

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-10-2025 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-10-2025 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Rashtriya Ispat Nigam Limited
संगठन का नाम / Organisation Name	Rashtriya Ispat Nigam Limited
कार्यालय का नाम / Office Name	Visakhapatnam Steel Plant
वस्तु श्रेणी / Item Category	Hiring of Third-Party Inspection Agency - PRE-DISPATCH INSPECTION & CAPACITY ASSESSMENT; AS PER BID DOCUMENT; AS PER BID DOCUMENT
अनुबंध अवधि / Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

RINL
VISAKHAPATNAM STEEL PLANT, Rashtriya Ispat Nigam Limited, Rashtriya Ispat Nigam Limited, Ministry of Steel (Rinl)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1760332566.pdf](#)

Hiring Of Third-Party Inspection Agency - PRE-DISPATCH INSPECTION & CAPACITY ASSESSMENT; AS PER BID DOCUMENT; AS PER BID DOCUMENT (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Domain required for Inspection	PRE-DISPATCH INSPECTION & CAPACITY ASSESSMENT
Material to be Inspected	AS PER BID DOCUMENT
Service provider must be accredited with	AS PER BID DOCUMENT
Inspection Location	Domestic
Inspection Site	Seller's Premises , AS PER BID DOCUMENT
Inspection Type	Pre-dispatch Inspection , Stage-wise Inspection , AS PER BID DOCUMENT
Unit of Inspection	AS PER BID DOCUMENT
एडऑन /Addon(s)	

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Project based requirement (Quantity to be kept as 1)	अतिरिक्त आवश्यकता /Additional Requirement
1	Patnana Someswara Rao	530031,CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT	1	<ul style="list-style-type: none">Total Value of Goods to be Inspected : 4007000000

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Undertaking)
CENTRAL STORES DEPARTMENT,
VISAKHAPATNAM - 530031, ANDHRA PRADESH - INDIA
MOBILE PHONE: 9701347393; 8500669644
E-Mail Id: someswararao_p@vizagsteel.com; rajborugadda@vizagsteel.com

NOTICE INVITING TENDER (NIT)

1. NAME OF THE WORKS: Tenders are invited from the reputed Public Sectors/Govt./ Government Undertaking Inspection Agencies only for the following 02 Works.

A) Pre-Dispatch Inspection of materials ordered on Indigenous Suppliers by RINL-VSP.

B) Capacity Assessment of Industrial Units/Establishments prior to registration as approved Supplier/ Vendor of RINL-VSP.

2 KEY INFORMATION:

Type of Bid Type of Submission EMD in INR Submission Dead Line date & time in Bid Opening Date & time in Hours

TWO PART BID E BID NIL As mentioned in GeM Bid As mentioned in GeM Bid

3 CONTRACT PERIOD:

The Tenure of the Contract is for a period of Two (2) Years from the date of LOI/Work Order/Contract. However, the Contract period can be extended for another 4 months at the same Rates, Terms and Conditions at the sole discretion of RINL-VSP.

4 OFFER VALIDITY DATE: Your offer should be valid for 60 days from the date of opening of Techno Commercial Bids.

5 PRE-QUALIFICATION CRITERIA (PQC):

A) Pre-Dispatch Inspection: The tenderer shall produce the following documents duly certified by a practicing CA/CS of Organisation.

☐ That the tenderer has handled Contracts valuing not less than Rs.8.3 Lakhs of the Estimated Annual value during each of the preceding 3 (three) years.

☐ That the tenderer had a Turn Over of Rs.16.6 Lakhs of the estimated Annual Value in at least any one year during the preceding 3 (three) years.

☐ Tenderer should produce copies of P.F. Registration Certificate and IT clearance Certificate valid for the current month of tender requisition.

B) Capacity Assessment:

☐ The tenderer should have carried out Capacity Assessments of at least 10 (ten) Industries during the preceding 3 (three) years from the date of issue of this Open Tender.

☐ Categorical undertaking regarding number & details of Capacity Assessment of Industries carried out by way of documentary evidence duly endorsed by their Company Secretary, supported by copies of Capacity Assessments from their Clients.

5.1 The tenders not meeting the above PQC are liable for rejection.

5.2 The tenderers may visit RINL-VSP at their cost, to study the existing system thoroughly prior to quote for this tender.

6.0 NATURE & SCOPE OF WORK:

6.1 Pre-dispatch Inspection of Spares, Consumables, Refractory Materials, Operational Consumables, Equipments, etc. shall be carried out at the Suppliers Premises, located all over India including Visakhapatnam, as per the Purchase Orders with the specifications being placed by RINL-VSP from time to time, during the contract period.

6.2 Capacity Assessment of Industrial Units/Establishments located all over India including Visakhapatnam either for registration (or) for up gradation with RINL-VSP.

7 ITEM DETAILS/BOQ:

The areas for Inspection Works are broadly classified region wise as under:

☐ Eastern region – covering units in West Bengal, Bihar, Jharkhand, Assam and Orissa, NE states, etc.

☐ Northern region – covering Delhi, Punjab, Haryana, Rajasthan, Uttar Pradesh, Madhya Pradesh, etc

☐ Western region – covering Maharashtra, Goa, Gujarat, etc.

☐ Southern region – Headquarter (Visakhapatnam) covering Tamilnadu, Karnataka, Kerala, Telangana, Andhra Pradesh and units located in and around Visakhapatnam as well as for coordination with Visakhapatnam Steel Plant.

8.0 NUMBER of SOURCES: Both the above works will be awarded to only 01 (One) successful tenderer on overall L1 basis.

9.0 EARNEST MONEY DEPOSIT (EMD):

No Earnest Money Deposit is required to be submitted against this Tender. However, the Tenderer should submit the BID SECURITY DECLARATION (BSD) as per the format given at Annexure-II of this Tender Document in lieu of EMD. In case the declaration duly signed and stamped is not submitted along with the tender, the tender will not be considered for evaluation and summarily rejected.

10.0 LIST OF TENDER DOCUMENTS:

NIT, PQC requirements, General Conditions of Contract of RINL, Invitation to Tender, Scope of Work, Special Terms and Conditions of Contract and Annexures I to VI regarding the following:

- I) FORMAT FOR PLACES OF PRE-DISPATCH INSPECTIONS & CAPACITY ASSESSMENTS
- II) FORMAT FOR BID SECURITY DECLARATION IN LIEU OF EMD
- III) FORMAT OF PRICE SCHEDULES
- IV) PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
- IVA – CHECK LIST FOR BANK GUARANTEE
- V) FORMAT FOR ACCEPTANCE OF TERMS & CONDITIONS OF THIS TENDER DOCUMENT.
- VI) ABSTRACT FORMATS FOR BILLS SUBMISSION

11.0 GENERAL:

11.1 The bidders are advised to upload all the necessary self attested documents duly stamped/sealed documents in support of their experience/credentials. However, clarifications w.r.t. the documents already submitted by the Tenderers shall be sought wherever required..

11.2 VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530031
Invitation to Tender

1.0 Tenders are invited for the works of “Pre dispatch Inspection of materials ordered on Indigenous Suppliers by RINL-VSP & Capacity Assessment of Industrial Units/Establishments prior to registration as approved Supplier/Vendor of RINL-VSP”.

2.0 Tenders will be opened at specified time and Date as mentioned in GeM Bid.

3.0 SECURITY DEPOSIT:

Upon acceptance of the tender, the successful tenderer shall, within (2) Weeks from the date of issue of L1/OT/Contract, shall deposit with the Employer either by way of Pay Order or Demand Draft payable at Visakhapatnam or BG in the proforma as per the Annexure-IV issued by a Nationalized or Scheduled Commercial Bank situated in Visakhapatnam, (which can be negotiable/cashable on presentation to the particular Branch at Visakhapatnam) will amount to 5% of the Contract value, which will be retained by the Employer as Security Deposit before the successful tenderer is allowed to execute the contract and commence work. DDs/Pay Orders/Bank Guarantees issued by Co-operative Banks are not acceptable. The Bank Guarantee furnished towards the Security Deposit as aforesaid shall be kept valid for a period of 6 (Six) Months beyond the stipulated expiry period of the Contract. Security deposit will not earn any interest.

4.0 Recovery of Income Tax at Source will be made from Contractor's bill and deposited with Income Tax Department as per the rules. Recovery of Sales Tax applicable shall be made from the Contractor's bills.

5.0 All rates Quoted by the Tenderer should be inclusive of all taxes/levies etc including Applicable GST for Goods & Service Tax (GST). The Tenderer should invariably indicate the % of GST applicable.

6.0 Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 60 days from the date of opening of the Techno Commercial bid. In case of Tender revoking/withdrawing/cancelling his tender, varying any term(s) in regard thereof during the validity period of the tender without the written consent of Employer, the tender submitted shall be liable for rejection and RINL shall take action as per the Bid Security Declaration (Annexure-II) submitted by him along with the tender and liable for any other punitive action(s) deemed fit as per the discretion of Employer.

7.0 Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam reserves the right to 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 and without being liable to refund the cost of the tender documents thereupon.

8.0 With their quotation the tenderers shall sign, all the pages of this tender document and etc. in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.

9.0 METHOD OF EVALUATION:

9.1 EVALUATION OF TENDER / NEGOTIATION / Letter of Intent:

9.2 The Tenderers should quote the Rate in the GeM Price Bid Module, the total Value of the Tender i.e., % of material value for Pre-Dispatch Inspection & Rate per Capacity Assessment together including with applicable GST. The Tenderers also should mention the GST percentage (%) in the GeM Portal. Upon completion of RA, the successful Bidder should submit the detailed price break up to RINL-VSP duly signed and stamped.

10.0 E-PRICE BID:

The tenderer should quote for both the items i.e., Pre-Dispatch Inspection & Capacity Assessments. The price to be quoted ON TOTAL VALUE BASIS i.e., % of material value of Rs.400 Cr and by multiplying the Rate per Capacity Assessment i.e., for 200 Nos. including applicable rate of GST.

11.0 OPENING OF PRICE BID AND REVERSE E-AUCTION:

11.1 After completion of Commercial/Technical evaluation, E-Price bid will be opened online for the tenderer who have Techno-Commercially qualified and strictly complied with the conditions listed for the Pre-Qualification Criteria & Techno Commercial Bid.

11.2 During the Reverse E-Auction process, the bidders shall bid their total Contract Value for Two (2) Years on online basis with minimum bid decrement value as per the GeM policy.

11.3 The price schedules should not to be uploaded in GeM portal while quoting. Only total offered value in rupees including GST is to be uploaded. After completion of the Reverse E-Auction, the successful L-1 Bidder should provide the detailed price break-up BASIC PRICE in commensurate with offered Rate for both the items. The applicable GST need to be specifically mentioned.

11.4 The Tenderer should quote for both the works. In case the tenderer do not offer the rates for any particular work, then their offer will summarily be rejected.

11.5 The quoted prices shall include all the expenses in connection with successful completion of pre-dispatch inspections and Capacity Assessments which may include, travel expenses to various places/destinations in India, accommodation, etc.

11.6 All costs, charges and expenses and incidental to the execution of the said agreement shall be borne by the successful tenderer.

11.7 The TPI shall quote the rates for various activities as given at schedule of work. In case rates are not quoted for all the activities, such tender shall be rejected without any further correspondence.

12.0 PRICE FIRMNESS: Prices quoted by the Tenderer shall be firm and fixed for the entire period of the Contract and shall not be subject to any variation on any account (VITAL).

13.0 PAYMENT TERMS:

13.1 100% payment shall be made against submission of bills on the 60th day.

13.2 Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. In case the tenderer has not furnished the required details, they may download the pro-forma for NEFT/RTGS in which the details are to be furnished from the RINL-VSP's website and submit along with their offer for updating RINL-VSP's database.

13.3 No extra weightage shall be given for any extra credit offered beyond ITT payment terms of 60 days interest free credit from the date of submission of Bills for ranking/evaluation purpose.

14.0 PERFORMANCE GUARANTEE BOND:

14.1 The successful tenderer shall submit the Performance Guarantee (PBG) bond for an amount of 5% (five) of the order value on Landed Cost basis. The PBG is to be sent by Issuing bank directly so as to be received in the office of Dy. General Manager (MM)- Stores, RINL-VSP within 30 (thirty) days from the date of the Lol/Contract/Work Order.

The Performance Guarantee Bond must be furnished as per pro-forma given at Annexure-IV of this Tender Document. No change in the prescribed pro-forma of the Bank Guarantee for Performance Guarantee bond is acceptable. Further, the supplier is required to submit the duly filled in check list for BG along with the B G. The check list format is also at PART - IV (A) of this Tender Document.

14.2 The Performance Guarantee Bond should be established in favour of RINL- VSP through any Nationalized Bank situated at Visakhapatnam or outstation with a clause to enforce the same on their local branch at Visakhapatnam (with clear mention of IFS Code). If the bond is issued by any scheduled bank (other than a nationalized bank), bond is to be issued by their branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

14.3 This Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and RINL-VSP under the terms & conditions of the Contract/Work Order.

14.4 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Contract/Work Order.

14.5 The Performance Guarantee Bond shall be kept valid and in full force and effect during the entire performance period and shall continue to be enforceable for a period of 13 (thirteen) months from the date of completion of the Contract/Work Order. The BG should be signed on all the pages by the concerned Officer(s) of the Bank whose Name, Designation and Code No. should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to RINL-VSP, Stores Dept, under registered post (A/D)/speed post/courier. In exceptional cases, where the BGs are received through the successful tenderer, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to RINL-VSP Stores Dept. with a covering letter to compare with the original BGs.

14.6 Performance Guarantee Bond shall be released after 13 (thirteen) months from the date of completion of the Contract/Work Order subject to settlement of claims under the Contract/Work Order. The successful tenderer so appointed for Sampling & Analysis and loading Supervision Job shall submit a certificate to the effect that they have no claim(s) against the RINL-VSP under the Contract.

However, if any of the Bills submitted by the successful tenderer remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner.

" I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant under the Contract No. for the work, except to the extent of the bills mentioned hereinafter".

15.0 VSP reserves the rights to negotiate as per the approved guidelines of the Company after opening of the tenders with L1 tenderer. Tenderer shall not increase his quoted rates in case the Employer negotiates for reduction of quoted rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer. Letter of Intent/Acceptance of tender shall be issued thereafter. After the issue of Letter of Intent (LOI)/Acceptance of tender (A/T), if any supporting document given by the party is found to be in-genuine, the party is liable to be debarred from participation in VSP tenders for a period of Five years. Failure to produce the original certificates at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification as laid down in Bid declaration. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

16.0 Evaluation of the offers will be made ON TOTAL QUOTED VALUE BASIS. The Lowest of TOTAL QUOTED VALUE will be considered for finalization of Contract.

17.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER: The tenderer shall not be entitled to claim any costs, charges, expenses and incidentals incurred by him through or in connection with the submission of Tender.

18.0 CANVASSING: Canvassing in any form is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing, will be liable for rejection.

19.0 The tenderers are required to quote their lowest rates after taking into account the work involved and expected quantum of work indicated in Bill of Quantities (BOQ).

20.0 The tenderers shall abide by all statutory requirements and safety regulations as given below:

21.0 All the tenderers are requested to take special note of the terms and conditions and Confirm to the same strictly.

22.0 In case of dispute/contradictions between Special Terms and Conditions herein and General Conditions of Contract, then the conditions in the Special Terms and Conditions contained herein shall prevail.

23.0 Pre-Qualification Criteria & Techno-Commercial Bid shall be opened on the tender opening date.

24.0 After the scrutiny of the Pre-Qualification Criteria & Techno Commercial Bid is carried out, E-Price Bid will be opened for the tenderers who complied with the conditions listed for the Pre-Qualification Criteria & Techno Commercial Bid and subsequently, Reverse E-Auction will be conducted. The date and time of opening of the E-Price Bids and subsequent Reverse E-Auction and will be communicated in due course.

25.0 LIMITATION OF LIABILITY:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise, except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered in to the Contract between Buyer and Seller.

26.0 SUBMISSION OF TENDER/BID:

Tenderers/Bidders satisfying the eligibility criteria may submit their tenders strictly in accordance with the terms and conditions contained in the tender/bid document. The tender/bid should not contain any counter conditions nor should any conditions be attached to the price bid.

RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530031

SPECIAL CONDITIONS

1.0 The tenderers shall carefully study the tender specifications and satisfy themselves regarding the details given in the tender specification.

1.1 The tenderers may visit RINL-VSP at their own cost, to study the existing system thoroughly prior to quoting for the tender.

1.2 The tenderer shall execute the work in line with tender specification and all its enclosures/annexures within the stipulated time frames. No extra time or extension of contract period is allowed unless specifically agreed to, in writing by RINL-VSP.

1.3 The tenderer shall furnish a detailed statement of similar works done by them during the last five years, which shall include quantum of work executed, location, manpower, period of contract etc.

1.4 The tenderer shall satisfy RINL-VSP that they possess the necessary expertise and qualified manpower and that they have at their disposal suitable latest engineering facilities and staff of specialized engineers to ensure that his inspection service is of best quality according to the latest engineering and industrial

practices. The tenderer shall furnish necessary particulars in this regard along with the tender.

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

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

1.7 In case of tenderer revoking or withdrawing/canceling his tender, varying any term in regard thereof during the validity period of the tender without the written consent of RINL-VSP, the tender submitted shall be liable for rejection and the tenderer is liable for any other action deemed fit at the discretion of the RINL-VSP.

1.8 RINL-VSP reserves the right to reject any or all the tenders or the right to accept any tender other than lowest tender or right to accept any tender wholly or in part, or drop the proposal of receiving tenders at any time without assigning any reason thereof and without any liability for any loss or damage, if any suffered by the tenderer in submitting his offer and/or conducting discussions etc.

2.0 Any tender containing false information/particulars shall be liable for rejection and tenders found guilty of furnishing false information/particulars shall be debarred from any future dealings with RINL-VSP.

2.1 After the issue of Letter of Intent (LOI) to the successful tenderer (here in after called TPI), if any supporting document given is found to be not genuine, the TPI is liable to be debarred from participation in RINL-VSP tenders for a period of 5 (five) years. Failure to produce the original certificates as may be required at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification. The TPI in such cases shall make good to RINL-VSP any loss or damage resulting from such termination. Contracts in operation any wherein RINL-VSP will also be terminated with attendant fall outs like forfeiture of Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL-VSP will be final and binding.

2.2 The TPI shall submit the following documents for conclusion of the formal agreement immediately after the Letter of Intent is issued:

- ☐ The duplicate copy of LOI duly signed on all pages in token acceptance of LOI.
- ☐ Non-Judicial Stamp paper of value Rs.100/- purchased in A.P. in the name of TPI for execution of Agreement.
- ☐ Permanent Account Number allotted by Income Tax Department and copy of Auditor's report/Balance sheet etc. in proof of turnover.
- ☐ Copy of Power of Attorney, duly notarised, authorizing the individual to sign the Agreement.
- ☐ Copy of the registration, if applicable.
- ☐ Memorandum and Articles of Association
- ☐ Copy of registration with PF authorities
- ☐ Copy of Registration with Service Tax authorities.

2.3 Should the TPI fail or refuse to duly sign the agreement or furnish the Performance Guarantee Bond within the period fixed by RINL-VSP, they shall be liable for any losses or damage, incurred as a consequence by RINL-VSP.

3.0 GENERAL: In case the TPI has any stake in the business of any of RINL-VSP's suppliers, the same shall be communicated to RINL-VSP.

3.1 RINL-VSP is not responsible for any injury or damage caused to any of the employees of TPI during the course of stay, inspection, and travel or otherwise. TPI is solely and wholly responsible for the safety of it

s employees and its material.

3.2 The TPI shall abide by all the security regulations of RINL-VSP in force and promulgated from time to time and other statutory requirements.

3.3 RINL-VSP may make modifications/revisions/changes/deletions in the Scope of Work from time to time and the same shall be complied with by the TPI without prejudice to his rights under the contract.

4.0 RINL-VSP may disclose or use the information of confidential and proprietary nature relating to its business, product, know-how, drawings, technology, customers, employees and financial matters to the TPI during the course of their discussions and interaction. Such information shall be treated as confidential by the TPI. TPI shall agree to keep it confidential and secret at all times and shall not be disclosed directly or indirectly to any party other than its employees and authorized personnel and strictly on a need to know basis.

4.1 It may be noted that the values indicated in the schedule are only for the purpose of estimation and evaluation. The actual values will be as per the requirement during the period of contract. The tender evaluation will be carried out on the basis of overall lowest ranking for all the activities indicated in the schedule of work.

4.2 Incomplete and part bid offers as well as offers that do not confirm compliance to the terms and conditions stated or do not contain the quoted prices for all the activities indicated in the Schedule of Work will be liable for rejection without any further correspondence on the issue.

5.0 TRANSFER AND SUB-LETTING: The successful tenderer shall not sub-let, transfer or assign the contract or any part thereof without the written permission of RINL-VSP. In the event of the successful tenderer contravening this condition, RINL-VSP shall be entitled to place the contract elsewhere on the successful tenderer's account and at their risk and cost and the successful tenderer shall be liable for any loss or damage which RINL-VSP may sustain in consequence or arising out of such replacing of the contract.

6.0 FORCE MAJEURE: If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of by reason of arrests or restraints by Government of people, war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, Plague or other epidemics, quarantine restrictions, natural calamity interfering with the execution of the Contract and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by the concerned Governmental authority by either party to the other within 15 (fifteen) days from the date of occurrence thereof, and shall likewise intimate the cessation of such causes. The contract shall be resumed by the Party/Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

RINL-VSP shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the TPI in respect of such non-performance or delay in performance. However, in the event of RINL-VSP having agreed, the services under the Contract shall be resumed after such Event has come to end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 months and RINL-VSP not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 (three) months from the expiry of 6 (six) months referred to above, the Contract shall be deemed to have expired at the end of the 3 (three) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

7.0 ARBITRATION: If at any time, any question, dispute or difference whatsoever arises between RINL-VSP and the TPI upon, or in relation to or in connection with the Contract, other than those for which the decision of RINL-VSP or its authorized representative is by the contract expressed to be final and conclusive, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to and decided by a sole arbitrator to be nominated by the Chairman-cum-Managing Director, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam, whose decision shall be final and binding upon the tenderer. The Arbitrator's Fee, expenses and all other costs and other expenses relating to the holding of Arbitration shall be borne by both the parties equally. However, the fees and expenses of the Advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the Arbitrator give a specific award in respect of costs, then it would prevail.

7.1 Work under the Contract shall be continued by the successful tenderer during the Arbitration proceedings, unless otherwise directed in writing by RINL-VSP or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by RINL-VSP shall be withheld on account of such arbitration proceedings, subject matters thereof.

7.2 The venues of Arbitration shall be the Registered Office Premises of RINL- VSP, Visakhapatnam.

7.3 Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

8.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER: The tenderer shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with the submission of tenders.

9.0 CANVASSING: Canvassing in any form is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing, will be liable for rejection.

10.0 STATUTORY REGULATIONS / OBLIGATIONS: The TPI shall abide by the statutory regulations/obligations presently laid down or as modified from time to time.

11.0 PATENT INFRINGEMENT: The TPI shall protect, indemnify and save harmless RINL-VSP, their customers and users of their products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the TPI's own expense any such claims, suits or proceedings.

11.1 RINL-VSP will notify the TPI in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the TPI's defense of the same. The TPI shall appoint a council at his own expenses in consultation with RINL-VSP to collaborate in the defense of any such claim, suit, or proceedings.

12.0 RIGHTS OF RINL-VSP: RINL, VSP reserves the right to (i) place the contract simultaneously or at any time during the tenure of the current contract with one or more tenderers/and/ or by negotiation appoint another TPI accordingly (ii) appoint another agency for any service referred to in the contract to meet an emergency if RINL-VSP or its authorized representative (whose decision shall be final) is satisfied that the TPI is not in a position to render specific services within the period in which such services are required. In all such cases of failure, the additional cost involved including other incidental charges shall be borne by the TPI.

13.0 TERMINATION OF THE CONTRACT: If TPI shall at any time fail or neglect or refuse or become or be unable to perform any of the duties devolving upon them under the contract or otherwise commit a breach of any of the provisions or conditions contained in the contract and which on their part require to be observed and complied with, not arising out of or attributable to any neglect or default on the part of RINL-VSP, RINL-VSP shall have the right to terminate this contract by giving one month's notice in writing to the TPI. On expiry of such notice of termination, RINL-VSP shall not be liable for making any further payments whatsoever as per the terms of this contract.

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

13.2 However RINL-VSP, shall have all the rights under the contract to claim for damages/compensation for losses suffered/to be suffered on account of such termination and the TPI shall make good all such claim

ms for damages/compensation/losses suffered/to be suffered by RINL-VSP and the decision of RINL-VSP is final in this regard.

13.3 Upon the expiry of contract or the earlier termination of the contract as herein provided, all the drawings, designs, design calculations and other documents relating to the project which may have been prepared by the TPI in connection with this contract shall be forthwith delivered to and become the absolute and unrestricted property of RINL-VSP for all purposes.

RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530031

SCOPE OF WORK

1.0 General Requirements and Inspection Methodology: RINL-VSP proposes to carry out the following 02 works for a period of 02 (two) years from the date of award of the Lol/Contract.

- i. Pre dispatch Inspection of materials ordered on Indigenous Suppliers by RINL-VSP.
- ii. Capacity Assessment of Industrial Units/Establishments prior to registration as approved Supplier/Vendor of RINL-VSP.

1.1 Pre-dispatch Inspection of Spares, Consumables, Refractory Materials, Operational Consumables, Equipments, etc. shall be carried out at the Suppliers Premises, located all over India including Visakhapatnam, as per the Purchase Orders with the specifications being placed by RINL-VSP from time to time, during the contract period.

1.2 Capacity Assessment of Industrial Units / Establishments located all over India including Visakhapatnam either for registration (or) for up gradation with RINL-VSP.

1.3 Approximate number of inspection calls to be carried out region wise is indicated in this Tender document. The figures indicated are only tentative and are likely to change depending upon the orders being placed from time to time and the location of the suppliers on whom the orders are placed.

1.4 The items to be inspected are broadly classified as hereunder.

- Refractory bricks, Mortars, Masses etc.,
- Valves, Gear Boxes, Couplings, Mechanical spares - made to order items which include Castings, Forgings, Machining, Saw Blades, Shear Blades, Grinding Wheels, Tyres, Hydraulic/Pneumatic Equipments, Hydraulic/Pneumatic Power Packs, Lubrication Systems, Filters
- Electrical Motors, Electrical Drive Systems, Transformers, Switchgear Panels, Cables, Copper/Aluminum Wires/Coils, Magnets, Magnet Coils, Batteries, Heat Exchangers, Air Conditioning Equipments, Fans
- Safety Appliances, Hand Gloves,
- Gases,
- Machine Tools, Tools & Tackles,
- Hoses,
- Electronic items,
- HDPE/LDPE bags, Asbestos/Non asbestos items, Packing materials,
- Cranes, Hoists,
- Lab Furnaces,
- Paints, Varnishes,
- Lubricants, Oils, Greases,

- Earthmoving Equipments,
- Permanent way Materials, Loco Spares,
- Steel, Pipes,
- Chemical items like Resins-Acids-Adhesives etc,
- Pumps, Compressors, Conveyor Belts, Rolls, Guides.

The above list is only indicative and may include a combination of items and their spares and other items.

1.5 The successful tenderer/Third Party Inspection Agency (henceforth referred to as 'TPI') shall have offices with sufficient qualified engineers located in the Northern, Eastern, Western and Southern Regions as mentioned above.

1.6 The TPI shall send duly authorized competent representatives to meet RINL- VSP officials at their office at Visakhapatnam or any other place within the country in connection with the job, whenever called upon to do so by RINL- VSP, at their own cost. The instructions, directions or explanations given by RINL-VSP to the representative shall be deemed to have been given to the TPI.

1.7 The Dealing Officers of Materials Management Dept. of RINL-VSP shall forward the Purchase Order (PO), Quality Assurance Plans (QAP), Quality Requirement Plans (QRP), Specification Formats, Drawings and all other relevant documents related to the PO being placed by RINL-VSP to the TPI at Visakhapatnam. The TPI shall in turn forward/send these documents to the appropriate Regional Offices of TPI depending on place of inspection. The TPI shall scrutinize the PO and the documents. In case of any shortfall /ambiguity, observed during the scrutiny, the same shall be brought to the notice of the respective Purchase Dealing Officer who in turn shall furnish the clarifications/details sought to the TPI. The TPI shall obtain all necessary clarifications before taking up the inspection call.

1.8 Nodal Officer: In-charge – RIC-Stores RINL-VSP shall be the Nodal Officer and Engineer in-Charge for all activities connected with the scope of this tender.

2.0 Pre-Dispatch Inspection: The TPI shall inspect the material as per the PO, Quality Assurance Plans (QAP), Quality Requirement Plans (QRP), Specification Formats, Drawings and all other relevant documents related to the PO mentioned therein.

2.1 TPI shall ensure that the material is ready for inspection before proceeding to the Suppliers' Premises. In case TPI finds that the material is not ready for inspection (i.e., false inspection call) after going to the Supplier's premises then, TPI shall inform with all the details to the concerned Purchase Dealing Officer for necessary action. No payments in this regard shall be payable to the TPI.

2.2 TPI shall complete the inspection at the Supplier's Premises within 5 (five) working days (includes the day of receipt of the Inspection Call) from the date of receipt of Inspection Call and issue the final inspection certificate immediately thereafter to enable the supplier to dispatch the items to RINL- VSP. In case of Refractory items, TPI should attend the call within 5 (five) working days and continue inspection till all the offered Refractory materials are completed based on the volume of material and accordingly, issue Inspection Certificate upon completion of inspection. However, it may be noted that in case the supplier is giving advance intimation of the material being made ready, starting date of inspection by TPI shall be the date indicated by the supplier regarding readiness. Even after advance intimation if material is not ready, the same may be informed to the concerned Officer of Stores-RIC, who in turn shall inform the concerned Purchase Dealing Section for necessary action. The calls for which material is not ready may be closed and handed over to RIC, who in turn shall inform the concerned Purchase Dealing Section.

2.3 The TPI shall make their own arrangements for travel to the places of inspection, their accommodation at the places of inspection and facilities for carrying out the total inspection activities with duly calibrated measuring and testing instruments, etc.

2.4 The required tests as per the PO, specification, QAP and/or QRP shall be witnessed/checked by the TPI at the supplier's premises. If the supplier does not have all the laboratory facilities to test all the required parameters, TPI shall witness the tests in an outside Govt./ Govt. approved laboratory at supplier's expenses.

2.5 The TPI shall be more careful during inspection to avoid differences w.r.t. specification parameters which are very easy to inspect but, at the same time critical for fitment/performance like basic dimensions, No. of convulsions in an expansion joint etc.

2.6 After the Inspection, the TPI shall appropriately stamp the accepted material along with their emblem for easy identification and proper linkage with Inspection Certificate before issue of Inspection Certificate.

2.7 The TPI shall issue the original Inspection Certificate as well as dispatch clearance to the Supplier and copies of the Inspection Certificate shall be sent to the respective Purchase Dealing Officer and Receipt Inspection Cell (either accepted or rejected).
In the case of accepted material, a copy of the Inspection Certificate along with copies of all the relevant certificates/reports that were checked and were useful for deciding the acceptance of the material shall also be forwarded to Central Stores Department.

2.8 They shall also study the existing units during routine inspection and recommend deletion or down grading in case they lack facilities or have dropped any facilities. This however shall not be construed as a Capacity Assessment by TPI and would not be considered for payment under Capacity Assessment.

2.9 The TPI shall strictly adhere to the safety rules and regulations like use of Personal Protective appliances, Safety Training etc. and shall comply with all the Statutory Norms laid down/as may be laid down from time to time by Government of India, State Government and RINL-VSP.

2.10 The TPI shall submit monthly Progress Report on the last working day of every month, in the format provided by RINL-VSP.

2.11 The TPI shall develop and maintain an integrated web based online system for easy retrieval of all information regarding Inspections pertaining to RINL-VSP. The successful tenderer should be able to link-up to ERP package of RINL-VSP.

2.12 The performance of TPI will be reviewed once in 6 (six) months by RINL-VSP and necessary corrective actions as deemed fit against the Contract/Work Order shall be taken for smooth functioning.

2.13 RINL-VSP reserves the rights to cross check the material inspected by TPI.

2.14 Faulty Inspection: The TPI shall stand guarantee for the inspection carried out to meet parameters as envisaged in the specifications of the PO. Complaints raised by any of the User Department(s) of RINL-VSP on material inspected by TPI in respect of visual defects, physical dimensions, deviations of test results (carried out at the Supplier's/Govt./Govt. approved laboratories and/or own laboratories of TPI, as the case may be) against the PO specification parameters, etc and found attributable to faulty inspection by TPI, the same shall be communicated to the TPI. TPI shall study such cases and submit a report within 5 (five) working days from the date of communication.

In case, it is proved that faulty inspection is attributable to TPI, a penalty 2% of value of the faulty materials shall be levied. RINL-VSP's decision would be final in such cases.

3.0 Capacity Assessment of Industrial Units / Suppliers: Capacity Assessment of Industrial units/Establishments located anywhere in India who have either applied for Registration as a Supplier to RINL-VSP or for additional lines of activity/up gradation with RINL-VSP shall also be carried out. The TPI shall visit these establishments and shall conduct an in depth study of the facilities available, evaluate the capacity, financial strength etc. They shall recommend whether the Unit can be considered for enlistment/ up gradation and in which lines of activity. The Capacity Assessment should be completed and certificate for the same should reach Stores - RIC of RINL-VSP within 30 (thirty) days from the date of receiving requisition for the same from RINL-VSP.

3.1 Approximate number of Capacity Assessments to be carried out region-wise is indicated in this tender document. The figures indicated are only tentative and are likely to change depending upon the location of the suppliers who apply for registration with RINL-VSP.

3.2 Faulty Capacity assessment: The TPI shall stand guarantee for the Capacity Assessment report submitted by them to RINL-VSP. Complaints raised by any of the User Department(s) of RINL-VSP (or) outside agency on assessment carried out by TPI and found attributable to faulty assessment by TPI, the same shall be communicated to the TPI. TPI shall study such cases and submit a report within 5 (five) working days from the date of communication.

In case, it is proved that faulty assessment is attributable to TPI, a penalty @3 (three) times the Contract value of the Capacity Assessment shall be levied. RINL-VSP's decision would be final in such cases.

4.0 Quantity of Work: The TPI shall execute the work specifically assigned from time to time as per terms and conditions mentioned in the contract. Mere issuing of contract does not entitle the TPI to demand any or all the works from the RINL-VSP.

4.1 Penalty for the delay in Pre-dispatch Inspection/Capacity Assessment: The penalty in respect of delay in inspection services beyond the time periods specified at Para: 2.2 above shall be levied at the rate of 1% per week up to a maximum of 10% of the billing amount for the inspection call. However, if the delay in inspection is attributable to the supplier then, the same shall not be levied. Documentary evidence attributing the delay in inspection towards the supplier should be submitted along with the bill of the particular month.

The penalty for delay in completing the Capacity Assessment and receipt of certificate at RINL-VSP beyond the time period specified at Para: 3.0 above shall be levied at the rate of 1% per week up to a maximum of 10% of the billing amount.

VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM GENERAL CONDITIONS OF CONTRACT

1.00 DEFINITION:

The following terms or expressions, as used in these "GENERAL CONDITIONS OF CONTRACT" and in the accompanying Invitation to Tender and Tender Schedules, shall have the meaning hereunder:

1.01 "Employer" shall mean Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include their successors and assigns.

1.02 "Project" shall mean the project or scheme in respect of the Employer's Visakhapatnam Steel Plant.

1.03 "Site" shall mean the place or places envisaged by the Employer at which the services are to be performed under the Contract.

1.04 "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to Tender and shall include his/its/their heirs, executors, administrators legal representatives, successors and assigns.

1.05 "Contractor" shall mean the tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators, legal representatives, successors and assigns approved by the Employer.

1.06 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and ~Approval~ shall mean approval in writing including as aforesaid.

1.07 "The Contract" shall mean the Invitation to Tender, General Conditions of Contract, Rates and amount accepted against the items of the Tender Schedule together with all correspondence entered into between the Tender prior to the issue of the Letter of Intent awarding the work, the contract agreement/Work Order and any other documents specifically indicated therein.

1.08 "Invitation to Tender" shall mean and/or include inquiry for the performance of service or services in connection with the plant or for the planned extension or expansion thereof.

1.09 "Contract Sum" shall mean the sum named in the Tender subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

1.10 "Dimensions" shall mean the extent of a line, Area and Volume. They are to be based on the Metric system i.e., for length measurement in KM:

1 KM 1000 M

1 M 100 CM

1 d cm 10 cm

1 cm 10 mm

For surface measurement in sq. m.

For volume measurement in cu. m.

1.11 "Weight" shall mean the calculation of a load. It is to be stated in Metric Tons (1 Metric Ton = 1000 Kg.) and/or in Kg. (1 kg=1000 grms.) One tonne shall mean 1000 Kg. by weight.

1.12 "Time" shall be reckoned by Months, Days and Hours, the period of a Month being equivalent to the calendar month according to the Gregorian Calendar.

1.13 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.

1.14 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect material or work under the contract or his duly authorised agent.

1.15 "In writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

1.16 "Notice in writing" or "Written Notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.17 "Letter of Intent" shall mean an intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.

1.18 Words importing persons shall include Firms, Companies, Corporations, Associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice versa where the contract so requires or permits.

2.0 LANGUAGE:

The contract agreement and all correspondence between the Employer and the Contractor shall be in English Language.

3.0 HEADING AND NOTES:

The headings and notes in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

4.0 SIGNING OF THE AGREEMENT:

On the tender being accepted by the Employer an agreement in respect of the contract will be signed and executed by the Employer and the successful tenderer. All costs, charges and expenses of and incidental to the execution of the said agreement shall be borne by the Contractor.

5.0 SECURITY DEPOSIT:

5.1 The successful tenderer shall be required to deposit within Two (2) Weeks of the acceptance of his tender, Security Deposit in favour of the Employer in one of the following forms:

5.1.2 Demand Draft of the State Bank of India or from any other Scheduled Bank payable at Visakhapatnam.

5.1.3 Bank Guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the Employer and in the proforma at Annexure-IV.

5.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.

5.3 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and Employer will not be liable for payment of any interest on the Security Deposit or any depreciation thereof, any loss resulting on account of failure of the bank.

5.4 The Security Deposit shall be refunded/bank guarantee released on application by the Contractor after the expiry of the Contract period and after he has discharged all his obligations under the Contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".

5.5 Should the extent or object of the Contract be altered during the execution of the Contract in such a way as to affect an increase or reduction of the Contract sum by more than 10% then the Security Deposit shall be increased or reduced accordingly.

6.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

6.1 General:

6.1.1 The Contractor is to be entirely responsible for the due performance of the Contract in all respects.

6.2 Sub-letting of Contract:

The Contractor shall not sub-let, transfer or assign the Contract or any part thereof without the written permission of the Employer. In the event of the Contractor contravening this condition, the Employer shall be entitled to place the Contract elsewhere on the Contractor's account and at his Risk and Cost and the Contractor shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of the Contract.

6.3 Cooperation with other Contractors:

The Contractor shall cooperate with the Employer's other Contractors and freely exchange all information with them for the efficient and satisfactory performance of the work. No remuneration shall be claimed from the Employer for such cooperation. If any of the Contractor's work depends for proper execution or results upon the works of any other Contractor, the Contractor shall keep a watch and inform the Employer of any problems in time.

6.4 Responsibility for Completeness:

6.4.1 The Contractor shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedule etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Employer shall not in any way relieve the Contractor from his responsibility for executing the work in terms of the Contract including all details and incidental works not specifically mentioned in the Contract but necessary for ensuring satisfactory completion of work as per the Contract.

6.4.2 If he shall have any doubt as to the meaning of any portion of the Contract, he shall before signing it send forth the particulars thereof and submit them to the Employer in writing in order that doubt may be removed.

7.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

The Contractor shall not assign his claim or interest in the Contract without the written permission of the Employer.

8.0 ACCESS TO SITE:

8.1 Subject to Article 8.3 access to the site shall be afforded to the Contractor by the Employer in reasonable time to start the Contract Work.

8.2 In the execution of work no person other than the Contractors, permitted Sub Contractor and his or their Employee shall be allowed on the site except with the written permission of the Employer.

8.3 The access to the site referred to in Article 8.1 above shall not be exclusive to the Contractor but only such as shall enable him to execute the work. The Contractor shall afford to the Employer and to the other Contractors, whose names shall have been previously communicated in writing to the Contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

9.0 OBLIGATIONS OF THE CONTRACTOR:

9.1 Unless otherwise agreed upon, the responsibilities of the Contractor shall include, but not limited to providing at his own cost, the following work and services.

9.1.1 Ensuring coordinated handling of incoming equipment and materials so as to ensure that these will be available to the Employer in the order in which they will be required.

9.1.2 Unless otherwise provided in the contract, providing all equipment, tools lifting tackles instruments and appliances required for the work. These shall be subject to inspection and passing by the Employer or his authorized representative. All rejected materials etc. shall be removed from the site by the Contractor shall be replaced by new materials in equivalent quantities.

9.1.3 Providing watch and ward to ensure security and safety of materials under the Contractor's custody.

9.1.4 Providing necessary supervisory personnel, staff, skilled and unskilled labour. The Contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The Contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the Competent Authority. If the Contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The Contractor shall take all safety precautions during work and ensure that his personnel use shoes, safety belts, gloves, helmets, masks etc., as are necessary for their safety. The Contractor shall, on demand by the Employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.

9.1.5 Complying with instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.

9.1.6 Making all arrangements to ensure that other work is not impeded of workmen not endangered.

9.1.7 Affording the Employer access at any time to the site, giving any information desired by him about the progress of work and affording him all facilities for inspection provided under the Contract work in such form as may be called for by the Employer.

9.2 CONTRACTOR'S REPRESENTATIVES:

9.2.1 In order to carry out his responsibilities under Article 9.1 the Contractor shall employ competent representative/whose names shall previously have been communicated in writing by the Contractor to the Employer to superintend the work. The said representatives shall be present at site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representatives of the Contractor shall be deemed to have been given to the Contractor.

9.2.2 The Contractor shall ensure that each individual of the Contractor's personnel at site shall cooperate with the Employer and submitting reports as to the progress of Contract all other agencies engage in the work to avoid difficulties in carrying out the work. Failure to extend such cooperation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Contractor forthwith upon request by the Employer. In such cases, the Contractor shall provide immediately competent personnel to replace such individual at the Contractor's own cost. In case of disagreement as to the cause of such removal the decision of the Employer shall be final.

9.2.3 The Contractor's representative shall be made available for such periods as the Employer may require.

uire and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the Contract. During the execution of the work, no personnel other than the Contractor or his duly appointed representatives, Sub-Contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the Employer or his authorized representatives. The Contractor shall not object to the execution of the work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own. The work so far as it carried out in the Employer's premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Contractor all reasonable facilities for carrying out his work. The Contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and regulations.

9.3 PROGRAMME OF WORK AND PROGRESS REPORTS:

The Contractor shall submit at such times as may be required by the Employer or his authorized representatives the programme and order in which the Contractor proposes to carry out the work with the dates and estimated completion times for various parts of the work.

9.4 GENERAL SUPERVISION BY THE EMPLOYER AND COORDINATION:

9.4.1 All the work shall be carried out under the general supervision and to the satisfaction of the Employer or his authorized representatives.

9.4.2 The Contractor shall at all times work in coordination with the Employer and his authorized representatives. In respect of observance of local rules, administrative matters, coordination with other Contractor and similar matters, the Contractor and his personnel shall work under the coordination of the Employer.

9.5 PAYMENT OF TAXES:

The Contractor shall pay all the taxes for the personnel employed by the Contractor for work arising out of their services in connection with Contract. The Employer shall make necessary deduction towards Income Tax from the bills of the Contractor with reference to the provisions of the Section 194-C of the Income Tax Act, 1961.

9.06 WAGES, MEDICAL SUPERVISION ETC:

9.6.1 The Contractor shall comply with the statutory obligations of regular payment of Provident Fund contributions to all their employees. The Contractor should also possess a valid labour license under the "Contract Labour (Regulation and Abolition) Act 1970". The Contractor shall produce proof of the above obligations by producing the copies of the relevant valid certificates at the time of submission of offer and also during the currency of contract, whenever required.

9.6.2 The Contractor shall not employ for the purpose of the work any person below the age of 18 years. The Employer shall have the right to decide whether any labour employed by the Contractor is below the age limit and to refuse to allow any labourer, when he considers to be underaged to be employed by the Contractor.

9.6.3 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighborhood or established by machinery or negotiations or arbitrations to which the parties are employees and recognized organizations of workers engaged in trade or industry in the neighborhood or prescribed by the State or local authorities. In the absence of any rates of wages, hours or conditions which are not less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

9.6.4 The Contractor shall make regular and prompt payments of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the contract is liable to be terminated.

9.6.5 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

9.6.6 As a number of Contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated Policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreeable arrangements.

reed settlements.

9.6.7 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the Contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The Contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.

9.6.8 The Contractor shall also be responsible for the observation of the above clause by his sub-Contractors.

9.7 WITHHOLDING PAYMENT:

The Employer may withhold the whole or part payment for the work claimed by the Contractor, which in the opinion of the Employer, if necessary to protect himself from loss on account of defective work not remedied or guarantees not met, claims filed against the Contractor, failure by the Contractor to make due payments for materials on labour employed by him, damage to another Contractor and so on. When grounds for withholding payments are removed to the satisfaction of the Employer, payments of the amount due to the Contractor will be made by the Employer without delay.

9.8 POSSESSION PRIOR TO COMPLETION:

The Employer shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work in accordance with the contract.

10.00 STATUTORY AND OTHER OBLIGATIONS:

10.01 The Contractor shall be liable for or in respect of any damages or compensation liable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any Sub-Contractor and for any damages to the Employer's or Third Party's properties caused by vehicles employed by the Contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923(VIII of 1923) or any other law for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all cost and (without prejudice to any other means of recovery) the Employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all money paid or payable by the Employer by way of compensation aforesaid and/or for costs or expenses in connection with any claim thereto, and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

10.02 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, ordinance or other law or any regulation or bye law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected of may be affected in any way by the works or any temporary works.

10.03 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of each of any such statute, ordinance, law, rule, regulation or by-law.

10.04 In respect of all labour directly or indirectly employed on the works, the Contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to fair wages, the welfare measure and safety of labour etc. will be deemed to be part of Contract.

10.05 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour

bour from time to time employed by the Contractor on the site.

10.06 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to interface unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot-paths or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

10.07 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The Contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.

10.08 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.

10.09 The use or sale of ardent spirits or other intoxicating beverages upon the work, or in any of the buildings, boarding houses, en-campments, or the tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and the Contractor shall exercise his influence and authority to the utmost extent for compliance with those conditions.

10.10 The Contractor must take sufficient care in moving their plant and equipment from one place to another so that they may not cause any damage to the property of the Employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the Employer is to be borne by the Contractor.

10.11 The Contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.

11.0 DUE DATES OF PAYMENT:

All the payments to be made to the Contractor, under this contract shall be by "RTGS/NEFT mode of e-payment" only within a reasonable time (60 days from the date of submission of clear bills) after the certification by the Employer or his authorized representative.

12.0 DEDUCTION FROM CONTRACT SUM:

The Employer shall be entitled to recover all costs, charges damages or expenses which the Employer may have paid for which under the contract the Contractor is liable by appropriating in part or whole from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Employer on demand the remaining balance due if any.

13.0 NEGLIGENCE:

13.1 If the Contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Employer in connection with the work, or shall contravene the provisions of the

contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the Contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.

13.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the same making good, then and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may recontract at a

reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.

13.3 In such event, the Employer shall, without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.

13.4 If the cost of executing the works as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up in the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.

14.0 CONSTRUCTION OF CONTRACT:

14.1 The Contract shall be governed by the laws of India.

14.2 This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view and "ex aequo et bono". This contract shall in all respects be constructed and operated as a contract as defined in the Indian Contract Act, 1872, and save as otherwise expressly provided herein shall be governed by the provision of the said Act.

15.0 RIGHTS OF THE EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:

15.1 The probable quantities of the several items of work are furnished in the schedules of quantities and it must be clearly understood the contract is not a lumpsum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire works shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the works should correspond thereto.

15.2 The Employer shall have power to vary or alter the extent scope/and/or technical character of the work under the contract and the contractor shall be bound by the same.

15.3 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.

15.4 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be assumed by the contractor based on a schedule to be mutually agreed upon between the employer and the Contractor.

15.5 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such suspension of work.

15.6 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfill his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of the contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.

16.0 NON-WAIVER OF DEFAULTS:

Failure of the Employer to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the Contract. No right or remedy of the Employer will be exclusive of any other right or remedy and employer will have all rights and remedies given under the contract and now or hereafter existing in law or by statute. The delivery by the Contractor or receiving payment by the Employer for the works under this contract will not be deemed a waiver of the

rights for any prior failure by the Contractor to comply with any of the provision of Contract.

17.0 GENERAL DIRECTION OF WORK:

The Contractor shall normally obtain and abide by the instructions given in writing by the Employer for carrying out the work pertaining to the contract. For this purpose, suitable record shall be maintained by the Employer to indicate instructions given to the contractor and acknowledgment thereof.

18.0 WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:

The Contractor shall execute, complete and maintain the works in strict accordance with the Contract to the satisfaction of the Employer and shall comply with and adhere strictly to the Employer's instructions and directions on any matter (whether mentioned in the Contract or not) concerning the works. The Contractor shall take instructions and directions only from the Employer or his authorized representative.

19.0 SERVICE OF NOTICE ON THE CONTRACTOR:

Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Contractor's principal place of business (or in the event of the Contractor being a Company to or at its registered office) and at the Contractor's site office.

20.0 SERVICE OF NOTICE TO THE EMPLOYER:

Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by post to or leaving the same at the Employer's last known address (or in the event of the Employer being a Company to or at its registered office) and at the Employer's site office if such office exists.

21.0 INDEMNITY:

The Contractor assumes responsibility for and shall indemnify and save harmless the Employer, from all liability claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the Contractor's obligations under the Contract or for which the Contractor has assumed responsibility under the Contract, including those imposed under any Contract, local or national laws or in respect to all salaries, wages or other compensation of all persons employed by the Contractor or his Sub-Contractors or Suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver and shall cause his Sub-Contractors and Suppliers to execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the Contract and to protect the Employer.

22.0 INSURANCE:

22.1 The Employer shall not be in any way responsible for any accident or damages incurred or claims arising therefrom during the tenure of the Contract.

22.2 The Contractor shall be responsible for effecting insurance under the Indian Workman's Compensation Act, Third Party Liability Insurance and any other insurance in accordance with the Indian Laws and regulations at his own cost.

22.3 The Employer shall not be responsible for any damage to the Vehicles/Equipment/third party suffered by the Contractor during the course of operation and the Contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account shall be entertained by the Employer.

23.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

23.1 On receipt of all plants, machinery, materials, equipments and cement etc. the Contractor shall assume custody thereof and remain responsible thereof until these are handed over to the Employer.

23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian be responsible for communicating to the Employer any shortages, breakages or damages etc. as soon as they come to his notice.

23.1.2 The entire cost of any materials belonging to the Employer lost by the Contractor or any damage

caused to such materials while in his care and custody shall be recovered from the Contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the Contractor.

24.0 ARBITRATION:

24.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon, or in relation to or in connection with the Contract, other than those for which the decision of Employer or his authorized representative is by the Contract depressed to be final and conclusive, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to and decided by the Chairman-cum-Managing Director, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam, those decision shall be final and binding upon the Contractor.

24.2 Work under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Employer shall be withheld on account of such arbitration proceedings, subject matters thereof.

24.3 The venues of the arbitration shall be the place/office from which Contract has been awarded or such other place, the Employer at his discretion may determine

25.0 FORCE MAJURE:

The Employer and the Contractor shall not be in any way, liable for nonperformance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lock-out, fire, riots, war or insurrection or restraints imposed by Govt., act of Legislature or other authorities and by reason of any other cause of whatsoever nature beyond the control of either party.

26.0 DEATH, BANKRUPTCY ETC:

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditor, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them the Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver or liquidator or any person, in whom the Contract may become vested to give such receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee upto an amount to be agreed for the due and faithful performance of the Contract.

27.0 EXTENSION OF CONTRACT:

The Contract period can be extended for another 4 months at the same Rates, Terms and Conditions at the sole discretion of RINL-VSP.

28.0 GENERAL:

28.1 Should there be any discrepancy, inconsistency, error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the Contractor shall carry out the work in accordance with such decision.

28.2 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

ANNEXURE - I OF TENDER DOCUMENT

PLACES OF PRE-DISPATCH INSPECTION AND CAPACITY ASSESSMENT

PLACES OF PRE-DISPATCH INSPECTION:

Zone	Place of Pre-dispatch Inspection	Number of Inspection Calls/Year
North	Delhi, Rasoi, Dewasi, Roha and cities in Delhi region	73
	Bhilai, Raipur, Gwalior, Bhopal, Indore, Sahidabad, Jhansi, Satna, Korba and other towns in Madhya Pradesh	151
	Amritsar, Sonpet, Hissar, Bhiwadi, Mehatpur, Gurgaon, Bhivandi and other cities in Punjab & Haryana	28
	Agra, Meerut, Kanpur and other cities in Uttar Pradesh	36
	Jodhpur, Bhilwara, Jaipur, Bhiwadi, Yamunanagar, Alwar and other cities and towns in Rajasthan	26
East	Kolkata, Durgapur, Purulia and other cities in West Bengal	621
	Bokaro, Jamshedpur, Ranchi, Chirukonda, Dhanbad, Marar, Ramgarh and other cities of Jharkhand	105
	Rourkela, Belpahar, Cuttack, Madhupatna, Sunderbagh and other cities in Orissa and other cities in North East States.	33
West	Mumbai, Aurangabad, Pune, Nasik, Lakhar, Kolhapur, Umbergaon, Satra, Halol, Roha, Lonawala and other cities in Maharashtra	220
	Ahmedabad, Vapi, Vidyanagar, Baroda, Surendranagar, Vadodara, Dadrahaveli, Anand, Daman, Bhavanagar, Silvassa, Gandhinagar and other cities in Gujarat	89
	Goa and Goa region	1
South	Bangalore, Hubli, Davanagiri, Hosur, Belgaum and other cities in Karnataka region	129
	Chennai, Trissur, Salem, Coimbatore, Tiruchirapalli, Nyveli, Dundigal, Salem & other cities in Tamilnadu	74
	Trivandrum, Cochin and cities in Kerala region	5
	Visakhapatnam, Lankelapalem, Sabbavaram & places in and around Visakhapatnam region.	1,313
	Hyderabad, Nidadavolu, Bollaram, Gullepalli, Jaggampeta, Kollur, Medak, Nalgonda, Narkatpalli, Narsapur and cities in Andhra Pradesh	170
	Total	3,074

PLACES OF CAPACITY ASSESSMENT:

Zone	Places of Capacity Assessment	Number per Year
North	Delhi, Faridabad, Bhopal, Yamunanagar, Bhiwadi, Gurgaon, Noida, Bhilai Bhopal etc	20
East	Kolkata, Ranchi, Bokaro, Rourkela, Jamshedpur, Guwhati and other cities in North East States etc	10
West	Mumbai, Pune, Nagpur, Ahmedabad Goa, Indore etc	25
South	Visakhapatnam, Vijayawada, Rajahmundry, Chennai, Bangalore, Hyderabad, Coimbatore etc,	45
Total		100

ANNEXURE - II OF TENDER DOCUMENT

BID SECURITY DECLARATION

(In Lieu of EMD)

Tender No. _____ Dated: (dd-mmm-yyyy)

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 the future tenders of RINL for a period of Three (3) Years and also already subrnitted 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 Security Deposit, 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 bidder shall submit a documentary proof (viz. certified/true copy of board resolution/Power of Attorney etc.) with respect to Legal capacity of a person signing this 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 Bidder 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 nature of all the partners to the Joint Venture/Consortium that submits the bid.

ANNEXURE - III OF TENDER DOCUMENT

PRICE SCHEDULE

- (1) Pre-dispatch Inspection
- (2) Value of items to be inspected (tentatively) for computation
- (3) Quoted rate for every Rs.100/- (percentage)
- (4) Total quoted value (Landed net of Input Tax Credit) (LNIP)
- (5)

X Rs.400 Cr for 2 Years * Rs. _____ per Rs. 100/-

(_____ %) Rs. _____ + GST

Capacity Assessment Number of Capacitive Assessments (tentatively) : for computation Quoted rate for every

assessment Total quoted value (Landed Net of Input Tax Credit) (LNIP)

Y 200 Assessments for 2 Years* Rs. _____ Rs. _____ + GST

X+Y Composite Landed Net of Input tax Credit Price

Rs. _____

(Signature of Tenderer with Seal)

* The figures indicated at Column (3) above are approximate and may undergo an increase or decrease at the sole discretion of RINL-VSP based on the actual requirement.

Note: a) Except the above details, any other condition/information if any, given in the format shall not be considered for evaluation. Price Bid format may be followed strictly. In the Blank Price Bid, figures may be replaced with star marks (*****) and the same may be submitted along with Techno-Commercial Bid. Price Bid should contain no caveat conditions. Any other terms and conditions other than the price mentioned in the price bid shall not be taken into consideration.

b) In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

c) Price bid to be submitted in the format provided along with the ITT/Tender. Any deviation/mistake/discrepancy/ambiguity in arriving at the price from the price bid submitted, which may lead to invalid, in such situation, even if the Tenderers have participated in reverse e-auction, their offers will be summarily rejected. The decision of RINL- VSP shall be final in this regard.

ANNEXURE - IV OF TENDER DOCUMENT

PRO-FORMA OF PERFORMANCE BANK GUARANTEE

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred drawn on the name of the issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Administrative Building
Visakhapatnam - 530 031.

Bank Guarantee No.

Dt.

LETTER OF GUARANTEE

1) WHEREAS, M/s _____ hereinafter referred to as the TPI and M/s RASHTRIYA ISPAT NIGAM LTD,VISAKHAPATNAM STEEL PLANT (hereinafter referred to as the RINL, VSP) have entered into an AGREEMENT vide CONTRACT No. _____ dated _____

_____ (hereinafter called the said CONTRACT) for pre-dispatch inspection of materials ordered on indigenous suppliers by RINL-VSP and Capacity Assessment of Industrial Units/Establishments on the terms and conditions mentioned therein.

2) We, (Name of Bank & Branch) at the request of the TPI, do hereby guarantee and keep RINL-VSP guaranteed to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the RINL-VSP, by reason of any breach by the TPI of any of the terms and conditions of the said CONTRACT and/or in the performance of the said CONTRACT by the TPI. We agree that the decision of the RINL-VSP as to whether any breach of any of the terms and conditions of the said CONTRACT or in the performance thereof has been committed by the TPI and the amount of loss or damage that has been caused to or suffered by the RINL-VSP shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the RINL-VSP on demand and without protest or demur.

3) We, (Name of Bank & Branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 13 months from the date of completion of the contract (b) in the event of any dispute(s) between the RINL-VSP and the TPI, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, (Name of the Bank & Branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (Name of Bank & Branch) not withstanding the fact that the same is enforced after the date referred to at (a) herein above, whichever date is the latest, provided that notice of any such claim has been given by the RINL-VSP before the dates referred to at (a) herein above, as the case may be. This bank guarantee is unconditional in nature and payments under this LETTER OR GUARANTEE shall be made promptly upon our receiving the notice to that effect from the RINL-VSP on demand and without protest or demur.

4) We, (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the RINL-VSP.

5) We, (name of bank & branch) hereby further agree that the RINL-VSP shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said CONTRACT or to extend the time of performance of the said CONTRACT by the TPI from time to time or postpone for any time or from time to time any of the powers exercisable by the RINL-VSP against the TPI to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and, We, (Name of Bank & Branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the TPI or any forbearance and/or omission on the part of the RINL-VSP or any indulgency by the RINL-VSP or by any other matter or thing whatsoever which under the laws relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6) We, (Name of Bank & Branch) hereby agree that the Guarantee herein contained in initially valid up to _____ and that the same shall be extended further according to the provisions contained herein above.

7) We, (Name of Bank & Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the TPI and/or the RINL-VSP.

8) We, (Name of Bank & Branch) hereby further agree that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at Visakhapatnam situated at (Address of local branch at Visakhapatnam).

FOR AND ON BEHALF OF
(Name of Bank & Branch)

Signature:

Name :

DULY CONSTITUTED ATTORNEY
& AUTHORIZED SIGNATORY

Designation

(Name of Bank & Branch)

Note: Issuance of this Bank Guarantee may also be got confirmed from RINL-VSP's controlling branch/office

e/Higher Authority as hereunder.
(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE - IV (A) OF TENDER DOCUMENT

CHECK LIST FOR BANK GUARANTEES

Name of the party submitting BG:
Party Code: Job Code / AT No/ LOI No:
Name of the Bank issuing BG:
Branch issuing the BG:
BG No.: BG Date:
BG Value:

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

"Issuance of this bank guarantee may also be got confirmed from our controlling branch / officer / Higher Authority (Name & Address)" Yes / No

- 12 BG contains the clause for 'Enforceability of the same at Visakhapatnam' and the address for the same is also specified in the BG. In the case of out station departments, city of operating department. Yes / No

Note: The BGs can be accepted only when reply to all the above are 'Yes' Signature and Seal of the Supplier Date:

ANNEXURE - V OF TENDER DOCUMENT

ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

To

GENERAL MANAGER(MM) - Stores I/c,
Central Stores Department,
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant,
Visakhapatnam - 530 031 (A.P).

Dear Sir,

Sub: Acceptance of the Terms and Conditions

Ref: 1) GeM Bid No.GEM/2025/B/6777057 DT.13.10.2025
2) Our Offer Ref. No.

With reference to your GEM Bid No. GEM/2025/B/6777057 DT.13.10.2025, we hereby give our confirmation and acceptance of all the terms and conditions mentioned in the above captioned tender.

** There are no deviations to the above captioned tender/Statement of Deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

Dated: (Signature and Seal of Tenderer)

Note: If there is any requirement of deviations/deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with offer (PART - A : Techno-Commercial Bid).

** Strike off whichever is not applicable.

ANNEXURE - VI OF TENDER DOCUMENT

Part-I

BILL No. RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM -530031.

ABSTRACT OF ALL INVOICES/BILLS SUBMITTED BY M/s--- FOR INSPECTION FOR THE MONTH OF-----,----

SL.NO.

VSP INSPN CALL NO.

INSPECTION LEADTIME
VALUE OF THE INSPECTED QTY.AS PER THE A/T.
INVOICEBILLAMOUNT(% OFCOL.4) (Rs.)

PENEALTYAMOUNT,IFANY

NET INVOICE/BILLAMOUNT (COL.
-(COL.5-COL.9)

GST on Net invoice Amount(18% of Col 10)

Net Invoice Amount (Col 10+ Col 11)

Remarks

DUE TO DELAYININSPN.SERVICES.
FORFAULTYINSPN.,BYM/s.....

OTHER,IFANY

TOTAL(COL.7+8+9)

1 2 3 4 5 6 7 8 9 10 11 12

GRANDTOTAL:

SIGNATUREOFTHEOFFICER-TPI SIGNATUREOFTHEOFFICERRIC-STORES
(WITHDATEANDSEAL OFTHEOFFICER) (WITHDATEANDSEALOFTHEOFFICER)

ANNEXURE - VI OF TENDER DOCUMENT
Part-II

RASHITRIYA ISPAT NIGAM LIMITED VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM- 530 031.

ABSTRACT OF ALL INVOICES/BILLS SUBMITTED BYM/s.---FOR CAPACITY ASSESSMENT FOR THE MONTH OF---
---,----

TOTAL AMOUNT TO BE PAID TO M/s.----Rs (INWORDS)

SIGNATURE OF OFFICER-TPI
(WITH DATE AND SEAL)

SIGNATURE OF OFFICER-RIC
(WITH DATE AND SEAL)

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---