



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: TECHNOLOGICAL ASSISTANCE & UPKEEP OF COAL  
CHEMICAL PLANT (PART-2)**

**TENDER NO: 76412-0**

PERIOD OF CONTRACT : 12 (TWELVE) Months  
DEFECT LIABILITY PERIOD : NIL  
ENGINEER : AGM(O)/CO&CCP

ISSUED TO SRI/ M/s. \_\_\_\_\_

**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 : 02 (TWO) pages only  
Total No. of pages : 36 (THIRTY SIX) 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
<div>SIGNATURE OF CONTRACT DEPT. REPRESENTATIVE</div> <div>SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE</div>		

**RINL Vigilance → TOLL FREE NUMBER : 1800 425 8878**

Signature of the Tenderer



**RASHTRIYA ISPAT NIGAM LIMITED**  
**VISAKHAPATNAM STEEL PLANT**  
**WORKS CONTRACTS DEPT., VISAKHAPATNAM -530031 (A.P.)**  
**TELEFAX: 0891-2518763 TEL NO: 0891-2758705, 2518763**  
**OPEN TENDER NOTICE NO: VSP/WC/CO&CCP/76412-0/OT/2017 Dt.31-01-2017**

- 1.0 Sealed tenders along with Earnest Money Deposit (EMD) are invited from experienced contractors for the following work:

**76412-0 : TECHNOLOGICAL ASSISTANCE & UPKEEP OF COAL CHEMICAL PLANT (PART-2)**

Tender No:	Name of the work
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Note : 1) "Experience required in Chemical processes and equipment cleaning"

- 2) 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) are Sri Venugopal K. Nair, IPS (Retd)., Sri Siva Prasada Rao, Retired MD/Functional Director of SAIL. The bio-data of Sri Venugopal K. Nair & Sri Siva Prasada Rao are available in VSP website.
- c) The Nodal Officer is Sri A. Bhattacharya, GM (MM), VSP. He can be contacted at Mobile No. 09866126149, Phone No.0891-2519503 & FAX No.0891-2518753 / 756, Max (Internal) : 22210 and at e-mail: agnimitra@vizagsteel.com

3) Welfare allowance is 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)	
<b>76412-0</b>	<b>1800/-</b>	<b>1800/-</b>	<b>66.04</b>	<b>39.62</b>	<b>1,75,000/-</b>

- 2.0 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, drawing 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.**

- 3.0 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: **31.12.2016** and Turnover shall be the average Annual Financial Turnover during the **last three years** ending 31<sup>st</sup> March of the previous financial year i.e.**31.03.2016**. 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 duly signed by a practicing**

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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. in case of registered agencies and in case 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 down loaded from the web site (Tender can be purchased from the office of Dy GM(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 cited at para(03) above) duly signed / attested by the authorized representative of the company as per para-1 read with para-3 above. **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, adequacy of cost of tender document ( in case 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 will be subsequently displayed in the notice board of Works Contracts only and no individual communication to tenderers will be made.
  - 4.3. **The documents submitted in the first envelope by the tenderers in respect of pre-qualification criteria are final and no further correspondence / clarifications / submissions in this regard shall be entertained.**
  - 4.4 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.
  - 4.5 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.
  - 4.6 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.**
  - 4.7 **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](http://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 02.03.2017.**
  - 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 01.03.2017**
  - 7.0. Tenders will be received in the office of Dy General Manager (Works Contracts) I/c, **up to 03.00 PM on 02.03.2017 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.

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- 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).
- 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.

76412-0

Name of the Work : **TECHNOLOGICAL ASSISTANCE & UPKEEP OF COAL CHEMICAL PLANT (PART-2)**

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.

OFFICIAL ADDRESS

Phone No:

Cell No :

Fax No.:

e-mail address:

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 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.

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## 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](http://www.vizagsteel.com); [www.pubtenders.gov.in](http://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.***

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### **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.

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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.
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 contract 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.

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- 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:

I. Category-I of Safety Violations:

Penalty amount: First offence Rs.100/-, 2<sup>nd</sup> 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: 1<sup>st</sup> violation Rs.2500/-, 2<sup>nd</sup> violation Rs.10,000/-, 3<sup>rd</sup> & 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;

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- (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: 1<sup>st</sup> violation Rs.7,500/-, 2<sup>nd</sup> & subsequent violations Rs.15,000/-

- (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 3<sup>rd</sup> 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.

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- (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.
- 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) "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 in semi-skilled category, the contractor shall ensure the minimum qualification of ITI in the relevant field for such semi-skilled category of workers. The contractor will also ensure to engage 50% (Fifty percent) of such semi-skilled vacancies from Displaced Persons (DPs) category. The contractor shall contact the Engineer-in-charge (EIC) for this purpose".
- E) 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".

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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;
    - 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.

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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=  $(a*USR + b*SSR + c*SKR)/(a+b+c)$

Xo=  $(a*USRo + b*SSRo + c*SKRo) / (a+b+c)$

L =  $(a*USRo + b*SSRo + c*SKRo) / W$

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 7<sup>th</sup> of the subsequent month. if 7<sup>th</sup> 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 workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15<sup>th</sup> 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

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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 ——— An amount equivalent to maximum penalty leviable by 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 wages 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.

- 37.3. (a) **Penalty for delayed payment / non-payment of wages:**  
If the contractor fails to pay wages within the stipulated time ie., by 7<sup>th</sup> working day of the subsequent month, a penalty up to 1% of the gross wages (Basic, DA & Over time (if any) except Adhoc, SMA, ASMA and other allowances) of the workers will be levied for every day of lapse subject to a maximum of 10% in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual / habitual default".

- (b) **Payment of wages through banks:**  
The contractor shall pay wages not less than the minimum wages notified by the appropriate Government from time to time to the workers deployed by him. The payment shall be made on the due dates either by way of crossed cheques or crediting the wages to the bank accounts of the concerned contract workers. Proof of such payment shall be submitted by the contractor to the Engineer Incharge by 10<sup>th</sup> of the subsequent calendar month.

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).

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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.25.23 ps,      SSK —Rs.28.57ps,      SK —Rs.33.47 ps
- 2) Component ——— Retrenchment compensation  
Recovery amount per labour per every working day —  
USK —Rs.12.61 ps,      SSK —Rs.14.29 ps,      SK —Rs.16.73 ps
- 3) Component ——— Leave with wages  
Recovery amount per labour per every working day  
USK —Rs.15.52 ps,      SSK —Rs.17.58 ps,      SK —Rs.20.59 ps

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.53.36 ps,      SSK —Rs.60.44 ps,      SK —Rs.70.79 ps

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

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.64.91 ps,      SSK —Rs.71.99 ps,      SK —Rs.82.34 ps

10% towards profit and over heads of contractor

USK —Rs.06.49 ps,      SSK —Rs.07.20 ps,      SK —Rs.08.23 ps

Total recovery amount

USK —Rs.71.40 ps,      SSK —Rs.79.19 ps,      SK —Rs.90.57 ps

#### Note:

- i) The above recovery rates are effective from 01/10/2015. 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.

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## 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 :

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".

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- 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.

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**RINL Vigilance → TOLL FREE NUMBER : 1800 425 8878**

Signature of the Tenderer

## SCOPE OF WORK

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

Cond No	Cond Desc
1.00	CLEANING OF TANKS AND EQUIPMENTS IN CCP
1.01	Shop ensures isolation of tanks in all respects, opening of the manhole, checking inside the tank for sufficient oxygen by taking air sample and then gives clearance in writing to the contractor to enter into the tank. The contractor or his workman shall not enter into the tank without written clearance on day to day basis.
1.02	Work shall be done between 9AM and 5PM (except in exigencies with special permission)
1.03	All tools & equipment viz crow bar, buckets, ropes and ladders required to carry out the job shall be brought by the contractor.
1.04	Sludge materials removed from the tanks shall be dumped 20 mtrs away from the tank as directed by the Engineer-in-Charge and later it shall be loaded by the contractor into truck or dumper. Truck/dumper shall be provided by the shop on free of rental charges. In case VSP do not provide truck/dumper, the loading charge of Rs.30/- per ton will be deducted from the bill for the quantity which is not loaded.
1.05	The BOQ items nos. 1,3,4&5 are intermittent job in nature. No idle wages shall be paid to contractor during the time when there is no work against the above BOQ items. Contractor to arrange for deployment of labor whenever the above BOQ items are to be operated. Work shall be started as and when the tanks are offered and job shall be completed within the time allotted by Engineer I/c.
1.06	The contractor shall strictly follow the safety instructions and precautions given by Engineer-in-Charge in written or verbal.
1.07	All safety appliances viz safety shoes, gum boots, safety helmets shall be provided by the contractor to his workmen. All workers should get safety training from Safety Engg Dept and only those workers who got safety training will be allowed to work.
1.08	For the purpose of calculating the quantity of sludge removed from tank/equipment, joint measurement shall be taken by the Engineer-in-Charge or his representative and contractor or his representative in terms of volume in cubic meters and this shall be multiplied by the specific gravity to calculate in terms of tons. The specific gravity reported by VSP lab shall be final.
1.09	The area around the process tank that was cleaned is to be free of sludge and to be cleaned to the satisfaction of E-I/c.
1.10	Any damage caused to the equipment/structures during cleaning should be rectified by the contractor on free of cost.
1.11	Any safety violations by the contractor & his workers will be seriously

## **SCOPE OF WORK**

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

	dealt with and the contractor will be penalized.
1.12	All tools, tackles & other equipments needed for cleaning should be removed by the contractor after the job is completed.
2.00	PROCESS CLEANING AT TAR PLANT, RECOVERY & BENZOL PLANT
2.01	Material to be handled are tar, tar sludge, Ammonium Sulphate, acid liquor, benzol & benzol products and tar products. These materials shall be cleaned by scrapping and pushing to drainage is to be avoided to the maximum possible extent. If required, removal of material and placing/shifting to the location shown by the site engineer to be done. Work to be done to the satisfaction of site Engineer.
2.02	Sand/slag shall be transported and stored near the process equipment as directed by the site Engineer. Sand/slag shall be spread over sticky material and the material shall be scrapped with sand, removed and dumped in a place as directed by site Engineer.
2.03	In case of non sticky material the area shall be cleaned with water or cotton waste as directed by site Engineer.
2.04	The job involves doing technological assistance in bagging of Ammonium Sulphate and Naphthalene. Any enabling work which is not specifically brought out in the BOQ or scope of work but required to be done for accomplishment of work as per BOQ are deemed to be included in the item rate.
2.05	The job involves carrying the material with bucket from pits and dumping into tank and cleaning the pit with use of sand and water.
2.06	The job involves chipping/cutting of hard/soft pitch in and the process equipment and vessels and cleaning the area as directed by site Engineer.
2.07	The job involves removal of process drainage cover, clean the drainage, and again replace the drainage cover.
2.08	The tools, equipments, implements, crow bars, buckets, trolley, shovels or spades required to carry out the job shall be brought by the contractor.
2.09	Work shall be started as and when site Engineer gives instructions and the job shall be completed within the specified time allotted by the site Engineer. The contractor or his workmen shall not enter into any specific area without taking clearance from site Engineer.
2.10	All jobs shall be done to the satisfaction of site Engineer.
3.00	CLEANING AND UPKEEP AT CCP:-
3.01	Removal of Chemical waste like tar, naphthalene and spillages from Benzol Plant, Gas condensate plant, Ammonium Sulphate plant, Benzol Recovery plant

## SCOPE OF WORK

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

	and Tar Distillation plant and transport with the help of tractor/truck and dumped at appropriate location within CO&CCP area as directed by Engineer-in-charge. Tractor/truck to be arranged by the contractor. Loading of Chemical waste in to tractor/truck is in the contractor's scope.
3.02	The measurements of the body of the tractor/truck shall be taken before the start of the work, to calculate the volume of the body. This shall be done by the contractor in presence of Engineer-in-charge and got certified accordingly.
3.03	The contractor shall be as far as possible use the same tractor/truck through out the execution period of the contract. However, in case of any problem the tractor/truck is required to be changed it is to be done with the written permission of Engineer-in-charge and measurements to be taken before the start of the work as at clause No. 3.02 above.
3.04	The contractor or his supervisor shall report to the representative of Engineer-in-charge every day at 9.00 AM to take instructions about the area to be cleaned etc.
3.05	The contractor shall maintain a daily trip slip and should obtain the signature of the representative of E-I/c for every trip to ensure complete loading and unloading of tractor/truck.
3.06	The number of trips made in a day multiplied by the volume obtained as at clause 3.02 above will give the quantity of material removed in Cu.m for that day.
3.07	The contractor shall follow all safety instructions to ensure the safety of the labourer.
3.08	Supervision of the above job shall be done by the contractor/supervisor.
3.09	The above work shall be carried out during General shift hours i.e. 9:00am to 5:30pm. If the situation warrants, the work shall be carried out beyond 5:30pm on the instructions of Engineer-in-charge.
4.00	RECYCLING OF TAR SLUDGE:-
4.01	Tar sludge from TOS and decaners will be brought by VSP Dumper and unloaded near Y-11 conveyor.
4.02	The work shall have to be executed in B & C shifts in all days, inclusive of Sundays & holidays, with continuous availability of JCB with operator & workers, without any interruption and under keen supervision.
4.03	The tar sludge is to be added on inclined conveyor (which feeds to Y-11 conveyor) by JCB machine while the conveyor is in running condition and carrying coal.
4.04	Sludge should not be added on the conveyor when the conveyor is running without coal.
4.05	Working persons should wear safety appliances like hand gloves, shoes etc which are to be supplied by the contractor.

## SCOPE OF WORK

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

4.06	<p>For payment to contractor, following procedure is followed:</p> <ul style="list-style-type: none"> <li>i) Sludge will be loaded in Hippo Dumpers once with the help of poclain in which, Number of scoops loaded (say N) will be counted and weighed (X tons). After unloading near Y-11, again the Dumper will be weighed (Y tons).</li> <li>ii) Average weight of one scope will be calculated from the weighments. Average weight of one scoop = <math>(X-Y)/N</math> tons.</li> <li>iii) VSP supervisor and contractor or his agent will supervise and record the no. of scoops loaded on Dumper for every trip and unloaded near Y-11. The quantity of sludge shifted is no. of scoops loaded multiplied by average weight of one scoop.</li> <li>iv) Unloaded sludge is to be completely added on Y-11 conveyor.</li> <li>v) Amount payable is total quantity multiplied by rate per ton.</li> </ul>
4.07	Work to be done only during general shift hours.
4.08	Due to various operational reasons Y-11 conveyor will not run continuously. No idle wages will be paid to the contractor on account of stoppage of Y-11 conveyor.
4.09	Safety: The contractor shall strictly follow the safety precautions given by the site Engineer either in written or verbal. Working personal should use safety appliances like goggles, gloves, helmets, shoe and other appliances which are necessary for the work are to be provided by the contractor to his workmen. All workers should get safety training from Safety Engineering Department and only those workers who got the safety training will be allowed to work.
5.00	V. MECHANISED MIXING OF BENZOL MUCK & COKE DUST AND CHARGING ON COAL CONVEYOR Y-11
5.01	Muck generated in Benzol Plant's muck drying bed is to be mixed with coke dust and bagged in HDPE bags, then transported and charged on Y -11 conveyor.
5.02	Electrical driven concrete mixer with operator of capacity 10/7 cft. and truck/tractor with driver required for the work to be arranged by the Contractor. The mixing work and transportation of filled HDPE bags is intermittent in nature. Accordingly the contractor to arrange concrete mixer and truck/tractor as and when required. The driver should have valid driving license.
5.03	Coke dust, HDPE bags and power supply required for the work shall be given by VSP free of cost.
5.04	Benzol muck is in liquid/slurry state and it is to be mixed with coke dust using concrete mixer.

## **SCOPE OF WORK**

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

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|------|---|
| 5.05 | For doing the above work following activities are to be done:<br>a) Coke dust will be brought by VSP and dumped near benzol muck drying bed area;<br>b) Coke dust to be put manually into the concrete mixer;<br>c) Benzol muck to be taken into the mixer from benzol muck drying beds by being raked manually (if required) through operation of outlet pipe line control valve;<br>d) Benzol muck & coke dust to be mixed thoroughly so that the mixed product will be in solid form and then discharged into HDPE bags;<br>e) Mixed Benzol muck & coke dust is to be bagged in HDPE bags manually;<br>f) The filled bags are to be loaded into truck/tractor and transported and kept near Y-11 conveyor in CPP area;<br>g) The bag containing Benzol muck & coke dust mixture to be charged on Y-11 conveyor manually over the coal on the conveyor Y-11. In case Y-11 conveyor does not carry coal, benzol muck/coke dust mixture should not be added on the conveyor.  |
| 5.06 | For payment to contractor, following procedure shall be followed:<br>a) Coke dust shall be loaded in Hippo dumper up to a fixed height/level and the same shall be weighed at VSP weigh bridge in loaded condition and again after unloading for arriving the weight of coke dust transported. The same weight shall be taken/assumed for all future transportation of coke dust in similar type of dumper;<br>b) Volume of Benzol muck will be calculated by measuring the length, breadth and depth of the muck in the benzol muck drying bed. Quantity of muck shall be arrived at by multiplying the volume with the specific gravity of the muck. The specific gravity of the muck shall be tested in QATD lab of VSP and this value shall be taken for arriving at the quantity of muck;<br>c) The total quantity of benzol muck and coke dust mixture charged on Y-11 conveyor shall be the quantity of coke dust and benzol muck calculated as per clauses (a) & (b) above;<br>d) Amount payable to the contractor shall be equal to the total quantity of the material handled as arrived at clause (c) above multiplied by the unit rate. |
| 5.07 | Due to various reasons Y-11 conveyor may not run continuously. Hence charging of the mixed material has to be done intermittently as per operation of Y-11 conveyor. No idle wages will be paid to the contractor on account of stoppage of Y-11 conveyor. The mixing operation, however can be done continuously subject to availability of benzol muck and coke dust.   |
| 5.08 | Cleaning of any spillages at site has to be done by contractor.   |

## **SCOPE OF WORK**

Work Desc : **Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

6.00	PAINTINING OF SAFETY SLOGANS, PICTURES,CARTOONS,LETTERS AND NUMBERS ETC, IN CO&CCP:-
6.01	The work involves painting of boards with two coats of synthetic enamel paints over one coat of primer, writing logos, pictures, numbers, marking arrows and safety slogans & instructions in English ,Telugu and Hindi.
6.02	Paints and bigger size brushes for painting will be supplied by VSP. Finer brushes for writing will be supplied by contractor to the painter.
6.03	The contractor or his supervisor shall report to the representative of Engineer I/c every day at 9.00am to take instructions and jobs to be done for the day.
6.04	CO&CCP is fire hazardous area, so the painter should follow all safety precautions. Safety induction training and height pass shall be obtained for the painter before start of the work. Safety appliances required for the job shall be provided by contractor to the painter.



## TERMS AND CONDITIONS

WORK DESC : Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)	
Cond No	Cond Desc
1.	Only male workers are to be engaged for removal of sludge or Cleaning of product tanks/confined space having Benzene/Toxic chemicals.
2.	The work involves working in hazardous environment/handling of hazardous materials. So the contractor should take all precautions of safety and follow the instructions given by the site in-charge.
3.	Coal Chemical Plant is fire hazardous, so the contractor should ensure fire safety precautions and safety instructions given by the in-charge are followed.
4.	All work shall be done in day time from 6.00 AM to 6.00 PM. In case of necessity work may be required to be done in all the three shifts and Sundays & holidays also. Accordingly the contractor shall arrange sufficient manpower to execute the work.
5.	Arranging of tools and tackles for cleaning and safety appliances are in the scope of the contractor.
6.	Sub-Contracting of the work is not permitted. The work is to be executed by the agency directly.
7.	All workers should get safety training from Safety Engineering Department and those workers who got safety training only will be allowed to work.
8.	Periodical medical examination of the workers (approx 25 Nos.) engaged in Technological Assistance of Ammonium Sulphate Plant will be conducted by VSP at OHSRC.
9.	<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: NIL.</p> <p>b) Consumables to be supplied by VSP: NIL.</p> <p>c) Materials 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>
10.	The contractor shall ensure payment of wages (for the previous month) latest by 7th of subsequent month. Contractor shall submit proof of payment made by 10th of every month. If the proof of payment is not submitted by 10 <sup>th</sup> of a month, it will be presumed that contractor has not done the labour payment by due date. In such case, VSP shall issue a letter to the contractor latest by 12th of a month asking the contractor to give attendance details of the work men by 13th of month. In case contractor does not submit the attendance details of the work men, then it will be presumed that all the work men have worked on all working Days.

Signature of the Tenderer

## TERMS AND CONDITIONS

**WORK DESC : Technological Assistance & Upkeep of Coal Chemical Plant (Part-2)**

**Cond No Cond Desc**

	In such case VSP shall take necessary action for statutory payment of wages directly to the work men. Adhoc recovery would be made from the contractor's bill for failing to pay wages to the work men. In such case VSP shall take necessary action against the contractor as per the contracts.
11.	Contractor should have sufficient financial capacity to pay wages for Personnel employed by him and all expenditures in carrying out the jobs at least for a period of 3 months before realization of billed money from VSP.
12.	Safety Clause: The contractor shall ensure usage of ISI marked regulators, hoses, nozzles, cutting torches, welding holders and cables for the cutting and welding works. This must be adhered to all the safety norms.
13.	Welfare Allowance: SMA & ASMA are applicable.
14.	On duty JCB Operator in the shift shall take care of the safety of the shift workers and co-ordinate with SIC of Recovery Plant.
15.	The Agency should deploy its own J C B ,the true copies of relevant documents shall be submitted along with tender documents. In case of hire agreement true copies of agreement and relevant documents of JCB shall be submitted before starting of the job.
16.	All expenses, whatsoever, towards operation and maintenance of JCB are in Agency's scope.
17.	Agency should be capable of providing uninterrupted service of J C B by immediate repairing the damage if any or arranging another JCB whenever the working one is breakdown.

Signature of the Tenderer

**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.

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Signature of the Tenderer

## **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 **"TECHNOLOGICAL ASSISTANCE & UPKEEP OF COAL CHEMICAL PLANT (PART-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.

Signature of the Tenderer

**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.

Signature of the Tenderer

- (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.

Signature of the Tenderer

**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)

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

Signature of the Tenderer



**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).

Signature of the Tenderer

- 3.1. 3** The amount of commission/remuneration included for bidder in the price (s) quoted
- 3.1.4** Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0** In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1** Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

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Signature of the Tenderer



**RAHSTRIYA ISPAT NIGAM LIMITED**  
**VISAKHAPATNAM STEEL PLANT**  
**VISAKHAPATNAM - 530031**

**BILL OF QUANTITIES**

<b>PR No / Date:</b> 73002181 / 27.12.2016	Report Date : 27.12.2016
<b>Pur . Org.:</b> WORKS CONTRACTS	
<b>MSS:</b> 3190914002 : TECHNOLOGICAL ASSISTANCE & UPKEEP OF COA	
TECHNOLOGICAL ASSISTANCE & UPKEEP OF COA	

The BOQ Items are taken as per the following Rates.						
	Central Rates	VSP Rates				
<b>Skilled</b>	390.000	634.150				
<b>Semi Skilled</b>	333.000	546.050				
<b>Unskilled</b>	294.000	485.750				
Sl.No	Service Number	Description of the item	Qty	UOM	Rate	Amount
1	910000217	CLEANING OF PROCESS TANKS & EQUIPMENTS,GAS PIPELINES IN CCP	6,400.000	TO	442.92	2,834,688.00
2	910000218	UPKEEP OF CCP,TAR PLANT,BENZOL PLANT & RECOVERY PLANT	15,000.000	MDY	485.75	7,286,250.00
3	910000219	REMOVAL OF COAL CHEMICAL WASTE FROM CCP,RECOVERY,TAR PLANT & BENZOL PLANT	1,000.000	M3	158.17	158,170.00
4	910000220	TAR SLUDGE ADDING ON Y-11 CONVEYOR	8,000.000	TO	273.82	2,190,560.00
5	910000221	MECHANIZED MIXING OF BENZOL MUCK WITH COKEDUST USING ELECTRICAL CONCRETE MIXER.BAGGING THE MIXED MATERIAL INTO HDPE BAGS,TRANSPORTING THE FILLED BAGS TO Y-11 CONVEYOR AREA AND FEEDING THE MATERIAL TO Y-11 CONVEYOR.	1,500.000	TO	366.26	549,390.00
6	910000222	SUPPLY OF PAINTER	300.000	MDY	634.15	190,245.00
<b>Total Value: In words :</b> one crore thirty two lakh nine thousand three hundred three rupees						13,209,303.00

Signature of the Tendere

Signature of the Tenderer



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

**TENDER NO: 76412-0**

**Name Of the work : TECHNOLOGICAL ASSISTANCE & UPKEEP OF COAL  
 CHEMICAL PLANT (PART-2)**

1. 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.
2. 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 ONE CRORE THIRTY LAKHS NINE THOUSAND THREE HUNDRED THREE ONLY)	<b>AS PER DETAILED BILL OF QUANTITIES ENCLOSED</b>			<b>1,32,09,303=00</b>

**TOTAL AMOUNT QUOTED IN FIGURES: Rs. \_\_\_\_\_**

**TOTAL AMOUNT QUOTED IN WORDS: Rs. \_\_\_\_\_**

**only.**

- Note: 1. Tenderer shall write their quoted offer both in WORDS and FIGURES. The quoted offer in WORDS shall be in CAPITAL / BLOCK letters.
2. 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.
3. **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
<b>RINL/VSP APPROVED RATE (IN RUPEES)</b>	<b>485=75</b>	<b>546=05</b>	<b>634=15</b>
<b>MINIMUM WAGES AS NOTIFIED BY THE RLC (CENTRAL), HYDERABAD (IN RUPEES)</b>	<b>294=00</b>	<b>333=00</b>	<b>390=00</b>

Signature of the Tenderer