



RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

(A Govt. of India Enterprise)

PR2 - ANJANI KUMAR

P&A CONTRACTS DEPARTMENT, #33, 'B' BLOCK, PROJECT OFFICE,

VSP, VISAKHAPATNAM - 530032, ANDHRA PRADESH -

INDIA

PHONE: 8500669844,

e-Mail Id: ak.wcc@vizagsteel.com

NOTICE INVITING TENDER (NIT)

NIT TYPE: 2-PART MKTG E-RFX

VSP/1400/2017/00010

NIT NUMBER & DATE: 9800000450 Dated 27.06.2017

OPEN TENDERS IN THE PRESCRIBED FORM ARE INVITED FROM THE REPUTED / EXPERIENCED TENDERERS FOR THE FOLLOWING

1. NAME OF THE WORK:

To provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System (MCS) in RINL-VSP for its employees

2. KEY INFORMATION:

Type of Bid	Type of Submission	EMD in INR	Submission Dead Line date & time in	Bid Opening Date & time in Hours
TWO PART BID	E BID	5000000.00	26.07.2017 14:30	26.07.2017 15:00

3. OFFER VALIDITY DATE:

Your offer should be valid upto 25.11.2017.

4. CURRENCY:

DAYS.

5. ELIGIBILITY/EXPERIANCE CRITERIA :

Single Work Order Value in INR	Annual Turnover in INR
--	175000000.00

Note: Values mentioned herein will be rounded down to Rupees in lakhs with two decimals, i.e., average annual financial turnover: Rs.17.50 Crores

6. NATURE & SCOPE OF WORK:

Supply and provide Meal Card Services to RINL-VSP employees, as detailed at Terms & Conditions of Contract

7. ITEM DETAILS/BOQ:

No. of days of Credit Period over & above VSP's standard credit Period of 15 days, for reimbursement / Payment of Meal Card amount by VSP.

8 LIST OF TENDER DOCUMENTS:

This document along with those available in cFolders as below, constitute the complete Tender (NIT)

1. RFx / NIT
2. Terms and Conditions of Contract
3. Questionnaire for technical evaluation
4. PQC, Undertaking Letter and Integrity Pact (IP)

	RINL VIGILENCE TOLL FREE NUMBER: 1800 425 8878	
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SD/-

ANJANI KUMAR

ANNEXURE :

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

PR2 – ANJANI KUMAR

P&A CONTRACTS DEPT, #33. 'B' BLOCK, PROJECT OFFICE,

VSP VISAKHAPATNAM -530031, ANDHRA PRADESH

PHONE:8500669844

NOTICE INVITING TENDERNIT TYPE: 2-PRT%**BID** E-RFX**VSP/1400/2017/00010**NIT NUMBER & DATE: 9800000450 **DTD 27.06.2017**

OPEN TENDERS IN THE PRESCRIBED FORM ARE INVITED FROM THE REPUTED / EXPERIENCED TENDERERS FOR THE FOLLOWING:

1. NAME OF THE WORK:

To provide requisite services for implementation of Income Tax law compliant Tax-exempt Meal Card system in RINL-VSP for its Employees.

2. KEY INFORMATION:

Type of Bid	Type of submission	EMD in INR	Submission Deadline date & time in Hours	Bid opening date & time in Hours
TWO PART BID	E-BID	5000000.00	26.07.2017 14.30	26.07.2017 15.00

- (i) Contract Period: 24 (Twenty Four) Months
- (ii) Defect Liability Period: NIL
- (iii) Engineer / Officer In charge: Sr. Manager(HR)-Welfare
- (iv) Estimated Volume of Business in the contract: Rs.116.64 Crores
- (v) Quoting Pattern in the Tender: Tenderers are required to quote / offer in terms of number of credit days over & above VSP's standard credit period of 15 days, for making payment / reimbursement of Meal Cards amount by RINL-VSP. Tenderer's quote should not include VSP's standard credit period of 15 days.

3. OFFER VALIDITY DATE: Your offer should be valid upto 25.11.2017.

4. CURRENCY: INR

5. **ELIGIBILITY / EXPERIENCE CRITERIA:**

Volume / Value of Single Similar Work Order	Annual Turnover in Rupees
Providing Tax-exempt Meal Cards / Coupons to a Client for a <i>minimum of 6000 no. of Employees.</i>	17,50,00,000.00

- i) Nature of single similar work: Tenderer should have experience in providing requisite services relating to supply and operation of Income Tax Law Compliant Tax-Exempt Meal Cards / Coupons to a client for a minimum of 6000 employees / Persons.
- ii) Tenders shall be evaluated based on the documents submitted against "PQC Requirements" and "Questionnaire for Evaluation of Tender".
- iii) In the questionnaire, Questions at Sl No. 1(b), 2(b), 2(c) and 3 to 7 are fatal conditions. If Answer is 'No' to any one of questions as at Sl. Nos. 1(b), 2(b), 2(c) (if applicable) and 3 to 6 above, similarly, if answer is 'Yes' to question at Sl. No. 7 above, the tenderer's bid will be rejected.

Signature of Tenderer

6. **NATURE & SCOPE OF WORK:** The successful agency should provide all requisite services relating to supply and operating the Income Tax Law compliant tax-exempt Meal Card system for the RINLVSP Employees as detailed in Terms & Conditions.
7. **ITEM DETAILS / BOQ:** As per attachment in C-Folder.
8. **LIST OF TENDER DOCUMENTS:**

This document along with those available in C- Folders as below, constitute the complete tender documents.

 1. RFx
 2. NIT
 3. PQC, Undertaking Letter, IP
 4. Terms & Conditions
 5. Questionnaire for Evaluation of tender.
 6. BG Format for EMD & SD

9. E-RFX SUBMISSION PROCEDURE - 2 PART:

RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFx Response to be submitted electronically through System only. No physical paper/print needs to be submitted. Bidders need to have User-ID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. If a Bidder who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFx Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

In 2-Part E-RFx, Technical RFx Response is uploaded to PQC/Tech RFx cFolder and Price RFx is quoted in Biding Engine. E-Tendering User Manual available in SRM Portal contains the procedure participating in RINL E-Tenders.

Bidders to ensure the following before submitting the 2-Part E-RFx Response

- a. All Mandatory questions are answered and Requisite documents are uploaded into PQC c-Folder including the EMD Submission proof.
- b. All Techno-Commercial documents required as per tender document are uploaded into "Tech RFx" C-Folder.
- c. Prices and Taxes (Conditions) are quoted in the bidding engine.
Then upon ensuring confirmation of RFx response is complete and contains no errors, RFx Response to be Submitted.
Bidders to ensure that E-RFx Response submission is done before "Submission deadline date & Time" indicated in the NIT Key information at 2 above. RFx can be "withdrawn" and modified as long as "Submission deadline date & Time" is not over. RFx Response cannot be modified once Submission deadline time passed.

10 E-RFX OPENING PROCEDURE - 2 PART:

E-RFx Responses are opened in the system electronically.

System allows opening of RFx responses only after the specified date and Time as indicated at 2 Key information above. Authorized Tender opening officers through the process of "Simultaneous Log-on" shall open the RFx Responses in System.

For 2-Part E-RFx first "PQC" & "Tech RFx" C-Folders are opened in the system through Simultaneous Log-on Process. Then Price RFx responses will be opened on a specified Date & Time through Simultaneous Log-on process for Techno-Commercially Accepted Responses on intimation to Bidders.

Signature of Tenderer

11 DOCUMENTS TO BE UPLOADED IN TECH BID C-FOLDER:

The following self-attested (Signed and stamped/sealed by authorized signatory) are to be uploaded in the Tech bid C-Folder.

A) For Earnest Money Deposit: Agencies to transfer the Earnest Money to the Account No. 915020053600067 of Axis Bank Ltd., payable at Gajuwaka Branch (Branch Code 075). The IFSC Code is UTIB0000075 and SWIFT Code is AXISINBB075.

CASH DEPOSITS TOWARDS EARNEST MONEY DEPOSIT (EMD) IN THE ABOVE SAID AXIS BANK WILL NOT BE ACCEPTED AND SUCH OFFERS WILL BE REJECTED.

(i) Agency has to indicate the Bank UTR Numbers (NEFT Transaction Id Numbers) of Earnest Money Deposit (EMD) in the Questions tab section which is mandatory.

If the agency seeks exemption from submission of EMD, the agency needs to submit the copy of registration with any of the following:

- (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) Coir Board
- (v) National Small Industries Corporation (NSIC)
- (vi) Directorate of Handicrafts Handloom
- (vii) Any other body specified by Ministry of MSME

B) Statutory Documents to be submitted, wherever specified

C) Supporting PQC documents as mentioned in PQC requirements.

VSP reserves the right to reject the offer in case the required documents are not submitted.

12 E-RFX EVALUATION PROCESS:

- (a) Pre-qualification evaluation shall be done based on the documents submitted by the bidders in PQC & Tech RFX c-Folders.
- (b) All the RFXs shall be evaluated on the basis of landed value / cost only which includes all taxes and duties including Service Tax / GST.
- (c) TAH1 (Technically accepted H1) price arrived by the system shall follow automatically to Auction document as start bid price for all cases of Reverse Auction and will be visible in the system only after the start time of Live Auction (E-Reverse Auction).
- (d) On completion of Live Auction, composite comparative statement is generated by the system considering the RFX Prices and Reverse Auction Prices. Placement of Order shall be considered on the H-1 price so arrived.
- (e) Notwithstanding anything specified in this tender documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:
 - (i) To reject the response whose performance is poor in awarded / ongoing works if any.
 - (ii) To give purchase preference to Public Sector Undertakings wherever applicable as per Government Policy / Guidelines
 - (iii) To extend purchase preference to Local MSEs (Micro & Small Enterprises) as per prevailing guidelines of RINL subject to submission of documents as stipulated in Detailed Terms & Conditions of NIT.

Signature of Tenderer

13 FORWARD E-AUCTION PROCESS:

RINL shall have the option of resorting to forward e-Auction on SAP SRM LIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the forward e-Auction and quote from a start Price. In forward e-Auction, the bidders would be required to quote numbers of credit days excluding VSP's standard credit period of 15 days. Definition of key terms for RINL's SAP SRM Live-auction (E-Forward Auction) user manual is available in SRM Portal. No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering to be used for Live Auction also.

14 GENERAL INSTRUCTIONS:

1. The documents submitted by the tenderers in respect of pre-qualification criteria are final and VSP reserves the right for further correspondence / clarifications / submissions in this regard.
2. Deficient documents shall not be sought by VSP. However, clarifications w.r.t. the documents already submitted by the tenderers shall be sought wherever required. Non-submission of specified documents shall be FATAL.
3. Scope of work, Bill of Quantities (BOQ), Terms & Conditions given in the tender documents (placed in the website) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website / issued are found tampered/ altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.
4. It will be presumed that the tenderers have gone through the entire tender document which shall be binding on him/ them.
5. The tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFx C-Folder Publisher Area on the RINL's SRM Portal in totality and upload the same along with the Undertaking letter in Tech RFx C-Folder. Any time prior to the DEADLINE for submission of the bids, VSP may for any reason modify the RFx terms and conditions by way of an amendment or corrigendum. Such amendments or corrigendum will be notified in RINL's SRM Portal at regular intervals. Therefore, the tenderers should refer to RINL's SRM Portal regularly for any corrigendum.
6. Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended / postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD.
7. **Goods & Services Tax (GST)** is going to be implemented shortly by the Government. GST Tax rates and provisions there on will be applicable from the date of implementation of GST.
8. Tenderers shall submit APVAT & Service Tax / GST Registration Certificate, if available and if not available, tenderers shall give an undertaking to produce the same if successful in the tender, and shall produce the APVAT & Service Tax / GST Registration Certificate, if applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.
9. 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 anywhere 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. The date of opening of the PQC and Tech RFx response shall be the date of tender opening.
11. 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 relevant documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders for two years.
12. 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) Split and award the work to more than one agency, (b) 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.

Signature of Tenderer

15 INSTRUCTIONS TO TENDERERS:

1. Tenders shall be submitted in the prescribed form issued by VSP in the RINL SRM Portal, Government Portal.
2. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
3. The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their "Total Amount in Figures only" accordingly.
4. Tender shall be for the entire scope of work mentioned in the tender documents.
5. If by any reason the tender opening is postponed to any other date, the same will be placed in RINL' SRM Portal and in the Notice Board at P&A Contracts Department, VSP. Tenderers shall see the SRM Portal / Notice Board regularly and keep themselves informed in this matter.
6. 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, manpower deployment requirements, risk contingencies and such other factors which may affect their tender.
7. Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender.
8. 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 P&A Contracts Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
9. Corrections / amendments / replacement to / of the documents / financial instruments for EMD shall not be sought from the tenderers 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 the BG (s) as on initial TOD is falling short of the minimum validity period stipulated in the tender.
 - d. Discrepancy exists in the name of Payee / Beneficiary.
 - e. The bidder fails to submit EMD or submission of UTR No./Receipt No.
10. Purchase Preference will be given to PSU's where applicable as per DPE guidelines.
11. 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 structural, 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 H-1 price and upon their matching with H-1 price.

Signature of Tenderer

16 EMD SUBMISSION PROCESS:

1. 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 Tender document) 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 tender. The above shall supersede the instructions regarding "form of EMD" elsewhere in the tender document.
2. 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.

3. EXEMPTIONS/PREFERENCES FOR MICRO AND SMALL ENTERPRISES

3.1 Micro and Small Enterprises (MSEs) are exempted from submission of 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 (Acknowledgement of Entrepreneur Memorandum i.e. EM part II)
- ii. Khadi and Village Industries Commission
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation (NSIC)
- vi. Directorate of Handicrafts Handloom
- vii. Any other body specified by Ministry of MSME

Note:

- a) Tender documents are uploaded in the websites (www.vizagsteel.com, www.pubtenders.gov.in, <http://eprocure.gov.in>) and are to be down loaded from there only.
- b) The Micro and Small Enterprises registered for the particular trade/item 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.

3.2 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 the 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 H1-15% and upon their matching with the final negotiated price of H1 (H1 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 H1 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 H1 negotiated price.

4. EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.

RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878

ANNEXURE:

SD/-
ANJANI KUMAR

Signature of Tenderer

1. **PRE-QUALIFICATION REQUIREMENTS:** The following are the pre-qualification documents to be uploaded in Tech RFx C- folder by the tenderer.
 - 1.1 A copy of Notarized sole proprietorship Deed OR a copy of Notarized partnership Deed OR a copy of Memorandum of Association & Articles of Association, along with certificate of registration – whichever is applicable.
 - 1.2 For Turn Over more than Rs.100.00 Lakhs, Audited balance sheets certified by Practicing Chartered Accountant with Stamp & Membership No. in case the annual Turn-over is more than Rs.100.00 Lakhs (OR) in case of Turn-Over being less than Rs.100.00 Lakhs, either Turn-over certificate in the prescribed format of VSP duly signed by a practicing Chartered Accountant/Cost Accountant with Stamp and Membership No. (OR) TDS certificate(s) comprising of the Gross bill values issued by the Deductor(s) for the work done.
 - 1.3 (i) 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. (ii) The Independent External Monitors (IEM) are Sri Venugopal K. Nair, IPS (Retd.) and Sri Siva Prasad Rao. The bio-data of Sri Venugopal K Nair and Sri Siva Prasad Rao are placed on VSP website. (iii) The Nodal Officer is Sri A Bhattacharya, GM(MM), VSP. He can be contacted on mobile No. 9866126149 and at e-mail: agnimitra@vizagsteel.com.
 - 1.4 PQC towards Work Experience: (Refer Clause#3.0 of terms & conditions for other PQC):
 - 1.4.1 “The tenderer should have executed work order / Tie-up agreement with a Client providing Tax-exempt Meal Cards / Coupons / Vouchers to a minimum of 6000 employees during previous 7 years from the date of opening of Tender”.
 - 1.4.2 “The tenderer should have a minimum of one PSE Client supplying Tax-exempt Meal Cards / Coupons as on date of issue of NIT to provide requisite services in connection with Income Tax Law Compliant Meal Cards”.
 - 1.4.3 “The tenderer should have License issued by RBI for operation of prepaid instruments including Income Tax Compliant Meal Cards”.
 - 1.4.4 The Tender document shall be accompanied with copies of Work order / Tie-up agreement, Bill of Quantities, scope of work, Completion certificate indicating the total value of the work done (clearly indicating no. of employees supplying Meal Crds / Coupons)) inclusive of all deviations and escalations against the subject work and including all taxes & duties.
 - 1.4.5 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.

2.0 GENERAL

- 2.1 **Deficient documents shall not be sought by VSP. The bidders are advised to upload all the necessary self attested documents duly stamped/sealed documents in support of their experience/credentials. However, clarifications w.r.t. the documents already submitted by the tenderers shall be sought wherever required. Non-submission of specified documents shall be FATAL.**
- 2.2 Tenderers who are eligible for exemption from submission of Security Deposit, are required to execute Performance Guarantee (PG) Bond in the VSP specified format on a non-judicial stamp paper of value of Rs.100/- **purchased in the State of AP in the name of the tenderer.**
- 2.3 Tenderers who wish to submit Security Deposit in the form of Bank Guarantee(BG), are required to execute in the VSP specified format on a non-judicial stamp paper of value of Rs.100/- **purchased in the State of AP in the name of issuing Bank.**
- 2.4 The undertaking letter has to be printed on the letter head of the tenderer; duly self attested with Stamp/Seal and to be uploaded in the Tech RFx C-Folder.
- 2.5 The evaluation criteria for ranking of the tenderers shall be based on total no. of days of credit period offered over and above the VSP’s standard credit period of 15 days (for the purpose of reimbursement of Meal Cards amounts by RINL-VSP)

UNDERTAKING LETTER

To
General Manager (P&AC),
Personnel & Administration Contracts Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031.

Name of work: "To provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System for *RINL-VSP employees*".

RFx No.:

Sir,

With reference to the Notice Inviting Tender, I/We have gone through the tender documents downloaded from SRM Portal.

I/We hereby confirm that I/We shall abide by the Terms and Conditions of the Contract. 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 Earnest Money Deposit (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.

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 **“To provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System for RINL-VSP employees”**. 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 Independent External Monitor(s) (IEM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

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

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

- (1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal’s tender process or contract execution.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal’s tender process or execution of the contract.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC / PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of a foreign supplier/contract Agency, if any. Further details, as mentioned in the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"*, shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. **Copy of the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"* is enclosed.**
- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under *Section 2* above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last five (05) years with any Company or Organisation or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(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 IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM 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 IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word ‘**Monitor**’ means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

- (1) This 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)

(Office Seal)

Place -----
Date -----

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

TERMS AND CONDITIONS

1.0 Name of the work:

To provide requisite services for implementation of Income Tax law compliant tax-exempt Meal Card system in RINL-VSP for its Employees.

2.0 Scope of Work:

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

- a) Supply and distribution of the Tax-free meal cards to the RINL-VSP Employees numbering around 18000(which is indicative only and may vary from time to time).
- b) The said Tax-free meal cards to be printed by the Agency with the organization name ((i.e., Rashtriyalspat Nigam Limited – Visakhapatnam Steel Plant) and also Name and Employee Number without Photograph of the RINL Employees to whom it is being issued along with validity period of the card.
- c) Agency should supply the Meal Cards along with secret PINs for usage at food outlets.
- d) Every month upon intimation by RINL-VSP, the Agency shall credit the amount to individual's card account holder before the last working day of the month.
- e) The successful agency shall make necessary arrangements / tie-up with min.. 82 active outlets as given at Annexure-II, viz, 28 food outlets in Visakhapatnam (i.e., 7 at Township & its surrounding of RINL-VSP including VSP Co-operative Stores to be considered as single outlet and VSP Canteens as one outlet and 21 outlets at Vizag city) apart from pan- India coverage with min.2 outlets at each city where VSP outstation offices/Units/Mines/Mktg. branches are located to enable the RINL Employees to utilize the said Tax-free meal cards. In case of RINL-VSP's Mines, where the tie-ups with available food outlets are not feasible, the agency shall make necessary the tie-ups with minimum 2 food outlets in the nearest town(s)/City(i.es)viz. at 'Yellandu' in case of MDM, 'Jaggayyapeta town' in case of JLM and 'Cheepurupalli' in case of GMM. The list of RINL-VSP offices including outstation offices Units/Mines /Mines/Mktg. branches are located as given at Annexure-I.

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

- f) The successful agency shall address the problems/grievances, if any, raised by the RINL Employees in connection with the services related to the said Tax-Free meal cards within a period of 15 days from the date of intimation of the problem / grievance by RINL –VSP.
- g) The successful agency shall send 'sms' alerts to the individual employees through mobile phones indicating their monthly amount credited and balance amount as on date in the account.
- h) Successful agency shall ensure that Meal Card holders shall not be charged / levied any surcharge while usage of the Cards at any of their affiliated outlets.
- i) The Successful agency, on award of the work, shall settle complaints with regard to operation of Meal Cards within a period of 15 days.
- j) The successful agency shall organize a help desk once in a week at VSP(Vizag) premises to settle complaints of the meal card holders.

3.0 Pre-Qualification criteria for Consideration of Tender:

- (i) The Agency shall submit Cost of Tender Document (RS.3,000/- in person or Rs.5,000/- by post) and EMD (Rs.50,00,000/- as specified in the NIT).
- (ii) Tendered should have license issued by RBI for operation of prepaid instruments including Income Tax compliant meal cards.
- (iii) Tendered should have a min. of one PSE client supplying Tax exempt meal cards / coupons as on date of issue of NIT to provide requisite services in connection with Income Tax Law compliant Meal Cards.
- (iv) (a) The agency shall have single similar executed work order / Tie-up agreement with a client providing Meal Cards / Meal Vouchers to min. 6000 employees during previous 7 years ending last day of previous month from the date of opening of Tender. (In case the no. of employees are not indicated in the experience agreement, the same may be obtained from the client and furnished).
- (iv) (b) The average annual financial turnover of the bidders during previous 3 financial years should be at least Rs. 17.50 Cr.
- (v) Should have direct tie-up with the merchants with complete KYC as per RBI guidelines. Enclose the list of affiliated /tie-up merchants along with copy of agreements in support of proof.
- (vi) The tenderer shall be qualified subject to having tie-up arrangement for a minimum of 20 nos. of active outlets at the time of tender submission date being 25% of minimum required no. of food outlets (i.e. 82nos.)=21, proof of tie-up arrangements with outlets owner of active outlets as mentioned at Annexure-I. Tenderers having outlets more than minimum no. of outlets, mentioned at each location as given at Annexure-I, shall not be considered for arriving the minimum cut off for qualification criteria.
- (vii) The Agency should not have any adverse advisory/ adverse directives/warnings/legal case issued by RBI or any other government authority during the last 5 financial years.
- (viii) The Agency should not have been blacklisted / debarred from trade by any client organization (Central/State Government / Public Sector Enterprise). Bidders are required to enclose an undertaking letter in this regard.

4.0 The price bids of the qualified tenderers as per the Qualification Criteria as per para-3 above shall only be considered for opening.

5.0 The evaluation criteria for ranking of the tenderers shall be based on total no. of credit Period offered over and above the VSP's standard credit period of 15 days.

6.0 RINL-VSP reserves the right to appoint one or more agencies for providing the subject mentioned services and can split the subject work among the agencies as per the discretion of RINL-VSP.

7.0 Contract Period: The contract shall be for a period of two years from the date of start of work with a provision to extend for one year at the same terms & conditions at the discretion of RINL-VSP.

8.0 The meal card and tie-up arrangement for minimum no. of outlets as mentioned at Annexure-I shall be valid throughout the contract period and also further period of 6 months from the expiry of contract period. The validity of the card account shall be clearly indicated on the cards.

9.0 RINL-VSP reserves the right to reject any or all offers submitted in response to this tender notice at any stage without assigning any reason whatsoever.

10.0 The successful agency shall submit Security Deposit (SD) of Rs.120 Lakhs in favour of RINL-VSP in the form of DD/BG/Bank Guarantee from any scheduled Bank within 30 days from the date of award of work. In case of BG, the same shall be valid for a minimum period of 3 years from the date of award of work. The standard format for the BG shall be supplied by RINL-VSP. The Security Deposit shall be refunded / released to the agency on successful completion of the contract and obtaining "No Claim" certificate from the agency and the Officer-in-Charge.

- 11.0** The agency shall supply and activate operation of tax free meal cards within 45 Days from the date of award of work. In case of failure to do so, a penalty of Rs.15000/- per day shall be payable by the agency subject to a maximum period of 30days. The penalty for any short fall remaining in number of outlets on the date of activation of Meal Card System will be levied separately as at Cl#12. RINL-VSP reserves the right to forfeit EMD/Security Deposit for this purpose. Similarly, if any delay in crediting the monthly amounts to eligible employees as per the list provided by RINL-VSP, a penalty of Rs.15,000/- day shall be recovered from the monthly bills/Security Deposit /forfeiture of Security Deposit of the Agency.
- 12.0** If the agency fails to activate required no. of active outlets with meal cards within 45 days from the date of award of LOA, a penalty of Rs.2000/- per outlet for each day of delay beyond 30days, i.e., from 31 days to 90th day from the date of LOA, shall be levied. In case the agency fails to activate the number of outlets even after expiry of 90 days from the date of LOA, the Company reserves the right to terminate the Contract.
- 13.0** In case the Tenders revoke /withdraw / cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant(VSP) or in the event of VSP accepting their tender and the agency fail to deposit the required security deposit / execute the Agreement / fail to start the work after 45 days from the date of award of work after written acceptance of their tender, the EMD submitted by them will be forfeited by RINL-VSP.

14.0 Special Instructions:

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

- i) Agency shall not levy any service charges for extending the facilities either on RINL-VSP or on the employees.
- j) All statutory levies, Service tax, other taxes & duties including Goods & Service Tax (GST) etc. on Meal Cards shall be borne by Agency only.

15.0 Re-imbursement of meal- card amount to the agency.

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

16.0 PAYMENT MODE FOR BILL AMOUNTS:

a. Following are the option available to the Contractors for availing e-payments.

b. **EFT System:** Under this system Banks offer their customers money Transfer service from account of any bank branch to any other bank branch. The EFT System presently covers all the branches of about 77 banks located at 15 centers indicated below, where clearing houses are managed by RBI I.e.,

- i) New Delhi ii) Chandigarh iii) Kanpur iv) Jaipur v) Ahmedabad vi) Mumbai viii) Nagpur
- viii) Hyderabad ix) Bangalore x) Chennai xi) Trivandrum xii) Kolkata xiii) Bhubaneswar
- xiv) Guwahati xv) Patna

C) Direct Credit: Supplier 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

d. The successful tenderer shall agree that all the payment due and payable in terms of the contract will be paid direct to agency's bank account and agency shall give the bank account number and the address of the Bank in which the money is to be deposited" to F&A Dept., of RINL-VSP as per the format given below:

- 1) Party / Vendor Code :
- 2) Option : RTGS /NEFT
- 3) PAN Number :
- 4) Beneficiary Details
- a) Name of the 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 Banks MICR Code Max. 09 characters) :
- For EFT Mode only)

(Signature of Party / Contractor)
Name:
Design:

CERTIFICATE

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank:

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

17.0 TERMINATION OF AGREEMENT:

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

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

- i. "Under delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order / LOA during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/ property or such similar defaults".
- ii. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of relevant documents enclosed along with pre-qualification documents or afterwards, after opening of the Price Bids.
- iii. Failure to produce the original certificates at this stage in support of the attested copies of Experience / Qualification any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in RINL-VSP tenders.
- iv. If it comes to the notice of RINL-VSP at any stage right from request for registration/ tender document that any of the certificates/ documents submitted by applicant for registration or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL-VSP tenders for a period of 05 (FIVE) YEARS including termination of Contract, if awarded. EMD / Security Deposit etc., if any, will be forfeited. The Contracting Agency in such cases shall make good to RINL-VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL-VSP will also be terminated with attendant fall outs like forfeiture of E.M.D. / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL-VSP Management will be final and binding.
- v. Failure to execute the work after agreement is done, will make the agency liable for debarring for a period of 2 (Two) years, including forfeiture of the security deposit.

19.0 ARBITRATION:

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

* * *

Annexure-I

<u>LIST OF RINL OFFICES</u>			
<u>A. Marketing Offices & Liaison Offices</u>			
Sl. No	Name of the Office	Address	Minimum No. of outlets required
1	BSO, RINL, Hyderabad	10-3-311/A, KhanijBhavan NMDC Building, Ground floor, HYDERABAD-500 028 Ph:040-23535179	2
	Liaison Office, Hyderabad		
2	BSO, RINL, VIJAYAWADA	D. No.48-13-3/1B/1F, First Floor, CNR Complex, Sri Ramchandra Nagar, VIJAYAWADA-520 008(A.P.)	2
3	RO, (South) RINL, Chennai	4th Floor, Rashmi Towers No.1, Village Road,Nungambakkam, Chennai-600034, Ph: 044-28240555	2
	BSO, RINL, Chennai		
4	BSO, RINL, Coimbatore	Suguna Building, 1st Floor, 707, Avanashi road, Coimbatore -641 037; ph :0422-2221169	2
5	BSO, RINL, Cochin	Chakos Tower, 2nd Floor, Padma Junction, Ernakulum, Cochin - 682035; Ph:0484-2361643	2
6	BSO, RINL, Bangalore	No.304,305,306,, III Floor, Rheja Towers, West Wing, 26-27, M.G. Road, Bangalore-560001; Ph:080-25597054	2
7	RO, RINL, (North) New Delhi	NBCC Plaza, 4th Floor, 4th Tower, PushpVihar, Near Saket, New Delhi -110017; Ph: 011-23314208	2
	BSO, RINL, New Delhi		
	Liaison Office, New Delhi		
8	BSO, RINL, Ludhiana	Master Chambers, 5th Floor, 19,Firoj Gandhi Market, Ludhiana - 141 001; Ph: 0161 -2774207	2
9	BSO, RINL, Chandigarh	S.C.O. No.141-142, IIInd Floor, Sector-8C, Chandigarh-160018	2
10	BSO, RINL, Faridabad	SCO-3,1st Floor, Huda Complex, Sec.19, Mathura Road, (NH-2),FARIDABAD - 121 001; Ph: 01292227772	2
11	BSO, RINL, Ghaziabad	B-5,RDC, Shri Ravi Shankar Plaza, Rajnagar, gaziabad -200 001, Ph: 0120-2752618	2
12	BSO, RINL, AGRA	2nd Floor, FCI Building, 60/4, Sanjay Place, AGRA -282 002(UP); Ph:0562-2853252	2
13	BSO, RINL, Kanpur	SAI ARCADE, 16/34,BHARGAVA ESTATE, CIVIL LANES, KANPUR -208001; Ph:0512 -2302586	2
14	BSO, RINL, Dehradun	27,1ST Floor, E.Croad,DEHRADUN-248 001; Ph: 0135 -2655824	2

15	BSO, RINL, Jaipur	Meghalaya Towers(3rd Floor) Opp: A;; Saint Church, C-300,Sansarvilla, M.I.Road, JAIPUR -302 001; Ph: 0141-2361675	2
16	RO, RINL, (East) Kolkata	1, Acharya J.C. Bose Road, KOLKATA - 700 020 : Ph: 033-22820049	2
	BSO, RINL, Kolkata		
	Liaison Office, Kolkata		
17	BSO, RINL, Bhubaneswar	IPICOL House, Annee Building, 2nd Floor, Janpath, BHUBHANESWAR -751 022; Ph: 0674-2547595	2
18	BSO, RINL, Patna	West Boring Canal Road, PATNA-300 001; Ph: 0612 -2541086	2
19	RO, RINL, (West) Mumbai	101,Free Press House, Free Press Journal Road, MUMBAI - 400 021; Ph: 022-22843750	
	BSO, RINL, Mumbai		2
20	BSO, RINL, Pune	3025?B,Shreenidhi Chambers, 1st Floor, SenpathiBapat Marg, PUBE - 411 016: Ph: 020-25671654	2
21	BSO, RINL, Nagpur	317, Ravindranath Tagore Road, Civil Lanes, NAGPUR - 440 001: Ph: 0712 -6535423	2
22	BSO, RINL, Ahmedabad	NBCC HOUSE, 1st Floor, Near Sahajanand College, Opp:Kamdhenu Complex, Ambawadi, AHMEDABAD - 380 015;; Ph: 079-26302529	2
23	BSO, RINL, Indore	101 Apollo Avenue, 30-B, Old Palasia, Opp.Palasia Police Station, INDORE-452 001: Ph:0731- 256683784	2
	Sub-Total(A)	For 23 Locations	46

B. MARKETING CONTACT OFFICES

Sl. No	Name of the Office	Minimum No. of outlets required
1	Marketing Contact Office : GOA	2
	Sub-Total (B) for 1 Location	2

C. MINES UNITS:

Sl. No	Name of the Office	Address	Minimum No. Of outlets required
1	Madharam Dolomite Mines, Visakhapatnam Steel Plant	Madharam -507122; Karepalli Mandal, Khammam Dist., Telangana State, Ph: 08745259528	2
2	Jaggayyapeta Lime Stone Mines, Visakhapatnam Steel Plant	Limestone Township, Jaggayyapeta Mandal, Jaggayyapeta - 521175: Krishna District, A.P, Ph: 08654200017	2
3	GarbhamManagenese Mines, Visakhapatnam Steel Plant	Merakamudidam Mandal, Garbham, Post - 535 102, Vizianagaram Dist., A.P. Ph: 9177622239	2

	Sub-Total (C) for 3 Locations	6
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D. VSP/RINL, Visakhapatnam:

Sl. No	Name of the Office	Address	Minimum No. of outlets required
1	Visakhapatnam Steel Plant RINL, Visakhapatnam	AGM(HR)-Welfare, ADMN Building, RINL, Visakhapatnam Steel Plant, Visakhapatnam - 530 031	28 (including VSP Co-operative Stores & VSP Canteens)
	Sub-Total(D)		28
	Grand Total (A+B+C+D)	(46+2+6+28)	82

*** 28 Food Outlets in Visakhapatnam (i.e. 7 at Township & its surrounding of RINL-VSP including VSP Co-operative Stores as one outlet & VSP Canteens as one outlet and 21 at Visakhapatnam City)**

Note: The agencies/bidders may be noted that, in addition to the existing RINL outstation offices as given above, it is also required to provide minimum two outlets in the locations where new RINL Offices will be set up in the future. Details of remaining outlets will be informed later.

Questionnaire for Evaluation of Tender

Note: Questions at Sl. No. 1.b, 2.b, 2.c and 3 to 7 are fatal conditions. If Answer is 'No' to any one of questions as at Sl. Nos. 1.b, 2.b, 2.c (if applicable) and 3 to 6 above, similarly, if answer is 'Yes' to

Name of the work: To provide requisite services for implementation of Income Tax law compliant tax-exempt Meal Card system (MCS) in RINL –VSP for employees.		
Sl. NO.	Qualifying Criteria	Remarks
1	a. Whether the agency has full-fledged office facility at Visakhapatnam for operational convenience. b. If local office is not established will you establish local office within 15 days from the date of sign of LOA? Enclose an undertaking in this regard.	Yes / No Yes/ No
2	a. Whether the agency has active outlets for Income Tax Law compliant tax-exempt Meal Card / Coupon, in Visakhapatnam, RINL-VSP outstation locations as per Clause #2 (e) of terms & conditions? Enclose the documentary proof of the same. b. In case 'No' to Sl. No.2.a) above, the tenderer shall be qualified subject to having tie-up arrangement for minimum 21 nos. of active outlets with meal card / coupons facility at the time of tender opening date, being 25% of total required 82 nos. of active outlets as mentioned at Annexure-I. Tenderers having outlets more than minimum no. of outlets, mentioned at each location as given at Annexure-1, shall not be considered for arriving the minimum cut off for qualification criteria. Whether the agencies possess the minimum no. of active outlets as stipulated above. Enclose the documentary proof of the same. c. In case of 'Yes' to Sl. No.2.b) above, whether the balance active outlets with meal card facility (outlets with coupon facility will not be counted at this stage) to meet the total required 82 nos. with meal card facility shall be arranged within 45 days with penalty {beyond 45 days time (without any penalty) from the date of award of work}. Enclose an undertaking in this regard.	Yes/ No Yes/ No Yes/ No
3	Whether the agency have experience to provide requisite services in connection with Income Tax law compliant Tax-exempt meal cards / coupons. Enclose certificate of license issued by RBI for operating prepaid instruments including Income Tax law compliant meal cards in support of proof.	Yes/ No
4	Whether the Agency possess the following (Enclose relevant documents in support of proof as indicted in the NIT): a. Single similar Tie-up agreement / Work Order with client providing Meal Cards / Coupons to a minimum of 6000 employees during previous 7 years ending last day of previous month from the date of opening of tender. (In case the no. of employees are not indicated in the tie- up agreement, the same should be obtained from the client and furnished) b. The average annual financial turnover of the bidders during previous 3 financial years proceeding from the date of NIT should be at least Rs.17.50 Crore.	Yes/ No Yes/ No
5	Whether the agency has direct tie-up with merchants as at 2(a) & 2(b) above is with complete KYC as per RBI guidelines.	Yes/ No
6	Whether the agency can supply and activate operation of tax free meal cards within 45 days from the date of award of work?	Yes/ No
7	Whether the agency have any adverse advisory /adverse directives / warnings issued by RBI or any other government authority during the last 5 financial years or blacklisted / debarred by Govt. organization and Tenderers shall submit an undertaking this regard.	Yes/ No

question at Sl. No. 7, above the tenderer's bid will be rejected.

Date:

Signature & Seal of tenderer

Place:

Questionnaire for Evaluation of Tender

Name of the work: To provide requisite services for implementation of Income Tax law compliant tax-exempt Meal Card system (MCS) in RINL –VSP for employees.		
Sl. NO.	Qualifying Criteria	Remarks
1	a. Whether the agency has full-fledged office facility at Visakhapatnam for operational convenience. b. If local office is not established will you establish local office within 15 days from the date of sign of LOA? Enclose an undertaking in this regard.	Yes / No Yes/ No
2	a. Whether the agency has active outlets for Income Tax Law compliant tax-exempt Meal Card / Coupon, in Visakhapatnam, RINL-VSP outstation locations as per Clause #2 (e) of terms & conditions? Enclose the documentary proof of the same. b. In case 'No' to Sl. No.2.a) above, the tenderer shall be qualified subject to having tie-up arrangement for minimum 21 nos. of active outlets with meal card / coupons facility at the time of tender opening date, being 25% of total required 82 nos. of active outlets as mentioned at Annexure-I. Tenderers having outlets more than minimum no. of outlets, mentioned at each location as given at Annexure-1, shall not be considered for arriving the minimum cut off for qualification criteria. Whether the agencies possess the minimum no. of active outlets as stipulated above. Enclose the documentary proof of the same. c. In case of 'Yes' to Sl. No.2.b) above, whether the balance active outlets with meal card facility (outlets with coupon facility will not be counted at this stage) to meet the total required 82 nos. with meal card facility shall be arranged within 45 days with penalty {beyond 45 days time (without any penalty) from the date of award of work}. Enclose an undertaking in this regard.	Yes/ No Yes/ No Yes/ No
3	Whether the agency have experience to provide requisite services in connection with Income Tax law compliant Tax-exempt meal cards / coupons. Enclose certificate of license issued by RBI for operating prepaid instruments including Income Tax law compliant meal cards in support of proof.	Yes/ No
4	Whether the Agency possess the following (Enclose relevant documents in support of proof as indicted in the NIT): a. Single similar Tie-up agreement / Work Order with client providing Meal Cards / Coupons to a minimum of 6000 employees during previous 7 years ending last day of previous month from the date of opening of tender. (In case the no. of employees are not indicated in the tie- up agreement, the same should be obtained from the client and furnished) b. The average annual financial turnover of the bidders during previous 3 financial years proceeding from the date of NIT should be at least Rs.17.50 Crore.	Yes/ No Yes/ No
5	Whether the agency has direct tie-up with merchants as at 2(a) & 2(b) above is with complete KYC as per RBI guidelines.	Yes/ No
6	Whether the agency can supply and activate operation of tax free meal cards within 45 days from the date of award of work?	Yes/ No
7	Whether the agency have any adverse advisory /adverse directives / warnings issued by RBI or any other government authority during the last 5 financial years or blacklisted / debarred by Govt. organization and Tenderers shall submit an undertaking this regard.	Yes/ No

Note: Questions at Sl. No. 1.b, 2.b, 2.c and 3 to 7 are fatal conditions. If Answer is 'No' to any one of questions as at Sl. Nos. 1.b, 2.b, 2.c (if applicable) and 3 to 6 above, similarly, if answer is 'Yes' to question at Sl. No. 7, above the tenderer's bid will be rejected.

Date:

Signature & Seal of tenderer

Place:

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

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

- 1.Name and address of the Bank:
- 2.Guarantee No.-----date-----
- 3.Limit of Liability-----Expiry date-----
- 4.Tender Notice No.*-----date-----
- 5.Name of the work as given in the tenders.** _____

To
RashtriyaIspat Nigam Limited.,
Visakhapatnam Steel Plant,
Visakhapatnam (A.P.)

Sub: Earnest Money Deposit

In consideration of M/s. RashtriyaIspat Nigam Limited, Visakhapatnam Steel Plant having itsRegistered Office at Administrative Building, Visakhapatnam 530 031 (hereinafter called the Company)which expression shall unless repugnant to the subject or context includes his successors and assigneeshaving agreed to exempt M/s.(hereinafter called "theContractor/Supplier") from demand under the terms and conditions of the tenderdocument issued by the company for the work(**)

.....
.....
(hereinafter called the said 'Document') from deposit of Earnest Money for the due fulfilment of theContractor/Supplier of terms and conditions contained in the said documents on production of a BankGuarantee for Rs.....(Rupees..... only).

1.We, the Bank (hereinafter referred.....to as "the said Bank") a Company under the Companies Act, 1956 andhaving our Registered Office at_____do hereby undertake and agree to indemnifyand keep indemnified the Company to the extent of Rs._____only)against any loss..... or damage costs, Charges and expenses caused to or suffered by of thatmay be caused or suffered by the Company by reasons of any breach or breaches by theContractor/Supplier of any of the terms and conditions contained in the said documents and unconditionallypay the amount claimed by the company on demand and without demur to the extent aforesaid.

Note: Instructions to the Bank not to be reproduced in stamp paper.

- 1. The following are to be filled up in the blank space indicated thus:
(*) Tender No. of the tender (i.e.) No. of the covering letter of the tender of the contractor.
(**) Name of the works as given in the Tender Notice
- 2. all pages of bank guarantee shall have the rubber stamp and signature of the officer of the bank
- 3. All corrections shall be attested by Rubber Stamp and Stamp of the office r of bank.\

2. We, the Bank further agree that if thecontractor/supplier commits any breach of the terms and conditions of the said documents in respect ofwhich the Contractor/Supplier has been exempted from depositing the Earnest Money because of theguarantee furnished by the bank to the Company and the Company has become entitled to forfeit theEarnest Money or any part thereof, the Bank hereby unconditionally and irrecoverably agrees andundertakes to pay to the Company on demand and without demur the amount of the Earnest Moneyrequired to be furnished by the Contractor/Supplier under the conditions of the said documents in respectof which the breach is committed to the extent ofRs.....(Rupees..... only).

3. We,Bank further agree that the company shall be the sole judge of and as to whether the Contractor/supplier has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the Contractor/Supplier by the Contractor/Supplier in respect of the said document and the decision of the company that the contractor/supplier has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We, the said Bank further, agree that the guarantee herein contained shall remain in full force and effect, until it is released by the Company provided always this guarantee shall in no event remain in force after theday of.....without prejudice to the claims of the company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us notwithstanding that the same are enforced after the said date.

5. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract; supply or to extend time of performance by the Contractor/Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the Contractor/Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the said documents or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise of the company of the liberty with reference to the matters aforesaid or by reason of time being given the Contractor/Supplier or any other forbearance act or omission on the part of Company or any indulgence by the Company to the Contractor/Supplier or of any other matter or thing whatsoever which under the law relating to sureties would but for these provisions have the effect or so releasing the Bank from its liability.

6. It shall not be necessary for the company to proceed against the contractor/supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the company may have obtained or obtain from the contractor/supplier shall at the time when proceedings are taken against the Bank hereunder be unrealised.

7. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the company or the Contractor/Supplier or of the Bank shall not discharge our liability hereunder.

8. All claims arising out of this Bank Guarantee may be filed with us in writing within six months of the expiry of the validity period of the Bank Guarantee.

9. We (mention the Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch (mentioning the name & address of the branch) at Visakhapatnam and they shall honour such demand in any case not later than next working day.

10. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch / office / higher authority (Name and address)

Place:

Date:

(To be executed on non-judicial stamp paper of value not less than Rs.100.00 bought in the name of the executing bank)

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

Name and Address of the Bank :

Bank Guarantee No :

Date of Expiry :

Limit of Liability :

Ref. VSP's Order No. :

For (Name of Work) :

Subject : Security Deposit

To

RashtriyaIspat Nigam Limited,

Visakhapatnam Steel Plant,

VISAKHAPATNAM-530 031.

In consideration of RashtriyaIspat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its Registered Office at Main Administrative Building, Visakhapatnam – 530 031 (AP) (hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs.....(Rupees.....) under the terms and conditions of the Agreement Letter of Acceptance/Work Order Vide No:.....dated..... (hereinafter called the said Work Order made between the company and M/s.....(hereinafter called the Contractor) for“..... (Name of Work)” under the said Work Order as a guarantee for the Security of the services rendered/work done/materials dispatched to the custody of the Company in terms of the said Work Order also for the due fulfilment of all the terms and conditions contained in the said Work Order, on furnishing of a Bank Guarantee for Rs.....We.....(hereinafter referred as the said bank) do hereby covenant and agree with you as under.

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

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.

3. The company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this guarantee, subject to the ceiling limit of Rs.....(Rupees.....) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this Guarantee shall hold good in favour of the Company to the extent of the balance amounts covered under this Guarantee.

4. This Guarantee shall continue and hold good until it is released by you on the application by the contractor after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Contractor under the said contract or otherwise we undertake to extend the period of this Guarantee, and confirm to you in writing the extension of time on your request till such time as may be required.

5. You will have the fullest liberty without our consent and without affecting this Guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract/ of any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions here to have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs.....(Rupees.....) as aforesaid or extended the period of the Guarantee beyond the said day of.....unless expressly agreed to by us in writing.

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, reconstruction or death as the case may be, of the Contractor.

7. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of the surety ship and other rights, if any which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.

9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of our substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. This Guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or concern.

11. This Guarantee during its currency shall not be revocable by us except with your previous consent in writing.

12. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or realized.

13. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

A) Our Liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....only).

B) * This Bank Guarantee shall be valid up to.....

C) We are liable to pay the Guaranteed Amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....(*date of expiry of Guarantee) Dated the.....day of.....200

SIGNATURE WITH SEAL

* Validity of BG to cover contract period + defect liability period + 6 months (claim period)

14. We..... (Name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch at Visakhapatnam..... (Name & address of the Bank) and they shall honour such demand in any case not later than next working day.

15. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch / office / higher authority (Name and address)