

FORM 'C'
 RASHTRIYA ISPAT NIGAM LIMITED
 VISAKHAPATNAM STEEL PLANT
 WORKS CONTRACTS DEPARTMENT
 VISAKHAPATNAM-530031
 PHONE NO: (MAX)3691, TELEFAX NO:0891-2518763

**Name of the work : MAINTENANCE OF LEVEL-2 AUTOMATION
 SYSTEMS (HARDWARE AND SOFTWARE) IN
 BF-3, SCADA-2 & SMS-2**

TENDER NO: 75576-0

PERIOD OF CONTRACT : 24 (Twenty four) months
DEFECT LIABILITY PERIOD : NIL
ENGINEER : AGM (IT)

ISSUED TO SRI/ M/s. _____

TECHNO-COMMERCIAL BID (Part-1)

Note: Tenderer has to fill the data
 wherever and whatever required in
 the tender schedule without fail and
 sign all the pages

No of pages of BOQ alone : NIL
Total No. of pages : 42 (FORTY TWO) pages only

(FOR OFFICE USE ONLY)

| | | |
|-----------------------------------------------|---|---------------------------------------------------|
| 1. E.M.D. PARTICULARS | : | |
| 2. Sl.No. | : | OUT OF TENDERS |
| 3. COVERING LETTER | : | NO. OF PAGES: |
| 4. REBATE OFFERED | : | |
| 5. RATE WRITTEN IN WORDS | : | |
| 6. VALIDITY OF TENDER | : | 4 MONTHS FROM THE DATE OF OPENING |
| | | |
| SIGNATURE OF CONTRACT DEPT. REPRESENTATIVE | | SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE |

RINL VIGILANCE TOLL FREE NO. **1800 425 8878**

VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPT., VISAKHAPATNAM -530031 (A.P.)
TELEFAX: 0891-2518763 TEL NO: 0891-2758705, 2518763
OPEN TENDER NOTICE NO:VSP/WC/IT/75576-0/OT/2016 Dt: 06.01.2016

1. Sealed tenders on **TWO-BID System (Techno-Commercial bid and Price bid)** along with Earnest Money Deposit (EMD) are invited from experienced contractors for the following work:

| <i>Tender No:</i> | <i>Name of the work</i> |
|-------------------|-------------------------|
|-------------------|-------------------------|

**75576-0: MAINTENANCE OF LEVEL-2 AUTOMATION SYSTEMS
(HARDWARE AND SOFTWARE) IN BF-3, SCADA-2 & SMS-2**

- Note :**
1. "The tenderer shall have a minimum of 2 years of relevant experience in maintaining Level-2 automation systems in real time environment on 24x 7 basis in a process / heavy industry like Integrated Steel Plants, Petroleum Industries, Power/ Gas industries"
 2. The party should have ISO Certification.
 3. a) Tenderers are required to unconditionally accept the "Integrity Pact" enclosed to the tender document and shall submit the same duly signed along with their offer. Offer of the tenderers received without Integrity Pact duly signed, shall not be considered.
b) The External Independent Monitors (EIM) is Sri Venugopal K. Nair, IPS (Retd)., Sri Siva Prasada Rao. The bio-data of Sri Venugopal K. Nair & Sri Siva Prasada Rao are available in VSP website.
c) The Nodal Officer is Sri P. K. Mishra, GM (MM), VSP. He can be contacted at Phone No. 09989926882 and at e-mail: prasannamishra@vizagsteel.com
 4. Welfare allowance is NOT applicable for this work

| Tender Number | Cost of Tender Document (Non-refundable) | | Eligibility/ experience requirements | | Earnest Money Deposit (₹) |
|----------------|------------------------------------------|-----------------|----------------------------------------------------|-------------------------------|---------------------------|
| | By hand (₹) | By download (₹) | Value of single similar work executed (₹ in Lakhs) | Annual Turn over (₹ In Lakhs) | |
| 75576-0 | 1800/- | 1800/- | 75.81 | 45.48 | 3,75,000/- |

2. Cost of Tender document(s) shall be paid in the form of Demand Draft / Pay Order / Banker's Cheque, obtained from any Nationalized or Scheduled Bank in India, drawn in favour of RIN Ltd., payable at Visakhapatnam and shall be valid for a minimum period of one month from the date of opening of tender i.e., Envelope-1 (Pre-qualification documents). **THE COST OF TENDER DOCUMENT(S) RECEIVED ALONGWITH TENDER DOCUMENT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES UPON RECEIPT OF TENDER.**
3. The value of **single similar work** executed shall be during the **last 07(Seven) years** ending last day of month previous to Tender Notice date i.e: **31-12-2015** and Turnover shall be the average Annual Financial Turnover during the last 03 (Three) years ending 31st March of the previous financial year i.e., **31-03-2015**. The tender document shall be accompanied with copies of (a) Work Order, Bill of Quantities, Work Completion Certificate indicating the total value of the work done inclusive of all deviations and escalations against the subject work and including all taxes & duties, *but excluding Service Tax*. In case of work executed outside VSP, and where the total amount includes Service Tax, tenderers shall make efforts to get the value of Service Tax indicated separately in the Work Completion Certificate. **In case of work-in-progress, Work-in-progress Certificate indicating start date as per Order and actual start date & value of work executed with date up to which it is considered against the subject work and including all taxes and duties, but excluding Service Tax with certification of satisfactory performance of the Contractor to that extent and continuance of the said work by the respective employer (b) for Turn Over Audited balance sheets certified by Practicing Chartered Accountant in case the annual Turn-over is more than ₹40.00 Lakhs (or) in case of Turn-Over being less than ₹40.00 lakhs either Turn-over certificate in the prescribed format of VSP**

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duly signed by a practicing Chartered Accountant/Cost Accountant or T.D.S. certificate(s) comprising of the Gross bill values issued by the Deductor(s) for the work done. (c) Copy of registration letter issued by V.S.P incase of registered agencies and incase of non registered agencies, either a copy of Notarized sole Proprietorship or a copy of Partnership deed or a copy of Memorandum of Association & Articles of association along with certificate of registration- whichever is applicable. VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

NOTE :

- 1) TENDERERS SHALL SUBMIT PF REGISTRATION CERTIFICATE IF AVAILABLE, IF NOT AVAILABLE SUCCESSFUL TENDERER SHALL SUBMIT PF REGISTRATION CERTIFICATE BEFORE COMMENCEMENT OF THE CONTRACT.
- 2) THE SUCCESSFUL TENDERER SHALL PRODUCE REGISTRATION CERTIFICATE UNDER APVAT ACT, WHEREVER APPLICABLE, BEFORE SIGNING THE WORK ORDER / LOA AND SUBMIT A COPY OF THE SAME.

4.0 The tenderers are requested to note that :

4.1 The offer shall be made in **02(two) envelopes. First envelope** (to be super scribed as Envelope-1 with name of the work, tender no.) should contain the cost of the tender document in case the tender is downloaded from the web site (Tender can be purchased from the office of DGM(WC) I/c by paying tender cost in the form of DD/PO/BC as cited at para-2 above in which case tender cost need not be enclosed while submitting the tender), Earnest Money Deposit(EMD) separately in the form of DD/PO/BC etc (refer to instruction to tenderer) and pre-qualification documents(Criteria eligibility/experience and other documents etc.) as per para-1 read with para-3 above along with TECHNO-COMMERCIAL BID WITH FILLED IN QUESTIONNAIRE, ALONGWITH DETAILS OF EXPERIENCE AND SUPPORTING DOCUMENTS, duly signed / attested by the authorized representative of the company. **Second envelope** (to be super scribed as Envelope-2 with name of the work, tender no.) should contain price bid in its prescribed format along with the tender document.

4.2 The first cover shall be opened initially and only on satisfying the eligibility criteria **INCLUDING TECHNICAL ACCEPTABILITY**, adequacy of cost of tender document (incase of downloaded tender) and EMD etc., placed in it, the second envelope containing the price bid shall be opened. The date and time of opening of the price bid along with names of successful tenderers in pre-qualification & techno-commercial bid will be subsequently displayed in the notice board of Works Contracts only and no individual communication to tenderers will be made.

4.3 Scope of work, Bill of Quantities (BOQ), Terms & Conditions given in the tender documents (placed in the 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 downloaded from our website / issued are found tampered/altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.

4.4 It will be presumed that the tenderers have gone through the General Conditions, Special Conditions & Instructions to tenderer etc., of the contract available in the website which shall be binding on him/ them.

4.5 The tenderer shall download the "TENDER SCHEDULE" available on the website in totality and submit the same duly signed on each page. **Any time prior to the deadline for submission of bids, Works Contracts department may, for any reason, modify the tender terms and conditions by way of an amendment, such amendment will be notified on RINL's website at regular intervals.**

4.6 **Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer 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).**

5.0. The tender documents and other details can be downloaded from our web site: **www.vizagsteel.com** and the same are to be submitted to the Dy. General Manager (Works Contracts) I/c, Visakhapatnam Steel Plant duly signed on each page by the tenderer **on or before 03.00 PM on 09-02-2016**

6.0. Non-transferable tender document can also be obtained from the office of Dy General Manager (Works Contracts) I/c, VSP on written request on bidder's letter head on payment of tender cost in the form of DD/BC during working hours **10 AM to 4.30 PM on or before 04.30 PM on 08-02-2016**

7.0. Tenders will be received in the office of Dy General Manager (Works Contracts) I/c, **up to 03.00 PM on 09-02-2016 and Envelope-1 will be opened immediately there after.**

8.0 VSP after opening of tender/bid document may seek in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the Tenderers/bidders or issuing authority for confirmation of eligibility/pre-qualification stipulated in the NIT.

9.0 If it comes to the notice of VSP at any stage right from request for registration /tender document that any of the 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 VSP tenders for a period of 05(FIVE) years including termination of contract, if awarded. E.M.D/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 E.M.D/Security Deposit , if any, and recovery of risk and cost charges etc., Decision of V.S.P Management will be final and binding**

10.0 The date of opening of the pre-qualification cover (envelope-1) shall be the date of tender opening in respect of both the single bid and two-bid (techno-commercial and price-bid).

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- 11.0 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 P.F. Regn./ITCC/Electrical License/experience /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.**
- 12.0 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 reserve 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 and without being liable to refund the cost of tender documents thereupon.

For Dy General Manager (Works Contracts) I/c

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FORM – A

Ref. Tender No. 75576-0**Name of the Work : : MAINTENANCE OF LEVEL -2 AUTOMATION SYSTEMS
(HARDWARE AND SOFTWARE) IN BF-3, SCADA-2 & SMS-2**

To
Dy General Manager I/c
Works Contracts Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031.

Sirs,

With reference to the Notice Inviting Tender, I/We have gone through the tender documents issued to us. I/We have also gone through the General Conditions of Contract of VSP available in VSP web site and noted the contents therein. I/We hereby confirm that I/We shall abide by Terms and Conditions of General Conditions of the Contract including Form of Tender, Invitation to Tender, Articles of Agreement etc. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender, obtained information about the nature of work, facilities that may be required and obtained necessary information about Working Conditions, risk contingencies etc., which may influence this tender. We hereby offer to execute & maintain the work during the defect liability period in conformity with the tender conditions at the respective rates quoted by us.

I/We have deposited the EMD, which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if I/We revoke/withdraw/cancel my/our tender or if I/We vary any terms in our tender during the validity period of the tender without your written consent and/or if in the event of Visakhapatnam Steel Plant accepting my/our tender and I/We fail to deposit the required security money, execute the Agreement and/start the work within reasonable time (to be determined by the Engineer) after written acceptance of my/our Tender.

- Status of the firm (mark)
- Proprietary /Partnership/others (Specify)

* Authority to Sign:

- a) Proprietor
- b) Managing Partner
- c) Power of attorney holder

Name of Partners:

- 1)
- 2)
- 3)

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Following Details are to be furnished by the tenderer compulsorily (neat&legible) while submitting the tender schedule | |
| Income Tax PAN No. | |
| Status/Reason for not having PAN No. | |
| <div style="text-align: center;">OFFICIAL ADDRESS</div> <div>Phone No:</div> <div>Cell No :</div> <div style="color: red;">Fax No.:</div> <div style="color: red;">e-mail address:</div> | |

Yours faithfully,

(Signature of Contractor)

Name:.....

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INSTRUCTIONS TO TENDERERS

- 1.a) Tenders shall be submitted in the office of the Dy General Manager (Works Contracts) I/c, Visakhapatnam Steel Plant, Visakhapatnam – 530 031.
- b) Tenders shall be submitted in the prescribed form issued by VSP. The Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
- c) The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their **"Total Amount only"** accordingly.
- d) Tender shall be for the entire scope of work mentioned in the tender documents.
- e) Tenderer **"Shall quote only the Total Amount in figures and in words"**. Over writing is not permitted and corrections are to be essentially initialed. Amount quoted in words shall govern in case of variance between figures and words.
- f) The **"Total Amount quoted in figures and words shall be tallied"** before submission of the tender and all mistakes corrected and initialed. Quotation shall preferably be type written or written in neat and legible handwriting. All the pages of tender documents shall be signed by the tenderer.
- g) **Respective tenderers participating in the tenders due for opening on the scheduled day, can witness the opening of tenders/price bid on production of valid identity card/gate pass, or alternately, shall give a duly signed authorization to their designated representatives who are nominated if they wish to witness the tender/price bid opening. However, if any person is found to obstructing the passage/entry to the tender box, or if any unauthorized person is found in the tender opening room, the designated officer of WCD, incharge for tender submission/opening of bids or the HOD of WCD shall inform the CISF constable present on duty to evict the person. Also, to intimate to CISF in writing, to cancel the Gate Pass for a period of 01 (ONE) year.**
- h) If by any reason the tender opening is postponed to any other date, the details will be displayed in the notice board of Works Contract Department. Tenderers shall see the notice board regularly and keep themselves informed in this matter.
- i) Before quoting, the tenderer shall necessarily contact the "Engineer" and fully understand the job, scope of work, unit of measurement, mode of measurement, scope of supply of materials by VSP if any, working conditions, shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.
- j) General Conditions of Contract of VSP for Works Contracts are available in the Office of DGM (Works Contracts) I/c and also in VSP's web site for reference. The tenderers shall study and understand all the relevant provisions before quoting.
- k) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender i.e., Envelope-1.
- l) After opening of tender, the tenderers may be called for negotiations and the details like date, time etc. will be displayed on the notice board of Works Contract Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
- m) Purchase Preference will be given to PSU's where applicable as per DPE guidelines.
- n) The local Small Scale Industries as approved by VSP and registered with Works Contracts Department of Visakhapatnam Steel Plant in the category of Industrial Paint Manufactures for supply and application of industrial Paints to various structurals, equipment pipelines etc., are eligible for purchase preference as per the policy of VSP in force from time to time. The local small-scale industries, those who are technically and commercially acceptable shall be considered for extension of Purchase Preference, if the offer is within 15% above L-1 price and upon their matching with L-1 price.
- o) The date of opening of pre-qualification envelope-1 shall be the date of tender opening in respect of both the SINGLE BID AND TWO- BID(Techno-commercial and Price bid) tenders.
- p) **Corrections / amendments / replacement to / of the deficient documents / financial instruments for Earnest Money Deposit (EMD) & Cost of Tender Document (CTD) shall not be sought in the following cases where**
 - (a) There is evidence of tampering / unauthorized correction
 - (b) The value of financial instrument (s) / document (s) is falling short of the value stipulated in the NIT
 - (c) The validity of BG (s) as on initial tender opening date (TOD) is falling short of minimum validity period stipulated in the tenderer
 - (d) Discrepancy exists in the name of Payee / Beneficiary
 - (e) The bidder fails to submit CTD and / or EMD in case of submission of a single instrument / document towards both CTD and EMD.

2) EARNEST MONEY DEPOSIT (EMD)

- a) **In case of Earnest Money Deposit being less than or equal to Rs.5 Lakhs,** Earnest Money Deposit shall be in the form of Demand Draft / Pay Order / Banker's Cheque obtained from any Nationalized or scheduled commercial bank in India, drawn in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam and shall be valid for a minimum period of one month from the Envelope-1 (Pre-qualification documents) opening date. **No other mode of payment will be accepted. However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the format as enclosed to the GCC) from any Scheduled Commercial Bank, encashable at Visakhapatnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the date of opening of Envelope-1 (Pre-qualification documents). The above shall supercede the instructions regarding "form of EMD" elsewhere in the tender document. The above shall supercede the instructions regarding "Form of EMD" elsewhere in the tender document.**
- b) **Public Sector Enterprises of State / Central Government Undertakings are exempted from submission of Earnest Money Deposit (EMD) provided they submit a letter requesting for exemption from submission of EMD along with their offer.**
- c) **EXEMPTIONS / PREFERENCES FOR MICRO AND SMALL ENTERPRISES:**
1. Micro and Small Enterprises (MSEs) are exempted from submission of Cost of Tender Documents / Tender Processing Fee (CTD), Earnest Money Deposit (EMD), and Security Deposit (SD), irrespective of whether the service is to be carried out within or outside their premises subject to submission of proof of enlistment / registration with any of the following agencies:
 - (i) District Industries Centre [Acknowledge of Entrepreneur Memorandum ie., EM (Part-II)].
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coil Board
 - (v) National Small Industries Corporation (NSIC)
 - (vi) Directorate of Handicrafts Handloom
 - (vii) Any other body specified by Ministry of MSME

Note:

 - (a) Tender documents are uploaded in the websites (www.vizagsteel.com; www.pubtenders.gov.in; <http://eprocure.gov.in>) and are to be down loaded from there only.
 - (b) The Micro and Small Enterprises registered for the particular trade/items for which the tender is relevant, would only be eligible for exemption.
 - (c) As regards Security Deposit (SD) exemption, the MSEs shall be required to submit a "Performance Guarantee Bond" of requisite value in the prescribed pro-forma in lieu of Security Deposit. It may be noted that waiver of SD is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered.
 2. Preference to MSEs shall be considered under the following conditions:
 - (i) When the work is to be awarded to more than one tenderer, as stated in NIT.
 - (ii) In such cases the package size / value is pre-decided and indicated in the NIT.
 - (iii) MSEs shall have valid enlistment / registration with specified agencies (as above), in relevant category. The successful tenderer should ensure that the same is valid till the end of the contract period.
 - (iv) The offer / bid of MSE shall be within the price band of L1 + 15% and upon their matching with the final negotiated price of L1 (L1 being other than MSE).

On fulfilling the above conditions, the eligible MSEs shall be considered for award of the rest of the package(s) (after negotiating the final L1 price) of aggregate value not less than 20% of the total tendered value, in the order of their ranking in the bid. In case there are more than one eligible MSEs with one or more owned by scheduled caste and scheduled tribe entrepreneurs, package (s) not less than 4% of the tendered value shall be considered for awarding to MSEs owned by SC and ST Entrepreneurs. The preferential award of work shall cease once the limit of 20% of tendered value is attained. Further allotment / award would be based on inter-se ranking of the rest of the tenderers other than who are already considered for allotment / award of package, subject to their matching with the final L1 negotiated price.
- d) **EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.**

3) MODE OF SUBMISSION OF TENDER

- a) Tender shall be submitted in two separate sealed covers. In case of single bid tender, the first cover shall contain the D.D. / Pay Order / Banker's Cheque for Earnest Money Deposit / Cost of Tender Document / EMD exemption documents for PSUs & MSE units registered with NSIC, other pre-qualification documents etc. and the second cover shall contain the tender.
- b) In case of two bid system, the first cover shall contain the techno-commercial bid part of tender, along with the other bank instruments / documents indicated in para 3(a) above, and the second cover shall contain only the price bid part of tender.
- c) The two sealed covers as mentioned above shall be stapled / tied together and submitted. The first cover will be opened first and only if the submitted documents / instruments are found to be as per NIT requirement, will the second cover containing the price bid be opened.
- d) Tenders not satisfying the requirements as per NIT will not be opened.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL : The special conditions of the contract (SCC) are complementary to and shall be read in conjunction with General Conditions of Contract (GCC) of VSP for works contracts. Scope of work, Bill of Quantities and other documents form part of the Tender Documents. In case of any conflict of meaning between SCC & GCC, provisions of SCC shall over ride the Provisions of GCC.
2. Visakhapatnam Steel Plant reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be awarded to one of the Tenderers or to more than one tenderer.
3. The contract shall be treated as having been entered into from the date of issue of the letter of intent/work order to the successful tenderer, unless otherwise specified.
4. WATER, POWER AND COMPRESSED AIR: Unless otherwise specified to the contrary in the tender schedule, the contractor is entitled to use in the work such supplies of water, power and compressed air (Basing on availability) from VSP's sources from approved tapping points, free of cost. The contractor shall make his own arrangement for drawing the same to the work spot.
5. The successful tenderer shall produce Registration Certificate under APVAT Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.
6. Immediately on receipt of work order, the successful tenderer shall obtain and submit the following documents to the Engineer with a copy to ZPE/Manager (Pers)/CLC before start of work.
 - a(i) **ESI registration certificate** with the contractor's Code no. covering all the workmen under ESI Scheme, which shall be effective from the date of start of contract and cover for the entire period of contract including extended period/defect liability period, if any.
 - a(ii) **Insurance policy for payment of exgratia amount of Rs.5,00,000/-** (Rupees Five lakhs only) per head in case of fatal accidents while on duty, to the contract labour engaged by him in addition to the coverage under 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 / Workmen Compensation, whichever is applicable, the contractor is required to pay the ex-gratia amount within 30 (Thirty) days from the date of accident to the legal heir of the deceased. 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 legal heir of the deceased and recover the same from the contractor's running / future bills. This insurance policy is to be taken by the contractor over and above the provisions specified under Clause No. 6.13 (Third Party) and 6.14 (ESI Act) of the General Conditions of Contract.
 - a(iii) **Copy of the policy for third party insurance** as stipulated in Clause 6.13 of the GCC.
 - b) **Labour License** obtained from Assistant Labour Commissioner (Central), Visakhapatnam.
 - c) **PF Registration Certificate** issued by PF Authorities
 - d) **Safety clearance** from Safety Engineering Department of VSP.
7. The contractor shall submit wage records, work commencement/completion certificate etc. and obtain necessary clearance from Contract Labour Cell of VSP for bills clearance.
8. The contractor shall ensure strict compliance with provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them. The contractor is also required to indemnify the employer against any loss or claim or penalties or damages whatsoever resulting out of non- compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under. A copy of the provident fund membership certificate/PF CODE number shall be submitted by the contractor.
9. The contractor shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

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10. a) Total amount quoted shall be inclusive of all taxes, levies, duties, royalties, overheads and the like but excluding service tax prevailing as on the date of submission of bids.
- b) During the operation of the contract if any new taxes/duties/levies etc are imposed or rates undergo changes, as notified by the Government and become applicable to the subject works, the same shall be reimbursed by VSP on production of documentary evidence in respect of the payment of the same. Similarly benefits accruing to agency on account of withdrawal/reduction in any existing taxes and duties shall be passed on to VSP.
- c) The benefit offered by the agency (other than Service Tax) will be deducted from each bill on the offered percentage basis. Amount so recovered shall be released, limiting to the percentage of benefit offered on the quoted price, only on receipt of credit by VSP.
- d) The prices are exclusive of Service Tax. RINL-VSP will pay Service Tax as applicable on submission of Invoices in accordance with Rule 4A (1) of Service Tax Rules 1994.
The contractor will be paid Service Tax by RINL-VSP along with monthly service charge bills for further deposit with Central Excise Authorities. The contractor will, in turn, submit the documentary evidence in support of payment of Service Tax of each month along with subsequent month RA Bills.
11. ADVANCE: No advance of any sort will be given by VSP.
12. PAYMENT TERMS: Payment will be made monthly on recommendations of the Engineer basing on the quantities executed, at accepted rates.
13. MEASUREMENTS: The contractor shall take measurements jointly with the Engineer or his representative and keep joint records for the same. Bills shall be prepared and submitted by the contractor basing on agreed measurements.
14. INITIAL SECURITY DEPOSIT (ISD): Initial Security Deposit for the work shall be @ 2% of contract price. Earnest Money Deposited by the successful tenderer shall be adjusted against ISD, and the difference between ISD and EMD shall be deposited in the manner mentioned in the work order/letter of intent.
15. RETENTION MONEY: Retention Money for contracts up to a value of Rs. 100 lakhs, at the rate of 7.5% of the bills for works with defective liability period *not Nil* and at the rate of *5.0% for works with defective liability period "Nil"* will be deducted from each bill until this amount together with the Initial Security Deposit reach the limit of retention which is 7.5% or 5.0% as the case may be for the value of work. The Retention Money shall be released after the satisfactory completion of defect liability period after liquidating the defects. For contracts of value above Rs.100 Lakhs, the limit of retention money shall be Rs.7.5 lakhs plus 5% of the value exceeding Rs.100 lakhs.
16. Security Deposit: : The Public Sector Enterprises or State/Central Government Undertakings/ MSEs shall be required to submit a "Performance Guarantee Bond" of requisite value in the prescribed proforma in lieu of Security Deposit covering the period of contract + defect liability period + 6 months (Claim period). It may be noted that waiver of Security Deposit is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered for MSEs.
17. Recovery of income tax at source will be made from contractor's bill and deposited with Income Tax Department as per rules. Recovery of sales tax applicable shall be made from the contractor's bills.
18. SAFETY:
 - a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
 - b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
 - c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
 - d) All the safety appliances required for safe working as decided by SED/Contract operating department shall be provided by the contractor to his workmen.
 - e) Clearance to start the job will be obtained by the contractor in form 'A&B' before start of work. The forms may be obtained from the dept. concerned.
 - f) Works at height cannot be started without clearance from Zonal Safety Officer. The workers engaged for work at height shall possess height pass from SED. The names of workmen working at height or in hazardous areas will be written on the body of form "B".
 - g) Contravention of any safety regulation of VSP in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination. The list of safety violations category wise are as follows:

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- I. Category-I of Safety Violations:
Penalty amount: First offence Rs. 100/-, 2nd or subsequent offences Rs.300/-

- (1) Occasional violation of not wearing crash helmet;
- (2) Driver of two wheeler carrying more than one pillion rider;
- (3) Wrong parking of vehicle.

- II. Category-II of Safety Violations (Minor Violations):

Penalty amount: 1st violation Rs.2500/-, 2nd violation Rs.10,000/-, 3rd & subsequent violations Rs.20,000/-

- (1) Working at Height without Height-pass;
- (2) Unauthorized entry at hazardous location;
- (3) Engaging workers without safety training;
- (4) Proper ladder/steps not provided for working;
- (5) Failure to provide proper Shuttering at excavation works;
- (6) Power connection taken from board without proper board plug;
- (7) Fitness certification of cranes/hydra/heavy vehicles not available;
- (8) Crane rope conditions not ok;
- (9) Not wearing safety helmet/safety shoe at site;
- (10) Safety goggles/Hand gloves not used;
- (11) Gas cutting without goggle;
- (12) Rolling/lifting of cylinder/dragging on the ground (without cage);
- (13) Welding with non-standard holder;
- (14) Welding machine earthing (double body earthing) not done;
- (15) Gas hose pipe clamping done by wires;
- (16) LPG cylinder date expiry/over;
- (17) Loading/unloading of cylinder – cushion not given;
- (18) Condition of hose pipe not good;
- (19) Working with leaking cylinder;
- (20) Using non-power cable instead of welding cable;
- (21) Working without work permit/shut down;
- (22) Not putting red flags/stoppers;
- (23) Dismantling of structure without authorized plan;
- (24) Unauthorized Oxygen/Nitrogen tapping;
- (25) Not having proper gate passes/other area passes;
- (26) Use of damaged slings/tools/ropes;
- (27) Use of hand grinders/mixer machines without guard;
- (28) Not reporting of accident;
- (29) Taking shelter behind Electrical panel;
- (30) Driving of heavy vehicles on the road during restricted hour;
- (31) Truck side panel Broken/Not Ok;
- (32) Dropping/Spillage of material on the road;
- (33) No number plate on vehicle;
- (34) No indicator light/brake light on vehicles;
- (35) Driving Dangerously;
- (36) Overloading of vehicles beyond CC weight;
- (37) Racing and trials of speed, overtaking heavy vehicles;
- (38) Moving vehicles in unauthorized restricted routes;
- (39) Talking with cell-phone while driving;
- (40) Truck carrying powdery material without Tarpaulin;
- (41) Vehicles without Red flags/Red lights, side-guards & Donnage;
- (42) Stock protruding out of the truck body;

- III. Category-III of Safety Violations (Major Violations):

Penalty amount: 1st violation Rs.7,500/-, 2nd & subsequent violations Rs.15,000/-

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- (1) Using bamboo or other non standard material for scaffolding;
- (2) Railing not given at platforms or opening of floor;
- (3) Scaffolding planks not tied properly;
- (4) Throwing/dropping of material from height;
- (5) Proper ladder/approach not given for working at height;
- (6) Walkway/Cross over not provided;
- (7) No barricading of excavated pits;
- (8) No top cover on power distribution board;
- (9) Sleeping under truck;
- (10) Absence of Supervisor at height-works, confined space jobs and other hazardous jobs;
- (11) Welding screen/Face shield, welder gloves not used;
- (12) Driving vehicles without valid driving licence;
- (13) Driving by an Drunken person.

IV. Category-IV of Safety Violations (High-Risk Violations): Penalty amount: Rs.15,000/-

- (1) Failure to use Full body harness with double lanyard;
- (2) Life line of Full body harness not anchored;
- (3) Floor opening left unguarded in the area of work;
- (4) Working at roof without daily permit;
- (5) Working in confined space without Confined-space work-permit;
- (6) Violation of electrical shutdown/PTW;
- (7) Violation of HOT work permit system

V. Category-V of Safety Violations: (The penalties will be imposed on agency in case the reasons to the accidents are attributable to the agency).

- (1) **Serious injuries and permanent disabilities** - Penalty amount: Rs.1,00,000/- or 2.5% of contract value whichever is less;
- (2) **Fatal accident cases** - Penalty amount: Rs.2,00,000/- or 10% of contract value whichever is less.

- (1) The above penalties related to the accidents mentioned at Category (V) will be imposed on agency in case the reasons to the accidents are attributable to the agency.
- (2) Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor.

Note: The penalties mentioned above are in addition to those which are applicable as per the Statutory Acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses).

- (3) Without prejudice to the right conferred for stoppage of work for violation of safety rules, the contractor shall be liable for penalty at the rates indicated above depending upon the category of violation.
- (4) Operating authority will assess the penalty amount having regard to all the circumstances in particular in nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show cause notice specifying therein the proposed penalty. Considering the cause shown by the contractor, if any, the operating authority shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / Security Deposit of the contractor without any further reference to him.

- h) "The contractor shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon/synthetic dress. This is required to avoid any fire accident. This must be followed strictly".

19. SHUTDOWNS:

- A) Necessary shutdowns will be arranged by VSP to the contractor for carrying out the work based on requirement. No claims on account of delayed/prolonged shutdown will be entertained.

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- B) The works assigned to the contractor by the Engineer from time to time shall be completed within the time schedule fixed by the Engineer in each case, within the approved shut down period.
20. LABOUR DEPLOYMENT:
- A) The contractor shall deploy his labour as per requirement and as instructed by the Engineer. It may be necessary to carryout the work round the clock based on requirement and shutdown provided. The contractor's rate shall cover such eventualities.
- B) Only trained, experienced, safety inducted workers acceptable to the Engineer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Engineer.
- C) As and when need arises in the Annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time, the contractor shall ensure that Displaced Persons (DPs) are engaged in unskilled category of workers to the extent of 50% (fifty percent). The contractor shall contract the Engineer-in-charge for this purpose.
- D) 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 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.
21. SECURITY REGULATIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.
22. STORING/STACKING OF MATERIALS: Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.
23. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
24. After completion of work activity, the site has to be cleared of all debris, construction material and the like.
25. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.
26. NOTICES: Any notice to be given to the contractor under terms of the contract shall be considered duly served, if the same has been delivered to, left for or posted by registered post to the contractors principal place of business (or in the event of the contractor being a company, its registered office), at the site or to their last known address.
27. 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 :
"Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOI during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/property, non payment of due wages to labour or such similar defaults".
28. 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.
29. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/ITCC/Electrical License/Experience/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.
30. If it comes to the notice of VSP at any stage right from request for registration/tender document that any of the 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 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 E.M.D. / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of V.S.P. Management will be final and binding.
31. Failure to execute the work after LOI/WORK ORDER is given, will make the party liable for debarring for a period of 2 (TWO) YEARS.
32. In case it is found before/after award of work to the person/agency through Limited Tender Enquiry (LTE) that the same person/agency is proprietor/proprietress/partner of two or more separate agencies and quoted for the same work, then punitive action to the extent of debarring up to 02 (Two) years from participating in VSP tenders will be taken.
33. 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 fail to deposit the required security money, execute the Agreement and fail to start the work within reasonable time (to be determined by the Engineer) after written acceptance of their tender – EMD submitted by them will be forfeited by VSP.
34. Contractor shall note that:
- i) Time for mobilization after issue of FAX Letter of Intent/detailed Letter of Intent / Work Order shall be;

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- a. 03 (Three) days for Capital Repairs
 - b. 15 days for Civil Works
 - c. 60 days for painting works of Structural Engineering Department
 - d. 07 (Seven) days for Annual Mechanical, Electrical and works of technological assistance/cleaning.
- ii) Re-starting the work after disruption shall be within 04 (Four) to 06 (Six) hours after the cause of disruption is removed as decided by the HOD.
 - iii) Notice period for Contract Termination shall be - 03 (Three) hours in the event of breakdowns, 02 (Two) days in Capital Repairs and 10 days in other works.
- Failure to adhere to above stipulations may result in Termination of contract at risk & cost and will make the party liable for debarring for a period of 2 (Two) years.*
35. Agencies are required to submit Bank Guarantee for the value as decided by the Engineer as a Security while taking out Equipment/Components/materials of VSP to their workshop situated outside the VSP premises for carrying out repairs.
 36. In case of revision in RINL / VSP approved wage rate, consequent to the revision in the minimum wages (either in Basic Wage or Living Allowances) as notified by the Regional Labour Commissioner (Central), Hyderabad, Escalation amount to the contract shall be payable as per the following formula:

$$V = \frac{L \times W \times (X - X_o)}{X_o}$$

WHERE:

- V= Escalation Payable
- L= Labour Content during billing period
- W= Gross value of work done on the basis of Contract Rates for the period for which variation is applicable
- X= Revised Weighted Average of RINL/VSP approved Rates for the period for which variation is applicable (for Unskilled, Semi-skilled and Skilled categories of Workers) based on the minimum wages as notified by the ALC (Central), Hyderabad, for the period under consideration for that contract as per present man days of different categories for the billing period.
- Xo = Existing (on the basis which tender estimate prepared) Weighted average of VSP approved rates (for Unskilled, Semi-skilled and Skilled categories of Workers and which is based on the Minimum Wages notified by Commissioner of Labour, Govt. of Andhra Pradesh, Hyderabad) for that contract as per present man days of different categories for the billing period.

Computation of X and Xo & L:

$$X = \frac{a \cdot USR + b \cdot SSR + c \cdot SKR}{a + b + c}$$

$$X_o = \frac{a \cdot USRo + b \cdot SSRo + c \cdot SKRo}{a + b + c}$$

$$L = \frac{a \cdot USRo + b \cdot SSRo + c \cdot SKRo}{W}$$

Where

- a= man days present by USW during the billing period
- b= man days present by SSW during the billing period
- c= man days present by SKW during the billing period

- USR= Revised VSP approved Rate for USW at the time of billing
- SSR= Revised VSP approved Rate for SSW at the time of billing
- SKR= Revised VSP approved Rate for SKW at the time of billing

- USRo= VSP approved Rate for USW indicated based on which the Estimate of work was prepared,
- SSRo= VSP approved Rate for SSW indicated based on which the Estimate of work was prepared,
- SKRo= VSP approved Rate for SKW indicated based on which the Estimate of work was prepared,

(The above escalation shall be independent of the award percentage whether positive or negative)

37. PAYMENT OF MINIMUM WAGES:

- 37.1. Wages paid to the workmen by the contractor should not be less than the rates notified by the Regional Labour Commissioner (Central), Hyderabad, from time to time with regard to the minimum wages applicable to the respective categories of workmen plus the ad-hoc amount at the rate of ₹.11.54ps as per working day per workman per category. Wages with ad-hoc amount 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 PF for the month, both the employer's (in this case contractor) and employee's (in this case

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workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15th of the subsequent month and forwarded to the Engineer". In case of failure of the contractor to comply with any of the above, the following action will be taken by VSP.

- 1a) Lapse ———Payment of wages at rates less than those notified under the minimum wages.
Action by VSP ———An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the engineer.
 - b) Lapse ———Non payment of adhoc amount
Action by VSP ———An amount equivalent to actual payable towards adhoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engr.
 - 2) Lapse ———Non payment of wages
Action by VSP ———An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer.
 - 3) Lapse ———Non payment of PF
Action by VSP ———Recovery of PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of ERP & MP Act and Rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Engineer.
 - 4) Lapse ———Delayed payment of PF
Action by VSP ———Regional provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of the contractor as certified by Engineer.
- 37.2. The contractor shall have to pay WELFARE ALLOWANCE (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc @ ₹.80.76ps per day of actual attendance of each worker deployed in the contract not exceeding ₹.2100/- per month in addition to the wages as indicated in the minimum wage clause of Special Conditions of Contract. The contractor will submit his claim with proof of such payment made in this connection in the RA Bill and the same amount will be reimbursed/paid to him.
- 37.2.1. It may be noted that the payment of WELFARE ALLOWANCE is towards the expenditure incurred by the contract labour towards Fuel Charge, Coconut Water Allowance, Washing Allowance, Food/Milk/Tiffin Allowance.
- 37.2.3. The contractor is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by VSP on this account.
- 37.2.4. As regards applicability of payment of WELFARE ALLOWANCE, the contractor may refer NIT/Terms & Conditions of the contract in this regard.
38. The contract period can be extended at the discretion of V.S.P. up to 04 (Four) months at the existing Rates, Terms and conditions and the Contractor shall be bound to execute the work accordingly and the offer of the Contractor is deemed to include this aspect.
39. The tenderers shall note that in case of quoting above the Estimated Value of V.S.P. the L-1 party shall furnish logical / satisfactory explanation which V.S.P. may seek if felt necessary for quoting such high rates. If the explanation offered by the L-1 party is not acceptable to V.S.P., the L-1 party may be recommended for disqualification while retendering the work.
40. The contractor should clearly understand and comply with the Factories Act 1948 and relieve the FEMALE WORKERS from their work site within the restricted working hours prescribed therein under section 66(b).

41. The following 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:

- 1) Component ——— Notice pay
Recovery amount per labour per every working day —
USK —Rs.23.68ps, SSK —Rs.26.77ps, SK —Rs.31.49ps
- 2) Component ——— Retrenchment compensation
Recovery amount per labour per every working day —
USK —Rs.11.84ps, SSK —Rs.13.39ps, SK —Rs.15.75ps
- 3) Component ——— Leave with wages
Recovery amount per labour per every working day
USK —Rs.14.57ps, SSK —Rs.16.48ps, SK —Rs.19.38ps

To be released when ——— After the contractor makes payment to the work men in the presence of Engineer Incharge and CLC representatives, a certificate to this effect is to be enclosed with pre-final bill (to be paid with pre-final bill).

Sub-total ———
USK —Rs.50.09ps, SSK —Rs.56.64ps, SK —Rs.66.62ps

- 4) Component ——— Bonus
Recovery amount per labour per every working day
USK —Rs.11.55ps, SSK —Rs.11.55ps, SK —Rs.11.55ps

To be released when ——— After the contractor makes the payment to the workmen in the presence of Engineer Incharge and CLC representatives, a certificate to this effect is to be enclosed with RA bill / pre-final bill (to be paid with RA bill / pre-final bill as and when paid by the contractor).

GRAND TOTAL
USK —Rs.61.64ps, SSK —Rs.68.19ps, SK —Rs.78.17ps

10% towards profit and over heads of contractor
USK —Rs.06.16ps, SSK —Rs.06.82ps, SK —Rs.07.82ps
Total recovery amount
USK —Rs.67.80ps, SSK —Rs.75.01ps, SK —Rs.85.99ps

Note:

- i) The above recovery rates are effective from 01/10/2014. 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 workmen category-wise will be revised by RINL/VSP and will be notified accordingly.
- ii) Payment against the above component is to be made to the workmen based on effective wages of last drawn pay.

42. PAYMENT MODE FOR BILL AMOUNTS:

42.1 Following are the options available to the Contractors for availing e-payments.

42.1.1 **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.

42.1.2 **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 |

42.2 The Successful tenderer shall agree that all the payment due and payable in terms of the contract will be paid direct to his bank account and he shall give the bank account number and the address of the Bank in which the money is to be deposited" as per the format given below:

- (1) Vendor Code :
- (2) Option : RTGS / EFT
- (3) 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:

Desgn:

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 :

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- 42.3 The contractor has to submit their bank account details in 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.
- 42.4 The Successful tenderer is required to give an undertaking to the Finance Department of 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".
- 42.5 *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 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.*
43. CLAUSES CONCERNING CENVAT AGAINST EXCISE DUTY:
- a) *The tenderer shall specify the percentage of CENVAT benefit on quoted price for which they shall furnish the duty paying documents.*
- b) The successful tenderer shall take necessary steps to comply with the rules and provisions of central excise and service tax law facilitating VSP to avail CENVAT credit.
- c) The amount of CENVAT benefit declared shall be deducted from the tendered price for the purpose of tender evaluation i.e. the evaluation shall be on the net of CENVAT benefit.
- d) The invoice raised by the Contractor should clearly mention VSP as the consignee (Consignee: RINL, VSP, A/c: Name of the contractor). It should be ensured that material has been delivered along with the duplicate for transporter copy of the invoice, based on which CENVAT credit is to be claimed.
- e) The duty paying documents shall be submitted as soon as the material is procured by the agency for incorporation in the work. The CENVAT benefit offered by the agency will be deducted from each bill on the offered percentage basis and will be released to the extent CENVAT benefit could be availed by VSP. The contractor shall extend all possible help to facilitate VSP to avail CENVAT benefit. If CENVAT benefit could not be availed by VSP due to reasons attributable to the contractor, such amount will not be released by VSP.
- f) In the event the CENVAT benefit realized by VSP (based on documents) is in excess of the CENVAT benefit offered by the agency/contractor, the refund will be restricted to the benefit offered by the agency. The excess amount realized from Excise Authorities will be to the credit of VSP only.
- g) Material once received in to the factory would not be allowed to go outside the factory premises for any reason. Excess/Rejected material will be allowed to be taken back after complying with the provisions of CE Act.
44. RINL reserves the right to reject the offers of tenderers whose performance is poor in awarded / ongoing works if any.

SCOPE OF WORK

Work Desc : **Maintenance of Level-2 Automation systems (Hardware and Software)**
in BF-3, SCADA-2 and SMS-2

| Cond No | Cond Desc |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0 | Objective : |
| 1.1 | To maintain Automation Level-2 computer systems - Software and Hardware, of BF-3, SCADA-2 and SMS-2 units at Converter, Caster Machines, LHF, RH and HMDP including Servers, Client PCs / HMI, Switches, OFC and UTP Cabling and other Network devices by Supplying Manpower (present at site) with required spares being provided by VSP. The Details of the Hardware and software to be maintained is enclosed in the Annexure-1. |
| 2.0 | Overview: The scope of the work of the successful Tenderer shall include but not be limited to the following and shall be as per the conditions given below and as per the procedures laid down by VSP. |
| 2.1 | The contract period is 2 years. The tenderer shall quote the Maintenance charges per annum and total charges for the entire contract period. The tenderer shall quote the man month rate for manpower supply which is valid for two years. The estimated manpower required for maintaining these systems is indicated in the BOQ. |
| 2.2 | The tenderer shall quote manpower supply (i.e. Maintenance engineer present at Site) for maintaining the systems using the spares provided by VSP. |
| 2.3 | The type of Coverage required normally is '7 days x 3 shifts coverage in a week' and attending to emergency calls beyond office hours, including Sundays and Holidays. The tenderer should assess and provide the required qualified and experienced manpower as detailed in Section 3. |
| 2.4 | The tenderer must provide the maintenance coverage as detailed in Section 4. A list of the Hardware and software to be maintained is enclosed in the Annexure-1. |
| 2.5 | Any changes in the IT infrastructure due to addition / up gradation / removal of systems in the locations / areas and their effect vis-à-vis manpower requirement, will be dealt as detailed in Section 5. |
| 2.6 | The tenderer has to take over new / upgraded systems based on request from VSP. To prepare the tenderer for such take over, the tenderer personnel have to involve themselves in the installation and commissioning and also acceptance tests of such equipment as detailed in Sections 8 & 9. Similarly the tenderer shall involve actively in dismantling the phased out systems. |
| 2.7 | The tenderer must advise VSP on the essential Spare parts to be stocked. They will procure the emergency spare parts (if required) on behalf of VSP as detailed in Sections 6 & 7. |
| 2.8 | The tenderer shall commit for 100% manning of shifts and minimum systems availability of 99% and also must accept penalties as detailed in Section 13.5 |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| 3.0 | Manpower and Establishment : |
| 3.1 | The tenderer shall deploy the engineers required for maintaining the systems mentioned in Annexure-1. |
| 3.1.1 | <p>a) In BF-3 and SCADA-2 four shift engineers and in SMS-2 four Shift engineers are to be deployed for manning A, B, C shifts and relieving or as specified by the Engineer I/c from time to time. They will maintain the level-2 systems of each shop mentioned in the Annexure-1, take care of shift coordination and troubleshoot h/w and s/w problems.</p> <p>b) Four Group Leaders are also to be deployed for BF-3, SCADA-2 & SMS-2 put together or as specified by the Engineer I/c from time to time. These Engineers will be responsible for knowledge transfer from Manufacturer during commissioning stage, guide the shift engineers and tune the systems as required from time to time. Group Leader will be the overall In charge of the shift for both BF-3, SCADA-2 and SMS-2 area.</p> |
| 3.1.2 | <p>The engineer(s) posted should attend duty in VSP Shift timings and should also attend any emergency calls beyond office hours, including Sundays and Holidays, due to any critical problems in the system affecting production or to assist the Shift In-charge on duty.</p> <p>VSP reserves the right to call an engineer in Shift / General, as the situation demands.</p> |
| 3.1.3 | Each person posted shall cover Shifts as specified by the Engineer I/c for Six days in a week. In addition to weekly-off, each person is entitled for only VSP National & Closed holidays as paid holidays. |
| 3.1.4 | VSP will intimate to the tenderer in advance for enhanced / reduced shift working of the system, if any. |
| 3.1.5 | VSP will inform the tenderer one month in advance for withdrawal of manpower for any area in case the specific System is phased-out discontinued / upgraded or for any other reason. |
| 3.2 | The Shift engineers deployed by the tenderer shall have B.Sc.(Engg)/B.E./B.Tech qualification (CSC/Electronics/Electrical) with two years' experience and must have been trained and qualified for the requirements of the job. The Group leaders shall possess B.Sc.(Engg)/B.E./B.Tech qualification (IT/CSC/Electronics) with MCSA, CCNA certificates and four years' experience. They all should have worked / undergone training in similar environments, before being posted on the job. The candidate will be accepted subject to the condition that he is a regular employee of the tenderer. |
| 3.3 | The tenderer will train their engineers inline with the manufacturer's recommendations and schedule before their posting at site. |
| 3.4 | The tenderer shall be able to render assistance for reduction of any down time of equipment in the most expeditious manner. The tenderer shall deploy |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| | their own or from the manufacturers of the system, Specialists /Experts to fix faults for minimal down time, whenever necessary. For this, no additional charge will be payable by VSP. |
| 3.5 | Initially 7 shift engineers and 3 Group leaders will be required to be deployed. Then further deployment will be based on VSP's written request depending on the commissioning of various systems. |
| 3.6 | The tenderer shall ensure that the relevant manpower shall be replenished in time in order to provide 24 x 7 support for the systems. The tenderer must have some reserve manpower for immediate deputation, in case of absence / leave / quitting of existing personnel. If any engineer has not served/ attended more than 3 days consecutively, an approved leave reliever is to be posted against a person who is absent. |
| 3.7 | The tenderer must replace any engineer on a written request from VSP for poor performance. |
| 3.8 | The tenderer cannot change an engineer without a written consent from VSP. The tenderer must give a notice at least 3 months prior to changing an engineer. Similarly, tenderer shall ensure that all the engineers are posted in time to maintain the computer systems. |
| 3.9 | The tenderer can introduce a new engineer only after the approval from VSP. The tenderer will submit the detailed bio-data of the engineer along with the request for such an introduction. |
| 3.10 | The tenderer shall maintain an office at VSP's premises and ensure that a very high level of service is provided to VSP. |
| 3.11 | The tenderer shall render assistance for reduction of any down time of equipment in the most expeditious manner. The tenderer shall deploy their own or from the manufacturers of the system, Specialists / Experts from India or abroad within a reasonable time frame to fix faults for minimal down time, wherever necessary. For this, no additional charge will be payable by VSP. |
| 3.12 | The tenderer engineers posted to a computer center will report to the respective Shift In-charge / General Shift In-charge of VSP. Before sanctioning leave to the tenderer employees, it shall be informed in advance to the respective IT In-charge and a leave reliever has to be supplied. |
| 4.0 | Maintenance Coverage: |
| 4.1 | The tenderer shall provide maintenance service round the clock (24 hours, seven days a week) to keep the Computer Systems in good working order. The service consists of preventive and corrective / breakdown maintenance and includes carrying out of necessary works incidental to maintenance. The |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

tenderer will ensure availability of engineers for this purpose.

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| 4.2 | The tenderer has to procure emergency spare parts, on behalf of VSP as detailed in Section 6 & 7, and deliver them to VSP in time, in order to keep the down time to minimum. In case of emergencies, it may be required to airlift the spares and deliver them within few hours. The tenderer should make all efforts for the same and keep VSP appraised. |
| 4.3 | The Maintenance Services to be provided by the tenderer will cover the following sub-units of each Computer System. |
| 4.3.1 | All Level-2 Computer Systems hardware including cabling / networking within the Computer rooms. |
| 4.3.2 | All the remote peripherals and terminals including the cabling at the respective locations. |
| 4.3.3 | All communication links within Computer Room and at rooms where peripherals are located. |
| 4.3.4 | All modems, switches, device drivers, media convertors, backbone cables, down cables, UTP cables and other communication hardware. |
| 4.3.5 | All interfaces to computer peripherals and terminals. |
| 4.3.6 | The regular housekeeping of the Computer Rooms. |
| 4.4 | The persons deployed will identify all external cable faults to the computer rooms, terminal/ peripheral rooms and rectification of these faults will be done under the technical supervision of the tenderer. |
| 4.5 | The persons deployed shall maintain up-to-date records of maintenance work done and also regular complaint logging and tracking on shift basis. |
| 4.6 | Schedules for preventive maintenance will be drawn up in consultation with VSP and will be reviewed from time to time to achieve high availability. |
| 4.7 | The tenderer, with the available assistance of VSP personnel, will ensure starting and operation of the computer system and synchronization with the process after maintenance work. |
| 4.8 | The tenderer shall take adequate measures to prevent the corruption / loss of the data stored in the computer while carrying out the maintenance/ repair work. The tenderer shall take extreme care while doing the maintenance. Any damages taking place while the contractor is at work, shall be repaired/ replaced by the contractor at no extra cost to VSP. |
| 4.9 | The tenderer shall participate in acceptance testing of Computer Systems as per agreements of VSP with equipment suppliers, whenever required. |
| 4.10 | The persons deployed shall attend the customer calls at the earliest and resolve the issue immediately in co-ordination with other agencies, if |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| | required. Any significant issue must be escalated / reported to the respective IT In-charge, VSP. |
| 4.11 | Regular backups of the application software, System software and data to be taken by the tenderer as per the schedule agreed by VSP. The tenderer has to take extreme care to maintain all the backup media like CDs, DVDs and Tapes in order to protect the data in it. |
| 4.12 | The persons deployed should periodically update the patches for the OS software, and should install and maintain effective antivirus software and update it regularly. |
| 4.13 | The persons deployed in the shifts are responsible for receiving complaints, diagnosing the fault and attend to it. They also need to give feedback to relevant authorities. They require to tune the software as per the operational requirements in consultation with S/w personnel deployed. He is solely responsible for maintaining shift and he is custodian of Level-2 Systems. |
| 4.14 | The persons deployed himself has to communicate and coordinate with various shop agencies like Operation, Electrical, Mechanical and other maintenance agencies for any software updates or maintenance works required, for trouble free running of the level 2 applications. |
| 4.15 | The persons deployed should maintain a proper log book and has to register all the activities. |
| 4.16 | The persons deployed will lodge complaint and co-ordinate with the OEMs in case of any h/w problem during the warranty period. |
| 4.17 | <p>SAFETY & SECURITY :</p> <p>The contractor shall take adequate safety precautions for prevention of accidents. The contractor shall also ensure that his employees observe the statutory safety rules and regulations as also those laid down by VSP from time to time and he shall also keep VSP indemnified of all claims arising out of such accidents. The contractor shall abide by all the safety , security regulations promulgated from time to time by VSP authorities and intimated by VSP.</p> |
| 4.18 | In case the contractor is not able to repair the computer/ system, VSP reserves the right to get the computer repaired by any suitable outside agency and the full charges paid to the agency plus VSP's overheads as decided by VSP would be recovered from the bill of the contractor in addition to the penalty charges leviable as at Section 13.5 below. |
| 5.0 | Changes in IT infrastructure |
| 5.1 | Any new computer system installed or existing systems upgraded in these locations/ adjacent areas mentioned in Annexure-1, will generally come |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

under the scope of this contract after the acceptance of the systems. The existing manpower (already deployed) shall normally take care of the new/ upgraded systems. These new / upgraded systems to be included in the scope will be informed to the tenderer in writing by VSP. However VSP keeps the right to include or exclude the new / upgraded systems in the scope of the tenderer, depending on the prevailing conditions at that time.

5.2 Any request for additional manpower, in view of the inclusion of new / upgraded system(s) will be examined by the VSP taking into consideration the revised load / criticality of the system(s) and communicated to the tenderer. VSP reserves the right to accept / reject the additional requirement for manpower. Similarly reduction of existing manpower due to the upgraded system, if any will be examined and decided by VSP and communicated to the tenderer.

5.3 Removing of existing systems from the scope, due to phasing out or discontinuation or for any other reason will be informed to the tenderer in writing by VSP.

Reducing / removal of manpower if any, due to full / partial phasing out / discontinuation of Systems or for any other reason will be decided by the Engineer In-charge taking the revised load / criticality into the consideration.

5.4 Changes in manpower requirement will be undertaken at the discretion of VSP, depending on the site conditions.

5.5 The changes in payment due to changes in the manpower deployment (addition / removal) will be computed based on the man month rate, quoted by the tenderer.

6.0 Spares:

6.1 The tenderer will identify and procure on behalf of VSP, after approval of VSP, any additional parts, special tools and test equipment required during the contract period for efficient operation of all systems. The tenderer on behalf of VSP will arrange for all necessary licenses, permits, customs clearance and delivery, wherever required. VSP will authorize the tenderer to deal with the concerned suppliers of all the hardware on behalf of VSP.

6.2 The tenderer shall do necessary re-engineering for replacement of defective components / devices and repair them. Cost of components required for repair / replacement would be payable by VSP, subject to satisfactory documentary evidence.

6.3 The tenderer will scrutinize the insurance and two year spares list in offers and contracts received by VSP.

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| 6.4 | The tenderer will periodically advise VSP about the requirement of critical spares for un-interrupted operation of the computer systems. These list of spares are to be mutually agreed by the tenderer and VSP, within the resources available. |
| 6.5 | The tenderer will test the newly procured spares with adequate safety and certify for their acceptability. The tenderer shall also maintain a log for the spares to keep track of the latest status/ location of the spares. |
| 7.0 | Tools, Test equipment and Documentation: |
| 7.1 | VSP shall hand over to the tenderer the tools and test equipment provided by the manufacturers for maintenance of the Computer System. The tools and test equipment will remain the property of VSP and the tenderer shall use them exclusively for maintaining the Computer Systems at VSP only and shall be liable for any loss or damage to the same. The tenderer shall procure, if necessary, additional tools and test equipment, on behalf of VSP, after approval of VSP. |
| 7.2 | All computer hardware documentation received from the manufacturers will be made available in the respective computer rooms. The tenderer shall utilize this documentation for maintenance without infringing any trade mark or license rights of VSP or its supplier. |
| 7.3 | The tenderer shall provide the necessary tool kits to the Engineers deployed to carry out the day to day activities of maintenance. |
| 8.0 | Installation and Commissioning: |
| 8.1 | VSP will inform the tenderer sufficiently in advance on the date of installation and commissioning of the new/upgraded Computer System by the original manufacturer to enable the tenderer to associate in this activity so that future maintenance of the systems can be handled more effectively. |
| 9.0 | Acceptance Testing: |
| 9.1 | Necessary procedures for acceptance of the new/ upgraded systems and peripherals will be incorporated by VSP in its agreement with the supplier/ original manufacturer. The tenderer should participate in the Acceptance testing, if desired by VSP within the frame work of the agreement of the new/ upgraded systems. VSP will also inform the tenderer in advance. |
| 10.0 | Payments by VSP to the tenderer: |
| 10.1 | Payments for Annual Maintenance Contract would be on quarterly basis. |
| 10.1.1 | The tenderer shall be paid at the contracted amount for maintenance at VSP. This rate is all inclusive and is valid till end of contract period. |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| 10.1.2 | The above is inclusive of any expert service / advises (back-up services) to be provided for effective maintenance of the systems by the tenderer. No additional payments other than indicated in writing during the tenure of the contract or any agreement are payable by VSP for any other service that is to be rendered to VSP in providing services as per this Contract. |
| 10.1.3 | No additional claim will be lodged by the tenderer due to changes in salary structure or any other account. |
| 10.2 | Payment for procurement of spares |
| 10.2.1 | 10% of the landed cost of spares / tools procured by the tenderer shall be paid by VSP as service charges. |
| 10.2.2 | All applicable duties, freight, insurance, bank charges, L/C charges, handling charges and other incidental charges, for delivery of spares, tools and test equipment will be payable by VSP at actuals. |
| 11.0 | Payment Terms: |
| 11.1 | The tenderer shall bill charges at the end of each quarter. VSP will release payments on bills drawn by the tenderer after adjustments. |
| 11.2 | If the tenderer fails to meet the performance requirements as detailed in Section 13 or the manpower requirements as mentioned in Section 3.1, Penalties will be levied as per Clause 13.4 & 13.5. And the same will be deducted while processing the bill for the quarter. |
| 11.3 | If any engineer is absent during a month for one or more days, an equivalent amount will be deducted, from the bill based on the formula 'no. of days absent X man month rate / 30'. This will be in addition to the deductions mentioned in clause 11.2. The engineer can avail only the VSP Closed / National Holidays as paid holidays or, a compensatory off against the same. |
| 11.4 | Bills raised by the tenderer shall be settled by VSP normally within 30 days from the date of clear bills. |
| 11.5 | There will be no interest chargeable to the tenderer on any of the advances received. |
| 12.0 | Facilities to be provided by VSP: |
| 12.1 | VSP may provide accommodation for the engineers of the tenderer to be posted at VSP subject to availability. All charges for accommodation will be as per the VSP rules and shall be borne by the tenderer. |
| 12.2 | VSP may provide internal telephone facilities at the tenderer engineers' quarters, subject to availability. VSP may also provide two or more external telephone connections to the tenderer engineers, subject to |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

availability. The charges for the same shall be borne by the tenderer. All the engineers must be provided with a cell phones for easy access, by the tenderer.

12.3 Subject to availability, VSP may provide adequate and secure work space and storage space (free of rent) at each site for the tenderer to hold spares during repair, manuals, tools etc.

13.0 System availability :

13.1 The tenderer shall maintain minimum system availability of 99% for all the systems mentioned in Annexure-1. The system availability will be calculated monthly and system wise.
However, the tenderer shall endeavor to maintain and improve on these figures at VSP.

13.2 The tenderer shall ensure full working of the system and take all measures to make the system run in full capacity, without any partial breakdown.

13.3 The tenderer shall ensure that the service provided to the systems is uninterrupted and regular work is not hampered. Any non-performance on the part of the tenderer will be viewed seriously and VSP reserves the right to take suitable action at its discretion.

13.4 Down time:
The system non-availability due to hardware problem, including the time spent in repairs shall be taken as down time. The system non-availability means disruption in the concerned Business / Production processes of the area due to System malfunctioning / failure.

13.5 Penalty :

13.5.1 If the actual system availability during the period of one month falls short of the agreed minimum mentioned in clause 13.1, then penalty for the shortfall shall be imposed for every 0.1% reduction in system availability @ 1% of the charges payable (no. of persons deployed per month x man month rate) for the systems under maintenance coverage, subject to a maximum deduction of 10% for that month. The shortfall in system availability for each area will be added up to get the total shortfall for that month. The penalty shall be deducted from the payment due for that month.

13.5.2 If the tenderer fails to man a shift (any shift in case of 3 shifts manning or the shift to be attended as specified by the Engineer In-charge/ Computer Center In/charge), for each unmanned shift a penalty will be imposed on the tenderer @ 50 % of the charges payable (man month rate / 30). The penalty will be calculated as
 $50\% \times \text{No. of unmanned shifts} \times \text{man month rate} / 30$.
The penalty shall be deducted from the payment due for that month.

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

14.0 Validity:

14.1 This agreement shall be valid for two years.

14.2 The contract between VSP and the tenderer is for two years from the contract starting date unless either party gives a notice of Three months during which period the tenderer will impart adequate training in maintenance of all types of systems to VSP engineers or any other engineers identified for this purpose.

15.0 Contact Person:

15.1 The persons holding the posts as designated below will be the key persons for the execution of the agreement and all communication would be done by them. The tenderer may please mention the details of the contact person and address.

| | |
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| VSP | The Tenderer |
| A G M (IT) | |
| Central Computer Centre | |
| Visakhapatnam Steel Plant | |
| Visakhapatnam - 530 031 | |

16.0 Other Terms:

16.1 The tenderer shall not assign this agreement or any part thereof or any benefit there under to a third party without VSP's written consent.

A1.0 Annexure 1

System-1 : BF-3 LEVEL-2 SYSTEMS
System-2 : SMS-2 LEVEL-2 SYSTEMS
System-3 : SCADA-2

Note : Make and nos. of Hardware items listed are tentative as these are under installation stage.

A1.1 BF-3 LEVEL-2 HARDWARE CONFIGURATION

A1.1.1 Cluster Servers #1 & #2 (Application server & Database server) -----

4 nos Servers HP ProLiant ML370 G5
2 no. Tape drive HP ULTRIUM 920
2 no. Mini switch for KVM Intellinet
2 no. Console triple cable Intellinet
2 no. Keyboard HP
2 no. Mouse, optical HP
2 no. TFT monitor 19" HP LP1965
4 nos. MS Windows Server 2003

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)**
in BF-3, SCADA-2 and SMS-2

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| A1.1.2 | Domain Controllers 2 nos. HP Proliant DL120 G5 1 no. Keyboard HP 1 no. Mouse, optical HP 1 no. TFT monitor 19" HP LP1965 2 nos. MS Windows Server 2003 |
| A1.1.3 | Shared Storage Device (for cluster configuration) ---- 2 nos. Smart Array Storage HP MSA500 G2 |
| A1.1.4 | Sachem server --- 1 no. IBM AIX computer IBM Sys. p5 520Q Express 1 no. Keyboard IBM 1 no. Mouse, optical IBM 1 no. TFT monitor 19" IBM T119 |
| A1.1.5 | Web server --- 1 no. Server HP ProLiant ML370 G5 1 no. Keyboard HP 1 no. Mouse, optical HP 1 no. TFT monitor 19" HP LP1965 |
| A1.1.6 | Development Station, Operator Stations, Sachem Operator Station ---- 4 nos. Computers HP dc7800 4 nos. Keyboard HP 4 nos. Mouse, optical HP 4 nos. TFT monitor 19" HP LP1965 |
| A1.1.7 | Network equipment ---- 1 no. Layer 3 core switch CISCO Catalyst 3750 1 no. Layer 2 man. switch CISCO CE 500G 1 no. Firewall & viruswall SONICWALL NSA 3500 2 nos. Computers HP DL120 G5 1 no. Mini switch for KVM Intellinet 1 no. Console triple cable Intellinet 1 no. Modem router D-Link 32 nos. Ethernet cables IC Intracom |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)**
in BF-3, SCADA-2 and SMS-2

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| A1.1.8 | Printers -- 1 no. B/W laser printer HP Laserjet 5200TN 1 no. Colour inkjet printer HP Officejet Pro K5400dtn |
| A1.2 | SMS-2 Converter LEVEL-2 HARDWARE CONFIGURATION |
| A1.2.1 | Servers ---- 8 nos. Servers HP DL 380 G5 8 nos. MS Windows Server 2003 2 nos. Oracle DB 1 no. Server HP DL 320 G5p 8 nos. HP Ultrium Drive 448 |
| A1.2.2 | Shared Storage Device (for cluster configuration) --- 1 no. Smart Array Storage HP MSA 500 G2 |
| A1.2.3 | Development Station, Operator Stations --- 16 nos. Computers HP Xw4600 16 nos. MS Windows XP |
| A1.2.4 | Monitors --- 25 nos. HP L1950 |
| A1.2.5 | Network equipment --- - 1 no. Cisco Switch Catalyst 4507R 3 nos. Cisco Switch WS2960-24TC-L 1 no. Cisco Firewall ASA 5510 1 no. Modem router |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| A1.2.6 | Printers --- - 1 no. HP LaserJet 2600n (A4 colour) 2 nos. HP LaserJet 5200tn (A3 b/w) |
| A1.3 | SMS-2 LHF / RH LEVEL-2 HARDWARE CONFIGURATION |
| A1.3.1 | Servers --- - 3 nos. Servers HP DL 380 G5 3 nos. MS Windows Server 2003 3 nos. HP Ultrium Drive 448 |
| A1.3.2 | Development Station, Operator Stations 2 nos. Computers HP Xw4600 2 nos. MS Windows XP |
| A1.3.3 | Monitors 5 nos. HP L1950 |
| A1.3.4 | Network equipment 1 no. Edge Switch 1 no. Modem router |
| A1.3.5 | Printers 1 no. HP LaserJet 2600n (A4 colour) 1 no. HP LaserJet 5200tn (A3 b/w) |
| A1.4 | SMS-2 Caster LEVEL-2 HARDWARE CONFIGURATION |
| A1.4.1 | Servers 9 nos. Servers HP / Dell / IBM 2 nos. Oracle DB 9 nos. SDLT Tape Drive |
| A1.4.2 | Development Station, Operator Stations |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)
in BF-3, SCADA-2 and SMS-2**

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| | 28 nos. Computers HP / Dell / IBM 9 nos. Crane Terminals |
| A1.4.3 | Monitors 37 nos. HP / Dell / IBM |
| A1.4.4 | Network equipment 10 nos. Edge Switch 1 no. Modem router Cables, Routers & Wi-fi eqpt for Billet Yard Management |
| A1.4.5 | Printers 3 nos. HP LaserJet 2600n (A4 colour) 6 nos. HP LaserJet 5200tn (A3 b/w) |
| A1.5 | SCADA-2 HARDWARE CONFIGURATION |
| A1.5.1 | Servers ---- 4 nos. Servers HP DL 180 G5 (Rack mounted) 4 nos. MS Windows Server 2008 1 no. MS SQL Server 1 no. Oracle 10g DB 1 no. CitectSCADA v7.0 1 no. CitectHistorian v4.1 1 no. HP LTO2 Ultrium Tape Drive External |
| A1.5.2 | GPS based Time Synchronizing System --- 1 no. Masibus GPS Master Clock, MC-I |
| A1.5.3 | Development Station, Operator Stations --- 18 nos. L2 Client PCs HP DX2480 18 nos. MS Windows XP Professional |
| A1.5.4 | Laptops --- 3 nos. HP 6730b 3 nos. MS Windows XP Professional |
| A1.5.5 | Monitors --- 2 nos. 70" Samsung 700DXN Large Video Screen 4 nos. 19" HP TFT Monitor 18 nos. 22" LG Flat TFT |

SCOPE OF WORK

Work Desc : **Maintenance of Level -2 Automation systems (Hardware and Software)**
in BF-3, SCADA-2 and SMS-2

A1.5.6 Network equipment ---

- 1 no. Central Switch (Alcatel-Lucent OMNISWITCH-9700)
- 6 nos. Zonal Switch (Alcatel-Lucent OMNISWITCH-9700)
- 4 nos. Edge Switch (Alcatel-Lucent OS6855-U10)
- 1 no. Firewall (Sonicwall NSA 240)
- 6 nos. 2 KVA UPS

A1.5.7 Printers ---

- 1 no. Dot Matrix Printer
- 6 nos. Colour LaserJet (Konica Minolta Magicolor 7440)

TERMS AND CONDITIONS

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| WORK DESC : Maintenance of Level -2 Automation systems (Hardware and Software) in BF-3, SCADA-2 and SMS-2 | |
| Cond No | Cond Desc |
| 1 | The tenderer shall cover the enclosed Scope of Work along with the Annexures for entering into the 2 years contract for Maintenance of Level-2 Automation Systems (Hardware and Software) in BF-3 and SMS-2. |
| 2 | The tenderer shall have a minimum of 2 years relevant experience in maintaining the systems mentioned in the scope of work in a real time environment in an Industry of similar size or similar nature as that of VSP for 24 x 7 hrs. The tenderer shall produce a proof for the same. |
| 3 | The tenderer shall have to answer the Questionnaire enclosed confirming the clauses mentioned in the same. |
| 4 | <p>Sales Tax Clause :</p> <p>The scope of materials supply and consumables supply in the present proposal are as follows :</p> <p>a) Materials to be supplied by VSP : Spares (if required)</p> <p>b) Consumables to be supplied by VSP : Nil</p> <p>c) Materials to be supplied by Contractor : Nil</p> <p>d) Consumables to be supplied by Contractor : Nil</p> <p>The deduction of Sales Tax shall be done as per the rules prevailing from time to time.</p> |
| 5 | The Service Engineers /or such technical persons deputed by the Contractors in the execution of the awarded work do fall within the expressions of 'Workmen' for the purpose of Workmen's Compensation Act, 1923 and GPA, and if any accident occurs at VSP site, they are entitled for compensation under Workmen's Compensation Act and the liability to pay such compensation primarily lies on the Contractor. |

QUESTIONNAIRE

| | |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WORK DESC : Maintenance of Level -2 Automation systems (Hardware and Software) in BF-3, SCADA-2 and SMS-2 | |
| Cond No | Cond Desc |
| 1 | Confirm that 'Scope of work' is fully covered by the tenderer. |
| 2 | Confirm that the quotation is for 2 years. |
| 3 | Confirm that the man-month rate is fixed and same for 2 years. |
| 4 | Confirm that the manpower supplied meets all the requirements specified in Section 3 i.e. Manpower and Establishment of the Specification. |
| 5 | Confirm that the Maintenance coverage offered is as specified in Section 4 i.e. Maintenance Coverage of the Specification. |
| 6 | Confirm that the required Spares will be supplied by the party as detailed in Section 6 of the specification. |
| 7 | Confirm that the party will bring necessary tools and test equipment as detailed in Section 7 of the specification that are required to maintain the systems. |
| 8 | Confirm that the party will take over new / upgraded systems based on request from VSP as detailed in Sections 8 & 9 of the specification. |
| 9 | Confirm that the party will ensure the System and manpower availability requirements and accept the penalty in case of failure as specified in Section 13 of the specification. |
| 10 | Confirm that the tenderer shall not assign this agreement or any part thereof or any benefit there under to a third party without VSP's written consent. |
| 11 | Confirm that the tenderer has a minimum of 2 years relevant experience in maintaining Level-2 automation systems in a real time environment on 24 x 7 basis in a process/ heavy Industry like Integrated Steel Plants, Petroleum industries, Power/ Gas industries. Confirm that such a proof is enclosed. |
| 12 | The party should have ISO certification. Confirm that its proof is enclosed. |
| 13 | Note : a. All the above points of QUESTIONNAIRE form the fatal point for qualification in this Tender. b. Non compliance of any of these fatal conditions may lead to rejection of the offer. |

RASTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACT DEPARTMENT
VISAKHAPATNAM 530 031
PHONES: 0891 2518763, 2758705, FAX: 0891 2518763

IMPORTANT INSTRUCTIONS TO TENDERERS

The Tenderers are requested to note the following:-

- 1.0. The blank Integrity pact document (consisting of 7 Pages) is attached to the Tender document. The same is to be detached while submitting the Tender.
- 2.0. The detached Integrity pact document should be signed on all pages by the tenderer after filling the blanks, wherever required and is to be submitted along with the Pre-Qualification papers, Cost of Tenders and EMD Etc., in Cover-1.
- 3.0. The Cover -2 should contain price bid part only.
- 4.0. Please note that non submission of duly filled and signed Integrity Pact in prescribed format enclosed with Tender schedule will entail to disqualification of tender and price bid of such tenderer will not be opened.

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 **"MAINTENANCE OF LEVEL-2 AUTOMATION SYSTEMS (HARDWARE AND SOFTWARE) IN BF-3, SCADA-2 & SMS-2"**. 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 an External Independent Monitor(s) (EIM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, 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 for, or the execution of a contract, demand, take a promise for or 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 IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) 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(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of a 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(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) 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(s)/Contractor(s), 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(s) 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 minimum period of six (6) months and 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 disqualification of the Bidder 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 disqualification of the Bidder, 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 transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India 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) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and 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, Subcontractor 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 CVO of RINL.

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

- (1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.
- (3) The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the EIM 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 EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.
- (6) As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The EIM 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 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 EIM.
- (8) EIM 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 IPC/ PC Act.
- (9) Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.
- (10) The word '**Monitor**' means External Independent 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 agreement 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 agreement 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 agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement 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.

(For & On behalf of the Principal)_____
(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

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 alongwith 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/alongwith 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.

FORM 'C'
 RASHTRIYA ISPAT NIGAM LIMITED
 VISAKHAPATNAM STEEL PLANT
 WORKS CONTRACTS DEPARTMENT
 VISAKHAPATNAM-530031
 PHONE NO: (MAX)3691, TELEFAX NO:0891-2518763

**Name of the work : MAINTENANCE OF LEVEL-2 AUTOMATION SYSTEMS
 (HARDWARE AND SOFTWARE) IN BF-3, SCADA-2 & SMS-2**

TENDER NO: 75576-0

PERIOD OF CONTRACT : 24 (Twenty Four) months
DEFECT LIABILITY PERIOD : NIL
ENGINEER : AGM / IT

ISSUED TO SRI/ M/s. _____

PRICE BID (PART-2)

Note: Tenderer has to fill the data wherever and whatever required in the tender schedule without fail and sign all the pages

No of pages of BOQ alone : 02 (TWO) pages only

Total No. of pages : 03 (THREE) pages only

(FOR OFFICE USE ONLY)

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------|
| 1. E.M.D. PARTICULARS | : | |
| 2. SI. No. | : | OUT OF TENDERS |
| 3. COVERING LETTER | : | NO. OF PAGES: |
| 4. REBATE OFFERED | : | |
| 5. RATE WRITTEN IN WORDS | : | |
| 6. VALIDITY OF TENDER | : | 4 MONTHS FROM THE DATE OF OPENING |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> SIGNATURE OF CONTRACT DEPT. REPRESENTATIVE </div> <div style="width: 45%;"> SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE </div> </div> | | |



RAHSTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530031

BILL OF QUANTITIES

| | |
|-------------------------------------------------------------------|---------------------------------|
| PR No / Date: 73001359 / 23.12.2015 | Report Date : 23.12.2015 |
| Pur . Org.: WORKS CONTRACTS | |
| MSS: 7940715002 : MAINTENANCE OF LEVEL-2 AUTOMATION SYSTEM | |
| MAINTENANCE OF LEVEL-2 AUTOMATION SYSTEM | |

| The BOQ Items are taken as per the following Rates. | | | | | | |
|-----------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------|-----------|-----|------------|---------------|
| | Central Rates | | VSP Rates | | | |
| Skilled | 367.000 | | 599.400 | | | |
| Semi Skilled | 312.000 | | 514.250 | | | |
| Unskilled | 276.000 | | 458.500 | | | |
| Sl.No | Service Number | Description of the item | Qty | UOM | Rate | Amount |
| 1 | 410003823 | SHIFT ENGINEER for Maintenance of Level - 2 Automation Systems (Hardware) | 192.000 | MMN | 97,200.00 | 18,662,400.00 |
| 2 | 410003824 | GROUP LEADER for Maintenance of Level - 2 Automation Systems (Hardware & Software) | 96.000 | MMN | 121,500.00 | 11,664,000.00 |
| Total Value: In words : three crore three lakh twenty six thousand four hundred rupees | | | | | | 30,326,400.00 |

Signature of the Tendere



FORM 'G'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPARTMENT
BILL OF QUANTITIES (BOQ)

TENDER NO: 75576-0

**Name of the work : MAINTENANCE OF LEVEL-2 AUTOMATION
 SYSTEMS (HARDWARE AND SOFTWARE) IN BF-3,
 SCADA-2 & SMS-2**

- The quantities indicated are approximate and may vary to a wide range. Payment shall be made as per the actual work carried out at corresponding accepted rate.
- Wherever old items are replaced for fixing new items, all related connections are to be made good for proper functioning of new items. Dismantled / old items are to be handed over to the stores.

| No. | DESCRIPTION | UNIT | QTY. | RATE (₹.) | AMOUNT (₹.) |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------------------------------------------------------|-----------------------|
| 1. | As per the detailed Bill of Quantities enclosed in 01 (ONE) page ESTIMATED VALUE (RUPEES THREE CRORES THREE LAKHS TWENTY SIX THOUSAND FOUR HUNDRED ONLY) | | | AS PER DETAILED BILL OF QUANTITIES ENCLOSED | 3,03,26,400=00 |

TOTAL AMOUNT QUOTED IN FIGURES: Rs. _____

TOTAL AMOUNT QUOTED IN WORDS: Rs. _____

only.

- Note:
- Tenderer shall write their quoted offer both in WORDS and FIGURES. The quoted offer in WORDS shall be in CAPITAL / BLOCK letters.
 - If there is discrepancy between the amount mentioned in FIGURES and the amount mentioned in WORDS, the amount as mentioned in WORDS only shall be taken as the quotation of the tenderer.
 - THE ESTIMATE OF THIS TENDER IS BASED ON THE RINL / VSP APPROVED WAGE RATES, CONSEQUENT TO THE MINIMUM WAGE OF CONTRACT WORKER AS NOTIFIED BY THE REGIONAL LABOUR COMMISSIONER (CENTRAL), HYDERABAD, WHICH IS GIVEN BELOW. IN CASE REVISION IN THE MINIMUM WAGES OF CONTRACT TAKES PLACE, ESCALATION DUE TO THIS SHALL BE PAYABLE TO THE CONTRACT AS PER THE ESCALATION FORMULA INDICATED IN THE SPECIAL CONDITIONS OF CONTRACT :**

| | UNSKILLED WORKER | SEMI-SKILLED WORKER | SKILLED WORKER |
|-----------------------------------------------------------------------|---------------------|------------------------|-------------------|
| RINL/VSP APPROVED RATE (IN RUPEES) | 458=50 | 514=25 | 599=40 |
| MINIMUM WAGES AS NOTIFIED BY THE RLC (CENTRAL), HYDERABAD (IN RUPEES) | 276=00 | 312=00 | 367=00 |