

## **TERMS AND CONDITIONS**

**1.0 Name of the work:** To provide requisite services for implementation of Income Tax law compliant tax-exempt Meal Card system in RINL-VSP for its executive employees.

**2.0 Scope of Work:**

The successful agency should provide all requisite services relating to supply and operating the Income Tax Law compliant tax-exempt Meal Card system for the RINL-VSP executives like,

- a) Supply and distribution of the Tax-Free meal cards to the RINL-VSP executives numbering around 6380 (indicative only and may vary from time to time).
- b) The said Tax-Free meal cards are to be printed by the Agency with the organization name (i.e. Rashtriya Ispat Nigam Limited - Visakhapatnam Steel Plant) and also Name and Employee Number and Individual Photograph of the RINL-VSP executives to whom it is being issued.
- c) Every month upon intimation by RINL-VSP, the Agency shall credit the amount to individual's card account holder before the last working day of the month.
- d) The successful agency shall make necessary arrangements / tie-up with min total of 72 active outlets as given at Annexure-1, viz 10 food outlets in Visakhapatnam (i.e. 5 at Township & its surrounding of RINL-VSP and 5 at Visakhapatnam city) apart from Pan-India coverage with minimum 2 food outlets at each city where RINL-VSP outstation Offices/Units/Mines/Mktg. Branches are located to enable the RINL executives to utilize the said Tax-Free meal cards. In case of RINL-VSP's Mines, where the tie-ups with the available food outlets are not feasible, the agency shall make necessary tie-up with minimum 2 food outlets in the nearest Town(s)/City(ies) viz at 'Yellandu' in case of MDM, 'Jaggayyapeta town' in case of JLM and 'Cheepurapalli' in case of GMM. The list of RINL-VSP offices including outstation offices Units/Mines/Mktg. Branches are located as given at Annexure-1.

If the successful agency is not having the tie-up with food outlets for requisite number as mentioned at annexure-I for different locations, the same shall be arranged by the successful agency within 30 days from the date of award of LOA.

- e) The successful agency shall address the problems/grievances, if any, raised by the RINL executives in connection with the services related to the said Tax-Free meal cards within a period of 15 days from the date of intimation of the problem / grievance by RINL, VSP.
- f) The successful agency shall send 'sms' alerts to the individual employees through mobile phones indicating their monthly amount credited and balance amount as on date in the account.

**3.0 Qualification Criteria for Consideration of Tender:**

- (i) The Agency shall submit Cost of Tender Document (Rs.3,000/- in person *or* Rs.5,000/- by post) and EMD (Rs.17,50,000/-) as specified in the NIT.
- (ii) Should have experience to provide requisite services in connection with Income Tax law compliant Tax-exempt meal cards / coupons. Enclose certificate of license issued by RBI for operating prepaid instruments including Income Tax law compliant meal cards in support of proof.
- (iii) Should have clients on board for Income Tax law compliant Tax-exempt Meal cards / coupons as on date of issue of NIT with a minimum of one PSE client. Enclose relevant documents in support of proof.

- (iv) (a) The agency shall have single similar Tie-up agreement / Work Order with a client providing Meal Cards / Coupons to a minimum of 3190 employees during previous 7 years ending last day of previous month from the date of issue of NIT. (In case the no. of employees are not indicated in the agreement, the same may be obtained from the client and furnished)
- (b) The average annual financial turnover of the bidders during previous 3 financial years preceeding from the date of NIT should be at least Rs.6.0 Cr. Enclose relevant documents in support of proof as indicated in the NIT.
- (v) Should have direct tie-up with the merchants with complete KYC as per RBI guidelines. Enclose the list of affiliated /tie-up merchants along with copy of agreements in support of proof.
- (vi) The tenderer shall be qualified subject to having tie-up arrangement for minimum 18 nos. of active outlets at the time of tender opening date, being 25% of total required 72 nos. of active outlets as mentioned at Annexure-1. Tenderers having outlets more than minimum no. of outlets, mentioned at each location as given at Annexure-1, shall not be considered for arriving the minimum cut off for qualification criteria.
- (vii) The agency should not have any advisory/directives/warnings issued by RBI or any other government authority during the last 5 financial years.
- (viii) Should not have been blacklisted / debarred from trade by any client organization (Central/State Government / Public Sector Enterprise). Bidders are required to enclose an undertaking letter in this regard.
- 4.0** The price bids of the qualified tenderers as per the Qualification Criteria as per para-3 above shall only be considered for opening.
- 5.0** The evaluation criteria for ranking of the tenderers shall be based on total no. of weightage points obtained by the agency for each additional day, which carries five weightage points of credit offered over and above the 15 days credit period.
- 6.0** RINL-VSP reserves the right to appoint one or more agencies for providing the subject mentioned services and can split the subject work among the agencies as per the discretion of RINL-VSP.
- 7.0** Contract Period: The contract agreement shall be for a period of two (2) years with a provision to extend for one more year at the same terms & conditions at the discretion of RINL-VSP.
- 8.0** The meal card and tie-up arrangement for minimum no. of outlets as mentioned at Annexure-1 shall be valid throughout the contract period and also further period of 6 months from the expire of contact period. The validity of the card account shall be clearly indicated on the cards.
- 9.0** RINL-VSP reserves the right to reject any or all offers submitted in response to this tender notice at any stage without assigning any reason whatsoever.
- 10.0** The successful agency shall submit Security Deposit (SD) of Rs.40 Lakhs in favour of RINL-VSP in the form of DD/BC/Bank Guarantee from any scheduled bank within 30 days from the date of award of work. In case of BG the same shall be valid for a period of 3 years from the date of award of work. The standard format for the BG shall be supplied by RINL-VSP. The Security Deposit shall be refunded / released to the agency on successful completion of the contract and obtaining "No Claim" certificate from the agency and the Officer-in-Charge.
- 11.0** The agency shall supply and activate operation of tax free meal cards within One (1) month from the date of award of work. In case of failure to do so, a penalty of Rs.10,000/day shall be payable by the agency subject to a maximum period of 30 days. The penalty for any short fall remaining in number of outlets on the date of activation of Meal Card System will be levied separately as at Cl#12. RINL-VSP reserves the right to forfeit EMD/ Security Deposit for this purpose. Similarly, if any delay in crediting the monthly amounts to eligible employees as per the list provided by RINL-VSP, a penalty of Rs.10,000/day shall be recovered from the monthly bills/ Security Deposit/ forfeiture of Security Deposit of the agency.

**12.0** If the agency fails to activate required no. of active outlets with Meal Card within 30 days from the date of award of LoA, a penalty of Rs.1000/outlet for each day of delay beyond 30 days i.e., from 31<sup>st</sup> day to 90<sup>th</sup> day from date of LOA, shall be levied. In case the agency fails to activate the number of outlets even after expiry of 90 days from date of LoA, the company reserves the right to terminate the contract.

**13.0** In case the Tenderers revoke/withdraw/cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant (VSP) or in the event of VSP accepting their tender and the agency fail to deposit the required security deposit/ execute the Agreement / fail to start the work after 30<sup>th</sup> day from the date of award of work after written acceptance of their tender, the EMD submitted by them will be forfeited by RINL- VSP.

**14.0** **Special Instructions**

- a. The list of the executives for issue of the meal card shall initially be supplied by RINL-VSP to the agency. The subsequent addition / withdrawal of executives to/from the meal card system shall be effected by the agency with the instructions from officer-in-charge of Welfare section from time to time.
- b. In case any employee lodges complaint regarding loss of card/damaged card, Agency shall replace it with a new card within a fortnight, free of cost. Free replacement in case of lost card will be done for a maximum of two times for any employee. Replacement of lost card from the third time onwards will be charged with a nominal fee of Rs.50/- per card. The agency shall collect such fee directly from the concerned employee.
- c. The said card shall be utilized by the employees in the outlets of food items/snacks as specified by the Agency. The updated list of accredited outlets shall be supplied by Agency from time to time to RINL-VSP for publicity among the employees. The Agency shall make necessary arrangements/tie-ups with food outlets in the Township of RINL-VSP/ Visakhapatnam City/other places within one (1) month from date of award of work.
- d. In case of non-acceptance of card by the Affiliated Outlets, RINL-VSP employees may raise their grievances to the Officer-in-charge of Welfare Section, who in turn shall contact the agency nominated persons in this regard. The Agency would make all endeavors to resolve the problem. Action against the erring affiliates shall be taken by Agency under intimation to the Company.
- e. In case of tax benefit to RINL-VSP executives is not available due to change of CBDT rules the agreement shall be foreclosed with one month advance notice.
- f. In case of violation of CBDT rules by the agency at any point of time during execution of contract the agreement will be foreclosed and losses, if any, suffered by RINL-VSP shall be recovered from the Agency.
- g. RINL-VSP may, at its discretion, discontinue the Agreement for the meal cards at any time, by giving three months' advance notice.
- h. Agency shall give at least three months' advance notice in case it intends to withdraw the services, for any reason whatsoever. However the liability of the Agency shall remain till the expiry of the validity period of the cards already provided with defect liability period of six months to ensure that the bonafide users of the cards are able to utilize the cards through the Affiliates.
- i. Agency shall not levy any service charges for extending the facilities either on RINL-VSP or on the employees.
- j. Service tax, other taxes & duties are not applicable at present. However, in case of any statutory levies by the Government of India on Meal Cards at a later date, the same shall be borne by the Agency.

## 15.0 Re-imburement of meal-card amount to the agency

- i) The Officer-in-charge of Welfare section/HR Dept shall communicate in writing to the agency, the list of employees and eligible amount to be credited to their individual accounts by 25<sup>th</sup> of every month.
- ii) Upon receipt of written intimation from Officer-in-charge, the Agency shall credit the full eligible amount to individual's card account on or before last working day of the month.
- iii) The Agency shall submit invoice for the amount credited to employee's accounts along with confirmation from concerned bank, to the Officer-in-charge.
- iv) Based on the certification of the officer-in-charge of Welfare Section/ HR Dept, payment will be made to the Agency's account through NEFT/RTGS by the last day of the total credit period (15 days + additional credit period offered, if any, by the successful agency as per clause # 5 above).
- v) The Service Tax applicable, if any, shall be borne by the agency only.

## 16.0 PAYMENT MODE FOR BILL AMOUNTS:

- a. Following are the options available to the Contractors for availing e-payments.
  - b. **EFT System:** Under this system Banks offer their customers money Transfer service from account of any bank branch to any other Bank Branch. The EFT system presently covers all the branches of about 77 banks located at 15 centers indicated below, where clearing houses are managed by RBI i.e.,
    - i) New Delhi ii) Chandigarh iii) Kanpur iv) Jaipur v) Ahmedabad vi) Mumbai vii) Nagpur viii) Hyderabad ix) Bangalore x) Chennai xi) Trivendrum xii) Kolkata xiii) Bhubaneswar xiv) Guwahati xv) Patna.
  - c. **Direct Credit:** Suppliers opting for this system may open Bank accounts with any one of the following banks.

|                              |   |                             |
|------------------------------|---|-----------------------------|
| i) State Bank of India       | - | Steel Plant Branch          |
| ii) Canara Bank              | - | Steel Plant Branch          |
| iii) Bank of Baroda          | - | Steel Plant Branch          |
| iv) State Bank of Hyderabad- |   | Steel Plant Township Branch |
| v) Andhra Bank               | - | Steel Plant Township Branch |
| vi) UCO Bank                 | - | Steel Plant Township Branch |
| vii) IDBI                    | - | Visakhapatnam Branch        |
- d. The Successful tenderer shall agree that all the payment due and payable in terms of the contract will be paid direct to agency's bank account and agency shall give the bank account number and the address of the Bank in which the money is to be deposited" to F&A Dept of RINL-VSP as per the format given below:
  - 1) Party/Vendor Code :
  - 2) Option : RTGS / EFT
  - 3) PAN Number :
  - 4) Beneficiary Details
    - a) Name of Beneficiary (Max.35 characters) :
    - b) Bank Name (Max. 35 characters) :
    - c) Branch Name (Max. 35 characters) :
    - d) Account Number (Max. 35 characters) :
    - e) Account type (Max. 35 characters) :  
(Savings / Current / Overdraft) [Mention Code No. also]

- f) Beneficiary Bank's IFSC Code (Max. 11 characters):  
(For RTGS Mode only)
- g) Beneficiary Bank's MICR Code (Max.09 characters):  
(For EFT Mode only)

(Signature of the Party / Contractor)

Name:

Design:

### CERTIFICATE

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank :

- e. The contractor has to submit their bank account details in RINL-VSP format duly certified by Concerned Bank Manager for the purpose of making electronic payment before submission of First Running Account Bill, failing which the bill will not be processed.
- f. The Successful tenderer is required to give an undertaking to the Finance Department of RINL-VSP that the payment made by RINL- VSP of any sum due to him by directly remitting the same in his bank, the address and the number of which is to be furnished, shall be in full discharge of the particular bill raised by him, and that he shall not have any claim in respect of the same".
- g. *In respect of payment made through Electronic Fund Transfer mechanism or Direct Credit to the supplier's/contractor's bank account, the supplier/contractor/receiver should intimate discrepancies, if any, within 10 days from the date of dispatch of intimation letter of payment to them to Finance Department of RINL-VSP failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 days.*

#### **17.0 TERMINATION OF AGREEMENT:**

- i) In case of failure of the Agency to fulfill or discharge any of the Terms and Conditions of the Agreement at any time, RINL-VSP may, without prejudice to any other right to remedy, shall by written notice, terminate whole or part of the Agreement. In the event of the above, the amount deposited against SD shall be forfeited.
- ii) All instructions, notices and communications etc., given in writing, will be sent to the last known place of the business mentioned in this Agreement, and shall be deemed to have been served / delivered to the Agency on the date mentioned in the communication.

#### **18.0 DEFAULT BY TENDERERS:** The successful tenderer may be debarred at the discretion of the company, from issue of further tender documents, work orders etc., for a specified period to be decided by the employer in case of :

- i. "Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOA during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/ property or such similar defaults".

- ii. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of relevant documents enclosed along with pre-qualification documents or afterwards, after opening of the Price Bids.
- iii. Failure to produce the original certificates at this stage in support of the attested copies of Experience/Qualification any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in RINL-VSP tenders.
- iv. If it comes to the notice of RINL-VSP at any stage right from request for registration/ tender document that any of the statements made or certificates/ documents submitted by applicant for registration or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL-VSP tenders for a period of 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 RINL-VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL-VSP will also be terminated with attendant fall outs like forfeiture of E.M.D. / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL-VSP Management will be final and binding.
- v. Failure to execute the work after agreement is done, will make the agency liable for debarring for a period of 2 (Two) years, including forfeiture of the security deposit.

#### **19.0 ARBITRATION:**

- i) In the event of any dispute or differences arising out of this Agreement including any dispute or difference with regard to the interpretation of the Agreement, the dispute shall be adjudicated by a Sole Arbitrator, who shall be appointed, upon the request of either party, by the Chairman-cum-Managing Director, RINL-VSP or any person delegated by him to do so.
- ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act of 1996 as may be modified from time to time. The seat and venue of the Arbitration shall be at Visakhapatnam.
- iii) **Jurisdiction:** That in case any legal proceedings are instituted against RINL-VSP they shall be instituted in the appropriate Civil Courts at Visakhapatnam and the Court at Visakhapatnam only shall have jurisdiction.
- iv) There will be no objection that the arbitrator is a person who has dealt with the matters to which the Agreement relates and/or in the course of his duties, he has expressed any view on any matters in dispute or differences. The award of the Arbitrator shall be final and binding on the parties.
- v) Notwithstanding any dispute between the parties, agency shall not be entitled to withhold, delay or defer his obligation, under the Agreement, and the same shall be carried out strictly in accordance with the terms and conditions of the Agreement.

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