specification No. VSP-6.3-13-UTL-058 & Drawings.
  - Volume-III General Specifications and List of Preferred Makes.
- iv) Part-D
  - Volume-I Special Conditions of Contract for Structural works (SCC) No. VSP-SCC-STRL (Revised Jan'2008)
  - Volume-II Special Conditions of Contract for Pipework and Associated Equipment & Accessories (SCC) No. VSP-SCC-UTILITIES (Revised Jan'2008)
- v) Part-E Quote Sheet.

10.1 The detailed NIT is also available in Govt. website [www.tenders.gov.in](http://www.tenders.gov.in).

11. The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in website is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents issued or found tampered / altered / incomplete, they are liable for actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

12. It will be presumed that the tenderers have gone through the entire tender document which shall be binding on them.

13. The tenderer shall download the “tender document” available on the website in totality and submit the same duly signed on each page.

If it comes to the notice of VSP at any stage right from request for enlistment/tender document that any of the certificates/documents submitted by applicant for enlistment or by bidders are found to be false / fake / doctored, the tenderer will be debarred from participation in all VSP tenders for a period of 05 (Five) years including termination of contract, if awarded. EMD / Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit, if any, and recovery of risk and cost charges etc., Decision of VSP Management will be final and binding.

14. Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/experiences/qualification/any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.

15. One representative shall represent one firm only for collection of Tender Document.

16. RINL reserves the right to (a) issue or refuse tender documents without assigning any reason, (b) Split and award the work to more than one agency (c) reject any or all the tenders or to accept any tender or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of tender documents thereupon.

17. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post / Courier etc.

18. The tenderer shall furnish complete details of works executed, works in hand and details of plant and machinery in prescribed format and also give further details as sought during techno-commercial discussions. Non-compliance of this condition may result in the tender getting disqualified.

19. Tenderer shall necessarily indicate contact FAX number and valid active email addresses in their offer. Communication given through the fax numbers / email IDs indicated shall be deemed as duly delivered to the tenderer.
20. Tenderers may also utilize the following e-mails **hod\_projcont@vizagsteel.com** & **projcont@vizagsteel.com** for correspondence.
21. RINL reserves the right to reject the offers of the tenderers whose performance is poor in awarded/ongoing works, if any.
22. Tender papers will not be issued to parties upto a maximum period of two years from the date of such communication who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the employer in this regard will be final and binding.
23. The current performance of the tenderer in VSP for works already awarded and is under execution shall also be taken into account while deciding to award further works in VSP and if the current performance is not satisfactory, VSP reserves the right to disqualify such tenderers.
24. VSP reserves the right to check the authenticity of the documents/certificates submitted, and/or verify performance of the tenderers in the works executed by them earlier from their clients. In case, the report of the client shows bad/poor/unsatisfactory performance rating, then, the offer of the tenderer is liable for rejection.
25. VSP shall not entertain any revised price/revision in price basing on the technical discussions unless VSP itself changes specification/scope when compared to Tender specification/scope, which calls for revision in the estimate.
26. Tenderers shall note that RINL reserves the right to exercise the option to finalizing this tender through on line competitive bidding (i.e., Reverse E-Auction). Details of on line bidding process (i.e., Reverse Auction) shall be communicated to all the techno commercially qualified bidders at an appropriate time. In this connection, tenderers may visit the link <http://www.VIZAGSTEEL.COM/projectcontracts> for downloading the '**standard online bidding procedure**'.  
  
However, in case on line bidding is not conducted, RINL shall have the right to open the Sealed Price Bid(s) submitted by the bidders and process the tender as per the prevailing tendering procedures of RINL.
27. Tenders submitted against the NIT shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD by clearly stating the extend of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The Employer reserves the right to open the original offer along with revised offer(s).
28. Interest free advance shall not be granted and if any tenderer submits an offer insisting on interest free advance, the offer shall be summarily rejected.
29. The successful tenderer shall submit PF & ESI Codes before commencement of contract.
30. VSP reserves the right to open original price bid, if felt necessary in case the tenderer is allowed to submit revised price bid.
31. If a tenderer submits more than one tender, then all the tenders submitted by the said tenderer shall be rejected.
32. VSP, after opening of tender/bid document may seek, in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the tenderer/bidders or issuing authority for confirmation of eligibility/pre-qualifications stipulated in the NIT.
33. Tender documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay / loss/ any website related problems in downloading the tender

documents etc. RINL reserves the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency (c) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of without any liability to RINL and without being liable to refund the cost of tender documents thereupon.

34. At any time prior to the deadline for submission of the bids, the Project Contracts Dept may for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's Website at regular intervals.
35. Tenderers may please note that any amendment/corrigendum to this tender notice will be notified/displayed in VSP's website [www.vizagsteel.com](http://www.vizagsteel.com). The tenderers should refer to VSP's website regularly for such corrigendums.

<b>R I N L VIGILANCE TOLL FREE NUMBER 1800 425 8878</b>
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**DGM (Projects Contracts) I/c**

**INTEGRITY PACT**

**Rashtriya Ispat Nigam Limited (RINL)** hereinafter referred to as **"The Principal"**,  
and

..... hereinafter referred to as  
**"The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid down organizational procedures, a contract for the work "Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for VSP 6.3 MTPA and related areas". Specification No.VSP-6.3-13-UTL-058.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor(IEM) by name, from the panel of IEMs, at the tender stage, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/contractor(s):

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
  - (a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in

the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

- (b) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- (c) The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/ contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/ representative(s) have to be in Indian Rupees only.

Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

- (e) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 – Disqualification from tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the

Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

#### Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

#### Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

#### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the CVO of RINL.

Section 8 – Independent External Monitor(s)(IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/ Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/ contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

#### Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

#### Section 10 – Other provisions:

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)  
Place -----  
Date -----

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)  
(Office Seal)

Witness 1:  
(Name & Address)

\_\_\_\_\_

Witness 2:  
(Name & Address)

## GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/ contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:
  - 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
    - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
    - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
    - 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:
  - 3.1 Bidders of Indian Nationality shall furnish the following details / certificates in/along with their offers:
    - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
    - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
    - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.

- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

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## ANNEXURE-2

**ADDENDUM/CORRECTIONS TO GENERAL CONDITIONS OF CONTRACT(GCC) FOR CONSTRUCTION WORKS (VSP-NTK-03-REVISED)-JANUARY,2008, APPLICABLE FOR THE WORK** “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and related areas”. Specification No.VSP-6.3-13-UTL-058.

### LETTER OF SUBMISSION OF TENDERER

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	3 <sup>rd</sup> Para	I/We undertake to complete and deliver the whole of the Work as per the Contract within the completion period mentioned in the NIT, from the tenth (10th) day of issue of Fax Letter of Acceptance/ Detailed Letter of Acceptance whichever is earlier.	I/We undertake to complete and deliver the whole of the Work as per the Contract within the completion period mentioned in the NIT, from the <del>tenth (10th) day</del> <b>date</b> of issue of Fax Letter of Acceptance/ Detailed Letter of Acceptance whichever is earlier.

### INSTRUCTIONS TO THE TENDERER

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	Clause-1.0 of ITT	...Tender for .....	...Tender for “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and related areas”. Specification No.VSP-6.3-13-UTL-058.” .....
2	Clause No.2.1 of ITT	Lump sum amount of Rs._____ as EMD.	Lump sum amount of Rs. <b>7,50,000/-</b> (Rupees Seven lakhs fifty thousand only) as EMD.
3	Clause No.2.6 of ITT	No existing clause	Micro & Small Enterprises (MSEs) listed with National Small Industries Corporation Ltd (NSIC) only are exempted from submission of Cost of tender document (CTD) and Earnest Money Deposit (EMD), irrespective of whether the service is to be carried out within or outside their premises, subject to submission of the following documents: a) Proof of enlistment with NSIC and with particulars of relevant trade/item. Registration details of the particular trade/item for which this tender is relevant by way of submission of ‘Acknowledgement’ of Entrepreneur Memorandum (EM) Part-II from the Industries Department, along with their tender. The Micro & Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption. SSI Registration Certificate is not valid and no concessions or benefits shall be extended if EM part-II is not submitted.

4	Clause No.2.7 of ITT	No existing clause	Tenderers submitting tenders without enclosing CTD&EMD or EM Part-II acknowledgement along with Registration Certificate from National Small Industries Corporation Ltd (NSIC) with registration for the item/trade/service activities relevant to the tender shall be liable for disqualification.
5	Clause No.3.1.2 of ITT	No existing clause	<p>Micro &amp; Small Enterprises (MSEs) listed with National Small Industries Corporation Ltd (NSIC) only are exempted from submission of Security Deposit (SD), irrespective of whether the service is to be carried out within or outside their premises, subject to submission of the following documents:</p> <p>a) Proof of enlistment with NSIC and with particulars of relevant trade/item.  b) Registration details of the particular trade/item for which this tender is relevant by way of submission of 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' from the Industries Department, along with their tender. The Micro &amp; Small Enterprises not registered for the particular trade/item for which this tender is relevant would not be eligible for exemption. SSI registration certificate is not valid and no concessions or benefits shall be extended if EM Part-II is not submitted.</p>
6	Clause No.3.1.3 of ITT	No existing clause	Such Industries shall submit Performance Guarantee Bond in lieu of Security Deposit in the prescribed proforma equivalent to the value of security deposit. It may be noted that waiver of security deposit is permitted only up to the monetary limit for which the unit is registered. In case the security deposit amount is more than the monetary limit for which the unit is registered, the differential amount is to be paid by the tenderer in the form of PO/BC/DD/Bank Guarantee as the case may be.
7	Clause No.3.6.2 (a) of ITT	All Bank Guarantees for Security Deposit, and other payments and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered Post to the DGM (Project Contracts) I/c. Project Office, Visakhapatnam Steel Plant, Visakhapatnam-530031 (AP).	All Bank Guarantees for Security Deposit, and other payments and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered Post to the DGM (Project Contracts) I/c. Project Office, Visakhapatnam Steel Plant, Visakhapatnam-530031 (AP). <b><i>The issuing branch of the Bank shall indicate in their covering letter the full address and telephone number(s) of the Controlling Branch of the bank from where conformation for the BG can be obtained.</i></b>
8	Clause No.3.6.2(c) of ITT	No existing clause	Tenderer shall submit duly filled in check list for BG as per <b>Appendix-9</b> (enclosed) along with their offer in Envelope-1.

9	ITT Cl.No.7.2	The Tender and the prices quoted shall be deemed to remain valid for a period of 90 days from the date of opening of the Tender i.e. Part-1 Technical and Commercial Bid. In case of Tenderer revoking or withdrawing/cancelling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of Employer, the Tender submitted shall be liable for rejection and the Employer shall forfeit the Earnest Money paid by the Tenderer.	The Tender and the prices quoted shall be deemed to remain valid for a period of 90 days from the date of opening of the Tender i.e. Part-1 Technical and Commercial Bid <b>or revision in prices, if any, whichever is later or the date of reverse e-auction as the case may be.</b> In case of Tenderer revoking or withdrawing/cancelling his Tender, varying any term in regard thereof during the validity period of the Tender without the written consent of Employer, the Tender submitted shall be liable for rejection and the Employer shall forfeit the Earnest Money paid by the Tenderer.
10	Clause (4) of Cl.No: 10.0 of ITT	-Existing-	Self-attested Photostat copy of Labour License from the <b>Asst. Labour Commissioner (Central), Govt. of India, Ministry of Labour &amp; Employment, D.No. 14-39-7, Port Quarters, Maharanipeta, Visakhapatnam, Andhra Pradesh, India, PIN-530002</b> for carrying out civil & structural work (in case included in the Scope of Work), erection work as well as all other Site works.
11	Clause No.17.1 of ITT	The successful tenderer is to submit Bank Account Details for E-Payment as per enclosed format as per Appendix-7, duly signed by Authorised signatory of Bank.	<b>Payments under the contract shall be released through E-Payment system only.</b> The successful tenderer is to submit Bank Account Details for E-Payment as per Enclosed revised format as per Appendix-7 enclosed duly signed by Authorised signatory of Bank.  <b>Once the successful tenderer submits the above details for receipt of payment through a particular branch of a bank, further change of branch / bank for receipt of E-Payment shall be permitted by the employer only if the request of the contractor for the same is accompanied by a written consent from the same branch from which the format for E-Payment, duly signed is initially submitted.</b>
12	Clause No.17.2 of ITT	In respect of payment made through Electronic Fund Transfer mechanism or Direct credit to the supplier's/ contractor's bank account, the supplier/ contractor should intimate ----- after the said 10 days.	<i>Payment shall be made through Electronic payment system only.</i> The supplier/ contractor should intimate discrepancies, if any, within 10 days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and no claims will be entertained after the said 10 days.

**REVISED FORMAT: BANK ACCOUNT DATA FOR e-PAYMENT**

1. Supplier's/Contractor's code :

2. Option :

RTGS/NEFT

3. Beneficiary's Details :

i) Name of the Beneficiary :  
(maximum 35 characters)

ii) Bank Name :  
(maximum 35 characters)

iii) Branch Name :  
(maximum 35 characters)

iv) Account No. :  
(maximum 35 characters)

v) Account Type :  
Savings/Current/Over Draft  
(mention Code No. also)

vi) Beneficiary Bank's IFSC Code :  
(maximum 11 characters)

-----  
(Signature of Supplier's/Service Providers)

Name:

Design:  
-----

Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

Sd/-  
Branch Manager  
Bank Seal

## Articles of Agreement

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
Articles of Agreement	Para- 2	WHEREAS, the Employer decided that the work shall be constructed viz _____ as envisaged in the Tender Specification No. _____ and the Contractor has accepted the Tender for the construction, its completion, maintaining during Defect Liability Period (DLP) of the work as per the terms of the tender.	WHEREAS, the Employer decided that the work shall be constructed viz _____ as envisaged in the Tender Specification No. _____ and <b><u>has accepted the Tender of the contractor</u></b> for the construction, its completion, maintaining during Defect Liability Period (DLP) of the work as per the terms of the tender. .

### GENERAL CONDITIONS OF CONTRACT:

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
1	Clause No.9.13(d) of GCC	No existing clause	<b>“All Risk Policy”</b> covering full value of the contract. <b>Note:</b> For Contracts for site levelling, grading, jungle clearance, transportation, disposal etc., and for jobs of maintenance nature, where insurable assets are not created, this clause shall not be applicable.
2	Clause No.9.15 of GCC	The Contractor shall take insurance policy for payment of an ex-gratia amount of Rupees one lakh ( ` 1,00,000/-) only per head in case of fatal accidents ..... running/future bills.	The Contractor shall take insurance policy for payment of an ex-gratia amount of Rupees Five lakhs (Rs.5,00,000/-) only per head in case of fatal accidents while on duty to the contract labour engaged by him in addition to the coverage under the ESI scheme/workmen compensation Insurance policy, whichever is applicable. As and when a fatal accident takes place while on duty, along with the benefits under the ESI scheme, Employee’s compensation, whichever is applicable, the contractor is required to pay the ex-gratia amount within 30(thirty) days from the accident. In case of any delay in paying the ex-gratia amount as above, the employer has the right to pay such amount directly to the family of deceased and recover the same from the contractor’s running/future bills.

3	New Clause No.9.8.1.2 of GCC	No existing clause	The contractor shall engage contract worker(s) who do not have any adverse record with respect to his character in the past. For this purpose the character and the antecedents of the proposed worker (s) whom the contractor intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker (s) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.
4	of GCC Cl.No: 10.1	-Existing-	<b>Labour Rules etc.:</b> In respect of all labour directly or indirectly employed on the Work, the Contractor shall comply with all legislation and rules of State and/or Central Government or other local authority governing the protection of health, sanitary arrangement, wages, welfare and safety applicable for labour employed on building and construction Works. The Minimum Wages Act, 1948, Employees State Insurance (ESI) Act, 1948, <b>Employee's</b> Compensation Act, 1923 to the extent applicable), Contract Labour (Regulation & Abolition) Act 1970 and amendments thereof and other Statutory obligation with regard to fair wages, welfare, amenities and safety measures, maintenance of register etc. will be deemed to be part of the contract. The Contractor shall take out necessary Licence under the Contract labour (Regulation & Abolition) Act, 1970.(including amendments thereof) within the time limit allowed by the <b>appropriate government</b> i.e. <b>Central Government</b> and on his failing to do so, the Contract shall automatically come to an end immediately on the expiry of such time limit and the Earnest Money/Security Deposit shall stand forfeited.
5	GCC Cl. No. 10.6	-Existing-	The Contractor has to comply with all statutory requirements in respect of labour employed during the period of the contract. The Contractor has to obtain licence from <b>Asst. Labour Commissioner (Central)</b> , Visakhapatnam and should maintain the documents/registers prescribed under the Contract Labour (R&A) Act, 1970 <b>read with Contract Labour (R&amp;A) Central Rules, 1971 made there under</b> and follow the rules made there under and as amended from time to time.
6	GCC clause No. 10.10.1	(New Clause)	International workers viz., employees of other nationalities working in India and also Indian employees working in foreign countries, should become members of the Provident Fund effective from November 1, 2008.

7	GCC Cl. No. 10.12	-Existing-	Wages paid to the workmen by the Contractor should not be less than the rates notified by <b>the Department of Labour, Govt. of India</b> from time to time with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7th of the subsequent month. If 7th falls on a holiday or weekly off day the payment should be made one day prior to that. Payment of Provident Fund (PF) for the month, both the Employer's (in this case Contractor) and Employee's (in this case workmen employed by the Contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the "Engineer".If it is found that the wages and/or PF of the workers are not paid regularly, the Contract is liable to be terminated and/or the Employer will pay and recover from the Contractor the said dues including penalty as per Law in the following manner:
8.	New Clause No.10.12.1of GCC	No existing clause	“The Contractor shall pay wages to his workmen by way of crossed cheques or by crediting the salaries in the bank accounts of concerned”
9.	Clause No. 12.2	The employer will supply electric power 220/440V, 3 phase/single phase, 50 cycles from the nearest established substation free of cost, for the construction of site works and approved site offices and stores inside the plant areas. Only one outlet will be provided from the point of supply.	The employer will supply electric power 220/440V, single phase/three phase, 50 cycles from the nearest established substation free of cost, for inside the plant areas for all the activities related to subject Tender/Contract unless otherwise specified in Tender. Only one outlet will be provided from the point of supply.
10	Clause No. 12.4	In case power is made available by the Employer for workshops, fabricating units and labour camps the same will be metered and the Contractor shall pay the charges at the rates as decided by the Employer. The contractor shall also arrange to procure the meter duly tested by recognized Government Laboratory and approved by the Employer and shall install and maintain the same at his own cost.	In case power is made available by the Employer for labour camps, the same will be metered and the Contractor shall pay the charges at the rates as decided by the Employer. The contractor shall also arrange to procure the meter duly tested by recognized Government Laboratory and approved by the Employer and shall install and maintain the same at their own cost.

11	Clause No.10.13 of GCC	<b>The clause No.10.13 is revised as given below:</b> The following revised deductions per workman deployed category-wise shall be made from the bills/ amounts due to the Contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:
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Sl. No.	Component	Recovery amount per labour per every WORKING DAY (in Rs.)			To be released when
		UN-SKILLED (Rs. Ps.)	SEMI-SKILLED (Rs. Ps.)	SKILLED (Rs. Ps.)	
i.	Notice Pay	23.43	26.51	31.15	After the Contractor makes payment to the workmen in the presence of <b>Engineer I/c and CLC representatives.</b> A certificate to this effect is to be enclosed with pre-final bill. <b>(to be paid with pre-final bill)</b>
ii.	Retrenchment compensation	11.71	13.26	15.57	
iii.	Leave with wages	14.42	16.32	19.17	
<b>Sub-Total</b>		49.56	56.09	65.89	
iv.	<b>Bonus</b>	11.55	11.55	11.55	After the Contractor makes payment to the workmen in the presence of <b>Engineer I/c and CLC representatives.</b> A certificate to this effect is to be enclosed with RA bill/pre-final bill. <b>(to be paid with RA bill / pre-final bill as and when paid by the Contractor)</b>
<b>Grand Total (To be paid to the labourer)</b>		61.11	67.64	77.44	
<b>10% towards profit and overheads of contractor</b>		6.11	6.76	7.74	
<b>Total recovery amount</b>		67.22	74.40	85.18	

**NOTE:**

- a) In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for the workmen category-wise will be revised by RINL/VSP and will be notified accordingly.
- b) Payment against the above components is to be made to the workmen based on effective wages of last drawn pay.

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
12	Clause No.17.3	Existing	<p>Shall be read as</p> <p><u>17.3.1:Work/Laboratory Test:</u> The contractor shall carry out work/ laboratory tests at his own cost at approved laboratories and produce the test reports/certificates for necessary approval.</p> <p><u>17.3.2 Test at Employer's Laboratory:</u> In case, testing of concrete cubes, coarse and fine aggregates, cement, soil, paint, bricks, bitumen etc. and of any other material that could be tested in the Employer's laboratory are carried out as per direction of Engineer/Consultant in Employer's Laboratory, the same shall be carried out free of cost.</p> <p>The Contractor shall provide at his own cost, concrete for the cube specimen, moulds for casting the specimen, casting, curing, transportation and storage of cubes until they are transported to the laboratory for testing.</p> <p>Contractor, if required, may be present during testing at Employer's laboratory. The presence of the contractor's representative shall however not be a condition for carrying out the tests.</p> <p><u>17.3.3 Cost of Test:</u> Except where otherwise stated in the contract, the cost of making any test shall be borne by the Contractor if such test is clearly intended or provided for in the contract,. However, any test carried out at Employer's Laboratory as per the direction of Engineer/Consultant shall be free of cost.</p>
13	Clause No.17.3.1	Existing	Shall be read as 17.3.4
14	Clause No.19.3 of GCC	No existing clause	<p>Added Clause.</p> <p>The detailed delay analysis shall be carried out before handing over of the units to Works Division. Liquidated damages, if applicable, after detailed delay analysis shall be deducted in the following manner:</p>
15	Clause No.19.3.1 of GCC	No existing clause	<p>Added Clause</p> <p>100% of the amount of LD to be recovered when the Virtual Completion Bill is released, except where payment against Virtual Completion certificate is not envisaged like in Civil and Piling contracts, LD to be recovered before Final bill.</p>
16	Clause No.19.3.2	No existing clause	Added Clause

	of GCC		Engineer' shall ensure sufficiency and availability of recovery amount for 100% LD before expiry of contract/extended period.
17	Clause No.21.3 of GCC	<p><b>Valuations of Variations and power of the Engineer to Fix rates:</b> The Engineer shall determine the amount .....</p> <p>profit including overheads shall not exceed ten percent (10%) of the direct cost.</p> <p>Provided also that no increase of the .....</p> <p>fixing rate by the Engineer/ Consultant.</p>	<p><b>Valuations of Variations and power of the Engineer to Fix rates:</b> The Engineer shall determine the amount .....</p> <p>profit including overheads shall not exceed ten percent (10%) of the direct cost. <i>However, where the extra work ordered on the contractor is outsourced in full and the contractor claims rate for such extra work on "cost plus" basis, the cost element on account of profit including overheads payable in such situation would be limited to 5% (five percent only) of the direct cost.</i></p> <p>Provided also that no .....</p> <p>.....fixing rate by the Engineer/ Consultant.</p>
18	(2) of Clause.No.23.2	<p>The rates / price quoted by the Tenderer shall be inclusive of all taxes, duties, levies etc. prevailing on the last date of submission of the tender or revision in prices, if any, whichever is later. The Tenderer has to indicate the amount of CENVAT towards Excise Duty &amp; Service Tax and Education Cess and Secondary &amp; Higher Education Cess thereon as well as APVAT for which they shall provide relevant documents as per provision of the respective Acts for enabling the Employer to avail CENVAT (ED &amp; Service Tax and Education Cess and Secondary &amp; Higher Education Cess thereon) and ITC on account of APVAT.</p> <p>The Tenderer shall note that the evaluation of the Tender shall be made net of CENVAT and Input Tax Credit on account of APVAT.</p>	<p>The rates / price quoted by the Tenderer shall be inclusive of all taxes, duties, levies etc. prevailing on the last date of submission of the tender or revision in prices, if any, whichever is later <b>or the date of reverse e-auction as the case may be.</b> The Tenderer has to indicate the amount of CENVAT towards Excise Duty &amp; Service Tax and Education Cess and Secondary &amp; Higher Education Cess thereon as well as APVAT for which they shall provide relevant documents as per provision of the respective Acts for enabling the Employer to avail CENVAT (ED &amp; Service Tax and Education Cess and Secondary &amp; Higher Education Cess thereon) and ITC on account of APVAT.</p> <p>The Tenderer shall note that the evaluation of the Tender shall be made net of CENVAT and Input Tax Credit on account of APVAT.</p>
19	(2) of Cl.No.23.6	<p>The Tenderer has to consider all taxes and duties &amp; levis etc. applicable on this Contract and accordingly, shall indicate the Excise Duties, taxes, considered on various supplies and services included in his offer. Non inclusion or omission either declared or not declared on the part of the Tenderer in including duties or taxes on any items as may be applicable as on last date of submission of the tender or the revision in prices whichever is later is not to be a reason for</p>	<p>The Tenderer has to consider all taxes and duties &amp; levis etc. applicable on this Contract and accordingly, shall indicate the Excise Duties, taxes, considered on various supplies and services included in his offer. Non inclusion or omission either declared or not declared on the part of the Tenderer in including duties or taxes on any items as may be applicable as on last date of submission of the tender or the revision in prices whichever is later <b>or the date of reverse e-auction as the case may be</b> is not to be a reason for reimbursement of the difference in Excise Duty, Taxes etc. at a</p>

		reimbursement of the difference in Excise Duty, Taxes etc. at a later date.. For the purpose of reimbursement of variation in duties or taxes, the difference between the duties, taxes etc. as prevailing on the date of supply / rendering of service within the Contractual delivery schedule and those prevailing as on the last date of submission of the tender or the revision in prices whichever is later shall be considered	later date.. For the purpose of reimbursement of variation in duties or taxes, the difference between the duties, taxes etc. as prevailing on the date of supply / rendering of service within the Contractual delivery schedule and those prevailing as on the last date of submission of the tender or the revision in prices whichever is later <b>or the date of reverse e-auction as the case may be</b> shall be considered
20	Clause No.23.3 of GCC	% of APVAT 4% Rate of entitlement of ITC - 1.61%	% of APVAT 5% Rate of entitlement of ITC - 1.94%
21	Clause No.23.3 of GCC	% of APVAT 14.50% Rate of entitlement of ITC-10.11%	% of APVAT 14.50% Rate of entitlement of ITC - 11.43%
22	New Clause - Clause No.24.3 of GCC	No existing clause	<p>The Employer shall be entitled to recover along with applicable rate of interest all costs, charges, damages or expenses which the Employer may have paid and for which the Contractor is liable under the Contract, by appropriating in part or whole, the security deposit furnished by the contractor. In the event of Security deposit being insufficient, the balance shall be deducted from any sum by then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Employer on demand, the remaining balance due along with applicable rate of interest by means of a demand draft drawn in favour of the Employer.</p> <p>The rate of interest applicable in such case shall be 23% p.a. as of now. However, rate of interest chargeable at the time of actual recovery shall be as updated by the Employer on annual basis.</p>
23	Clause No.25.3 of GCC	<p><b>Release of “On account Payments”:</b> The Employer shall release the payment to the contractor ..... no interest shall be paid on any delay in payment of “On Account Bill”. All “On-Account” ..... against the Final Bill payment.</p> <p>In respect of payment made through Electronic Fund Transfer ..... Failing which it shall be presumed that the funds have reached to their bank account and</p>	<p><b>Release of “On account Payments”:</b> The Employer shall release the payment to the contractor ..... no interest shall be paid on any delay in payment of “On Account Bill”. All “On-Account” ..... against the Final Bill payment.</p> <p><b>Payment shall be made</b> through Electronic payment system only. The supplier/contractor should intimate discrepancies, if any, within Ten (10) days from the date of receipt of intimation letter of payment to them, failing which it shall be presumed that the funds</p>

		no claims will be entertained after the said Ten (10) days.	have reached to their bank account and no claims will be entertained after the said Ten (10) days.
24	New Clause No.28.7 of GCC	No existing clause	The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the arbitrator give specific award in respect of costs then it would prevail.
25	Clause No.9 of Appendix-1 – EMD BG Proforma of GCC	No existing clause	Issuance of this Bank Guarantee may also be got confirmed from our branch/office/higher Authority as per the name & address mentioned below: .....
26	Clause No.14 of Appendix-3-BG proforma of GCC	No existing clause	Issuance of this Bank Guarantee may also be got confirmed from our branch/office/higher Authority as per the name & address mentioned below: .....
27.	Appendix-8 of GCC	Existing proforma	Deleted
28	Appendix-9 of GCC	No existing clause	<b>Appendix-9 – Check List for Bank Guarantees</b> as per the following columns to be filled by the Tenderer.

*BANK GUARANTEE PROFORMA:*

**TO BE EXECUTED ON A STAMP PAPER OF VALUE NOT LESS THAN Rs.100.00  
BOUGHT IN THE NAME OF THE EXECUTING BANK.**

To  
M/s Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
VISAKHAPATNAM - 530 031

1. Name and Address of the Bank :
2. Bank Guarantee No. :
3. Date of Issue/with effect :
4. Date of Expiry :
5. Claim Period :
6. Limit of Liability :
7. Ref. Letter of Acceptance and Date :
8. For (Name of work) :

**SUBJECT: SECURITY DEPOSIT**

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, A Government Company incorporated under the Companies Act, 1956 having its registered Office at Administrative Building, Visakhapatnam - 530 031 (hereinafter called the Company) having agreed to accept the Security Deposit of Rs..... (Rupees..... Only). M/s \_\_\_\_\_ (hereinafter called the Contractor) under the terms and conditions of the Letter of Acceptance No: \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (Name of the work) \_\_\_\_\_ in a comprehensive basis and as per your Letter of Acceptance dated \_\_\_\_\_ (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall and include the said agreement) covered under the said agreement as a Guarantee for the security of materials under the custody of the Contractor in terms of the said tender as also for the due fulfillment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs..... (Rupees ..... Only). We, \_\_\_\_\_ (Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs..... (Rupees ..... Only) caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs..... (Rupees ..... Only)

Only) as may be claimed by you as your losses and/or damages, costs, charges, or expenses by reason of such default/default(s) on the part of the contractor.

2. Notwithstanding anything to the contrary, your notice as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee, subject to a ceiling limit of Rs..... (Rupees ..... Only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demand made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative Guarantee period of the said contract and after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate.

Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the contractor in respect of completion of the works in the said contract or otherwise we undertake to extend the period of this guarantee and confirm you in writing, the extension of time on your request till such time as may be required.

5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from to time any of your rights or powers against the Contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part, or any indulgence by you to the Contractor or by any variation or modification of the said contract/or any other act, matter or thing whatsoever which under law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability herein PROVIDED ALWAYS NOTHING herein contained will enlarge our liability beyond the limit of Rs.....(Rupees .....Only) as aforesaid or extended the period of the Guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.
6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concerned.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. It shall not be necessary for you to proceed against the contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from contractor at any time or when proceedings are taken against us hereunder be outstanding or unrealised.
13. We .....(mention the name of the bank), hereby agree that any claim due and arising under this guarantee shall be Enforceable against our bank's branch .....(mention the name & address of the branch) at Visakhapatnam and they shall honour such demand in any case not later than next working day.

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

14. Issuance of this bank guarantee may also be got confirmed from our branch/office/higher authority as per the name & address mentioned below:

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND .....

**CHECK LIST FOR BANK GUARANTEES**

Name of the Work:

Tender Notice No. &amp; Date:

Name of the Party submitting BG:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No. &amp; Date:

Valid upto:

		Yes/No
1	Is the BG as per the format of VSP given in Tender document?	
2	Is the BG issued by the specified category of Banks (Scheduled commercial Bank/Nationalized Bank etc. as specified in the tender/contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	
4	Is the stamp paper obtained in the name of the bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the agreement/tender concerned with reference to which the BG is issued	
7	Does the BG bear the number, date and seal of issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	
10	Whether the BG validity period is as per the requirement of tender/contract?	
11	Whether the BG format contains the details of the controlling office/high authority from which confirmation regarding issuance of BG may also be obtained	
12	Whether the BG is enforceable at Visakhapatnam and whether the address of the branch where BG can be enforced is indicated in the BG?	

Note: 1) The BGs are to be submitted to VSP, only when reply to all the above are 'Yes'.

2) Successful tenderer shall ensure that the above aspects are taken care while submitting BG towards Security Deposit.

Signature of the Tenderer

Date:

**ADDENDUM/CORRECTIONS TO SPECIAL CONDITIONS OF CONTRACT(SCC) VSP-SCC-STRL OF THE WORK “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and related areas”. Specification No.VSP-6.3-13-UTL-058**

S:No	Clause No	Description (Existing)	Description (amended/added)
1.	13.3.4 of SCC	For all unaccounted steel materials worked out as per Clause 13.3.3 the Contractor shall be charged at the rate of Rs.____ per MT for structural steel. For the Scrap returned in the excess of 6% of the permissible recoverable wastage, Credit shall be given at the rate of Rs. ____ per Ton.	For all unaccounted steel materials worked out as per Clause 13.3.3 the Contractor shall be charged at the rate of Rs.86,202/- per MT for structural steel excluding Crane Rails and at the rate of Rs.1,20,798/- per MT for Crane rails. For the Scrap returned in the excess of 6% of the permissible recoverable wastage, Credit shall be given at the rate of Rs 6435/- per Ton.
2.	15.1 of SCC	The price variation on accepted rates of the Bill of Quantities will be permissible to the extent given in Annexure-4 enclosed. The rates quoted by the Tenderer shall be inclusive of all taxes, levies, duties, etc., prevailing on the last date of submission of the tender or the revision of prices, whichever is later. For the purpose of reimbursement of variation in duties or taxes, the difference between the duties, taxes etc. as prevailing on the date of supply / rendering of service within the Contractual delivery schedule and those prevailing as on the last date of submission of the tender or the revision in prices whichever is later shall be considered (Ref. Cl. 23.6 of VSP-NTK-03).	The price variation on accepted rates of the Bill of Quantities will be permissible to the extent given in Annexure-4 enclosed. The rates quoted by the Tenderer shall be inclusive of all taxes, levies, duties, etc., prevailing on the last date of submission of the tender or the revision of prices, whichever is later <b>or the date of reverse E-auction as the case may be.</b> For the purpose of reimbursement of variation in duties or taxes, the difference between the duties, taxes etc. as prevailing on the date of supply / rendering of service within the Contractual delivery schedule and those prevailing as on the last date of submission of the tender or the revision in prices whichever is later <b>or the date of reverse E-auction as the case may be shall be considered (Ref. Cl. 23.6 of VSP-NTK-03).</b>

3	18.1(i) of SCC	60% (Sixty percent) of the respective item-wise rate of BOQ shall be released based on inspection certificate and challans for the structures fabricated with application of one coat (shop-coat) of primer as directed by Engineer/ Consultants.	60% (Sixty percent) of the respective item-wise rate of BOQ shall be released based on inspection certificate and challan for the structures fabricated with application of one coat (shop-coat) of primer as directed by Engineer/ Consultant. No challan is required in case the fabrication yard is located inside the plant.
4	18.1(ii) of SCC	10% (Ten percent) after erection of these structures in permanent position.	10% (Ten percent) after erection of these structures in permanent position. Challan for the structures erected shall be submitted by the contractor as per clause No.11.2 in case the fabrication yard is located inside the plant, for release of the 10% stage payment along with the documents required for payment.
5	18.9 of SCC	New Clause	Payment for Conducting Ultrasonic testing and also for Radiographic testing shall be as follows: 1) 95% (Ninety Five Percent) of the item-rate of the BOQ after completion of the testing, submission of reports and certification by the Engineer. 2) 5% [Five Percent Only) of the item-rate of the BOQ along with final bill as per clause no.17.1.
6	Annexure-4, Cl. 1.1) i)	For the purpose of this order, the base date shall be the last date of submission of tender or the revision of price, whichever is later.	For the purpose of this order, the base date shall be the last date of submission of tender or the revision of price, whichever is later <b>or the date of reverse E-auction as the case may be.</b>
7	X0 notation given at Annexure-4, Cl. 3.1	X0 = all commodity whole sale price index as on the last date of submission of tender or the revision of price, whichever is later.	X0 = all commodity whole sale price index as on the last date of submission of tender or the revision of price, whichever is later or the date of <b>reverse E-auction</b> as the case may be.
8	X0 notation given at Annexure-4, Cl. 3.2	X0 = Rate of Ordinary High Speed Diesel Oil per litre as fixed by Public Sector Oil Company applicable for the area of site of work on the base date (i.e., last date of submission of tender or the revision of price, whichever is later).	X0 = Rate of Ordinary High Speed Diesel Oil per litre as fixed by Public Sector Oil Company applicable for the area of site of work on the base date (i.e., last date of submission of tender or the revision of price, whichever is later <b>or the date of reverse E-auction as the case may be).</b>

9

Annexure-4, Cl. 1.1) i) 1, Pg:-23 shall be read as follows:

Average of minimum rates of monthly wages (including living allowance) of skilled, semi-skilled & un-skilled workers applicable for the area of work as notified by the **Department of Labour, Govt. of India**

10

Annexure-4, Clause-1.2, Pg.-23: **Escalation for erection in the composite rate of fabrication and erection shall be read as follows:**

For the purpose of calculating the price variation for erection work, the erection cost component in the awarded composite rates of fabrication and erection shall be taken as 30% of the relevant items. Against this 30% value, representing the erection cost, the labour component in the erection cost shall be taken as follows:

(a) **20% after erection of structures in permanent position (against payment stage as envisaged at clause No.18.1(ii))**

(b) **Remaining 20% after leveling, final alignment of structures and completion of welding / grouting (against payment stage as envisaged at clause No.18.1(iii))**

On this basis, the payable/deductible price variation towards erection shall be computed as per the following formula:

$$(i) \quad V1 = \frac{W \times 0.20 \times 0.3 (X - X0)}{X0}$$

$$(ii) \quad V2 = \frac{W \times 0.20 \times 0.3 (X - X0)}{X0}$$

Where

**V1 = Escalation or de-escalation payable or deductible, on certification of Erection of structures in permanent position as envisaged at clause No. 18.1(ii).**

**V2 = Escalation or de-escalation payable or deductible, on certification of leveling, final alignment of structures and completion of welding / grouting as envisaged at clause No. 18.1(iii).**

W = Value of the work done based on the accepted composite rates of the Bill of Quantities for the period for which variation is applicable.

X = Average of revised minimum rates of wages (including living allowance) of skilled, semi-skilled and un-skilled workers applicable for the area of site of work as per minimum rates of wages as notified by the Deptt of Labour Govt. of India for the period under consideration.

X0 = Average of minimum rates of wages (including living allowance) of skilled, semi-skilled and un-skilled workers on the base date (i.e., last date of submission of tender or the revision of price, whichever is later **or the date of reverse auction as the case may be**) applicable for the area of site of work as per minimum rates of wages as notified by the Deptt of Labour Govt. of India

**HIRE CHARGES OF THE CONSTRUCTION EQUIPMENT**

S.No.	Description of Equipment	Hire charges (Rs./Hour)
1	Boom Extension/Reduction TATA 320	1,979/- (Lumpsum charge)
2	Boom Extension/Reduction TATA 955	3,956/- (Lumpsum charge)
3	Bull Dozer (20T Drawbar pull)	2,710/-
4	Bull Dozer (55T Drawbar pull)	6,530/-
5	18T TATA 320 Crane	2,470
6	25T TFC 075 Crane	2,650
7	300T CC 2000 Crane	10,910/-
8	75T TATA 955 Crane	3,790/-
9	15T Dumper	1,350/-
10	35T Dumper	5,210
11	Excavator with 0.9 – 1.0 cu.mtr. Bucket	2,670/-
12	160T hydraulic Crane	17920/-
13	Tower Crane 25T BK 300	3,050/-
14	20T Tractor Trailer	2,020/-
15	30T Tractor Trailer	1,770/-
16	12T Wheel Crane	1,730/-
17	15T Wheel Crane	2,340/-
18	30T Wheel Crane	3,300/-
19	40T Wheel Crane	4,710/-
20	8T Wheel Crane	1,030/-
21	Wheel Loader with 1.7 cu.mtr. Bucket	2,170/-
22	Wheel Loader with 5 cu.mtr. Bucket	6,820/-

**Notes:**

- 1) Employer shall provide the above Equipment subject to their availability on chargeable basis. Employer is neither bound to provide with such Equipment nor liable for any delays/ losses for not providing or delay in providing such Equipment.
- 2) The Employer hire out to the Contractor the available equipment on the basis that the Contractor shall be responsible for the safe custody of the Equipment hired out to him during the period of hire and the Contractor shall make good any loss or damages to the equipment caused due to negligence, inadequate watch and ward etc.
- 3) Hire charges shall be levied from the time the equipment is handed over to the Contractor upto the time the same is handed over to the Employer.
- 4) All the rates are indicative only. The hire charges shall be recovered as per the prevailing rates at the time of actual use/hiring of equipment and Prevailing Service Tax is applicable on the above hire.

**ADDENDUM/CORRECTIONS TO SPECIAL CONDITIONS OF CONTRACT(SCC) VSP-SCC-UTILITIES OF THE WORK** “Miscellaneous Outdoor Pipeline (ODPL) & associated Structural Steel works for 6.3 MTPA and related areas”. Specification No.VSP-6.3-13-UTL-058

S No	Clause No	Description (Existing)	Description (amended/added)
1.	4.1	<p>The Employer shall arrange to issue Structural steel materials as indicated in tender specification and Bill of Quantities (BOQ) on free issue basis. The conditions for supply of free issue materials and accounting there of, shall be as per the respective provisions of the Special Conditions of Contract for Structural and Cladding Work (VSP-SCC-STRL), Special Conditions of Contract for Civil Work (VSP-SCC-CIVIL) and Special Conditions of Contract for Electrical Work (VSP-SCC-ELEC).</p> <p>All other materials required for completion of the Work shall be arranged by the Contractor at his own cost.</p>	<p>The Employer shall arrange to issue Structural steel materials as indicated in tender specification and Bill of Quantities (BOQ) on free issue basis. The conditions for supply of free issue materials and accounting there of, shall be as per the respective provisions of the Special Conditions of Contract for Structural and Cladding Work (VSP-SCC-STRL), Special Conditions of Contract for Civil Work (VSP-SCC-CIVIL) and Special Conditions of Contract for Electrical Work (VSP-SCC-ELEC). <b>In addition to this the Employer shall arrange to issue some pipes &amp; accessories for the permanent works only as indicated in tender specification free of cost. The conditions for supply of free issue pipes &amp; accessories and accounting thereof shall be as per provisions of Clause Nos. 4.1.1 to 4.2 hereunder. Non-supply/delays, if any, in respect of supply of committed pipes &amp; accessories by the Employer will not form the basis of any right or claim whatsoever by the Contractor except for cost of such pipes &amp; accessories on actual basis if procured by the Contractor with the permission of Employer.</b></p> <p>All other materials required for completion of the Work shall be arranged by the Contractor at his own cost.</p>
2.	4.1.1 (New Clause)	----	<p>The Contractor shall render full account of the pipes &amp; accessories issued by the Employer after completion of Work or on termination of Contract, failing which recovery (as mentioned hereinafter) shall be made from the Bills of the Contractor or any other dues related to this Contract or from any other Contracts entered into with the Employer or elsewhere.</p>
3.	4.1.2 (New Clause)	----	<p>The Contractor shall at his own cost, take delivery of the pipes &amp; accessories from the place of issue (Employer's storage yard at Steel Plant site and or at the nearest stock yard of SAIL/RINL, producer's stock yards situated at Greater Visakhapatnam or any other site inside the plant area) and the Contractor's quoted rates shall be deemed to include all charges for taking delivery, loading, transporting, unloading, handling, stacking and storage including subsequent handling as required of all pipes &amp; accessories issued to him by the Employer from the place of issue.</p> <p>The Contractor shall arrange at his cost required lifting devices along with tools &amp; tackles.</p>

4.	4.1.3 (New Clause)	----	All the pipes & accessories issued by the Employer shall remain the absolute property of the Employer and at all times shall be open for inspection by the Employer/Engineer/Consultant. The Contractor shall be solely responsible for watching and guarding of the pipes & accessories. The Employer/Engineer/Consultant shall be free to make any surprise check of the Contractor's stores to verify the stock of Employer's pipes & accessories. The responsibility in case of any loss, damage or theft to these pipes & accessories after they have been issued to the Contractor shall rest entirely with the Contractor. These pipes & accessories shall not be removed from the Site/shop by the Contractor due to any reason whatsoever without the written permission of the Employer / Engineer.
5.	4.1.4 (New Clause)	----	The Contractor shall keep the Engineer/Consultant informed regarding his requirements of pipes & accessories to be supplied by the Employer. He shall also submit every month to the Engineer/Consultant in writing three (3) months size-wise requirement in the Employer's prescribed pro-forma, indicating quantities and the details/calculations based on Drawings.
6.	4.1.5 (New Clause)	----	The Contractor shall keep proper account of the pipes & accessories supplied to him by the Employer and shall submit monthly reconciliation statements to the Engineer/Consultant showing the pipes & accessories received and consumed and the balance stock (size-wise pipes & accessories) lying in his custody in Site/Sites.
7.	4.1.6 (New Clause)	----	Where the Contract is terminated, the Contractor shall arrange at his own cost to return all balance pipes & accessories issued to him by the Employer with proper statements at Employer's stores/yard or any other place as directed by Engineer /Consultant.
8.	4.1.7 (New Clause)	----	The Employer / Engineer / Consultant reserves the right for inter-transfer of pipes & accessories issued by the Employer from one Contractor to the other Contractor if it becomes necessary during the course of execution of Work and the Contractor shall not have any objection to such arrangement. Such transfer of pipes & accessories shall be regularised by issue of materials Return Note (RN) and Stores Issue Note (SIN).
9.	4.1.8 (New Clause)	----	<b>Issue of Pipes &amp; Accessories :-</b> Pipes shall be issued in conventional standard length as available with the Employer on the actual weightment basis. If for any reason attributable to Employer such as non-function of weighbridges etc. pipes may be issued to the Contractor on measurement basis for which Employer's discretion is final. The weight of pipes for such issues shall be arrived on the

			basis of sectional weights of pipes as per IS. Accessories will be issued in numbers.
10.	4.1.9 (New Clause)	----	<b>Consumption of Pipes &amp; Accessories :-</b> Actual consumption of pipes & accessories shall be worked out on the basis of "As made Bill of Materials" duly checked and certified by Engineer/ Consultant.
11.	4.1.10 (New Clause)	----	<b>Accounting of Pipes &amp; Accessories and Return of Surplus Pipes &amp; Accessories</b>
12.	4.1.10.1 (New Clause)	----	Contractor shall properly account for total pipes & accessories issued by the Employer. All surplus pipes in full sizes and in cut-pieces/scrap shall be properly sorted out and stacked separately by Contractor and returned to Employers Stores/Yard or as directed by the Engineer / Consultant. Accessories shall be properly sorted out and stacked separately by Contractor and returned to Employers Stores/Yard or as directed by Engineer /Consultant. As regards the quality/conditions of materials returned, the decision of Engineer/Consultant shall be final, binding and conclusive. The Contractor at his own cost shall return surplus pipes & accessories including cut-pieces/scrap of pipes and accessories to Employer's stores from Contractor's sites/yards. In the event of refusal or delay by the Contractor to do so, the Engineer shall have the right to arrange the same at his discretion and the cost so incurred shall be recovered from Contractor.
13.	4.1.10.2 (New Clause)	----	All the surplus pipes & accessories consisting of off-cuts/scrap and full length pipes & accessories have to be separately measured/counted and returned to Employer's stores at contractor's cost.
14.	4.1.10.3 (New Clause)	----	The total quantity of pipes issued shall be accounted for and the maximum permissible wastage on the quantity of pipes incorporated in the work shall be as follows : a) Invisible/ irrecoverable wastage will be considered upto 2% (two percent). b) Recoverable wastage in the form of off-cuts/scrap will be considered upto 3% (three percent) which shall be returned to Employer.
15.	4.1.10.4 (New Clause)	----	The difference between the total quantity of pipes issued by the Employer and the quantity of pipes accounted (i.e., the quantity of pipes consumed in the work as per Clause No. 4.1.9 plus the quantity of surplus material returned in the form of full length pipes), shall be within permissible wastage as at Clause No. 4.1.10.3. Any excess difference shall be treated as the quantity of unaccounted pipes and recovery shall be made for such unaccounted pipes as per Clause No. 4.1.10.5. Unused accessories (difference between the total quantity of accessories issued by the Employer and the quantity of accessories accounted for the work) shall be returned to Employer's stores at contractor's cost, failing which recovery shall be made for such unaccounted pipes & accessories as per Clause No. 4.1.10.5.

16.	4.1.10.5 (New Clause)	----	<p>a) For all unaccounted pipes &amp; accessories, worked out as per Clause No. 4.1.10.4 the Contractor shall be charged at 150% of the issue/procurement price of VSP as on the date of material accounting plus applicable taxes and duties.</p> <p>b) For the off-cuts/scrap of pipes returned in excess of 3% (three percent) of the total quantity of pipes incorporated in the work, credit shall be given to the contractor at a rate of Rs. 6435/- (Rupees Six thousand four hundred thirty five only) per MT.</p>
17.	4.1.10.6 (New Clause)	----	Issue and consumption of pipes & accessories shall be as per Clause No. 4.1.8 & 4.1.9. No claim on account of any variation in weight on account of rolling tolerances shall be entertained and Contractor's quoted rate shall take in to account this Contingency.
18.	4.2	The Contractor shall not use the free issue material issued by the Employer for manufacturing of pipes, pipefittings, flanges, supports fabricated from pipes and other accessories.	The Contractor shall not use the free issue pipes & accessories issued by the Employer for manufacturing of pipes, pipefittings, flanges, supports fabricated from pipes and other accessories <b>unless otherwise provided in the Bill of Quantity.</b>
19.	Page No.15of 28	Annexure-III	Deleted
20.	Page No.18of 28	Annexure-IV	Deleted
21.	Page No.21of 28 Clause 1.3	POL Escalation	Deleted
22.	<i>Annexure-IX</i>	<i>Hire Charges of Construction equipment</i>	<i>Modified as shown in Table 1 below</i>
23.	<p>1) of Cl. 1.1(i) of Annexure-V, Pg:-20 is revised and shall be read as follows: Average of minimum rates of monthly wages (including living allowance) of skilled, semi-skilled &amp; un-skilled workers applicable for the area of work as notified by the <b>Department of Labour, Govt. of India</b></p>		
24.	<p>Annexure-V, Clause-1.2, Pg.-20 is revised and shall be read as follows:</p> <p>X = Average of revised minimum rates of wages (including living allowance) of skilled, semi-skilled and un-skilled workers applicable for the area of site of work as per minimum rates of wages as notified by the <b>Dept. of Labour, Govt. of India</b>, for the period under consideration.</p> <p>X0 = Average of minimum rates of wages (including living allowance) of skilled, semi-skilled and un-skilled workers on the base date (i.e., last date of submission of tender or the revision of price, whichever is later) applicable for the area of site of work as per minimum rates of wages as notified by the <b>Dept. of Labour, Govt. of India.</b></p>		

GENERAL SPECIFICATION FOR PAINTING  
(VSP-6.3/GS-P-01)

S:No	Clause No	Description (Existing)	Description (amended/added)
1	7.1.(i) (page 1 of 8 of Annex-3)	"Non-load bearing structural steelwork such as partitions, minor platforms, walkways, ring ladders pipe / cable support brackets etc. Location - all indoor temperatures less than 80°C."	"Structural steelwork for plant and shop building (excluding areas defined in Annex-4 hereof), non-load bearing structural steelwork such as partitions, minor platforms, walkways, ring ladders pipe/cable support brackets etc. Location - all indoor temperature less than 80°C."