

VISAKHAPATNAM STEEL PLANT
(Rashtriya Ispat Nigam Limited)

GENERAL CONDITIONS OF CONTRACT
INCLUDING FORM OF TENDER,
INVITATION TO TENDER
AND
ARTICLES OF AGREEMENT
AND SPECIAL CONDITIONS OF CONTRACT
FOR
CONSULTANCY SERVICES

CONTRACTS DEPARTMENT
PROJECTS DIVISION
(RASHTRIYA ISPAT NIGAM LIMITED)
A-BLOCK, PROJECT OFFICE
VISAKHAPATNAM-530 031
ANDHRA PRADESH

Telephones: 0891-2518277, 2518429

Fax: 0891-2518764

Name of the work:

Volume-I

Instructions to Tenderers, General Conditions of Contract,
Special Conditions of Contract and Technical Specification

CONTRACTS DEPARTMENT
PROJECTS DIVISION
(RASHTRIYA ISPAT NIGAM LIMITED)
A-BLOCK, PROJECT OFFICE
VISAKHAPATNAM-530 031
ANDHRA PRADESH

FORM OF TENDER

VISAKHAPATNAM STEEL PLANT

(Rashtriya Ispat Nigam Limited)
Contracts Department
Projects division
Project Office A Block
Visakhapatnam 530 031 (A.P)

Dear Sirs,

Sub : Visakhapatnam Steel Plant – Tender Document for

With reference to the tender invited by Visakhapatnam Steel Plant, I/We have examined the General conditions of Contract, Special conditions of Contract, Articles of Agreement, invitation to tender, Instructions to Tenderer and Specifications. I/We hereby offer the Consultancy services/submission of final feasibility report/project report in conformity with the said General Conditions of Contract, Special Conditions of Contract, Articles of Agreement, Invitation to Tender and Specifications at the rates mentioned in the Price Bid.

I / We undertake to complete and deliver the whole of the works comprised in the contract within calendar months from the date of commencement of work.

I / We have deposited as earnest money a sum of Rs..... 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 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/or start the work within reasonable time(to be determined by the Engineer) after written acceptance of my/our tender.

I / We hereby agree that unless and until the formal agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written letter of intent thereof, shall constitute a binding Contract between us.

I / We hereby understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Name of Partners of the Firm, if any.

Signature

- 1.
- 2.
- 3.

Address:

Date:

VISAKHAPATNAM STEEL PLANT

INVITATION TO TENDER

1. Sealed tenders marked "Original" and superscribed "Tender for should be sent to GM(Projects)-Contracts, projects Division, Project Office Complex, A-Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam (A.P) so as to reach not later than specified time and date.
2. Tenders received after specified time and date will be treated late and are liable to be ignored summarily and returned unopened.
3. Tenders will be opened on date at hrs in the office of GM(Projects)-Contracts at Visakhapatnam Steel Plant, Project Office, A-Block, Visakhapatnam 530 031, in the presence of the tenderers or their representatives should they choose to be present.
4. The tenderer is required to deposit a lumpsum amount of INR Rs..... as Earnest Money Deposit in the form of DD/BC/PO from any scheduled bank in India or first class foreign bank/foreign banks having branches in India, drawn in favour of RINL, VSP payable at Visakhapatnam and no other mode of payment shall be accepted and attach official receipt if any there of, failing which the tender may not be considered. No interest shall be allowed on the Earnest Money deposit. Earnest Money in the form of cheque will not be accepted.

The Earnest Money will be refunded/returned to the unsuccessful tenderer after award of work to the successful tenderer without any interest. The earnest money deposited by the Successful tenderer will be retained until the payment of security deposit for the due fulfillment of the Contract and EMD shall be forfeited if the Contractor fails to deposit the required security deposit/execute the work and/or start the work within reasonable time (to be determined by the Engineer) on acceptance of the tender.

The Public Sector Enterprises or State/Central Govt. Undertakings are exempted from submission of Earnest Money Deposit and they shall submit a letter requesting for exemption from submission of EMD along with the offer.

5. Security Deposit:
Upon acceptance of the tender, the successful tenderer shall deposit security deposit as per clause No.8.0 of Instructions to Tenderers.
6. The tendered rates and amounts shall be written in ink and in English both in figures and in words in the appropriate columns in the Bill of Quantities / Price Schedule. In case of any discrepancy between the rate and amount, the rate will govern. In case of any discrepancy between the rates in words and the rates in figures, the rates in words shall prevail. All alterations or erasings shall be signed by the tenderer with date.

7. The tenderer shall submit along with his tender the following:
- a) Photostat copy of Registration Certificate if any, from Central or State Government, P.W.D, M.E.S., Railways or any Public Sector Undertakings.
 - b) Certificate from any Scheduled Bank to prove his financial ability to undertake the work.
 - c) Proof of technical & organisational competence to execute the work.
 - d) Audited Balance sheets certified by a practising accountant (if the turnover of the tenderer is more than Rs.40.00 lakhs) OR Turnover certificate in the prescribed format of VSP duly issued by a practicing chartered accountant / cost accountant (format is available in the website / in this office) OR TDS certificates confirming of gross bill values issued by the deductor for the works done by the tenderer.
 - e) Details of jobs undertaken during the past five years with necessary proof.
 - f) A copy of PF Registration certificate indicating the PF code number
 - g) Copy of PAN Card or letter allocating PAN number.
8. Full information shall also be given by the tenderer in respect of the following:
- 8.1 In case of Individuals:
- i) His full name, address and place of business
 - ii) His financial status
 - iii) His Qualification & experience
- 8.2 In case of Partnership firms :
- i) The names of all partners and their addresses
 - ii) The financial status of the firm and its partners
 - iii) Qualification & experience of the firm and its partners
 - iv) Copy of partnership deed
 - v) A copy of latest Annual audit Profit & Loss statement
 - vi) Copy of the Firm Registration Certificate if it is a Registered firm.
- 8.3 In case of Companies :
- i) Date and place of Registration, including date of commencement of business certificate in case of Public Limited Companies. Certified copies of Memorandum and Articles of Association are to be furnished.
 - ii) Nature of business carried out by the company and the provisions of its memorandum relating thereto.
 - iii) Names and particulars, including addresses of all the directors.
 - iv) Previous experience
 - v) Its authorized, subscribed and paid up Capital.
 - vi) A copy of latest annual report.
 - vii) Free reserves.

9. The tenderer shall sign all schedules, specifications, general conditions, special conditions etc. in token of acceptance thereof.

However, the signature on the price bid alone shall be deemed as acceptance of all the documents enclosed to the tender.

10. Tenders submitted by tenderers shall remain valid for acceptance for a minimum period as stated in Instructions to Tenderers. In case of tenderer revoking or withdrawing/canceling his tender, varying any term in regard thereof during the validity period of the tender without the written consent of employer, the tender submitted shall be liable for rejection and the employer shall forfeit the earnest money paid by the tenderer along with the tender and the tenderer is liable for any other action deemed fit as per the discretion of the employer.
11. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant reserves the right to reject any or all the tenders or the right to accept any tender other than lowest tender or right to accept any tender wholly or in part, or drop the proposal of receiving tenders at any time without assigning any reason thereof and without any liability for any loss or damage, if any suffered by the tenderer in submitting his offer and / or conducting discussions etc.
12. The successful tenderer shall submit the following documents for conclusion of the formal agreement immediately after the Letter of Intent is issued :
- i) The duplicate copy of LOI duly signed on all pages in token of receipt of LOI.
 - ii) Non-Judicial Stamp paper of value Rs.100/- purchased in A.P. for execution of Agreement.
 - iii) Permanent Account Number allotted by Income Tax Department and copy of Auditor's report/Balance sheet etc. in proof of turnover.
 - iv) Copy of Registered Partnership Deed, if a registered firm or an Affidavit of sole Proprietorship duly notarised.
 - v) Copy of Power of Attorney authorizing the individual to sign the Agreement duly notarised.
 - vi) Copy of the registration, if applicable.
 - vii) Memorandum and Articles of association.
 - viii) Copy of registration with PF authorities
 - ix) Copy of Registration with service tax authorities.
13. Failure to execute the work after LOI is given will make the party liable for debarring for a period of 2 (two) years, in addition to any other rights that are available under the contract.
14. The tender is liable for rejection, if the tenderer fails to quote rate against any item in the respective columns of the price schedule.
15. If it comes to the notice of VSP at any stage right from request for enlistment/issue of tender document that any of the certificates/documents submitted by applicants for enlistment 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 5(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. Further, contracts if any in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP management will be final and binding in this regard.

INSTRUCTIONS TO TENDERERS

1.0 SCOPE OF WORK

1.1 Attention is invited to the tender specification No..... with all the technical details, data etc., which indicates the scope of work. The tender specification is to be read in conjunction with the General Conditions of Contract and Special conditions of Contract etc.

2.0 CONSULTANCY SERVICES

2.1 The tenderer shall carefully study the tender specification and shall satisfy himself as per the details given in the tender specification.

2.2 The consultant shall depute a team of Engineers to VSP to study the existing facilities. The drawings and documents issued to tenderers shall not be used for any other purpose other than to quote for the tender.

2.3 The consultant shall make all necessary arrangements for deputation of his representatives to VSP, as and when required.

2.4 The consultant shall not have any rights on the deliverables and the same becomes property of VSP on submission by the consultant.

2.5 All the payments for Indian Tenderers will be made in Indian Rupees only.

2.6 Exceptions and deviations to the Tender specification, General Conditions of Contract and Special Conditions of Contract and all other tender documents shall be listed separately by the tenderer. If exceptions are not clearly listed as such, they will not be considered by the Employer later. In the absence of such list, it will be presumed that the tenderer has no exceptions and deviations to above said documents and tenderer has accepted all the conditions in the tender documents.

2.7 The Consultant shall complete the entire work in line with tender specification within the stipulated time frame. No extra time or extension of contract period is allowed unless specifically agreed to in writing by VSP.

3.0 CAPACITY OF THE TENDERER

3.1 Technical capacity.

3.1.1 The tenderer shall furnish a detailed statement of similar works done by him during the last five years, which shall include capacity, location, date of initial operation etc.

3.1.2 The tenderer shall satisfy the Employer that he possesses the necessary expertise and qualification and that he has at his disposal suitable latest engineering facilities and staff of specialized employees to ensure that his consultancy service is of best quality according to the latest engineering practices. The tenderer shall furnish necessary particulars in this regard along with the tender.

3.2 LEGAL CAPACITY.

3.2.1 The tenderer shall satisfy the employer that he is competent and authorized to submit tender and / or to enter into a legally binding contract with the employer. To this effect, any person giving a tender shall submit documentary evidence that his signature on the tender submitted by him, is legally binding upon himself, his firm or company, as the case may be. Such documentary evidence can be either a power of attorney or a resolution of the Board of Directors of the tendering company.

3.2.2 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the employer may, without prejudice to other legal remedies, cancel the contract and hold the tenderer liable for all costs and damages.

4.0 ARRANGEMENT OF TENDER

4.1 The tender shall be neatly arranged, plain and intelligible, typewritten on white paper with consecutively numbered pages in solid binding and shall be submitted in separate volumes as detailed below. No part should contain any terms and conditions printed or otherwise, which are not applicable to the tender. Insertions, postscripts, additions and alternations shall not be recognized, unless confirmed under the Tenderer's signature.

i) The offer shall be made in three envelopes as indicated below and the three envelopes shall be placed in an outer cover superscribed with Name of work, tender notice number and due date and time of submission & opening of tender.

ii) First envelope (to be superscribed as Envelope-I with name of the work, tender notice number) should contain the cost of the tender document (only in case the tender is downloaded from the website) and pre-qualification documents as mentioned above.

iii) The Second envelope (to be superscribed as Envelope-II with name of the work, tender notice number) shall contain

a. Part-I technical offer (1 original + 9 copies):

This part should only contain the technical particulars of the tenders. The following are to be included in this part.

1. Details of similar works done by him earlier.
2. Exception and deviation to the specification or other parts of the tender documents as per instructions to tenderers.
3. A copy of the blank price bid format as quoted WITHOUT PRICES.
4. List of engineers, technical personnel and other staff available with details and indicating since how long they are working with the tenderer.

b. Part-II commercial offer (1 original + 9 copies):

This part should contain all the commercial terms and conditions (but not the price) applicable to the tender including the following :

- 1) Details of time schedule.
 - 2) Confirmation to the effect that prices quoted will be firm in line with SCC.
 - 3) Confirmation to the effect that the terms of payment as per SCC is acceptable.
 - 4) Confirmation to the effect that service taxes, duties etc. will be met by the successful tenderer.
 - 5) The tenderer should confirm the price quoted is inclusive of all taxes & duties including service TAX & statutory levies. The service tax paid by the successful tenderer shall be reimbursable on actuals against submission of documentary evidence to enable VSP to claim CENVAT benefit.
 - 6) Documentary evidence to prove the legal capacity as called for in the clause 3.0 of Instruction to tenderers.
 - 7) Auditor Report/Chartered Accountant Report/Balance Sheet as per para 7(d) of Invitation to Tender.
 - 8) Details of Earnest money deposit as per clause 4.0 of Invitation to tender.
 - 9) Confirmation to the effect that all the terms mentioned in the General Conditions of contract are acceptable to the Tenderer.
 - 10) Confirmation to the effect that the prices quoted in the price bid are for scope of services detailed in part-A (Technical) and comply with commercial conditions in part-B offer.
 - 11) Any other details (excluding price).
- c. Earnest Money Deposit (EMD) in the form of DD/BC/PO as mentioned in the invitation to tender, in Envelope-I.
- iv) The third envelope (to be superscribed Envelope-III – Price bid, with name of the work, tender notice number) shall contain price bid. In this volume the tenderer shall quote the prices in Volume-II of tender document i.e., Price Schedule. The prices should be expressed both in figures and words.

However, those tenderers who obtain tender documents by hand/post need not submit the cost of tender document in Envelope-I.

- 4.2 Tender shall be sent by registered post/Speed post/Courier so as to reach the office of GM (Projects)-Contracts, before the due date and time or handed over personally against receipt by the time and date and at the place wherein specified in the Invitation to Tender.
- 4.3 All the copies shall be identical and numbered and written as “Original” and “Copy” respectively.
- 5.0 OPENING OF TENDERS
- 5.1 In the presence of authorized representatives of the tenderers who may choose to be present,
- i) the First envelope (refer to 6(ii)) shall be opened immediately after the last date and time of receipt of tender for verification of cost of tender document & PQC requirement.
 - ii) The second envelope shall be opened immediately thereafter or at a later date and time which shall be intimated.
 - iii) Time, date and venue of opening of third envelope ie., Envelope-III Price bid of the tender shall be intimated to those tenderers whose offers are found technically and commercially acceptable.
- 5.2 The tender is liable for rejection on account of any of the following:
- i) The party fails to submit the requisite EMD
 - ii) The party fails to submit the required technical particulars
 - iii) The party fails to submit the different parts of tender in separate envelopes
- 5.3 The tenderer shall be prepared to furnish clarifications/informations and attend discussions as called for by the employer at short notices. After all the clarifications/informations are received to the satisfaction of the employer, the envelope containing prices shall be opened in the presence of such tenderer/authorized representatives who are present, on a date to be specified. The offers of the tenderers who fail to answer all the clarifications/information called for to the satisfaction of the employer will be rejected. No supplementary/revised price offer/Revision in prices shall be submitted by the tenderer unless the same is specifically requested in writing by the employer based on clarifications and discussions. This supplementary/revised offer (in respect of prices only) should also be submitted in separate sealed cover superscribing the tender number, Name of the work and the words “Revised Prices” duly indicating the letter reference number & date of RINL seeking revised/revision in prices.
- 5.4 After all the clarifications/information are received to the satisfaction of the Employer, envelope containing Price Schedule along with the supplementary/revised offer, if any, will be opened in the presence of such Tenderers/authorized representative on a date to be specified/informed/advertised.
- 6.0 PERIOD OF VALIDITY OF TENDER
- 6.1 The tender and the prices quoted shall be deemed to remain valid for a period of six months from the date of opening of Volume-I containing (Part-A Technical Bid and Part-B commercial Bid).

7.0 QUERIES/CLARIFICATIONS

7.1 All queries/clarifications, both technical and commercial, shall be referred by the tenderer direct to the GM (Projects)-Contracts, Projects Division, Project Office Complex, A-Block, Visakhapatnam Steel Plant, Visakhapatnam 530 031 (A.P) India.

7.2 All tenderers are requested to take special note of the above instructions for compliance.

8.0 INSTRUCTIONS REGARDING SD:

8.1 Upon acceptance of the tender, the successful tenderer shall deposit with the Employer a sum sufficient, with the amount of earnest money deposited by him prior to the submission of his tender, to make the Security Deposit to the extent of 5% (Five percent) of the total contract value.

The retention money shall be deducted at 5% from Running bills. However, the total Security deposit together with retention money shall not exceed 10% of total contract value.

If the security Deposit is submitted in the form of Bank Guarantee, the same should be valid initially upto 12 months after completion period of this contract.

One half of the Security deposit shall become due and shall be paid to the Consultant / Contractor when the engineer certifies that the works have been completed by the Consultant as per tender terms & conditions. The other half shall become due and paid to the Contractor after 12 months after issue of contract completion certificate and certificate for fulfilling the guarantee obligations spelt out at Cl.No.11.0 of SCC to be issued by Engineer to this effect.

8.2 Government undertakings will not be required to submit Security Deposit but however they shall submit "Performance Guarantee Bond" in lieu of Security Deposit in approved VSP formats.

8.3 In case the Security Deposit is submitted in the form of Bank Guarantee, the same shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under the General Conditions of Contract or otherwise.

8.4 The Bank Guarantee for security deposit shall remain in full force and effect during the period of the Contract and shall continue to be enforceable till the expiry of the guarantee period. The Bank guarantee shall provide for extension of validity on demand by the Employer. Such extension of validity shall be confirmed by the guarantor bank without any reference to the Contractor.

8.5 Should the extent or the object of the Contract be altered during the execution of the Contract in such a way as to effect an increase or reduction on the Contract Price by more than 10% the amount in the Bank guarantee shall be increased or reduced correspondingly and accordingly by the contractor shall arrange either for new BG or enhance the existing BG value.

8.6 The Bank Guarantee and/or any amendment thereto shall be executed on a stamped paper of requisite money value as prescribed by the Statute.

8.7 a) All Bank Guarantees and extensions of Bank Guarantees shall be sent in a sealed envelope directly by the Bank through Registered Post to the officers of Visakhapatnam Steel Plant.

- b) Bank Guarantees/Extensions of Bank Guarantees submitted by the Contractors directly will not be admitted.
- 8.8 The Non-judicial stamp paper of value Rs.100/- for the Bank Guarantee should be purchased in the name of executing Bank only.
- 8.9 Upon submission of Security Deposit, the Earnest Money Deposit submitted by the successful tenderer shall be returned to him.
- 8.10 If SD is submitted in the form of BG, the same shall be in the proformas enclosed to the GCC/SCC.
- 8.11 50% of the accumulated retention money would be released against Bank guarantee after completion of 75% of the work and balance 50% of total accumulated retention money would be released after completion of contractual obligations and on certification of the Engineer to that effect.
- 8.12 Bank Guarantee for the full value covering the security deposit and retention money in VSP's approved proforma will be accepted, if the contractor so desires and no deduction towards retention money will be made from the Running Account Bills except for variations in the Contract values.
- 9.0 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, with-in 10 days from the date of dispatch of intimation letter of payment to them, 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.

VISAKHAPATNAM STEEL PLANT
(Rashtriya Ispat Nigam Limited)

AGREEMENT NO: VSP/CONT/M- /200 - 200 ,DATED:.....

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Visakhapatnam this day of 200... between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, having its registered office at Visakhapatnam-530 031 (hereinafter referred to as the Employer which expression shall include its successors and assigns) of the one part and M/s..... (herein after referred to as Contractor which expression shall include its successors and assigns) of the other part.

WHEREAS the employer is desirous that certain works viz..... should be executed as envisaged in the Tender Documents and specification No..... and has accepted a Tender by the Contractor for the work of as per the specification and other documents of the contract. Now this Agreement Witness as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract here in after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a) Invitation to tender.
 - b) Letter of Intent or Written Acceptance of tender
 - c) Special Conditions of Contract
 - d) General Conditions of Contract
 - e) Technical Documents
 - f) Any other documents as referred
3. In Consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor do hereby covenants with the Employer work of..... in Conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the above works the Contract Price at the times and in the manner described by the Contract.

5. No amendment to this agreement shall be valid or be of any effect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this agreement.
6. The courts at Visakhapatnam shall alone have jurisdiction and the applicable laws shall be the Laws of India.
7. All the parts of the Contract have been read to us and fully understood by us.

As WITNESS our hands this day of , 200...

Signed by the said in the presence of

.....

.....

Employer

Signed by the said in the presence of

.....

.....

Contractor

**VISAKHAPATNAM STEEL PLANT
(Rashtriya Ispat Nigam Limited)**

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS & INTERPRETATIONS

- 1.1 Definitions : In the contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them except where the context otherwise requires.
- 1.2 “Employer” means Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant (VSP), Visakhapatnam having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031 (Andhra Pradesh) and includes employer’s representative or successors or assigns. Employer’s representative includes “Engineer”.
- 1.3 “Tenderer” shall mean person or persons, firms or Company / corporation submitting a tender against the Invitation to Tender and shall include his / its / their heirs, executors, administrators, legal representatives, successors and his / their Indian Agents.
- 1.4 “Engineer” means an engineer appointed from time to time by the employer.
- 1.5 “Engineer’s Representative” means any assistant of the engineer of works or any other employee or agent appointed from time to time by the employer or the engineer to perform the duties related to this contract.
- 1.6 “Works” shall mean and include all works specified or set forth and required in and by the specifications, drawings and schedule thereto annexed or to be implied there from or incidental thereto or to be here after specified or required in such explanatory instructions and drawings (being in conformity with the original specifications, drawings and schedule) and also such additional instructions and drawings not in conformity as aforesaid as shall from time to time be supplied by the employer during the progress of work hereby contracted for.
- 1.7 “VSP” shall mean “Employer” as defined at clause no. 1.2 above.
- 1.8 “Consultant” means the “Contractor” as defined at clause no. 1.21.
- 1.9 “Contract” means invitation to tender, instructions to tenderers, tender with all the enclosures thereto, articles of agreement, General conditions of Contract, special conditions of contract, specifications, price schedule, drawings together with the letter of intent and other documents specifically indicated therein.
- 1.10 “Tender Specification” shall mean the design data, drawings, schedules and other technical details furnished with the Invitation to Tender and subsequent clarifications if any, furnished by the Employer for the purpose of submitting the offer by the Tenderer.

- 1.11 “Contract Specification” shall include the scope of work, the schedules, detailed designs, technical specifications and data, and all such particulars mentioned as such in the Contract and such other modifications required by the Purchaser during the execution of the Contract.
- 1.12 “Contract Price” means the sum named in the LOI subject to such additions thereto or deductions there from as may be made under the Provisions hereinafter contained.
- 1.13 “Tender drawings” shall mean such drawings, plans, sketches and details as are issued together with the VSP’s Tender Specification for the purpose of submission of tenders.
- 1.14 “Site” means the lands and other places envisaged by the employer on, under, in or through which the works and/or services to be performed are to be executed or carried out and any other lands or places provided by the employer for the purpose of the contract.
- 1.15 “Notice in Writing” or “Written Notice” means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the address given in the tender or last known business address or registered office of the contractor and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.16 “Schedule, work Schedule” shall mean the accepted schedules between the contractor and the employer forming part of the contract.
- 1.17 “Letter of Intent” means an intimation from the employer by a letter / fax / cable to the Tenderer that his tender has been accepted in accordance with the provisions contained in that letter / fax / cable.
- 1.18 “Date of award of contract” shall mean the date of issue of Letter of Intent or the date of issue of acceptance of tender or date of contract whichever is earlier.
- 1.19 “Month” means a Calendar month according to the Gregorian Calendar.
- 1.20 “Purchaser” shall have the meaning and import as that of the “employer” defined above.
- 1.21 “Contractor” shall mean the Tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators, legal representatives/ successors/assigns and his/their Indian Agents approved by the Purchaser.
- 1.22 “Approval of the employer” shall mean the written approval by the employer or his authorized representative of a document, a drawing or other particulars of matters in relation to the contract.
- 1.23 “Project” means the project or scheme of the Employer.

- 1.24 Words importing persons shall include firms, companies, corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the contract so requires or permits.
- 1.25 The contract and all correspondence between the Purchaser and the Contractor shall be in English language.
- 1.26 The headings in the General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- 2.0 ASSIGNMENT AND SUB LETTING:
- 2.1 The Contractor shall not transfer, sublet or assign the contract or any part thereof or any benefit or interest therein or there under. In the event of the Contractor contravening this condition, the employer shall be entitled to place the contract else where on the contractor's account and at his risk and then the contractor shall be liable for any loss or damage which the employer may sustain in consequence or arising out of such replacing of contract.
- 3.0 INDEMNITY:
- 3.1 The Consultant assumes responsibility for and shall indemnify and save harmless the Employer, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Consultant obligations under the Contract, or for which the Consultant has assumed responsibility under the Contract, including those imposed under any contract, local or national law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Consultant in connection with performance of any work covered by the Contract. The Consultant shall execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the Contract and to protect the Employer.
- 3.2 The Employer shall not be in any way held responsible for any accident or damages incurred or claims arising therefrom during discharge of the obligations by Consultant under this contract.
- 4.0 PATENT INFRINGEMENT:
- 4.1 The Consultant shall protect, indemnify and save harmless the Employer, his customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Consultant's own expense any such claims, suits or proceedings.
- 4.2 The Employer will notify the Consultant in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Consultant's defense of the same. The Contractor shall appoint a council at his own expenses in consultation with the Employer to collaborate in the defense of any such claim, suit, action or proceeding.

5.0 TERMINATION OF THE CONTRACT.

5.1 If the Consultant shall at any time fail or neglect or refuse or become or be unable to perform any of the duties devolving upon them under the contract or otherwise commit a breach of any of the provisions or conditions contained in the contract and which on their part require to be observed and complied with, not arising out of or attributable to any neglect or default on the part of VSP, VSP shall have the right to terminate this contract by giving 15 days notice indicating the reasons for terminations in writing to the consultant. On expiry of such notice of termination, VSP shall not be liable for making any further payments whatsoever as per the terms of this contract.

5.2 The termination of this contract in pursuance of above shall not prejudice or affect the right or liabilities of the parties, available or incurred till the date of such termination.

5.3 The engineer shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine ex-parte if the party does not respond within 15 days after the issue of written notice or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Consultant in respect of work that was actually done by him under the Contract and the decision of the Engineer shall be final and binding on the Contractor.

However the Employer, shall have all the rights under the contract to claim for damages/compensation for losses suffered/to be suffered on account of such termination and the contractor shall make good all such claims for damages/compensation/losses suffered/to be suffered by the employer and the decision of the Engineer is final in this regard.

5.4 Upon the expiry of contract or the earlier termination of the contract as herein provided, all the drawings, designs, design calculations and other documents relating to the project which may have been prepared by the consultant in connection with this contract shall be forthwith delivered to and become the absolute and unrestricted property of the employer for all purposes for which the consultant be paid for the work done against this order.

5.5 If the Employer shall enter and expel the Consultant under this clause, he shall not be liable to pay to the Consultant any money on account of the Contract until the expiration of the Guarantee period and thereafter until the costs of completion and maintenance damages for delays in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount there of certified by the Engineer. The Consultant shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Consultant the Consultant shall upon demand pay to the employer the amount of such excess and it shall be deemed a debt due by the Consultant to the Employer and shall be recoverable accordingly.

6.0 FORCE MAJEURE

- 6.1 If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within 21 days from the date of occurrence thereof, the Employer shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Contractor in respect of such non-performance or delay in performance.

However, in the event of the Employer having agreed, the services under the Contract shall be resumed after such Event has come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of atleast 6 months and the Employer not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

7.0 ARBITRATION

- 7.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration. Each party shall appoint its arbitrator, the two arbitrators so appointed shall appoint the third arbitrator who shall be the presiding arbitrator. The arbitration shall be governed by the provisions of Arbitration and Conciliation Act 1996 and the statutory modifications to the said Act. The award made in pursuance thereof shall be binding on the parties, Provided that withholding of any of the certificate, decision, opinion, direction, valuation etc., by employer/engineer for a period of more than six months shall be referable to arbitration and shall not be barred as excepted matter.

- 7.2 The further progress of any work under the contract shall unless otherwise directed by the Employer/Engineer continue during the arbitration proceedings and no payment due or payable by the employer shall be withheld on account of such proceedings. It shall not be open to arbitrator(s) to consider and decide whether or not such work shall continue during the arbitration proceedings.

Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 months from the date of satisfactory completion of the work under the contract.

- 7.3 No Interest shall be awarded by the Arbitrator in any arbitration proceedings.
- 7.4 The courts at Visakhapatnam shall alone have jurisdiction and the applicable laws shall be the Laws of India.
- 7.5 The Venue of arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

ON NON-JUDICIAL STAMP PAPER OF VALUING Rs.100/-

GUARANTEE BOND FROM A SCHEDULED BANK

(NON-JUDICIAL STAMP PAPER TO BE PURCHASED
ON THE NAME OF ISSUING BANK ONLY)

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

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

SUBJECT: INITIAL SECURITY DEPOSIT/SECURITY DEPOSIT

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, A Government Company incorporated under the Companies Act, 1956 having its registered Office at Administrative Building, Visakhapatnam - 530 031 (hereinafter called the Company) having agreed to accept the Initial Security Deposit/Security Deposit of Rs. _____ (Rupees _____ in _____ words

_____) from M/s _____ (hereinafter called the Contractor) under the terms and conditions of the Letter of Intent No: _____ dated _____ for (Name of the work) _____ in a comprehensive job basis and as per your Letter of Intent dated _____ (hereinafter referred to as "the said Contract" which expression shall in case of execution of any formal agreement between you and the Contractor shall include the said agreement) covered under the said agreement as a Guarantee for the security of materials under the custody of the Contractor in terms of the said tender as also for the due fulfillment of all the terms and conditions contained in the said agreement in the form of a Bank Guarantee for Rs. _____ (Rupees _____ in _____ words _____). We, _____ (Name of the Bank) (hereinafter referred as the said Bank) hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from any loss or damage from time to time to the extent of Rs. _____ (Rupees in words _____) caused to or suffered by you or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said agreement and in the event the Contractor shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs. _____ Rupees in words _____) 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 will be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand without any objection.

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

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

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

6. This Guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, re-construction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this Guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said contract and in respect of which your demand or notice in writing is received by us.
9. This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution of any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated, reconstructed company or 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 unrealised.
13. 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.
14. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/office/higher Authority as per the name & address mentioned below:

DATED THE _____ DAY OF _____ TWO THOUSAND

CHECKLIST FOR BANK GUARANTEE

1	Is the BG as per the approved format of VSP?	Yes/No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank/Nationalised bank etc. as specified in the contract)?	Yes/No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	Yes/No
4	Is the stamp paper obtained in the name of the bank issuing the BG?	Yes/No
5	Is the date of sale of stamp paper prior to the date of the BG?	Yes/No
6	Does the BG refer to the concerned agreement/tender with reference to which the BG is issued?	Yes/No
7	Does the BG bear the number, date and seal of the issuing Bank?	Yes/No
8	Is the BG signed on all pages?	Yes/No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signature of respective officer/officers	Yes/No
10	Whether the BG validity period is as per the concerned contractual requirement?	Yes/No
11	Whether the BG format contains a foot note regarding the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained as given below: “Issuance of this bank guarantee may also be got confirmed from our controlling branch/office/Higher Authority (Name & Address)”	Yes/No
12	BG contains the clause for “Enforceability of the same at “Visakhapatnam” and the address of the same is also specified in the BG.	Yes/No

Note: The BGs are to be forwarded by Bank directly to us through registered post only when reply to all the above are ‘Yes’.

SPECIAL CONDITIONS OF CONTRACT

CONTRACTS DEPARTMENT
PROJECTS DIVISION
(RASHTRIYA ISPAT NIGAM LIMITED)
A-BLOCK, PROJECT OFFICE
VISAKHAPATNAM 530 031
ANDHRA PRADESH

Telephones : 0891-2518277, 25182429

Fax : 0891-2518764

1.0 GENERAL

- 1.1 The Special Conditions of the Contract shall be read in conjunction with the Invitation to Tender, Instructions to Tenderer, General conditions of the Contract, Specifications, drawings and / or other documents detailing the work.
- 1.2 In case of any conflict of meaning between the “Special Conditions of Contract” and General Conditions of Contract and other documents, the documents shall prevail as given below:
- 1.3 Special Conditions shall prevail over General Conditions.
- 1.4 Between two issues of same document, the document revised or reissued as of the later date shall prevail.
- 1.5 All specifications, contract drawings and other documents shall be interpreted in conformity with the General Conditions of Contract as supplemented and / or modified by Special Conditions.

2.0 SCOPE OF WORK.

- 2.1 Attention is invited to the tender specification with all technical data etc., referred to in the Invitation to Tender, which indicates the scope of work.
- 2.2 The scope of work shall be complete in all respects as stipulated in the specification. Incomplete and part bid offers shall not be considered and liable to be rejected.

3.0 EXPERIENCE

- 3.1 The bidder shall have experience and submit proof there of for execution of works similar to that stated in the tender specification.

4.0 TIME FOR COMPLETION

- 4.1 The work shall be completed in all respects within a period of _ _ _ _ months from the date of Fax Letter of Intent.
- 4.2 Extension of time: If, for any special circumstances, an extension of time for consultancy services/submission of the report is required, then the CONSULTANT shall inform to the Engineer, within 15 days from the date of occurrence of such circumstances, full particulars of any request for extension of time for which he may consider himself entitled in order that such request may be examined. The decision of the Engineer / VSP shall be final and binding in this aspect and no additional remuneration shall be payable for the extended period for the scope of work covered under LOI.

5.0 AUTHORISED AGENT

- 5.1 The consultant shall send a duly authorized competent representative to meet the Employer/Engineer at his office at Visakhapatnam or any other place within the country in connection with his job whenever called upon to do so by the employer or engineer at his own cost and any instructions, directions or explanations given by the employer or by the Engineer, to the representative shall be deemed to have been given to the contractor.

6.0 SECURITY AND SAFETY REGULATIONS

6.1 The consultant shall abide by all the security regulations of the employer in force and promulgated from time to time and other statutory requirements.

7.0 EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT 1952

7.1 The consultant shall ensure strict compliance of provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 and the schemes framed there under so far as they are applicable to their establishments and agencies engaged by them. The contractor also required to indemnify the Employer against any loss or claims or penal damages whatsoever resulting out of non-compliance on the part of the contractor with the provisions of the aforesaid Act and the Schemes framed there under.

8.0 PRICE

8.1 The price quoted shall be firm and inclusive of all taxes and duties including service tax & education cess thereon. Amount of service tax and education cess thereon included in the price shall be indicated separately and the same shall be reimbursed subject to the contractor complying with all the statutory requirements and furnishing the relevant documents, to facilitate VSP to claim the CENVAT credit which interalia include copy of Registration certificate from their jurisdiction of Superintendent of Service tax and cenvatable invoices containing the following details:

- i) Their name, address and the registration number and service tax range.
- ii) The name and address of the person receiving taxable service (RINL).
- iii) Description, classification and the value of taxable service provided.
- iv) Service tax and education cess payable thereon.

8.1.1 In case of foreign consultants who have an office establishment in India, service tax shall be reimbursed by VSP in Indian rupees to their Indian office.

8.1.2 In case foreign consultant who does not have any office establishment in India, Service tax shall be paid by VSP and the foreign consultant shall comply with required documents in this regard, till the time they open an office establishment in India.

8.1.3 Such foreign consultants shall furnish an undertaking in their offer stating whether they have any office/establishment in India or not.

8.2 Foreign agencies may quote their prices either in Indian Rupees or in tenderers' own currency at the option of tenderer. The prices shall be evaluated on the prevailing exchange rate (BC selling exchange rate) as on the date of opening of price bids and payments shall be made in respective currency.

8.3 Variation in taxes if any applicable after opening of price bid/revised price/revision in price as the case may be (based on which the order on contract shall be placed) shall be reimbursed by VSP subject to production of necessary documents by the contractor.

Similarly withdrawal/downward revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the Employer.

- 8.4 Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Contractor.

The tenderer has to consider all taxes & duties applicable on this contract. Any omission, or non-inclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid/ revised price bid / revision in prices shall not be considered as a reason for reimbursement of such taxes and duties at a later date.

- 8.5 All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Contractor.

9.0 TERMS OF PAYMENT.

- 9.1 The terms of payment are as per clause of technical specification.

- 9.2 Payment in terms of the contract shall be due and payable by the Employer once in a month on receipt of each bill supported by requisite documents as per the contract. The payment will be made after 15 days but within thirty (30) days from the date of receipt of complete on account bills by the Engineer or his authorized representative from the contractor..

Payment shall be released on EFT basis as per proforma enclosed.

The successful tenderer is to submit bank account details for e-payment as per enclosed proforma duly certified by authorized signatory of the bank.

10.0 PENALTY

As per clause of technical specification

11.0 GUARANTEE

The Consultant shall stand guarantee for the performance and output related to their scope of services as envisaged in the tender specifications

12.0 LIQUIDATED DAMAGES

- 12.1: If the consultant fails in the due performance of the contract within the time fixed by the contract or any extension thereof and/or to fulfill his obligations in time under the contractor or any extension thereof, he shall be liable to pay as agreed Liquidated damages and not by way of penalty a sum of 2% of the contract value per month or part thereof for which the delay has occurred due to the reasons attributable to the consultant. The power of levy of liquidated damages is without prejudice to any other right of termination of the contract or other action provided elsewhere in the contract.

- 12.2: If any adverse performance as indicated below is noticed in the various services rendered by the consultant at all the stages of the contract duration as elaborated in the scope of services of the contract, the consultant shall be liable to pay as agreed liquidated damages and not by way of penalty sum of 0.25% of the consultancy contract value per occurrence of such adverse performance.

- a) Deficiency in the tender documents leading to retendering.
- b) Repeatedly making the same type of mistakes while issuing the tender documents for different packages.
- c) Failure to submit detailed estimate and break up of prices with supporting details.
- d) Deficiency in the tender specification due to omission of vital facilities/systems leading to inadequacy of the system/equipment/facilities for proper operation and maintenance leading to seeking supply of the same from the contractor at additional cost.

- e) Inaccurate recommendation leading to delays in finalization of tender.
- f) Shortcomings in checking of contract documents leading to disputes with respect to scope of work agreed during tender finalization.
- g) Approval of vendor drawings without checking the adequacy of the system/missing vital features of equipments/facilities for proper operation and maintenance and non conformity to the contract specification.
- h) Omissions/mismatches in detailed engineering drawings issued for construction leading to rework.
- i) Inaccuracies in the BOQ and BOQ description leading to disputes/extra items resulting in additional financial implications to VSP during execution.
- j) Errors and omissions of any of the facilities required for completion of the project.
- k) Giving clearance to contractors for executing the work which are not of sequential in nature resulting in major extra expenditure.

Before levy of above liquidated damages for adverse performance, a notice in writing shall be issued to consultant providing them opportunity for furnishing justification, if any.

12.3: The consultant's liability for the above shall not in any way exceed 5% of the contract value."

13.0 TRAVEL

13.1 The quoted lumpsum fee shall also include all expenses towards travel to various places / destinations in India in connection with completion of work.

13.2 All expenses in respect of travel to foreign countries undertaken at the request of or with the approval of VSP in connection with this work will be reimbursed by VSP. The reimbursement will include air fare, excess baggage charges, daily allowance to meet hotel and living expenses in foreign countries, internal transport and conveyance expenses and other incidental expenses relating to such foreign travel as per VSP's rules.

14.0 DEDUCTION OF INCOME TAX AT SOURCE

14.1 Deduction at source towards Income Tax calculated at the rates prescribed from time to time under sections 194-C, 194-J and other relevant provision of Indian Income Tax Act 1961 shall be made from the bills/invoices of the Contractor and the amount so deducted shall be deposited with the Income Tax Department. In case Contractor is exempted from deduction of Income tax at sources, no income tax shall be deducted at source and Contractor shall furnish an exemption certificate issued by Income tax department to this effect..

14.2 If any other taxes / duties are to be recovered at source as per government regulations from time to time the same shall be recovered from the bills payable to the consultant. Necessary receipt to this effect will be issued to the consultant in this regard.

15.0 OTHER TERMS AND CONDITIONS

15.1 The Consultant is required to enter into agreement after submission of Initial Security deposit.

15.2 The CONSULTANT shall not use any of the drawings, design, assignments, documentation, technical assignments, reference data, information furnished by the EMPLOYER for any purpose other than the purpose outlined in the Agreement.

- 15.3 The CONSULTANT shall not sublet, assign or otherwise transfer the Agreement or any interest therein to any other person without the previous written consent of the EMPLOYER.
- 15.4 Should the EMPLOYER at any time require the CONSULTANT to do any work beyond what is provided under this agreement, the CONSULTANT shall undertake to do such additional work for an additional remuneration and completion time to be mutually agreed upon
- 15.5 Any notice to be given to the CONSULTANT under the terms of this conditions shall be considered as duly served if the same shall have been delivered to, left for, or posted by registered post to the address of the CONSULTANT at their registered office or address given in the tender. Similarly, any notice to be given to the EMPLOYER shall be considered as duly served, if the same shall have been delivered to left for, or posted by registered post to the EMPLOYER'S office at Visakhapatnam.
- 15.6 The Agreement shall in all respects be construed and carried into effect and rights and liabilities of the parties hereto shall be regulated according to the laws of India.
- 15.7 The employer may make modifications/revisions/changes/deletions in the scope of work from time to time and the same shall be complied with by the Consultant without prejudice to his rights under the contract.
- 15.8 The consultant shall engage workmen of good conduct and clean antecedents.

(BANK ACCOUNT DATA FOR E-PAYMENT)

1. Supplier's/Contractor's Code :
 2. Option : RTGS/NEFT
 3. Beneficiary's Details:
 - i) Name of Beneficiary :
(maximum 35 characters)
 - ii) Bank Name :
(maximum 35 characters)
 - iii) Branch Name :
(maximum 35 characters)
 - iv) Account No. :
(maximum 35 characters)
 - v) Account Type :
Savings/Current/Over Draft
(mention Code No. also)
 - vi) Beneficiary Bank's IFSC Code :
(maximum 11 characters)
-

(Signature of Supplier's/Service Providers)

Name:

Design:

CERTIFICATE

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

Sd/-.....

Bank Manager
Bank Seal