

**Tender for Appointment of Handling contractor (HC) at Slag storage yard-2 (SSY-2)**

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RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
(A Govt. of India Enterprise)  
Marketing Department, C-Block, Room No 275, 1st floor  
Main Administrative Building, Visakhapatnam-530 031  
Phone: 0891-2421046/2421104/2424125  
Visit us at [www.vizagsteel.com](http://www.vizagsteel.com)

#### **NOTICE INVITING TENDER(NIT)**

Rashtriya Ispat Nigam Ltd. (RINL/VSP) - the corporate entity of Visakhapatnam Steel Plant (RINL) is a Public Sector Enterprise under the Ministry of Steel, Govt. of India. RINL - popularly known, as "Vizag Steel" is the first shore based integrated Steel Plant in the country. RINL is known for its high quality products catering to the requirements of construction, manufacturing and automobile sectors with a capacity recently expanded to 6.3 MTPA of liquid steel, which would further increase to 7.3 MTPA.

During steel making, BF (Blast furnace) slag is generated. Slag is a byproduct which is sold by RINL to various industries like Cement.

RINL invites TWO BID open e-tender only from experienced / established agencies (i.e Bids from Registered legal entities such as Proprietorship firm /Partnership firm/Company) for appointment of Handling contractor(HC) at Slag storage yard -2 (SSY-2) , Visakhapatnam for **Excavation, pooling, stacking, crushing and despatch of BFG Slag by Rail/Road** against the following RFx:

RFx Details **2400000841 dtd 25/10/2021**

#### **1. Availability of tender documents:**

NIT, ITT and T&C along with annexures relevant to above mentioned RFx is available separately in SRM portal as detailed below for viewing and downloading.

RINL's SRM portal: <https://srm.vizagsteel.com> to view the **RFx (No: 2400000841 dtd 25/10/2021)** and to download the bidding documents from publisher folder of the RFx and submit the bid.

RINL's official website [www.vizagsteel.com](http://www.vizagsteel.com) for downloading tender document and submit the bid through RINL's SRM portal.

RINL shall not be responsible for any difficulty in downloading of clear and complete tender documents from the website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website. Corrigendum /Addendum/ Amendments/clarifications, etc, if any, shall be hosted on websites only. Tenderers are requested to visit the website regularly.

2. **Last date and time for submission of e-tenders and scheduled date and time of opening:**

Last date and time of e- bid submission and original documents is up to 11.00 Hrs. (IST) **24/11/2021**  
Opening of **Technical RfX** in the system electronically shall be done after 11.30 AM on the same day of submission of tender.

The **Price RfX** will be opened in the system electronically later after conducting reverse e-auction under intimation to the eligible tenderers. (Please refer clause no **3.4** of ITT)

E-RfX Responses are opened in the system electronically and hence presence of tenderers is not required. System generated mails will be sent to tenderers at different stages of tender processing.

**Key Information:**

Description of Work	<b>Excavation, pooling , stacking, crushing and despatch of BFG Slag by Rail/ Road</b>
E- Tender type	<b>Open e-tender (in electronic format only) under TWO BID system.</b>
Availability of E- Tender document	RINL's SRM portal: <a href="https://srm.vizagsteel.com">https://srm.vizagsteel.com</a> RINL's official website <a href="http://www.vizagsteel.com">www.vizagsteel.com</a>
<b>Contract Period</b>	3 years, further extendable by one more year with the same rates, terms & conditions and with an extension interval period of 3 months.
Indicative quantity	<b>6 (six) Lakh per year (Refer Annexure- V)</b>
EMD in Rs.	Submission of BSD
<b>Security Deposit including GST (in Rs. on award of contract)-Annexure I</b>	Rs.43,76,000/-
<b>Performance security including GST ( in Rs. on award of contract)-Annexure II</b>	Rs.21,88,000- (*In case of MSME successful bidders, this performance security amount shall be deducted at the rate of 1.18% of monthly RA bills in lieu of submission of BG amount)
Eligibility Criteria:	Kindly refer point no 3 of NIT
Last date and time of e- bid submission	<b>Up to 11.00 Hrs. (IST) on 24/11/2021</b>
Tender opening date (TOD)	a) <b>Part-A (Technical RfX)</b> shall be opened at 11.30 AM on the last date of submission of E- Tender. b) <b>Part-B (Price RfX)</b> on later date under Intimation to all the eligible tenderers.
Validity of Bid	Four months from the last date for submission of E- Tender.
Contact person for any queries	DGM (Mktg Contracts) +Phone:0891-2421104/ 2424125/2421046

## **2. Pre Bid Conference:**

RINL shall convene a Pre-Bid Conference at Visakhapatnam on 09/11/2021 at 11 AM to clarify queries, if any to the tenderers.

## **3. Special Conditions:**

### **Pre- qualification criteria (PQC):**

- i. Tender documents should be submitted along with Bid Security Declaration (BSD) as mentioned in ITT.
- ii. The tenderers shall be contractors having experience as per the eligibility criteria.
- iii. During the last Three (3) FY years (FY 2018-19, 2019-20, 2020-21), at least 2.0 Lakh tonnes p.a of BFG slag material or similar bulk raw-materials, should have been handled in any one of the Financial years 2018-19 or 2019-20 or 2020-21. Proof of quantity handling shall be submitted as per Annexure no. IX.
- iv. Minimum 50,000 Mts of BFG Slag/ similar bulk raw-materials should have been crushed with track mounted crusher during the immediate preceding 24 months from the date of issue of Tender. Proof of quantity handling shall be submitted as per Annexure no. X.
- v. Turnover should be at least Rs.2 crores P.a. in any one of the last 3 FYs (2018-19 to 2020-21). As a proof, Audited financial statements or CA certificate are to be submitted.
- vi. Bidder should have positive Net worth in the FY 2020-21. As a proof, Audited financial statements or CA certificate are to be submitted.
- vii. Bidder should own Track mounted Crusher with a crushing capacity of 200 MTs per hour. Its make of manufacturing should not be older than 7 Years i.e. year of make not before 2014. Owned Crusher shall be placed by successful Bidder within 15 days from the date of issue of Letter of Acceptance.
- viii. Bidder should have Heavy Earth Moving Machinery (HEMM) viz 2 Excavators, 2 Pay-Loaders, 6 Trucks/Dumpers either Own or Lease. In case of Leased HEMM, minimum period of Lease is 3 years. Their make of manufacturing should not be older than 7 Years i.e. year of make not before 2014. These HEMM shall be placed by successful Bidder within 15 days from the date of issue of Letter of Acceptance.

Along with Bid, Proof of ownership documents viz Invoices for track mounted HEMMs, C-books for wheel mounted HEMMs and in case of Leased HEMMs, Lease agreements are to be submitted.

**Fatal conditions: Compliance of the above PQC requirements, Bid security declaration, Financial standing, Clause no.2 of Terms and conditions are must.**

4.a) The tenderer is required to unconditionally accept the "Integrity Pact"

enclosed to the tender document and shall submit the same duly signed along with their offer. Offer of the tenderers received without integrity pact duly signed, shall not be considered.

b) The External Independent Monitors (EIM) are, Sri VVR Sastry, and Sri P K Vijaya Kumar. The bio-data of, Sri VVR Sastry and Sri P K Vijaya Kumar are available in RINL website.

## **5. NATURE & SCOPE OF WORK**

i) **Excavation of slag:** Retrieval of slag from hard portion of existing area of Slag at SSY-2 and pooling & stacking of excavated slag.

ii) Reclaiming of stacked material into Track Mounted Crusher (operating with Diesel fuel) for further processing of crushing with embedded facility of screening. The final output of crushed BFG Slag should be with a size of Zero mm (0) to -10 mm (not less than 90% quantity) and permitted with variation of 10% above 10 mm Size.

iii) Dispatch of Crushed BFG Slag Material:

a) **Road dispatches:** Removing of crushed BFG Slag material as specified at (ii) above from the stack or shifted BFG slag(un-processed\*) and loading into Customer's vehicles .

### **b) Rake dispatches:**

i) Removing of crushed BFG Slag material from stacks or shifted BFG slag (un-processed\*).

ii) Transportation of crushed BFG Slag material/shifted BFG slag(un processed) through Trucks to the designated Railway siding and unloading of crushed BFG Slag material/shifted BFG slag(un-processed\*) at Railway Siding and keeping high stacks.

iii) Wagon cleaning.

iv) Removal of crushed BFG Slag material/shifted BFG slag(un-processed\*) from high-Stacks and loading into Railway wagons and leveling (weight adjustment) of the loaded material inside Railway Wagons that should match the carrying capacity of Wagon (so that under loading or over loading can be avoided).

**Un-processed\*: Without carrying the activities of 5(i & ii).**

6 ITEM DETAILS/BOQ: AS PER BOQ (Annexure-V)

7. The tenderer should submit the documents as per details given in the tender document along with the tender.

8. Purchase preference will be given to PSUs wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

9. Rashtriya Ispat Nigam Limited will not be responsible for any delay/ loss/ any website related problems in downloading the tender documents etc.

10. 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 thereof.

11. Contact person for any queries: GM / DGM (Mktg Contracts)

Phone: Mob: 9989166560, Mob: 8008299606

E-mail: [urs.csm@vizagsteel.com](mailto:urs.csm@vizagsteel.com)

[girishkumar@vizagsteel.com](mailto:girishkumar@vizagsteel.com)

**Chief General Manager (Marketing - Contracts)**

**INSTRUCTIONS TO TENDERERS (ITT)**

Tender for appointment of Handling Contractor **(RFx No 2400000841)** at SSY-2 Yard, Visakhapatnam for handling and storage of Slag at SSY-2.

1. Scope of work (Clause 5 of NIT).

**2. E-Tender submission:**

**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. 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 Tech RFx c folder.

'Price RFx to be submitted electronically through RINL's SRM portal: <https://srm.vizagsteel.com/> before the due date & time. Total Contract value to be fed under "items" tab.

The tenderer shall quote their rates against each individual item (in words and figures) of BOQ mentioned at **Annexure-V** of Price Bid ( Part -B) in pdf format and upload the same in the " notes and attachments" by selecting as below:

→ RFx information → Notes &  
Attachment → Attachment (add attachment)

***PS: Price Bid Not to be uploaded in C-Folder***

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 "Tech RFx" c Folder including the BSD Submission proof.
- b) All Techno-Commercial documents required as per tender document are uploaded into "Tech RFx" c Folder.

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 "Last date and time of e-bid submission" indicated in the Key information above.

RFx can be "withdrawn" and modified and resubmitted as long as "Last date and time of e-bid submission " is not over. RFx Response cannot be modified once Submission deadline time passed.

**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.

**DOCUMENTS TO BE UPLOADED IN TECH BID C FOLDER:**

- (A) Covering letter
- (B) Bid Security Declaration As per point no 8.0 of ITT
- (C) In case of tenderer exempted from submission of BSD, the necessary documents as per clause 8.0 of ITT.
- (D) Other documents as per 8.0 of ITT
- (E) Proof of handling as per point no 3(iii) & (iv) of NIT.
- (F) Proof of Turnover and positive net worth as per Point no 3(v) & (vi) of NIT.
- (G) Proof of ownership of equipments as per Point no 3(vii) & 3(viii) of NIT
- (H) Integrity pact as per Annexure -IV
- (I) NCLT declaration as per Annexure-XI.
- (J) Financial standing as per Annexure-VIII
- (K) Undertaking letter as per Annexure-VI
- (L) Tender document downloaded from web site duly signed on all pages
- (M) Blank price bid format as per Annexure-V duly signed on all pages
- (N) Documents specified elsewhere also in tender document to be submitted

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

**3. E-RFX EVALUATION PROCESS:**

Tenderers shall note that RINL, after opening of E- Tender/bid document may seek, in writing, document/clarifications which are necessary for evaluation of E- Tender/bid document from the tenderers/bidders or issuing authority for confirmation of eligibility /Pre-qualifications stipulated in the NIT.

RINL shall give 3 (three) weeks' time for further clarification /rectification of any deficiencies in the E- Tender (subject to exceptions mentioned hereinafter) and seek clarifications /confirmations /documents /withdrawal of deviations from the terms and conditions of contract without any revision in prices. Any deficiency in the documents submitted shall be allowed to be rectified within 3 weeks from the date of such first written communication to the tenderer. In case of failure to rectify the deficiencies within 3 (three) weeks' time, the E- Tender would be rejected summarily and Price part of E- Tender shall not be opened. In case none of the tenderers rectify the deficiencies within 3 (three) weeks' time, RINL reserves the right to give further time at its sole discretion.

Fatal conditions for opening:

RINL shall not give time, as mentioned above, for submission of BSD.

In case the E- Tender is not accompanied by BSD waiver, the E- Tender shall be rejected summarily and technical part and Price Part shall not be opened.

Evaluation of the E- Tender/L-1 rates

(i) In the Schedule of rates/Bill of quantities (BOQ) which are available as Price RFX, the units in each item are mentioned.

(ii) The tenderer shall quote their rates in the BOQ/schedule of rates for individual items (in words and figures) shown at **Annexure-V** of price bids.

(iii) Based on the above, the system shall arrive at the total contract value (which shall include the value of all the individual items of BOQ mentioned at **Annexure-V** and the same shall be considered for the purpose of evaluation.

(vi) All the tenderers are expected to quote the rates of all the individual items of BOQ mentioned at Annexure-V of price bid in figures and words. In case the rate is not quoted for any of the items mentioned at Annexure-V of price bid, such offer will be summarily rejected.

(v) RINL conducts reverse e-auction for finalizing the E- Tender, in all the cases except RST (Resultant single E- Tender). In such case, all the technically qualified tenderers may participate in the reverse e-auction. Details of reverse e-auction and User manual etc shall be communicated to all the techno commercially qualified bidders at an appropriate time.

(vi) During the reverse e-auction process, the bidders shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company.

(vii) After the reverse e-auction is conducted, the Price RFX (Part-B) of all the technically qualified tenderers received along with the Techno Commercial offers, irrespective of whether they have participated in the Reverse e-auction or not, shall be opened within a reasonable period.

(viii) A composite comparative statement shall be made considering Reverse e auction data and Price RFX of all the technically qualified bidders, based on which the final L-1 contract value will be arrived.

(ix) Finalization of BOQ item rates shall be as follows:

(a) In case the L-1 contract value is lower in Reverse E auction, then the corresponding Price RFX individual BOQ item rates would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

(b) In case the L-1 contract value is lower in Price RFX, the individual BOQ item rates (mentioned at Annexure-V of Price Bid) quoted in the Price RFX shall be considered for award of contract to the tenderer.

(xi) A blank price bid format (provided at Annexure-V of ITT) duly signed by the tenderer shall be submitted along with the offer, as token of acceptance and familiarity to RINL's tendering system as described in the NIT.

However, in case reverse e-auction is not conducted, RINL will open the Price RFX submitted by the bidder and processes the E- Tender as per the prevailing tendering procedures of RINL.

The tenderers may note that in case of reverse e-auction

(a) The quoted contract value shall be valid for a period of 4 months from the date of reverse E auction.

(b) The base date shall be the last date for submission of Price RFX/Revised price bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer unless otherwise agreed).

Purchase preference will be given to PSUs wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

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.



**(a) AUCTION TIME EXTENSION:**

1. Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.

2. Bidders to note that System calculates Auction End time during the Auto extension period as under:

If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the

Auction End time to "Existing End Time + Y minutes". This will be done "N" number of times.

Here(>,<)>

Remaining Time Trigger = X

Extension Period = Y

Number of Extensions = N

The Auction time extension is explained below with an example.

Example: Reverse Auction conducted with Auction parameters as:

AUCTION SCHEDULE: 11.00 AM to 12.00 noon, REMAINING TIME TRIGGER: 4 minutes and EXTENSION TIME: 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11.56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes ) of the auction, the auction end time gets extended up to 12.05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12.05 PM. However, In case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger',

Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12.01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12.10 PM. (12:05 plus 5Minutes). In case the bid is submitted by any bidder from 12.00 to 12.01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4minutes and Auction end time shall be 12:05.

**Important Note:**

Bidders have to ensure continuous internet connection during the live auction. If the bidders' internet connection gets disturbed, the details in the auction window will not get refreshed upon fresh bids in the auction. Bidders cannot see the latest bids submitted in the auction after the disconnection. If a bidder's Rank is 1 for any item, it will continue to remain as 1 in their screen even if other bids are submitted in the auction if internet connection is not proper/disturbed. Even the time remaining will continue to reduce. It is the responsibility of the bidder to maintain the uninterrupted internet connection during live auction. Since auto refresh is not possible during disconnection, click F5 button in your keyboard to refresh the auction screen. If proper internet connection exists Bidder's screen gets refreshed else if there is any connection problem Bidder will get error screen/message upon pressing F5. If Bidder gets error screen, bidder should login again and come back to Auction cockpit after restoring proper internet connection to view the latest status in the auction cockpit. It is advisable to click on F5 frequently and every 20 seconds during extension time to manually refresh the live-auction cockpit screen. RINL does not accept any responsibility for issues related to non-participation due to internet connection problems at vendor's end.

**5. GENERAL INSTRUCTIONS:**

1) The documents submitted by the tenderers in respect of pre-qualification evaluation criteria are final and no further correspondence/ clarifications / submissions in this regard shall be entertained.

2) Scope of work, Bill of Quantities (BOQ), Terms and Conditions, given in the tender documents(placed in the cFolder Publisher area) 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 are found tampered /altered/ incomplete, they are liable for

actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

3) It will be presumed that the tenderers have gone through the General Conditions, Special Conditions and Instructions to tenderer etc., of the contract available in the website which shall be binding on him / them. All the photo copy of certificate to be notarised before uploading.

4) The tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFx cFolder Publisher Area on the RINLs SRM Portal in totality and upload the signed copy of the same along with the Undertaking letter in Tech RFx cFolder.

5) The bidder shall be governed by the General Conditions of Contract of Supply which is available on RINLs website which can be freely accessed and downloaded.

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) (i) Tenderers shall submit GST Registration Certificate under GST act if available. If not available successful tenderer shall produce Registration Certificate under GST Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.

(ii) Tenderers shall submit the PF Registration Certificate if available ie, if not available successful tenderer shall submit PF Registration Certificate before commencement of the work.

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

9) If it comes to the notice of RINL 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 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 RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL 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 Notarised 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 Electrical License/ any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in RINL tenders.

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 Tender fee thereupon.

13) Companies referred to NCLT/NCLAT can also participate in tender provided they are willing to make all deposits (SD/Performance security) through RTGS/NEFT only. At the time of submission of tender, the tenderer has to give declaration whether it has been referred to NCLT/NCLAT or not, Refer Annexure no. XI.

#### **6. INSTRUCTIONS TO TENDERERS ON E-TENDERING/E-AUCTION:**

For use of the RINL e-procurement (SRM) system and before submitting bid, a Vendor/Bidder should understand the e-tendering process by going through user manual which is available in our portal <https://srm.vizagsteel.com> and the NIT of related tender (RFx).

Vendor is responsible for all the necessary requirements including infrastructure in proper condition i.e. Computer, operating system and software platform (including browser), antivirus, network connectivity, internet services, uninterrupted power supply to computer or networking equipment etc., availability of correct user id and password etc so that the participation in the RFx and/or auction during-procurement process is not affected. Any interruption at vendor's end due to non-availability of the above facilities will not be entertained as reason for review of the RFx and/or Auction participated or intended for participation by the Vendor. Understanding the bidding method and entry of correct data (Entering Correct Price Information) during e-procurement process against the RFx and/or Auction is totally the responsibility of the Vendor. During e-procurement process (RFx stage and/or Auction) it will not be possible to explain the bidding process to the Vendor. Vendor should ensure all queries and know-how are completed with the help of user manuals and mock/trial auctions available in the SRM portal before the start of e-procurement (RFx or Auction) process to ensure smooth participation in RINL's e-tender/e-auction

#### **7. Instructions**

- (a) Tender shall be submitted in the prescribed form issued by RINL in the RINL SRM Portal, Government Portal. The Tender documents issued are not transferable. Tender documents downloaded shall be submitted wholly without detaching any part.
- (b) The Tenderer shall agree to RINL's terms and conditions, specifications/scope of work, etc., and quote their Total Amount in figures only. Tender shall be for the entire scope of work mentioned in the tender documents.
- (c) Price condition: Tenderers shall quote the price of the goods or services, excluding GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice.
- (d) In case tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition.  
Evaluation criteria:
  - (e) In case of supply of goods or services on which RINL / RINL is eligible to avail GST input Tax Credit, evaluation of tender shall be on the basis of landed cost excluding GST.
  - (f) In case of supply of goods or services on which the employer (RINL/VSP) is not eligible to avail GST input tax credit, the applicable GST payable by RINL/VSP (in case of unregistered taxable supplies) or GST to be charged by the registered taxable supplier as applicable, shall be added to the landed cost for evaluation purposes.
  - (g) If by any reason the tender opening is postponed to any other date, the same will be placed in RINL's SRM Portal and on the VSP Website ([www.vizagsteel.com](http://www.vizagsteel.com)). Tenderers shall see the SRM Portal / website regularly and keep themselves informed in this matter.
  - (h) 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 RINL if any, working conditions,

shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.

- (i) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender.
- (j) Corrections/ amendments/ replacement to/ of the Deficient documents / Financial Instruments for EMD shall not be sought in the following cases where:
  - i) There is evidence of Tampering/ Unauthorized correction.
  - ii) The value of Financial instrument(s)/ document(s) is falling short of the value stipulated in the NIT.
  - iii) The Validity of the BG(s) as on Initial TOD is falling short of the minimum Validity period stipulated in the tender.
  - iv) Discrepancy exists in the name of Payee/ Beneficiary.

#### **8. BID SECURITY DECLARATION ( BSD ) :**

- (a) Tenders should be accompanied by Bid Security Declaration as per the format enclosed at **Annexure -III**. Tenders without BSD shall be summarily rejected and Technical Part and Price Part of tender shall not be opened. BSD submitted to RINL earlier, if any, cannot be considered for this purpose and offers with such requests shall be treated as without BSD.
  - (b) Public Sector Enterprises of State / Central Government Undertakings are exempted from submission of BSD provided they submit a letter requesting for exemption from submission of BSD along with their offer.
  - (c) EXEMPTIONS / PREFERENCES FOR MICRO AND SMALL ENTERPRISES:  
Micro and Small Enterprises (MSEs) registered with any of the following bodies shall be provided exemptions / preferences, under this clause, in respect of procurement of goods and services, produced and provided by them (irrespective of whether the service is provided within or outside their premises) through the present tender, subject to submission of proof of registration with any of the following agencies as on the Tender Opening Date (TOD):
    - a. District Industries Centre (Acknowledgement of Entrepreneur Memorandum i.e., EM Part II).
    - b. Khadi and Village Industries Commission
    - c. Khadi and Village Industries Board
    - d. Coir Board
    - e. National Small Industries Corporation (NSIC)
    - f. Directorate of Handicrafts Handloom.
    - g. Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by Ministry of MSME.
    - h. Any other body specified by Ministry of MSME.
  - (d) Exemptions: MSE(s) shall be provided exemption from submission of Security Deposit (SD), subject to the following:
    - a. Tender documents shall be downloaded by the tenderer from the websites notified by the company (such as [www.vizagsteel.com](http://www.vizagsteel.com))
    - b. Performance Security Guarantee of requisite value in the prescribed pro-forma shall be submitted by the tenderer. The exemption from submission of Security Deposit shall be upto the monetary limit, if any, specified in the MSE registration.
- 3.3 Purchase Preference: MSE(s) shall be provided Purchase Preference, under the following conditions:
- a. The work is envisaged to be awarded in more than one package to more than one tenderer, as stated in the tender.
  - b. The offer of the MSE(s) is within the band of L-1 + 15 percent and the MSE(s) becomes eligible for Purchase Preference by matching the L-1 offer, after negotiation, if any.
  - c. In case the L1 tenderer is also an MSE, the value of package considered for award to such L1 MSE is less than 25% of the total value of work.
- The MSE(s) eligible for Purchase preference shall be considered for award of contract, in the order of ranking as below:
- a. MSE(s) owned by SC and ST entrepreneurs till the value of package(s) considered for award to MSE(s) (including the L-1 tenderer, if MSE owned by SC and ST entrepreneurs) equals or exceeds 4% of the total value of work.

b. MSE(s) owned by women till the value of package(s) considered for award to MSE(s) (including the L-1 tenderer, if MSE owned by women) equals or exceeds 3% of the total value of work.

c. Other MSE(s) eligible for Purchase Preference till the value of package (s) considered for award to MSE (including the L-1 tenderer, if MSE) equals or exceeds 25% of the total value of work.

The decision of RINL regarding the packages to be considered for award to MSE(s) shall be final and binding. The successful MSE(s) shall ensure that the registration is valid till end of the contract.

d. Payment of bills to the MSE's shall be made 'on or before the date agreed upon' as per the terms & conditions of the contract or within 45days whichever is earlier, from the date of receipt of bill, complete in all respects, by the Engineer in-charge.

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"**

There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission /remuneration

/salary /retainer being paid by them to the agent(s).

Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

### **DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**

Tenderers of Foreign nationality shall furnish the following details in their quotation/bid:

The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

Confirmation of the Tenderer that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

### **DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**

**Tenderers of Indian Nationality shall furnish the following details/certificates in/along with their offers:**

The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).

The amount of commission/remuneration included for tenderer in the price (s) quoted

Confirmation of the foreign supplier/contract Agency of the Tenderer, that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.

In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.

Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in RINL.

1. Sri P K Vijay Kumar
  2. Sri V V R Sastry
  3. Sri Siva Prasad Rao
- (for details please see our website [www.vizagsteel.com](http://www.vizagsteel.com))

### TERMS AND CONDITIONS

1. The loading equipments deployed by the agency should have necessary gate passes, with pollution control certificates, RC books and driving license with equipment fitness certificate from RTA.
2. The agency should deploy following equipments. As the value and volume of the work is very high, ownership of the track mounted crusher is must.

Heavy Earth Moving Machinery specifications are detailed below.

S No	Name of Equipment	Gross Wt (Tons)	Bucket capacity ( Cu.M) / Net carrying capacity in Tons
1	Excavator/proclainer	35	1.0 to 1.2 Cu.M
2	Dumpers 14 tyre	40	30 Tons
3	Pay Loaders	- NA-	2 to 5 Cu.M

3. The agency shall deploy sufficient manpower for smooth operation and maintenance of the loading management.
4. The agency should either own the equipments or can hire them on a Rs 100/ - non-judicial stamp paper duly signed by the equipment owner.
5. The agency shall ensure the accuracy of the load cells installed in the loaders / Material Handlers periodically and must avoid over loading/underloading of slag in the wagons.
6. Once the loaded rake is drawn out for weighment, it will not come back to the loading point for weight correction if any. Loading the correct quantity of slag into the wagons is the prime responsibility of the agency only.
7. The agency shall clean the Railway tracks as and when required i.e., ( before the rake is placed in the yard and after the rake is drawn out from the yard).
8. After the rake is placed in the slag yard, the In-charge BF-SSY issue the wagon placement memo to the loading agency indicating the date, time, number of wagons with tare weight and wagon numbers .The agency shall check the wagon numbers and its condition i.e., the wagon is fit for loading or not. If any damage is observed in the wagons, the agency should not load such damage wagons and the same should be brought to the notice of the In -charge SSY-2.
9. The contractor shall be responsible for detention charges due to his failure to make adequate arrangement for loading the vehicles within a reasonable time. In case of default for timely deliveries, penalty will levied as per the following calculations;

S1		
1	If loading time of the entire rake of 59 boxes is delayed by ONE hour and loading is completed in 9 hours.(8 hours is permissible for loading of 59 boxes without levying any penalty)	6% penalty will be levied on the total amount paid to the agency(total tonnage of slag per rake x rake dispatch rate / ton).



2	If loading time of the entire rake of 59 boxes is delayed by TWO hours and loading is completed within 10 hours. (8 hours is permissible for loading of 59 boxes without levying any penalty)	10% penalty will be levied on the total amount paid to the agency (total tonnage of slag per rake x rake dispatch rate /ton).
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Note: The maximum leviable penalty is 10% only when delay is beyond 10 hours.

The decision of the EIC in this regard is binding and final.

10. In case if the agency loads a sick wagon, no payment will be made to the agency for unloading the slag from the wagon.
11. The loading agency shall arrange to load the wagons as instructed by the In-charge SSY-2. After loading is completed, the date and time of completion of loading should be informed to the In-charge SSY-2.
12. Slag has to be distributed uniformly so that equal load is distributed on the axles of each wagon.
13. The In-charge SSY-2 will inform Traffic Department of RINL for drawing out the loaded wagons for Gross weight at the In-motion weighbridge /SSY-2 weighbridge. The rail documents like F-note and wagons net weights shall be prepared by the In-charge SSY-2.
14. The unloading of sick wagons are to be emptied at the slag storage yard by the agency and must be completed within the free time allowed by Railways irrespective of the number of wagons placed.
15. The agency shall maintain the entire slag yard neat and clean. The entire spilled over slag should be dozed near to the slag heap.
16. The agency shall ensure that no damage occurs to the Railway wagons during the loading process.
17. Agency shall ensure closing of wagon doors that sometimes open during the loading of slag into the wagons.
18. The agency shall obtain the gate passes for the manpower deployed in the job with EIC recommendation and need to comply with the procedural norms set by RINL. The manpower without the EIC recommended passes will not be engaged in the job.
19. The agency shall be responsible for his employees safety and security and other regulations promulgated from time to time.
20. Agency shall impart safety awareness to its workmen.
21. Agency shall produce readily the necessary valid documents for all the equipments deployed on the contract work to the concerned personnel of RINL and CISF on demand.
22. Quantity mentioned above is purely indicative in nature and no claim on RINL shall be entertained on account of lower volumes. These are estimated quantities and projected only to enable the tenderer in arriving at the value of the tender and the approximate facilities required to be provided by him. The Company will not be liable in any way if the actual quantities handled / stored /transported differ from the above and no compensation/ damages can be claimed or liable to be paid by RINL for whatsoever reason and on whatsoever ground, if the actual quantities handled/ stored/ transported differ or vary from or falls short of estimated quantity. Since the quantities shall be subject to wide variation the rates quoted should be self-sustaining.
23. Payment for left out BFG Slag crushed material shall be made on closer of the contract and after dispatch of BFG Slag crushed material.

24. Payment terms: Payment shall be made based on the quantity sold by RINL in a month, which will be derived as per actual Invoices made during a month. However, Bidder needs to arrange the required working capital to facilitate the lead time between crushing and actual dispatch time. In this regard, no claim on RINL what so ever shall be entertained.

25. Escalation:

**BOQ item (2) and (3)** i.e. Road Dispatch and Rail Dispatch

$$P1 = PO (0.60 + 0.10L1/LO + 0.30F1/FO)$$

P1 = Revised rate

PO = Rate as per original schedule of rates

LO = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products, as notified by the Regional Labour Commissioner (Central), Visakhapatnam, Ministry of Labour and Employment, Govt of India, published in the Gazette of India ,applicable on the base date

L1 = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products ,as notified by the Regional Labour Commissioner (Central), Visakhapatnam, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable on 1st April / 1st October every year as the case may be.

FO = Retail selling price of diesel at the nearest diesel filling station of the SSY-2 or at any designated yard run by an agent of any Public Sector Oil Company as on the base date.

F1 = Retail selling price of diesel at the nearest diesel filling station run by an agent of any Public Sector Oil Company on 1st April / 1st October every year as the case may be.

**BOQ item no.1**

$$P1 = PO (0.25 + 0.10L1/LO + 0.50F1/FO+ 0.15W1/W0)$$

P1=Revised rate

PO = Rate as per original schedule of rates

LO = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products, as notified by the Regional Labour Commissioner (Central), Visakhapatnam, Ministry of Labour and Employment, Govt of India, published in the Gazette of India ,applicable on the base date

L1 = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products ,as notified by the Regional Labour Commissioner (Central), Visakhapatnam, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable on 1st April / 1st October every year as the case may be.

FO = Retail selling price of diesel at the nearest diesel filling station of the SSY-2 or at any designated yard run by an agent of any Public Sector Oil Company as on the base date.

F1 = Retail selling price of diesel at the nearest diesel filling station run by an agent of any Public Sector Oil Company on 1st April / 1st October every year as the case may be.

W0 = Whole Sale price index number with base as 100 in 2011-12 series as published RBI of all commodities for the month in which the base date falls.

W1 =Whole Sale price index number with base as 100 in 2011-12 series as published RBI of all commodities for the month April/October every years as the case may be.

**Base date for price variation:** For the purpose of price variation provided in the terms and conditions of contract, the base date shall be the last date for submission of price RFX/Revised price bid (in case of rates settled through negotiations, the base date shall be of confirmation of such rates by the tenderer unless otherwise agreed).

**Revision of rates:** The rates will be revised on the 1<sup>st</sup> April and 1<sup>st</sup> October of every year based on indices prevailing on these dates. The revision will come into effect from 1<sup>st</sup> April/1<sup>st</sup> October for the work on and from these dates.

26. GST clause: The scope of material supply and consumables supply shall be as follows: Materials and consumables to be supplied by RINL: Nil Materials and consumables supplied by the agency: Nil. The deduction of GST shall be done as per the rules prevailing from time to time.
27. Agency shall make its own arrangement for providing office, stores and amenities to its workmen. After completion of the work, the same shall be dismantled by the agency and clear the site area.
28. No claims by the agency on idle charges on any kind shall be entertained by RINL for the deployed equipments.
29. Agency shall comply with all the statutory obligations before the commencement of the work. In addition to the above terms and conditions, the contract shall be governed by SCC&GCC of Works Contracts of RINL.
30. Agency shall ensure the usage of ISI marked regulators, hoses, nozzles, cutting torches, welding holder and cables etc., for cutting and welding works. This must be adhered to strictly.
31. Time is the essence for loading the given wagons of this order. Incase of the workschedule is not adhered to by the Agency, then RINL reserves the right to appoint another Agency to complete the balance job at the risk and cost of the Agency. Any extra cost, thus incurred by RINL, shall be recovered from the Agency.
32. The loading agency shall be held responsible for any loss or damage suffered by the Company due to any negligence/failure or non performance on the part of the agency of any of the provisions of the agreement, the Company reserves the right to recover such losses and damages from the loading agency by adjusting from the loading agency's bills or by encashing the Bank Guarantee furnished by the loading agency. The Company's decision in this regard shall be final, binding and conclusive.
33. By submitting the quotations, the loading agency shall be deemed to have fully familiarized himself with and considered the 'Scope of work', 'Terms and Conditions' and the working conditions under this contract. After the contract is concluded, no claim shall be entertained for enhancement of the rates or what so ever.
34. Welfare allowances viz. Special miscellaneous allowance (SMA) & Additional Special miscellaneous allowance (ASMA) are applicable for this contract.
35. **Arbitration**

If any dispute of any kind whatsoever shall arise between the Parties (i.e.,

the Employer and the Contractor) in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination or the execution of the Work—whether during the progress of the Work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the Parties shall seek to resolve any such dispute or difference by Mutual consultation, failing which, through Conciliation, and if the Conciliation fails then through Arbitration / Commercial Courts as mentioned below.

Parties further agree that following matters shall not be referred to Conciliation or Arbitration / Commercial courts:

i) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the tenderer/ Contractor and/or with any other person involved or connected or dealing with bid / contract / tenderer / contractor.

ii) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision under the provisions of Integrity Pact executed between Employer and the tenderer/ Contractor.

During the pendency of Mutual Consultation, Conciliation or Arbitration / Commercial courts proceedings, both the parties shall continue to perform their Contractual obligations in so far as practicable.

**MUTUAL CONSULTATION:** The Mutual Consultation shall be conducted in the following manner.

(a) The Engineer and the Contractor shall settle the dispute amicably within 15 working days from the date, the dispute has been brought to the notice of the Engineer in writing by the Contractor.

(b) If the dispute is not resolved or partially resolved within the aforesaid 15 working days, then the un-resolved disputes shall be brought to the notice of Dispute Settlement Cell (DSC) of RINL by either of the parties in writing within 7 working days of the lapse of aforesaid 15 working days. DSC will put up the un-resolved disputes to Claims Committee (CC) of RINL. Claims Committee consisting of independent members will look in to the disputes in a fair and transparent manner and give their recommendation with reason based on the documents submitted by the Engineer and the Contractor. The Claims Committee is a neutral body empowered to look in to the issues beyond the contractual provisions. The process of dispute resolution by Claims Committee is as follows.

(c) DSC will put up the un-resolved disputes to Claims Committee within 7 working days from the date of receipt of the same.

(d) The Contractor and the Engineer shall file all the documents sought for by the Claims Committee within the period as intimated by Claims Committee. The Contractor and the Engineer also may be required to be present within 10 days after filing of their documents to explain their case in the Claims Committee. Claims Committee will give its recommendations to both the parties recommending possible terms of settlement within 60 days, from the date the dispute has been brought to the notice of the DSC. If the disputes could not be resolved as per the recommendations of CC or partially resolved within the aforesaid period, the balance un-resolved disputes shall be brought to the notice of DSC by either of the parties in writing.

e) All efforts by either party within the above period of Mutual settlement shall be kept confidential by both the parties. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement, as evidence in any Forum / arbitration or Court

proceeding.

f) The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of Claims Committee proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

g) In exceptional cases if Claims Committee requests for the extension of time with valid reasons, Competent authority of RINL may extend the time for Claims Committee.

(h) The recommendations of Claims Committee are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the Claims Committee recommendation with any modification they may deem fit.

(i) The Contractor and the Engineer shall give their response to DSC within 7 working days from the receipt of Claims Committee Recommendation.

(j) If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on Claims Committee recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of the Contractor is acceptable to RINL, then a settlement agreement will be signed within 10 working days of RINL's acceptance along with the recommendation of Claims Committee.

#### CONCILIATION:-

1. Conciliation through Outside Expert Committee (OEC) will be resorted to in cases as per the following details, where Mutual consultation has failed.

2. Claimant shall give notice for Conciliation. In cases where the Contractor is claimant then the notice shall be given to the DSC as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

Constitution of OEC:- DSC shall process the request for Conciliation.

1. RINL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by RINL and will normally comprise three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and Counter Claims (if any) taken together upto Rs 1 crore. RINL will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.

2. Upon constitution of the OEC, DSC/RINL will issue the appointment letters to OEC members and the parties concerned.

3. The OEC members shall give a declaration of independence and impartiality to both the parties before the commencement of the OEC proceedings.

#### Proceedings before OEC:-

1. The Claimant shall submit its Statement of Claims to OEC members, and copy to the Respondent (i.e., to DSC in case RINL is the Respondent) within 30 days of the issue of the appointment letter.

2. The Respondent shall file its reply and Counter Claims (if any) within 30 days of the receipt of the Statement of Claims.

3. Parties may file their rejoinder/additional documents if any in support of

their claim/Counter Claims within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC

4. OEC will commence its meetings only after completion of the pleadings and in any case not beyond 90 days from its appointment.
5. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
6. The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or external consultant / advisor / agent etc. Ex-officers of (i) RINL as well as (ii) Consultant, who are involved in the subject contract, in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
7. Solicitation or any attempt to bring influence of any kind on either OEC Members or RINL is completely prohibited in Conciliation proceedings and RINL reserves the absolute right to close the Conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
8. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
9. OEC will give full opportunity of hearing to the parties before giving its recommendations.
10. OEC will conclude its proceedings in maximum 5 meetings, and give its recommendations within 60 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement. Competent Authority of RINL may extend the time / number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
11. OEC members will be paid fees and provided facilities (as detailed under para-1 of clause 22.3.4 hereinafter), subject to revision by RINL from time to time and subject to Government guidelines on austerity measures, if any.
12. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Visakhapatnam or any other place, whichever is most economical from the point of view of travel and stay etc.
13. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.
14. Parties are under no obligation to refer a dispute to Conciliation or continue with Conciliation proceedings. Parties are free to terminate the Conciliation proceedings at any stage as provided under section 76(C) or 76 (d) of the Arbitration and Conciliation Act, 1996.

#### Actions after OEC Recommendations:-

1. The recommendations of OEC are non-binding and the parties may decide to

accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.

2. Either of the parties shall give its response to DSC within 7 working days of receipt of OEC Recommendation.

3. If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on OEC recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of Contractor is acceptable to RINL, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time will be signed within 15 working days of RINL's acceptance and the same shall be authenticated by all the OEC Members.

4. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.

5. The parties shall keep confidential

(i) all matters relating to the Conciliation proceedings including minutes of OEC meeting and Recommendations of OEC,

(ii) and shall not rely upon them as evidence in any Forum / arbitration / court proceeding, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,

(iii) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute

(iv) admissions made by the other party in the course of the OEC proceedings;

(v) proposals made by the OEC;

(vi) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

6. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by RINL to Govt, of India or its authorities, if required.

7. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall be applicable to the Conciliation proceedings and the parties and the OEC members shall be bound by the same.

#### Fees and facility to the OEC Members:-

1. Each of the OEC members shall be entitled for the following fees and facilities:

All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings. Each party shall bear their own expenses for attending the OEC meetings including any incidental expenses towards boarding / lodging, travel etc.

SI. No.	Entitlement Fees/ Facility	To be paid by
i	Fees -Rs. 20,000 per meeting subject to	Contractor

	maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations	
ii	Fee for attending meeting to authenticate the settlement agreement -Rs. 10,000	Contractor
iii	Transportation in the city of the meeting by A/c Car as per entitlement or Rs. 2,000 per day	Contractor
iv	Venue for meeting:- RINL conference rooms / UKKU HOUSE / Hotels	RINL
v	Facilities to be provided to the out-stationed member:-	
a	Travel from the city of residence to the city of meeting. Economy class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Economy class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
b	Transport to and fro airport / railway station in the city of residence by A/c Car as per entitlement or Rs. 3,000/-	Contractor
c	Stay for out stationed members - 4 or 5 Star Hotel	RINL
d	Transport in the city of meeting by A/c Car as per entitlement or Rs. 2000 per day	Contractor

2. The final expenses will be shared equally by both the parties.

#### 36 ARBITRATION:-

1. If either the Employer or the Contractor is dissatisfied with the OEC's decision, or if the OEC fails to give a decision within reasonable time i.e., within 90 days from the date of its first meeting, then either the Employer or the Contractor may give notice to the other party, with a copy for information to the OEC of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For all purposes of Arbitration, The Contractor when issue notices to Employer, shall give notice to Dispute Settlement Cell (DSC) of the Employer.

2. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.

3. There shall be no Arbitration for disputes involving claims more than Rs.1 crore in case of Domestic Contractor and more than Rs.10 crore in case of foreign contractor or in Consortium contracts where foreign contractor is a member. Disputes more than Rs 1 Crore and Rs.10 Crore as above shall be adjudicated under the Provision of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time.

4. For a dispute involving claims upto Rs 1 crore in case of Domestic Contractor, in case other party is Claimant, RINL will forward a list containing names of Three persons to the other party for selecting, one from the list, who will be appointed as Sole Arbitrator. In case RINL itself is the Claimant, it shall follow the above



procedure and appoint the Sole Arbitrator. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time.

5. For the purpose of Section 21, the Arbitration Proceeding shall commence only from the date of receipt of request for that dispute to be referred to arbitration is received (Invocation Notice) by the Respondent, complete in all respects as mentioned at para-2 above.

6. The parties agree that they shall appoint only that person as arbitrator who conveys his acceptance to the conditions of this arbitration clause.

7. Parties agree that neither party shall make claim for interest on the disputed claims. Parties further agree that Claim if any made for any such interest shall not be considered and shall be void.

8. The fee payable to the Sole Arbitrator shall be as per rules framed by the Hon'ble High Court in whose territorial jurisdiction the seat of arbitration is situated. In case no rules have been framed, the fee payable may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time. Arbitrator may fix his/her fee keeping the aforesaid schedule as guiding factor within the limits prescribed therein.

9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete.
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. For Sole arbitrator, RINL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

11. The seat of the arbitration shall be Visakhapatnam. The Court/s at Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over all matters of disputes. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language.

12. Parties agree that neither party shall amend or supplement its claims during the course of arbitral proceedings except for withdrawal of the claims made earlier.

13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis, subject to final decision of the Tribunal on Costs if any in the Award.

14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.

15. Wherever the sum of the disputed claim/s made by the Claimant (foreign contractor or in Consortium contracts where foreign contractor is a member) is up to Rs.10Cr, Arbitration proceedings shall be governed by the Rules of International Commercial Arbitration of Indian Council of Arbitration (ICA), New Delhi and shall be by appointment of a Sole Arbitrator from the panel. The venue of the arbitral proceedings shall be either in New Delhi, Mumbai, Chennai, Kolkata, Hyderabad or Visakhapatnam, India and the seat of Arbitration shall be Visakhapatnam, India, for the purpose of jurisdiction of the Court.

16. The arbitral tribunal shall give reasoned Award. The tribunal shall apportion

the cost of arbitration between the parties as at para 13 above.

17. The Award rendered in any arbitration hereunder shall be final and binding upon the parties.

18. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceedings provided for herein and then only to enforce or facilitate the execution of an Award rendered in such arbitration.

37 Disputes between CPSEs inter se and Government Departments etc.:- In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations other than disputes related to taxation, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated.22.5.2018 and any other instructions/guidelines issued from time to time. However, parties agree that before going for the AMRCD mechanism, parties shall seek to resolve any such dispute or difference through aforesaid Mutual consultation and Conciliation process mentioned under 6.1 & 6.2 above.

38 Disputes with MSME:- In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a micro enterprise or small enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be taken up by the Contractor for resolution through Micro and Small Enterprises Facilitation Council as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, in case RINL is the Respondent. However, parties agree that before going for the Micro and Small Enterprises Facilitation Council, parties shall seek to resolve any such dispute or difference through aforesaid Mutual Consultation and Conciliation process mentioned under 35.2 above.

In case RINL is the Claimant, such dispute or difference shall be resolved through clause no. 35.2 above.

Further, In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a Medium enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be resolved through clause no.38 above.

## **Risk & Cost, Termination**

### **Clause-39**

The Company reserves the right to directly employ labour or employ a Contractor at the risk and cost of the Handling Contractor for services referred to in this Contract to meet any emergency if the Company is satisfied that the Handling Contractor is not in a position to render specific service within the period in which services are required after intimating the Handling Contractor through a letter. The company's decision in this regard shall be final and binding on the Handling Contractor.

In the event of the Handling Contractor's failure / default to discharge his duties stipulated in the contract to the satisfaction of the Company by providing sufficient / timely labour / equipment / machinery to do any of the jobs entrusted to him under the Contract or unilaterally terminating the Contract, the Company shall have the right to get the work executed for the balance period of contract by directly employing labour or by employing a Contractor at the risk and cost of the Handling Contractor after giving 2 (two) weeks notice and all additional charges and expenses incurred by the

Company in this behalf shall be recovered from the Handling Contractor. The decision of the Company in this regard shall be final, binding and conclusive.

In such cases, the Handling Contractor shall also be liable for debarring for a period of 2 (two) years. The decision of the Company in this regard shall be final and binding on the parties.

If the Handling Contractor or Handling Contractor Manager or his representatives are found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Company's materials or found to have indulged any other misconduct / malpractice in connection with the contract, the Company may terminate the agreement without any notice and recover losses suffered by the Company on this account. The Company's assessment of such losses shall be final. The termination of the Contract shall be without prejudice to the Company's right against the Handling Contractor under the Contract or under Law. In such cases, the Handling Contractor shall also be liable for debarring for a period of 7 (seven) years. The decision of the Company in this regard shall be final, binding and conclusive.

Without prejudice to the termination clauses elsewhere in the contract, the contract is liable for termination, on account of non compliance of the following conditions of the contract

- i. Deployment of Minimum Number of equipments as stipulated in the NIT.
- ii. Frequent failures in respect of delivery of materials within the delivery period stipulated in the Sales orders / stock transfer orders viz more than 2 occasions in a month will be considered as failure and such failures occurring 3 times in any given year in consecutive months or otherwise shall attract termination.

Adverse feedback received from Customer about the services of the contractor shall also be considered as an input for termination of contract

In the event of the contract being terminated in exercise of the rights reserved under the above clauses, the Handling Contractor shall not be entitled to claim any damages / compensation from the Company on account thereof.

In the event of any amount being adjusted against Security Deposit or PG the Handling Contractor shall immediately thereafter make good the amount so adjusted and on the Handling Contractor's failure to do so the Company shall have the option to terminate this contract.

On termination of the contract for any reason whatsoever, the contractor will have to hand over all company's property and documents to the Engineer in charge and obtain clearance certificate from him before release of the bank guarantee.

Handling contractor shall have to inform RINL immediately in case they are referred to NCLT/NCLAT during pendency of the contract. In case of occurrence of such an event, the Handling Contractor(HC) shall immediately submit equal amounts through DD/Pay order /RTGS/NEFT in lieu of the Bank Guarantees submitted by them. In case, Handling contractor fails to provide the above said cash deposits ,then BGs lying with RINL for financial coverage and security deposit will be encashed and the amount will be kept as respective deposits. All these cash deposits do not carry any interest.

### QUESTIONNIRE

WORKDESC : Loading of BFG slag into the Trucks/Railway wagons

Cond No : Cond Desc

1 The Agency shall visit the site and be satisfied about the site  
Conditions and nature of job. Have you visited (Yes/No)

2 **Whether you are in the possession of valid license for the following  
equipment with crew:-**

S No	Name of Equipment	Gross Wt (Tons)	Bucket capacity ( Cu.M) / Net carrying capacity in Tons
1	Excavator/proclainer	35	1.0 to 1.2 Cu.M
2	Dumpers 14 tyre	40	30 Tons
3	Pay Loaders	- NA-	2 to 5 Cu.M

a. If 'Yes' enclose the documents like RC books, Pollution under control .Road worthiness etc.,

b. If 'no' tie-up on a Rs.100/-Non-Judicial stamp paper with the copies of all documents from the equipment owner for hiring the equipment, to be enclosed.

**3 Are you owned Crusher-Yes**

4 Are you capable of mobilizing the equipments at a short notice for execution of work(Yes/No)

5 Are you prepared to work round the clock to meet the site requirement?  
(Yes/No)

6 Confirm all the other terms, condition and specifications as required and indicated in the tender  
Schedule in Addition to the questionnaire(Yes/No)

7 Please confirm whether you are ever debarred by any Govt.(or)Public sector undertaking.(YES/NO)  
If yes ,please indicate the details

8 You should follow the instruction given by Engineer-in-charge and the site engineer(Agree/Not Agree )

**9 Condition numbers 2&3 mentioned above are FATAL clauses. Agencies not confirming to this clauses are liable for rejection.**

Note: Time is the essence for loading the given wagon.

## SPECIAL CONDITIONS OF CONTRACT

1. GENERAL: The special conditions of the contract (SCC) are complementary to and shall be read in conjunction with General Conditions of Contract (GCC) of RINL for works contracts. Scope of work, Bill of Quantities and other documents form part of the Tender Documents. In case of any conflict of meaning between SCC & GCC, provisions of SCC shall over ride the Provisions of GCC.

2. Visakhapatnam Steel Plant reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be awarded to one of the Tenderers or to more than one tenderer.

3. The contract shall be treated as having been entered into from the date of issue of the letter of intent/work order to the successful tenderer, unless otherwise specified.

4. WATER, POWER AND COMPRESSED AIR: Unless otherwise specified to the contrary in the tender schedule, the contractor is entitled to use in the work such supplies of water, power and compressed air (Basing on availability) from RINL's sources from approved tapping points, on chargeable basis. In case of power, rates applicable as per APEPDCL H.T Category. However water will be supplied for drinking purpose for free of cost. The contractor shall make his own arrangement for drawing the same to the work spot.

5. The successful tenderer shall produce GST Registration Certificate under GST Act, before signing the Work Order / Letter of Acceptance and submit a copy of the same. If the agency is unregistered / composition scheme declaration shall be submitted.

6. Immediately on receipt of work order, the successful tenderer shall obtain and submit the following documents to the Engineer with a copy to ZPE/Manager (Pers)/CLC before start of work.

a(i) ESI registration certificate with the contractor's Code no. covering all the workmen under ESI Scheme, which shall be effective from the date of start of contract and cover for the entire period of contract including extended period/defect liability period, if any.

a(ii) Insurance policy for payment of ex gratia amount of Rs.5,00,000/- (Rupees Five lakhs only) per head in case of fatal accidents while on duty, to the contract labour engaged by him in addition to the coverage under ESI Scheme / Workmen Compensation Insurance Policy whichever is applicable. As and when a fatal accident takes place while on duty along with the benefits under the ESI Scheme / Workmen Compensation, whichever is applicable, the contractor is required to pay the ex-gratia amount within 30 (Thirty) days from the date of accident to the legal heir of the deceased. In case of any delay in paying the ex-gratia amount as above, the Employer has the right to pay such amount directly to the legal heir of the deceased and recover the same from the contractor's running / future bills. This insurance policy is to be taken by the contractor over and above the provisions

specified under Clause No. 6.13 (Third Party) and 6.14 (ESI Act) of the General Conditions of Contract.

a(iii) Copy of the policy for third party insurance as stipulated in Clause 6.13 of the GCC.

b) Labour License obtained from Assistant Labour Commissioner (Central), Visakhapatnam.

c) PF Registration Certificate issued by PF Authorities

d) Safety clearance from Safety Engineering Department of RINL.

7. The contractor shall submit wage records, work commencement/completion certificate etc. and obtain necessary clearance from Contract Labour Cell of RINL for bills clearance.

8. The contractor shall ensure strict compliance with provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them. The contractor is also required to indemnify the employer against any loss or claim or penalties or damages whatsoever resulting out of non-compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under. A copy of the provident fund membership certificate/PF CODE number shall be submitted by the contractor.

9. The contractor shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

10. a) Total amount quoted shall be inclusive of all taxes, levies, duties, royalties, overheads and the like but excluding GST prevailing as on the date of submission of bids.

b) During the operation of the contract if any new taxes/duties/levies etc are imposed or rates undergo changes, as notified by the Government and become applicable to the subject works, the same shall be reimbursed by RINL on production of documentary evidence in respect of the payment of the same. Similarly benefits accruing to agency on account of withdrawal/reduction in any existing taxes and duties shall be passed on to RINL.

c) Supplier of Services / Goods shall comply with the GST provision as prescribed. In case of failure to comply with the GST provision by the Supplier thereby RINL could not obtain GST-ITC or ITC is reversed with interest at a later date the equivalent amount of ITC lost including interest paid, if any, to GST Authorities shall be recovered from the immediate payment due to the supplier of service.

d) The prices are exclusive of GST. RINL-RINL will pay GST as

applicable on submission of Tax Invoices in accordance with Rule 46 of GST Rule 2017.

The contractor will be paid GST by RINL-RINL along with monthly RA bills. The contractor will, in turn, submit the documentary evidence in support of payment of GST of each month along with subsequent month RA Bills.

The Supplier/Contractor shall upload the details of Invoices issued by him in the monthly return (GSTR-1) of the month in which Tax Invoices are raised to enable RINL to claim Input Tax Credit under GST. Otherwise, Payment of GST will not be made.

11. **ADVANCE:** No advance of any sort will be given by RINL.

12. **PAYMENT TERMS:** Payment will be made monthly on recommendations of the Engineer basing on the quantities executed, at accepted rates. In case of MSME successful bidders, performance security amount shall be deducted at the rate of 1.18% of monthly RA bills in lieu of submission of BG amount.

13. **MEASUREMENTS:** The contractor shall take measurements jointly with the Engineer or his representative and keep joint records for the same. Bills shall be prepared and submitted by the contractor basing on agreed measurements.

14. **Bank Details-for payment of security deposit/performance guarantee**

BANK ACCOUNT NO:	506101010033886
NAME	RASHTRIYA ISPAT NIGAM LIMITED
BANK NAME	Union bank of India
IFSC CODE	UBIN 0550612
ADDRESS	Dwaraka Nagar branch, Mohan mansion ,1st FLOOR,4 <sup>TH</sup> LANE, Dwaraka Nagar,Visakhapatnam

15. **Recovery of income tax at source will be made from contractor's bill and deposited with Income Tax Department as per rules. Recovery of sales tax applicable shall be made from the contractor's bills.**

16 **SAFETY:**

- a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure

that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All the safety appliances required for safe working as decided by SED/Contract operating department shall be provided by the contractor to his workmen.
- e) Clearance to start the job will be obtained by the contractor in form 'A&B' before start of work. The forms may be obtained from the dept. concerned.
- f) Works at height cannot be started without clearance from Zonal Safety Officer. The workers engaged for work at height shall possess height pass from SED. The names of workmen working at height or in hazardous areas will be written on the body of form "B".
- g) Contravention of any safety regulation of RINL in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination.

The list of safety violations by Contractor category wise are as follows:

I. Category-I of Safety Violations:

Penalty amount: First offence Rs.1000/-, 2<sup>nd</sup> or subsequent offences Rs.2000/-For Works / Non-works.

Penalty amount: First offence Rs.1000/-, 2<sup>nd</sup> or subsequent offences Rs.2000/-For Projects



(1)Not wearing crash helmet while riding Two-Wheeler in plant premises.

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

Penalty amount: Rs.3000/- - For Works / Non-works.

Penalty amount: Rs.5000/- - For Projects

A. HEIGHT:

- (1) Height Pass not made / not available;
- (2) Unauthorized entry at height / hazardous locations;
- (3) Fall arrester not provided / used;
- (4) Horizontal life line / guide rope not provided for anchoring full body safety harness.

B. EXCAVATION:

- (1) Proper ladder/steps not provided for descending / ascending;
- (2) Shutting not done (below 2 mts. Level) of excavation;
- (3) Overhanging burden in pit not removed in excavation;
- (4) Excavated materials left near the edge of the pit.

C. ELECTRICAL:

- (1) Power cable clamped with G. I. Wires to post / pillar;
- (2) Power cables tied on reinforce rod / structure without proper insulation;
- (3) Loose connection taken from sockets without proper plug;
- (4) Taking shelter behind electrical panel;
- (5) Power cables / electrical wires lying on ground in hap-hazard manner;
- (6) Source of supply / danger board not displayed on the electrical equipment;
- (7) Electrical Control Post not provided with Barricade / Shelter / Canopy;
- (8) Cables used having many joints;
- (9) Earthing not provided on Electrical Equipments;
- (10) ELCB not installed.

D. MATERIAL HANDLING:

- (1) Use of damaged slings / tools / ropes;
- (2) Fitness certificate of cranes / hydras / heavy vehicles not available;
- (3) Crane rope conditions not ok;
- (4) Rope of crane not clamped properly;
- (5) Guy ropes not used during shifting of materials.

E. GAS CUTTING:

- (1) Rolling / lifting of cylinders (without cage);
- (2) Gas cutting without required PPEs;
- (3) Gas hose pipe clamping done by wires;
- (4) Usage of LPG Cylinder beyond date of expiry;

- (5) Wet bags / covers not put on gas cylinder;
- (6) Loading / Unloading of cylinder - cushion not given.
- (7) Condition of hose pipe not good;
- (8) Working with leaking cylinder;
- (9) Flash Back Arrester not provided at Torch / Cylinder ends;
- (10) Colour coding of gas cutting of hoses not followed.

F. ARC WELDING:

- (1) Welding with non-standard holder
- (2) Welding machine earthing not done (Double body earthing;
- (3) Using improper welding cable;
- (4) Welding cables used with many joints;
- (5) Lugs not provided for connecting cables to welding machines;
- (6) Local isolation switch not provided on welding machines.

G. PPEs:

- (1) Non usage of PPEs at site such as Safety Helmet, Shoes, Goggles, Hand Gloves, Face Shields etc., as per requirement.

H. VEHICLE:

- (1) Driving of heavy vehicles on the main road during restricted hours & restricted routes;
- (2) Parking at unauthorized place;
- (3) Using of truck with damaged body;
- (4) Dropping / Spillage of material on the road;
- (5) No number plate on vehicle;
- (6) No head light / signal lights / brake light / horn / reverse horn on the vehicle;
- (7) Types of vehicle having patching / bolting;
- (8) Violation of approved speed limits during plying on the road;
- (9) No front / rear wheel guards on Hydra;
- (10) Un-authorized dumping of material;
- (11) Driving license not available / in-valid;
- (12) Driving of two wheeler carrying more than one pillion rider;
- (13) Driving dangerously;
- (14) Overloading of vehicles;
- (15) Talking on cell phone while driving;
- (16) Vehicles transporting loads without tying / securing of loads / sto protruding out of the truck body / without red flags / red lights, side guards, donnage;
- (17) Drunk & driving;
- (18) Non availability of reverse horn of moving equipment;

- (19) Using hydra for material transportation on roads;
- (20) Marching of hydra without signal man & red flags;
- (21) Using trucks for transportation of persons.

I. PERMITS:

- (1) Working without work permit / shut down
- (2) Not putting red flags / stopper
- (3) Dismantling of structure without authorized plan
- (4) Unauthorized oxygen tapping
- (5) Working on RINL installations without permission
- (6) Critical / heavy erection of structures without authorized plan.

J. GENERAL:

- (1) Not having proper gate passes / other area passes
- (2) Not reporting of accident
- (3) Hand grinders / mixer machines without guard
- (4) Make-shift arrangement for job execution
- (5) Engaging workers without safety training
- (6) Using of defective tools
- (7) Unauthorized operation of equipment

K. STATUTORY RECORDS:

- (1) Safe Working Load (SWL) Certificates of lifting machines / equipments not valid / not available / details not displayed on the equipment
- (2) Valid Test Certificates of Electrical Hand Gloves / Full Body harness not available
- (3) Eye examination records of vehicle / crane operators not available
- (4) Electrical Authorization not available
- (5) Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate.

III. Minor subsequent - Repetition of safety violations as detailed under Category - Ii above

Penalty amount: 1<sup>st</sup> repetition of violation Rs.12,000/-, 2<sup>nd</sup> repetition of violation onwards Rs.24,000/- - For Works / Non-Works

Penalty amount: 1<sup>st</sup> repetition of violation Rs.15,000/-, 2<sup>nd</sup> repetition of violation onwards Rs.25,000/- - For Projects

IV. Category - IV of Safety Violations (Major Violations)

Penalty amount: Rs.20,000/- - For Works / Non-Works

Penalty amount: Rs.40,000/- - For Projects

HEIGHT:

- (1) Using bamboo / or other non-standard material for scaffolding
- (2) Railing not given at platforms or opening of floor
- (3) Scaffolding planks not tied
- (4) Throwing / dropping of material from height
- (5) Proper ladder / approach not given for working at height
- (6) Full body harness (FBH) not wearing
- (7) Lifeline of FBH not anchoring
- (8) Floor opening left unguarded in the area of work
- (9) Working at roof without daily permit
- (10) Walkway / cross over path not provided

EXCAVATION:

- (1) No barricading of excavated pits

ELECTRICAL:

- (1) Unauthorized working on electrical equipment

VEHICLE:

- (1) Sleeping under truck

ARC WELDING:

- (1) Welding screen not used

GENERAL:

- (1) Absence of Supervisor at work site
- (2) Leaving loose sheets on the roof tops

V. Fatal Accidents / Permanent disability

Penalty amount: 20% of contract value subjected to Min. Rs.1.00 lakh and Max. Rs.5.00 lakhs or banning of business dealing or both. - For Works / Non-Works

Penalty amount: 10% of contract value subjected to Min. Rs.5.00 lakhs and Max. Rs.10.00 lakhs or banning of business dealing or both. - For Projects

Note:

- 1) Any other violation which is not listed above having potential to endanger human life / Property shall be liable for penalty under any of the categories listed above.
- 2) Independent of the above, the contractor shall be debarred from taking up further contractual work in RINL in case any repeated fatal accident after 3<sup>rd</sup> incident for the reasonable attributable to Contractor.
- 3) The Safety violations have been classified into five categories (I to V). Without prejudice to the right conferred by the Clause No. 16(g) of Special Conditions of Contract for stoppage of work for violation of safety rules, the contractor shall be

liable for penalty at the rates as indicated depending upon the category of violation.

- 4) The penalties mentioned above are in addition to those which are applicable as per the Statutory Acts & Rules. In case of any imposed penalty by any Statutory Authority, the same shall be over and above the contractual clauses.
- 5) The above penalties related to the accidents mentioned at Category-V will be imposed on agency in case the reasons to the accidents are attributable to the agency.

#### AUTHORITY FOR IMPOSING PENALTIES:

- 1) Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by Engineer Incharge based on the findings by the designated officer of SED / Departmental Safety Officer / Zonal / Project Safety Officer / Operating Authority, a copy of the penalty imposition .
- 2) Penalty to the violations falling under the Categories (IV) & (V) will be imposed by the Engineer Incharge, based on the recommendation of Head of SED in consultation with the Head of Operating Department.
- 3) The penalty amount shall be recoverable from any bill and / or EMD / SD of the contractor without any further reference to him.
- 4) For violations falling under the Category (V), besides penalty action for banning of business dealings with the contractor will be initiated, if recommended by the committee for enquiring into fatal cases.
- 5) "The contractor shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon/synthetic dress. This is required to avoid any fire accident. This must be followed strictly".

#### 19. SHUT DOWNS:

- A) Necessary shutdowns will be arranged by RINL to the contractor for carrying out the work based on requirement. No claims on account of delayed/prolonged shutdown will be entertained.
- B) The works assigned to the contractor by the Engineer from time to time shall be completed within the time schedule fixed by the Engineer in each case, within the approved shut down period.

#### 20. LABOUR DEPLOYMENT:

**A) The contractor shall deploy his labour as per requirement and as instructed by the Engineer. It may be necessary to carry out the work round the clock based on requirement and shutdown provided. The contractor's rate shall cover such eventualities.**

**B) Only trained, experienced, safety inducted workers acceptable to the Engineer shall be engaged on this work, work shall be executed as per specifications to the**

satisfaction of the Engineer.

C) As and when need arises in the Annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time, the contractor shall ensure that Displaced Persons (DPs) are engaged in unskilled category of workers to the extent of 50% (fifty percent). The contractor shall contract the Engineer-in-charge for this purpose.

D) "As and when need arises in the annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time in semi-skilled category, the contractor shall ensure the minimum qualification of ITI in the relevant field for such semi-skilled category of workers. The contractor will also ensure to engage 50% (Fifty percent) of such semi skilled vacancies from Displaced Persons (DPs) category. The contractor shall contact the Engineer-in-charge (EIC) for this purpose".

E) The Contractor shall engage contract worker(s) who do not have any adverse record with respect to his character in the past. For this purpose, the character and antecedents of the proposed worker(s) whom the Contractor intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker(s) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.

21. SECURITY REGULATIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.

22. STORING/STACKING OF MATERIALS: Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.

23. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.

24. After completion of work activity, the site has to be cleared of all debris, construction material and the like.

25. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.

26. NOTICES: Any notice to be given to the contractor under terms of the contract shall be considered duly served, if the same has been delivered to, left for or posted by registered post to the contractors principal place of business (or in the event of the contractor being a company, its registered office), at the site or to their last known address.

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

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

28. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of relevant documents enclosed along with pre-qualification documents or afterwards, after opening of the Price Bids.

29. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/Experience/Qualification any other documents etc., submitted earlier would result in disqualification and forfeiture of SD & PS and also liable for debarring from participation in RINL tenders.

30. If it comes to the notice of RINL 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 tenders for a period of 05 (FIVE) YEARS including termination of Contract, if awarded. EMD, Security Deposit, PS etc., if any, will be forfeited. The Contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of E.M.D., Security Deposit & PS, if any, and recovery of risk and cost charges etc. Decision of V.S.P. Management will be final and binding.

31. Failure to execute the work after LOI/WORK ORDER is given, will make the party liable for debarring for a period of 2 (TWO) YEARS.

32. In case it is found before/after award of work to the person/agency through Limited Tender Enquiry (LTE) that the same person/agency is proprietor/proprietress/partner of two or more separate agencies and quoted for the same work, then punitive action to the extent of debarring up to 02 (Two) years from participating in RINL tenders will be taken.

33. In case the Tenderers revoke/withdraw/cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant(RINL) or in the event of RINL accepting their tender and fail to deposit the required security money, execute the Agreement and fail to start the work within reasonable time (to be determined by the Engineer) after written acceptance of their tender - SD & PS submitted by them will be forfeited by RINL

34. Contractor shall note that:

i) Time for mobilization after issue of FAX Letter of Intent/detailed Letter of Intent / Work

Order shall be;

a. 03 (Three) days for Capital Repairs

b. 15 days for Civil Works

c. 60 days for painting works of Structural Engineering Department

d. 07 (Seven) days for Annual Mechanical, Electrical and works of technological assistance/cleaning.

ii) Re-starting the work after disruption shall be within 04 (Four) to 06 (Six) hours after the cause of disruption is removed as decided by the HOD.

iii) Notice period for Contract Termination shall be - 03 (Three) hours in the event of breakdowns, 02 (Two) days in Capital Repairs and 10 days in other works.

Failure to adhere to above stipulations may result in Termination of contract at risk & cost and will make the party liable for debarring for a period o 2 (Two) years

35. Agencies are required to submit Bank Guarantee for the value as decided by the Engineer as a Security while taking out Equipment/Components/materials of RINL to their workshop situated outside the RINL premises for carrying out repairs.

36. PAYMENT OF MINIMUM WAGES:

Wages paid to the workmen by the contractor should not be less than the rates notified by the Regional Labour Commissioner (Central), Hyderabad, from time to time with regard to the minimum wages applicable to the respective categories of workmen plus the ad-hoc amount at the rate of Rs.11.54ps as per working day per workman per category. Wages with ad-hoc amount to the workmen should be paid on or before the 7th of the subsequent month. if 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the employer's (in this case contractor) and employee's (in this case workmen employed by the contractor) contributions should be deposited in the bank in the permanent PF code number and challan obtained before the 15<sup>th</sup> of the subsequent month and forwarded to the Engineer". In case of failure of the contractor to comply with any of the above, the following action will be taken by RINL.

1a) Lapse -----Payment of wages at rates less than those notified under the minimum wages.

Action by RINL -----An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the engineer.

b) Lapse -----Non payment of adhoc amount

Action by RINL -----An amount equivalent to actual payable towards adhoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engr.

2) Lapse -----Non payment of wages

Action by RINL -----An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer.

3) Lapse -----Non payment of PF

Action by RINL -----Recovery of PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of ERP & MP Act and Rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of contractor as certified by Engineer.

4) Lapse -----Delayed payment of PF

Action by RINL ----- An amount equivalent to maximum penalty leviable by Regional provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and rules for delayed remittance of PF contributions (both the employee's and employer's contribution), shall be recovered from the bills of the contractor as certified by Engineer.

The contractor shall have to pay WELFARE ALLOWANCE (earlier known as SMA, ASMA)



towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc @ Rs.80.76ps per day of actual attendance of each worker deployed in the contract not exceeding Rs.2100/- per month in addition to the wages as indicated in the minimum wages clause of Special Conditions of Contract . The contractor will submit his claim with proof of such payment made in this connection in the RA Bill and the same amount will be reimbursed/paid to him.

It may be noted that the payment of WELFARE ALLOWANCE is towards the expenditure incurred by the contract labour towards Fuel Charge, Coconut Water Allowance, Washing Allowance, Food/Milk/Tiffin Allowance.

The contractor is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by RINL on this account.

As regards applicability of payment of WELFARE ALLOWANCE, the contractor may refer NIT/Terms & Conditions of the contract in this regard.

37. (a) Penalty for delayed payment / non-payment of wages:

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

(b) Payment of wages through banks:

The contractor shall pay wages not less than the minimum wages notified by the appropriate Government from time to time to the workers deployed by him. The payment shall be made on the due dates either by way of crossed cheques or crediting the wages to the bank accounts of the concerned contract workers. Proof of such payment shall be submitted by the contractor to the Engineer Incharge by 10th of the subsequent calendar month.

38. The contract period can be extended at the discretion of V.S.P. up to 04 (Four) months at the existing Rates, Terms and conditions and the Contractor shall be bound to execute the work accordingly and the offer of the Contractor is deemed to include this aspect.

39. The tenderers shall note that in case of quoting above the Estimated Value of V.S.P. the L-1 party shall furnish logical / satisfactory explanation which V.S.P. may seek if felt necessary for quoting such high rates. If the explanation offered by the L-1 party is not acceptable to V.S.P., the L-1 party may be recommended for disqualification while retendering the work.

40. The contractor should clearly understand and comply with the Factories Act 1948 and relieve the FEMALE WORKERS from their work site within the restricted working hours prescribed the rein under section 66(b).

41. The following deductions per workman deployed category-wise shall be made from the bills/amounts due to the contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:

S No	Component	Recovery amount per labour Per every WORKING DAY (in Rs.)			To be released when
		UN- SKILLED	SEMI- SKILLED	SKILLED	
1	Retrenchment compensation	Rs.23.13ps	Rs.26.13ps	Rs.30.63ps	After the Contractor makes payment to the workmen in the presence of <b>Engineer I/C and CLC representatives</b> , a certificate to this effect is to be enclosed with pre-final bill. ( <b>to be paid with pre-final bill</b> )
2	Leave with wages	Rs.28.46ps	Rs.32.16ps	Rs.37.70ps	
Sub-total		Rs.51.59ps	Rs.58.29ps	Rs.68.33ps	
3	Bonus	Rs.46.23ps	Rs.52.24ps	Rs.61.24ps	After the Contractor makes payment to the workmen in the presence of <b>Engineer I/C and CLC representatives</b> , a certificate to this effect is to be enclosed with RA bill / pre-final bill. ( <b>to be paid with RA bill / pre-final bills and when paid by the Contractor</b> )
Grand total		Rs.97.82ps	Rs.110.53ps	Rs.129.57ps	
10% towards profit and overheads of Contractor		Rs.9.78ps	Rs.11.05ps	Rs.12.96ps	
Total recovery amount		Rs.107.60ps	Rs.121.58ps	Rs.142.53ps	

**Note:**

- i. The above recovery rates are effective from 01/04/2021. In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for workmen category-wise will be revised by RINL/VSP and will be notified accordingly.
- ii. Payment against the above component is to be made to the workmen based on effective wages of last drawn pay.
- ii. The contractor shall have to pay the Terminal Benefits like Notice pay (if notice is not served by the contractor to the workman as per statutory requirements),

Retrenchment compensation, Annual leave with wages and bonus to the contract labour as per statutory provisions applicable to them at the end of the work order or extension of contract, if any and as the case may be, through Bank and submit the proof there off or the release of Pre-Final/Final Bill by RINL to the contractor, failing which it will be deemed that the contractor had not paid the dues to the contract labour and RINL will release the terminal benefits payable to the contract labour engaged by the contractor by defraying the same from the amount recovered by and available with it towards the terminal benefits from the bills of the contractor and any other sums of the contractor available with the RINL, further the contractor will be debarred for a period of one year from participating in any of the RINL's future tenders from the date of the order.

#### 42. PAYMENT MODE FOR BILL AMOUNTS:

Effective wages of last drawn pay.

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

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

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

Direct Credit: Suppliers opting for this system may open Bank accounts with anyone of the following banks.

i) State Bank of India - Steel Plant Branch  
ii) Canara Bank - Steel Plant Branch  
iii) Bank of Baroda - Steel Plant Branch  
iv) State Bank of Hyderabad - Steel Plant Township Branch  
v) Andhra Bank - Steel Plant Township Branch  
vi) UCO Bank - Steel Plant Township Branch  
vii) IDBI - Visakhapatnam Branch

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

(1) Vendor Code :  
(2) Option: RTGS / EFT  
(3) Beneficiary Details  
a) Name of Beneficiary (Max.35 characters):  
b) Bank Name (Max. 35 characters):  
c) Branch Name (Max. 35 characters):  
d) Account Number (Max. 35 characters):  
e) Account type (Max. 35 characters) :  
(Savings / Current / Overdraft) [Mention Code No. also]  
f) Beneficiary Bank's IFSC Code (Max. 11 characters):  
(For RTGS Mode only)

g) Beneficiary Bank's MICR Code (Max.09 characters):

(For EFT Mode only)

(Signature of the Party / Contractor)

Name:

Desgn:

**CERTIFICATE**

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank :

The contractor has to submit their bank account details in RINL format duly certified by Concerned Bank Manager for the purpose of making electronic payment before submission of First Running Account Bill, failing which the bill will not be processed.

42.4. The Successful tenderer is required to give an undertaking to the Finance Department of RINL that the payment made by RINL/ RINL of any sum due to him by directly remitting the same in his bank, the address and the number of which is to be furnished, shall be in full discharge of the particular bill raised by him, and that he shall not have any claim in respect of the same".

42.5 In respect of payment made through Electronic Fund Transfer mechanism or Direct Credit to the supplier's/contractor's bank account, the supplier/contractor/receiver should intimate discrepancies, if any, within 10 days from the date of dispatch of intimation letter of payment to them to Finance Department of RINL failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 days.

**43. CLAUSES CONCERNING INPUT TAX CREDIT (ITC) AGAINST GST:**

a) The successful tenderer shall take necessary steps to comply with the rules and provisions of GST law facilitating RINL to avail ITC.

b) Price condition: Tenderers shall quote the price of the goods or services excluding GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice.

In case tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition.

**Evaluation criteria:**

1. In case of supply of goods or services on which RINL / RINL is eligible to avail GST input tax credit, evaluation of tender shall be on the basis of landed cost excluding GST.

2. In case of supply of goods or services on which the employer (RINL/VSP) is not eligible to avail GST input tax credit, the applicable GST payable by RINL/VSP (incase of unregistered taxable supplies) or GST to be charged by the registered taxable supplier as applicable, shall be added to the landed cost for evaluation purposes.

C) The tax invoice raised by the Contractor should clearly mention RINL as the recipient. It should be ensured that material has been delivered along with the duplicate for transporter copy of the tax invoice, based on which Input Tax Credit is to be claimed.

d) The duty paying documents shall be submitted as soon as the material is procured by the agency for incorporation in the work. In case the material is supplied from a third party, it should be backed up with a GST Tax Invoice from Contractor.

e) Material once received in to the factory would not be allowed to go outside the factory premises for any reason. Excess/Rejected material will be allowed to be taken back after complying with the provisions of GST Act.

43.1 Vendor/Supplier/Contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.

In case of Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor, including but not limited to non-payment of GST charged and recovered, non generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the vendor/supplier/contractor or from security deposit or any other amount available in the same contract or in other contracts including future contracts.

If any tax has been paid by the vendor/supplier/contractor in pursuance of any demand on account of suppression, fraud or willful misstatements of facts, then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

44. RINL reserves the right to reject the offers of tenderers whose performance is poor in awarded /ongoing works if any.

45. If the tenderer's quoted price appears to be abnormally low, the Tender Committee may seek written clarification from the bidder to demonstrate his capabilities to deliver the contract at offered price. In case the Tender Committee is not satisfied with the tenderer's clarifications, the proposal/bid may be rejected. Such tenderer may be recommended for disqualification from participating while retendering the subject work.

46. TDS under GST Laws, if applicable, shall be deducted from contractor's bills at applicable rates and a certificate as per rules, for the tax so deducted shall be issued to the contractor

**ANNEXURE- 1**

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF EXECUTING BANK)

**SECURITY DEPOSIT  
(FROM A SCHEDULE BANK)**

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:

Ref: RINL's Letter of Acceptance Ref No:

**For Excavation, pooling, stacking, crushing and despatch of BFG Slag by Rail& Road  
INSIDE VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM**

Subject: **SECURITY DEPOSIT**

To

Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam- 530031

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP) and also having yard situated inside Visakhapatnam steel plant, Visakhapatnam viz at SSY-2 inside Visakhapatnam steel plant, Visakhapatnam (hereinafter called the Company) having agreed to accept this Bond towards the Security for the due performance of all the obligation contained under the terms and conditions of the contract awarded vide Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the said Agreement') made between the Company and M/s \_\_\_\_\_

\_\_\_\_\_ (hereinafter called 'the Handling Contractor') for Handling of slag of RINL at SSY-2 inside Visakhapatnam steel plant, Visakhapatnam covered under the said agreement as a guarantee for the security of materials dispatched to the said Handling Contractor in terms of the said agreement as also for the due fulfillment of all the terms and conditions contained in the said agreement, on furnishing of a Bank Guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_

(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 .....only) 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 Handling Contractor of any of the terms and conditions contained in the said agreement and in the event

the Handling 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.....only) 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 Handling Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Handling 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 from you 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.....only) 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 amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Handling Contractor after the Handling 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 Handling 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 Handling Contractor or to postpone for any time or from time to time any of your rights or powers against Handling Contractor and either to enforce or forbear 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 Handling Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Handling Contractor or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto 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 .....only) as aforesaid or extend the period of Guarantee beyond the said day of ..... 20..... 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 Handling 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 Handling 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 Handling Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of 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 Handling 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 un cancelled 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 Handling Contractor or us nor shall it be effected 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 Handling 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 Handling Contractor at any time or when proceedings are taken against us hereunder be outstanding or realized.
13. 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 --- (mention the name and address of the Branch ) at VISAKHAPATNAM 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:  
  
\_\_\_\_\_  
\_\_\_\_\_

Yours faithfully,



**Annexure-II**

**PERFORMOMANCE SECURITY**

**(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF EXECUTING BANK)**

**(FROM A SCHEDULE BANK)**

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:

Ref: RINL's Letter of Acceptance Ref No:

**For Excavation, pooling, stacking, crushing and dispatch of BFG Slag by Rail& Road  
INSIDE VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM**

Subject: PERFORMANCE SECURITY

To  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam- 530031

1. In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP) and also having yard situated inside Visakhapatnam steel plant, Visakhapatnam viz at SSY-2 inside Visakhapatnam steel plant, Visakhapatnam (hereinafter called the Company) having agreed to accept this Guarantee towards the security for the due performance of all the obligation contained in the Letter of Acceptance dated ..... (hereinafter called the "said Contract", which expression shall include any formal agreement entered into subsequent thereto or in supersession thereof and all modification to and amendments in the said agreement) made between the Company and M/s. ....(hereinafter called the "Contractor")for Handling of slag at the SSY-2 situated inside the plant at Visakhapatnam under the said Contract, we.....(Name of the Bank) (hereinafter referred to as the 'said Bank') do hereby undertake to pay the Company an amount not exceeding Rs..... (Rupees..... only) against the Contractor's failure and/or non observance and/or breach(s) of any of its obligations and/or the terms and conditions contained in the contract dated .....

2. We ..... (Name of the Bank) do hereby undertake to pay the amount (s) due and payable under this Guarantee to the extent of Rs. (Rupees ..... ) only without any demur or protest, merely on receipt of a demand from the Company stating that the said Contractor has failed to fulfill and / or observe and/or committed breach (es) of the obligations as stipulated in the Contract dated ..... and the amount claimed is due and payable to the Company by the said Contractor on account thereof. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount under this Guarantee subject to the ceiling limit of Rs..... lacs (Rupees ..... only) as referred to above and this

Guarantee shall not become in fructuous or invalid because of the partial payment or payments made by us to the Company pursuant to the demand or demands made by the Company upon us for payment from time to time. It is further affirmed that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee. It is also agreed and affirmed that the Company shall be the sole judge as to whether the said Contractor has failed to observe / fulfill / any or all the obligations contained in the Contract dt ..... referred to above, and/or committed any breach or breaches in respect thereof as also

the amount become due and payable by the Contractor on account therefore, and such decision of the Company shall be final and binding upon us. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... lakhs (Rupees ..... lacs only).

3. We the said Bank, further agree that this Guarantee shall remain in full force and effect until the said Contractor fulfills all the obligations under the contract dated ..... in due performance thereof and that it shall continue to be enforceable for the period that would be taken for satisfactory performance and fulfillments in all respects of all obligations under the Contract dated..... and that it shall continue to be enforceable till any notice of no claim is given by the Company.

4. We, the said Bank, further agree that the Company has the fullest liberty without affecting in any manner our obligations herein to vary any of the terms and conditions of the said Contract dated ..... and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved of our liability under this Guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or commission on the part of the Company.

5. We .....(name of the Bank) state and affirm that this Guarantee will be valid and effective for a period of six years from the date of issue and we further agree that the guarantee herein contained shall not be affected by any change in the Constitution of the said Contractor.

6. 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 --- (mention the name and address of the Branch ) at VISAKHAPATNAM and they shall honour such demand in any case not later than next working day.

7. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/ Higher Authority as per the name & address mentioned below:

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

Yours faithfully,

Dated: .....day of..... (month) ..... (year)

Signature of Authorized Official

Name:

Designation:

**Annexure - III**

**BID SECURITY DECLARATION**

**(Dated :dd-mm-yyyy)**

Tender no / RFxNo : 2400000      dtd              /2021

I / We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration "as follows:

I/ We accept that , I /We will automatically be debarred from participation in all future tenders of RINL for a period of three ( 3) years and also already submitted bids ( if any) shall not be considered for further evaluation, in case of any of the following:

- a) If I /we withdraw / modify our bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

- b) Having been notified of the acceptance of our bid by RINL, during the period of bid validity, if I /We
  - (i) Fail or refuse to execute the Contract. (or)
  - (ii) Fail or refuse to furnish the Performance Security, as stipulated in the Tender Document / work Order / Letter of Acceptance / Purchase Order.

*[Signature ]*

In the capacity of :

*[Legal capacity of person signing the Bid Security Declaration]*

The tenderer shall submit a documentary proof (viz. certified / true copy of board resolutions/ Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name :

*[ Complete name of person signing the Bid Security Declaration ]*

Duly authorized to sign the bid for and on behalf of: *[complete name of tenderer and Address ]*

Date: *[ Date of signing ]*

Corporate Seal : ( wherever applicable )

Witness :

*[ Signature of person with name and address ]*

---

Note : In case of a Joint Venture / Consortium , wherever allowed , the BSD must be in the name of all partners to the Joint Venture / consortium that submits the bid.

**INTEGRITY PACT FORMAT**

**Rashtriya Ispat Nigam Limited (RINL)** hereinafter referred to as "The Principal",  
And

..... hereinafter referred to as "**The Tenderer/Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, a Handling contract for handling and storage of Steel Materials of **RINL at SLAG YARD SITUATED INSIDE VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM against NIT -----**. 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 Tenderer(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 tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer(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 Tenderer(s)/contractor(s) :**

(1) The Tenderer(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 Tenderer(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 Tenderer(s)/ Contractor(s) will not enter with other Tenderers 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 Tenderer(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Tenderer(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 Tenderer(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Tenderer(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the 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 Tenderer(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 Tenderer(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Tenderer(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 Tenderer(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 Tenderer(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 tenderer/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 tenderer / 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 tenderer /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 tenderer / 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 tenderer from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD), 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 Tenderer 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 Tenderer, as may be imposed by the Principal, as brought out at Section 3 above.

**Section 5 - Previous transgressions:**

- (1) The Tenderer declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization 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 Tenderer 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 Tenderers / Contractors / Subcontractors:**

- (1) The Tenderer(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 Tenderers and Contractors.
- (3) The Principal will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Tenderer(s) /Contractor(s)/ subcontractor(s):**

If the Principal obtains knowledge of conduct of a Tenderer, Contractor, Subcontractor or of any employee or a representative or an associate of a Tenderer/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 Tenderer(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 Tenderer/Contractor. The Tenderer/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 Tenderer(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 Tenderer/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Tenderers, 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 remain valid. In this case, the parties will strive



to come to an agreement to their original intentions.

- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Tenderer/ Contractor)

(Office Seal)

(Office Seal)

Place.....-

Date .....

Witness 1:  
(Name & Address)

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

**Annexure-V****Part-B****Blank format of price bid****SCHEDULE OF RATES (Rates to be quoted by the Tenderer)**

(to be quoted by tenderer in price bid only but not here)

SI.NO	Scope of work	Indicative Quantities (Mts), Per annum	Rates Per Mt	Amount ( Rs)
1	<u>Excavation, Stacking, Crushing &amp; Screening:</u>  i).Excavation of slag: Retrieval of slag from hard portion of existing area of Slag at SSY-2 and pooling & stacking of excavated slag.  (ii) Reclaiming of stacked material into Track Mounted Crusher (operating with Diesel fuel) for further processing of crushing with embedded facility of screening. The final output of crushed & screened BFG Slag should be with a size of Zero mm(0) to-10mm (not less than 90% quantity) and permitted with variation of 10% above 10 mm Size.	600000		
2	<u>Road dispatches:</u>  Removing of crushed BFG Slag materials specified at (ii) above from the stack or shifted BFG slag (Un processed*) and loading into Customer's vehicles	300000		

3	<u>Rake dispatches:</u>  i) Removing of crushed BFG Slag material from stacks or shifted BFG slag(un processed*) and loading into Trucks .  ii) Transportation of crushed BFG Slag material or shifted BFG slag(un processed*) through Trucks to the designated Railway siding and unloading of crushed BFG Slag material/shifted BFG slag(un processed) at Railway Siding and keeping high stacks  iii) Wagon cleaning  (iv) Removal of crushed BFG Slag material /shifted BFG slag (Un processed*) from high-Stacks and loading into Railway wagons and leveling (weight adjustment) of the loaded material inside Railway Wagons that should match the carrying capacity of Wagon(so that under loading or over loading can be avoided).	300000		
4	Total Value of Handling charges per annum  (4=1+2+3)	Rs _____		

**Un-processed\*: Without carrying the activities of 1(i & ii) .**

**Note**

(i) Handling charges will be paid for the quantity sold (Invoiced) in a month. Handling Charges are exclusive of GST.

(ii) Payment for left out BFG Slag crushed material shall be made on closer of the contract and after dispatch of BFG Slag crushed material.

- (iii) Quantity mentioned above is purely indicative in nature and no claim on RINL shall be entertained on account of lower volumes.
- (iv) Payment shall be made based on the quantity sold by RINL in a month, which will be derived as per actual Invoices made during a month. However, Bidder needs to arrange the required working capital to facilitate the lead time between crushing and actual dispatch time. In this regard, no claim on RINL what so ever shall be entertained.

**Annexure VI**

(This undertaking has to be printed on the letter head of the agency,  
sign, scan the same and upload in the Tech RFx folder)

(This undertaking has to be printed on the letter head of the agency, sign, scan the same and  
upload in the Tech RFx folder)

**UNDERTAKING LETTER**

To  
Chief General Manager  
Contracts Section  
Marketing department  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031.

Name of work: "Excavation, pooling, stacking, crushing and dispatch of BFG Slag by  
rail/road"

RFx No. , dated .

Sir,

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

I/We do hereby agree that action may be taken as per Bid Security Declaration (BSD) submitted 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

## RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT

## FORM OF AGREEMENT

This Agreement made this..... day of ..... Two Thousand\_\_\_\_\_between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having its registered office at Main Administration Building, Visakhapatnam-530031 (AP), hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 having its registered office at..... here in after called the "Handling Contractor" (which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the OTHER PART.

Whereas pursuant to the Company's advertisement inviting offer for handling and storage of Slag materials at Slag Storage Yard-2 (SSY-2) SITUATED INSIDE VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM\_\_\_\_\_the Handling Contractor vide his letter no \_\_\_\_\_ dated.\_\_\_\_\_ offered to do the job. And whereas by its letter no.\_\_\_\_\_ dated.\_\_\_\_\_the Company accepted the offer of the Handling Contractor and whereas it is necessary and expedient to set out the terms and conditions of appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Handling Contractor covenants and agrees with the Company that the Handling Contractor shall undertake the job of handling and storage of Steel materials of the Company on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexure hereto and the Handling Contractor agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.
2. The documents set out below and hereto annexed marked respectively Annexure 1 to 9 shall form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.

## Annexure-1

Letter of Acceptance No..... Dated..... from the Company.....

## Annexure-2

Letter no..... Date .....from M/s .....

.....

Annexure-3

Notice Inviting Tender

Annexure-4

Instructions to tenderers

Annexure-5

Form of Agreement

Annexure-6

Terms and Conditions of Contract for Handling and storage of Slag Material of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant at SSY-2 YARD SITUATED INSIDE VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM.

Annexure-7

Schedule of Rates

Annexure-8

Integrity Pact

Annexure-9

Undertaking

All relevant pages extracted from Reverse E-auction process, if any

- 3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Handling Contractor at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained in Annexure 1 to ---.
- 4. The contract shall be effective from ..... and shall remain in force for a period of 3 years, further extendable by one more year with the same rates, terms & conditions and with an extension interval period of 3 months., unless terminated earlier by the Company.
- 5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or

the said Annexure hereto.

6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.
7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.
8. In case of any conflict between the Annexure-3 to --, the Terms and Conditions of Contract at Annexure- will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance at Annexure-1 shall prevail over Annexure-3 to --.
9. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Andhra Pradesh and only the Courts in Andhra Pradesh shall have jurisdiction to determine the same.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered  
for and on behalf of  
Rashtriya Ispat Nigam Limited at

Signed, Sealed and Delivered  
for and on behalf of M/s -----

Witness:  
Name and Address

Witness:  
Name and Address



**Annexure-VIII**

**Financial Standing**

(TO BE ISSUED BY THE BANK ON THEIR LETTER HEAD)

To,  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031

Dear Sir,

Sub: Financial standing of M/s \_\_\_\_\_

This is to certify that M/s \_\_\_\_\_ (Name of the tenderer), a \_\_\_\_\_ (Proprietorship Firm / Partnership Firm / Company) with Sri / Smt \_\_\_\_\_ as \_\_\_\_\_ (Proprietor / Partners / Directors) having their Registered / Head Office at \_\_\_\_\_ have been banking with us since \_\_\_\_\_. The operation of their \_\_\_\_\_ (nature of account) No. \_\_\_\_\_ with us is satisfactory. The financial standing of M/s \_\_\_\_\_ is sound based on the transactions dealt with us. This is also to certify that M/s \_\_\_\_\_ is solvent worth Rs. \_\_\_\_\_ (value of BG /security deposit specified against this work)

Date: ( )

Place: Authorized Signatory

Name:

Seal: Designation:

• **Note:** Financial standing amount should be submitted considering both Performance security and Security deposit amounts i.e Rs.65.65 lakhs. However, no financial standing towards performance security is required from MSME's bidders as already provision exists for deduction at 1.18% from monthly RA bills and need only to be submitted security deposit amount i.e Rs. 43,76 lakhs.

### **Annexure-IX**

(TO BE ISSUED BY THE EMPLOYER ON THEIR LETTER HEAD)

To,  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031

Dear Sir,

Sub: Experience Certificate for participation in tender issued by RINL.

This is to certify that M/s (Name and address of the Agency) have the experience in unloading as well as loading & stacking from trucks/rakes/Vessels from the stage of receipt of material to the stage of dispatch of the same of BFG slag material or similar bulk raw-materials in our organization (name of the organization) for the tonnages mentioned below during the period to . The tonnage has been considered only once, from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage of the receipt, stacking, delivery shall be considered as annual handled quantity. (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience.)

Item No	Description	2018-19	2019-20	2020-21
1	Receipts (Un loading) in MT			
2	Stacking in MT			
3	Deliveries (Loading) in MT			
Quantity considered lower of items 1,2 and 3 should be considered as tonnage handled				

2 Their overall performance has been found good

Date: ( )  
Place: Authorized Signatory  
Name:

Seal: Designation:

(The Employer, while issuing the above certificate, is requested to fill in all the columns and rows of above table with relevant data)

**Note: The experience of the tenderers obtained from sister concerns (i.e., Companies /firms under the same management (Common Directors/Common partners) will not be considered.**

**In case the Employer is a private party, copies of Work Order / Agreement and TDS Certificates should support the certificate**

TO BE ISSUED BY THE EMPLOYER ON THEIR LETTER HEAD)

To,  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031

Dear Sir,

Sub: Experience Certificate for participation in tender issued by RINL.

1. This is to certify that M/s (Name and address of the Agency) have the experience of crushing of BFG Slag/ similar bulk raw-materials through track mounted crusher in our Organization during the period from ----- to ----- .)

Description	01/11/2019- 31/10/2021
Crushing of BFG slag/Similar Bulk raw material in MT	

2 Their overall performance has been found good

Date: ( )

Place: Authorized Signatory

Name:

Seal: Designation:

(The Employer, while issuing the above certificate, is requested to fill in all the columns and rows of above table with relevant

**Note: The experience of the tenderers obtained from sister concerns (i.e., Companies /firms under the same management (Common Directors/Common partners) will not be considered.**

**In case the Employer is a private party, copies of Work Order / Agreement and TDS Certificates should support the certificate**

To,  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031

Dear Sir,

Sub: Self declaration of Financial position

I hereby declare that our legal Registered entity has been/has not been filed or pending any financial restructuring applications with NCLT/NCLAT.

Date: (       )

Place:

Authorized Signature of tenderer

Name:

Designation:

Seal: