

STANDARD TERMS AND CONDITIONS (These terms will have precedence over the GENERAL TERMS & CONDITIONS mentioned SEPARATELY, if at variance)

1. The #General terms & conditions of contract# of Rourkela Steel Plant is applicable for this tender. Copy of these General conditions of RSP is available in the Standard documents section of SAIL Website i.e., www.sailtenders.co.in for reference. Firms submitting their tender shall be deemed to have read and understood these conditions and the same shall for all intent and purpose be deemed to form integral part of the contract and shall always be constructed accordingly.

2.1 Rates shall be quoted in both figures and words. Bids not having rates in words are liable to rejection at the option of RSP. In case there is mismatch between words and figures, words will prevail over figures. Further, in case of any calculation mistake while quoting the amount for a particular item or total amount, the quoted rate(s) shall be considered as final.

2.2 If the tenderer resiles from the offer or varies the terms & conditions/rates after submission of tender but before placement of order, unless specifically asked for by RSP, the tender shall be treated as invalid and the EMD (if any) shall be forfeited. Such firms shall not be allowed to participate in any further tender for a period of one year.

2.3 In the event of extension of TOD, revised price bids submitted shall be accepted.

3.1 Tenderer shall indicate GST as extra only, if applicable. In case it is not specifically mentioned, the quoted rates shall be considered as excluding GST which shall be considered as extra only. If exempted, the same may be specified in Techno- Commercial Bid of Tender. Evaluation of Tender shall be done accordingly. The tenderer has to quote the basic rate/value and GST % separately. The tenderers should submit their GSTIN. The firms which do not have GSTIN Regn. cannot claim GST extra.

3.2 The Item wise labour/Service component and supply component have been specified against each item. However, in case the tenderer#s assessment differs for any item, this may be declared along with the tender for evaluation accordingly.

4. In the event of distribution of order to more than one firm, the order will be distributed in the descending order of price ranking with the lowest tenderer getting the highest share and the highest tenderer getting the lowest.

5. The tenderers are advised to quote the following Registration detail in their quotation:

a) Registration number with Rourkela Steel Plant and date till which Registration is valid.

b) GST Registration Number.

6 The tenderer to indicate the details of their bank account will be included in the payment instruction, viz, Bank Account No., Type of Account (e.g. Cash Credit/ Current A/c etc.), Branch Name & Address, Bank Name & City. Tenderer to note that no change in this clause will be

permitted under normal circumstance once the details are incorporated in the order. The bidders should confirm their registration with RSP for getting E-payment. If the bidder is not registered and also not submitted the E-payment mandate in prescribed format, then they must submit the mandate with required information and document while quoting against this tender. The E-payment mandate form and notice is available on <https://www.sailtenders.co.in> against #Notice and Circular# under the #Plant Unit# as Rourkela Steel Plant.

7. Order finalized against this invitation to tender is subject to the terms of purchase preference clause applicable for Local Small Scale Units & Central Public Sector Enterprises (CPSE) and Joint Venture with CPSE as per prevalent guidelines.

8. Place of Inspection will be as per RSP#s requirement.

9. In addition to ESI (wherever applicable), the contractor shall cover all his/her/their employees/contract labors deployed against his/ her/ their contract in RSP (including Odisha Group of Mines) for Group Personal Accident Insurance Scheme for a minimum amount as notified from time to time by PL-CLC for the period of Contract as an additional welfare measure and submit the proof of the same to the executing department before deployment in job. The present insurance coverage amount is Rs. 10,00,000/- minimum.

The cost of such insurance shall be covered by the contractor in his/ her/ their Quoted price accordingly and no extra payment to this effect shall be made to the contractor by RSP.

10. Wage payment

- Contractors shall be required to make payment of wages to their labour/workmen directly to the Bank Accounts of the labour/workmen through electronic mode for which documentary evidence shall be produced.
- Contractors shall be required to distribute Wage slips to their labour/workmen within stipulated time as per statute.
- Contractors shall be required to give Notice for payment of wages to Principal Employers/Representative of Principal Employers within stipulated time as per statute or at least 2 days in advance from stipulated date of payment as per statute.
- In case contract labour are deployed, the contractor shall pay Additional Welfare Amenities (AWA) in the form of allowance (not linked to wages) at the stipulated rate per day of actual attendance with a stipulated maximum amount per month to the contract labour engaged. ESI contribution shall be payable on this allowance by the contractor. Quoted rates shall be considered accordingly and no extra payment shall be made to the contractors on this account. The present AWA rate per day is Rs. 157.69 and the maximum amount of AWA per month is Rs. 4100.00. In case of any increase in AWA as mentioned above within the period of Contract, the Contractor shall have to pay the revised/increased amount to the Contract Labours to whom AWA was being paid earlier from the date of such increase and the amount so paid by the Contractor

shall be reimbursed by SAIL RSP on production of documentary evidence of such payment.

11. The Contractor is required to pay to the workmen, the Minimum Wages notified by the appropriate government and as per circular issued by RSP from time to time and also to comply with the various provisions of the statute/law/circulars/notices applicable to them. In case they default on the payment of wages to the Workmen, RSP reserves the right to pay the workmen the said amount on behalf of the Contractors and recover the same from the Contractors bills including additional 30% administrative charges of said amount as per rules of the company. Further, in case they default on the payment of other dues or violate any other statutory provisions, RSP reserves the right to pay to the workmen/Statutory authorities the said amount on behalf of the Contractors and recover the same from the Contractors bills.

12. Termination of contract :

If it is observed that the work of the Contract is not being carried out as per the finalized time schedule and/or workmanship/quality of work is considered poor and unsatisfactory, in that event, the Principal reserves the right to terminate the contract under intimation to the contractor and to get the balance work of the contract done through any other Agency at the Principal's option. In such an event, the extra amounts incurred by the Principal shall be recovered from the Contractor.

13. The contractor, before submission of tender/starting of the job shall inspect the site and working conditions thereof and satisfy himself after conducting thorough investigation as to the nature and amount of site work, the responsibility involved thereof and shall collect any other information as he may require from the Supervising Agency.

14. Consumables and other materials required for execution of Repair & Job Contracts (RJC)- (other than materials issued by RSP on non-chargeable basis) :

Consumables & other materials, not specifically identified in the Contract for issue on non-chargeable basis, shall be brought by the Contractor from outside the Plant, after due entry & endorsement of the challan at CISF Gate. For all items not specifically identified for issue on non-chargeable basis by the department and spelt out in the Contract, value shall be recovered from the Contractor's bills if such materials are not brought from outside against proper documents. Only in exigencies, on case to case basis, loan from other Contractors against prior permission in writing of Head of Deptt, with complete details of such loans shall be allowed.

15. Stores:

After dismantling the Equipment's, Contractor shall make his own arrangements to keep the spares or consumables safely to avoid any loss/damage during fitting.

16. Preparatory Work:

The Contractor shall plan his own programme for completing the jobs in such a manner that the entire work of dismantling/installation, fabrication/overhauling etc involved is done within the specified time. For this, the Contractor shall start preparatory work and make all their site arrangements well ahead of shutdown date and he shall be prepared to take up the job immediately after the shutdown is obtained.

17. Testing: Contractors shall complete their jobs well in advance for testing all the equipments in the presence of the Supervising Agency/his authorized representative. The Contractor shall keep the crew for testing, and rectification, if any, required at the time of testing, till the unit is handed over to Operations. The Contractor shall ensure satisfactory running of the Plant by doing proper job. The Contractor shall follow the sequence for testing various equipments strictly to avoid any delay in commissioning the main unit.

18. Drawing: All the relevant drawings referred in the technical specifications of the tender can be seen in the Planning Office of the Supervisor Agency.

19. Quality of Materials and Workmanship: The Workmanship, quality, nature of work rendered by the Contractor will be subject to approval of the Supervising Agency, whose decision shall be final and binding on the Contractor.

20. Co-operation with Agencies: There will be a number of Agencies working in the vicinity of the work area like Electrical, Refractory, Mechanical etc and Contractor should be able to adjust to the working and scheduling as per situation.

21. Facilities by RSP: Necessary power supply to the welding machine, drinking water connection, lightning etc will be provided to the Contractor on non-chargeable basis by the Supervising Agency at convenient places near the work site.

22. Vacation of site & handling over: All consumables like bolts, nuts, packing plates, pipes and structural and spares will be provided to the Contractor unless otherwise stated. However, all the tools and tackles including compressor, if required, and consumables like Oxygen, acetylene, welding rods and cleaning materials like cotton waste, Kerosene etc will have to be arranged by the Contractor at his own cost. All the scrap arising during the course of work is to be removed and shifted to a specified place shown by the Supervising Agency.

23. Coordination for execution of Work: The Contractor will station an Authorized Representative at the work site to supervise the job and receive the day to day communication regarding progress/development of the work from the Executing Agency/department/RSP authority and ensure line up of work accordingly

24. Handling & Transportation: Necessary handling/transport facility inside the Plant, like cranes, wagons, winches, truck and scaffolding materials required for dismantling/erection will be provided to the Contractor on non-chargeable basis unless otherwise stated. For any dispute regarding the requirement of any of the above, decision of Supervising Agency shall be final and binding on the Contractor.

25. Labour Escalation Claim:

During operation of the contract, if there is an upward revision of minimum wage, DA by any administrative instruction of RSP management, the contractor will be entitled to reimbursement of such additional amount on actuals. The Contractor shall submit his claim for labour wage escalation, if any, to the Executing Agency/Department based on the base date specified at SI no: 40 (escalation clause). The bills shall be verified and certified by the Executing Agency/Department as admissible as per Rules/guidelines of the company and shall be admitted by the executing agency /department and forwarded directly to the paying authority for payment. Except escalation in labour wages, the prices in this contract shall be firm. In case of wage escalation, only the following pertaining to wages paid on monthly basis are to be reimbursed to the contractor on production of supporting documents subject to statutory deductions if any.

- i) Differential basic wages and VDA
- ii) HRA on differential basic wages.
- iii) ESI & EPF employer contribution on Differential basic wages and VDA payable. No other claim shall be entertained.

26. Tax Variation clause

(i) Delay attributable to RSP/Force Majeure :- Any increase in taxes and duties on account of statutory increase, fresh imposition of any duty or taxes which take place during such extended period shall be admissible/ availed of. Reductions, if any, which takes place, shall be passed onto RSP.

(ii) Delay attributable to Supplier/Contractor:- Increase/ fresh imposition of taxes and duties during the extended period will be to the account of the party. However, the same will be admissible to the extent for which Input Tax Credit (ITC) is admissible against these levies. Any decrease in taxes and duties during the extended period will be availed of.

27. Statutory Rules & Regulations: The Contractor shall abide by the provisions of the Factory Act, Orissa Factory Rules, Employees Compensation Act, Contract Labour (R & A) Act and rules, EPF and MP act, ESI act and all other statutory rules and regulations in vogue and keep the Principal Employer indemnified of the provisions of the above Acts and Rules.

28. The Contractor is required to maintain statutory/other records like employment card, service certificate etc. as per applicable statutes/directions from RSP authorities issued from time to time in respect of persons deployed at RSP. Further, the records shall be produced before RSP/Statutory authorities as and when required/demanded. The agency is liable for disciplinary/penal actions in case of default in statutory compliances or non compliance of RSP's circular/guidelines/notices.

29. Contractors are required to register for verification of character and antecedents of individuals by police authorities through crime and criminal tracking networks and systems (CCTNS) portals in respect of all contract labour required to enter the RSP premises.

30. The contractor(s) has to arrange gate passes for their employees well in advance by complying all the prevailing rules and procedures of the company through contract executing department before start of the job.

31. Payment terms Unless otherwise stated, the normal payment terms will be as follows:

a) If the job duration is more than 90 days, party shall be allowed to raise R/A bill after 30 days of commencement of job and subsequently R/A bill shall be allowed to be raised only 30 days thereafter.

b) If the job duration is 90 days or less, total number of bills including Final Bill, shall not exceed four (04).

c) R/A bills may be admitted up to 90% of the Work Order/ A/T value and shall be paid as follows:

i) 1st R/A bill:- 100% of the executed value as certified by the Deptt.

ii) 2nd/subsequent R/A bills:- 100% of the executed value as certified by the Deptt with CLC clearance in original in respect of preceding R/A bill, complying deposit of ESI and EPF dues by the Contractors (where contract labour are engaged).

d) Final bill:- Balance executed value as certified by the Deptt. with CLC clearance in original, for total executed value (where contract labour are engaged)

e) Where R/A bill is not applicable, 100% of executed value shall be released against final bill certified by the Deptt. with CLC clearance in original where contract labour are engaged.

f) Final Bill shall be submitted by the Contractor within six months from the date of expiry of the contract.

g) All payments shall be released against the documents/certificates issued by executing Deptt. and as per terms of payment stipulated in Work Order/ A/T.

h) Since 10% security deposit shall be recovered from each bill including final bill, the party shall be paid 90% only of the executed value as certified by the executing deptt.

i) In case of orders whose quantity is given in lump sum or quantity is given in a single unit, R/A bill will be allowed against the provision of billing schedule.

j) Payment will be effected after statutory deductions as applicable.

k) GST, if applicable shall be charged by issue of invoice for recoveries like L.D, Penalty, Hire charges, Testing/Lab charges, Infrastructure facility charges, cost of material etc.

32. Security deposit (SD):

Security deposit (SD) at the rate of 10% will be retained from each RA bill and final bill. The SD will be released after guarantee period against 'no dues certificate' jointly signed by the execution department and suppliers/ contractors where in the contractor will certify that, "on having completed the works entrusted to us on contract in accordance with the conditions of the agreement/ contract and on having received all payments from RSP due in respect of the contract in full and final settlement except the security deposits, we hereby claim the refund of subject SD amount" and where in the department will certify that the "original CLC clearance has been retained by the department and the above claim has been verified and there are no demand against the contract in respect of stores, water charges, tools and plants" after clearance from Contract Labour Cell of RSP and compliance of statutory provisions after deductions of any dues from the contractor arising out of any claim by SAIL/RSP on the contractor.

33. Liquidated Damages (LD): If the contractor fails in the performance of contract to fulfill his obligations in time, he shall be liable to any liquidated damage on the period of delay a sum at the rate of 1.25% of the contract value for every completed week or part thereof subject to overall limit of 7.5% of Contract value.

34. Submission of Bills:

Bills are to be submitted to the supervising agency complete with all required documents, which may inter alia include wage sheets, ESI/EPF deposit challan/receipts, clearance of concerned departments and statutory authorities etc.

35. Timely performance of Contract:

i) For capital repair jobs, the supervising agency will issue a letter to the contractor to whom the job is awarded intimating his actual start of capital repair one week in advance. The letter will specify the date of start of job and completion date. The contractor should, however, be ready to take up the job immediately after issue of LOI/ Acceptance of Tender without waiting for the letter/work order to be issued in case of urgency. In such cases, the letter/work order may be issued after the job has started.

ii) ,,The contractor on award of job and starting of job, shall report everyday's progress to the supervising agency and submit plan of work for next day.

36. Penalty on non-performance in respect of SI No. 35:

i) If the supervising agency is not satisfied with the progress of job, he will issue a caution letter to the contractor. If there is no improvement, a reminder will be issued to the contractor. If there is no improvement even after the reminder, action will be initiated against the defaulting contractor to get the job executed at their risk and cost.

ii)The defaulting contractor in terms of SI No (i) above will also be debarred from participation in future tenders up to a period of 12 months.

iii)Keeping in view the time-bound nature of capital repairs, RSP reserves the right to get the job at the risk and cost of the defaulting contractor in the shortest possible time without recourse to (i) and with no further reference to a defaulting contractor and the LOI/ A/T issued will be deemed to be the notice to such defaulting contractor in respect of non-performance in such case.

37.Terms of delivery for repair/ supply items brought from outside plant premises must be FREE DELIVERY AT INDENTOR#S SITE, freight and insurance paid. Item wise break up of GST with MSN/SAC must be indicated. Tenderers to note that bid evaluation will be on Net Landed Cost basis. Quotations without Firm prices and submitted with Unilateral Price Variation clause are liable to be rejected/loaded suitably for bid evaluation.

38.For enabling us to avail GST credit on tendered items, the base rate of GST applicable, is to be indicated against each item. If firm is quoting for Exemption/Concessional rate of GST, firm to clearly indicate that during execution of contract, if exemption/ concession is withdrawn, the impact of additional Landed cost to RSP will be absorbed by the firm. In case prices quoted are inclusive of GST (e.g. price list based items etc) the item wise GST amount with rate of GST to be clearly indicated with confirmation that necessary documents will be provided for availing GST benefit.

39.Engagement of persons other than contract labour : There are certain jobs (referred to as other operational contracts like AMC etc) for which the contractor will have to engage their skilled personnel without involvement/engagement of any contract labour. In such cases, the contractor will indemnify RSP against any claim arising out of any dispute between their employee and themselves. For such cases clearance of Contract Labour Cell, RSP for payment purpose may be dispensed with. Labour wages/escalation will not be applicable in such cases.

40.Escalation: During operation of the contract, if there is an upward revision of minimum wages, D.A. by any administrative instruction of RSP management, the contractor will be entitled to reimbursement of such additional amount, on actual basis subject to production of documents showing payment at that rate. The base date shall be the date of issue of NIT. No other claim shall be entertained.

41.For terms not specifically mentioned in the enquiry, RSP#s general terms and conditions governing this contract will apply for any orders placed against this tender.

42.Tenderers should satisfy themselves about the scope of work, terms and conditions, working environment, other work in the area, before submitting their offer.

43.Guarantee: Unless otherwise stated, the contractor shall stand guarantee for the job executed by them/ material supplied by them for a period of six (6) months from the date of

overall completion of job. The guarantee shall be for any defects arising due to poor workmanship or using substandard material in the work.

44. Drawings enclosed (wherever applicable) must be returned with offer. In case, the drawings are too bulky, they can be returned separately to the executive who has signed the Invitation to Tender. RSP reserves the right to cancel the offer if drawings are not returned.

45. Safety Rules:

The contract executing department shall certify the usage of desired safety items and tools at the time of processing of final bill. The recoveries if any owing to non usage will also be indicated by the department in the job completion certificate while processing of the final bill. The Contractor shall abide by the safety regulation of the Principals. He shall take all safety precautions and provide adequate supervision in order to do the job safely and without damages to the equipments. The Contractor shall report to Safety Engg. Deptt. immediately on award of contract along with contract documents and job instructions from the Supervising Agency. Safety Engg. Deptt. shall brief the Contractor on safety precautions, handover the safety rules to the Contractor and explain/clarify the points. The Contractor is not permitted to start the job without reporting to the Safety Engg. Department and without getting their clearance. The Contractor shall take safety precautions and provide adequate supervision in order to do the job safely and without damage to the equipments. He shall engage workers or do the contract job only when he is satisfied that the hazards, if any, of gas/electricity/moving machinery etc. are removed from the area of work. For this purpose, if shut-down is to be taken, he shall process for obtaining the same. The Contractor shall supply required safety appliances like safety shoes, safety boots, ladies safety shoe, helmets, gloves etc. depending on the working condition as advised by the Safety Engg. Department from time to time and as required for the job.

Safety PPE specification

a) Industrial Safety Helmet: Standard- As per IS 2925: 1984 and 'ISI' mark, fitted with head band with sweat-resistant lining and cotton webbing chin straps. Fitted with fully adjustable and universal fit Ratchet mechanism. Universal slots on both sides to be compatible with head & face PPE accessories.

b) Industrial Safety Shoe: Design: Black color, design-B (ankle boot) as per IS-15298 part-2(2016) with lug loop and padded collar for comfort. ISI marked. Top protection:-Steel Toe Cap as per IS 15298. Impact resistance shall be 200J+_4J . Sole (as per application)

1. Acid and alkali resistant, abrasion resistant, water & oil resistant, anti-skid design, shall be in accordance with IS-15298 .

2. Heat resistant: 300 deg C for 1 min.

3. Electrical resistance: not less than 15 KV.

c) FR Jacket: Quality of cloth should meet test characteristics as per IS: 11871/1986 method-A. Jacket & Trousers material as per IS norm. GSM of cloth: between 350-375. OR FR Jacket / Shirt & Trousers made of 330 GSM Fire Resistant Wool & Viscose fabric having inherent fabric flame retardant material for protection against molten metal splashes confirming to latest EN ISO 11612.

d) Safety Goggle, polycarbonate confirming to EN-166 Design type: Wrap around, Optical lens type: single molded, ventilated Side shield including temple Element, light weight, 100% polycarbonate for wearing over user's glasses, Lens system: coated with anti-scratch.

e) RESPIRATOR, DUST, IS: 9473/EN-149 Standard- as per IS 9473:2002, ISI marked and FFP1S Class. Disposable respirator Low breathing resistance provides a more comfortable feel to the wearer.

f) Gloves, different types as per application:-

1. Leather cum Canvas Gloves-12" (Split): for Material handling (General purpose)

2. Leather cum Canvas Gloves-12" (Chrome): for Material handling (Mechanical) Contact with oil, grease, other dirt and General purposes

3. Leather cum Canvas Gloves-14" (Fire Retardant): For working in fire prone areas

4. Leather cum Canvas Gloves-14" (Chrome): for Material handling (Mechanical) Contact with oil, grease, other dirt and General purposes.

5. Leather Gloves-18" :for All welding and gas cutting activities.

6. Leather cum Canvas Gloves-18" Cut Resistant: during for handling of sharp sheets/objects.

7. Gloves (PVC) Acid & Alkali Proof-18": for handling Acid & Alkali.

8. Glove, Type: Non-Asbestos for high temperature resistant, overall length: 450(+/-5) mm. maximum working temperature: 1000degC, should have good mechanical strength, thermal and electrical Insulation, gloves should be comfortable for use Other safety terms and conditions as intimated to the Contractor vide terms & conditions of this Tender Enquiry shall also be applicable. In addition, the for specific jobs, Departments engaging the Contractor shall supply safety appliances like gas masks and respirators for working on gas line to the Contractor, for due compliance by the Contractor's workers. It shall be the responsibility of the Contractor for returning all such safety appliances in good condition, failing which cost recovery will be made from the Contractor's bills. In case of injury, the contractor shall first take the injured person to the OHSC, RSP. In no case, the contractors are allowed to take the injured person directly outside plant.

45.1. Penalty Clause:

A. The Contractor shall abide by the provisions of Factories Act. The Supervisory Agency or the Head of Safety Engg. Deptt. upon his satisfaction that the Contractor is not conforming to the safety requirement may direct stoppage of work and require the Contractor to remedy the defects or supply the omissions as the case may be. The Contractor shall not proceed with the work until his compliance with such directions to the satisfaction of the supervising agency.

B. The Contractor shall be fully responsible for the accident caused due to his or his Agents or Workmen's negligence or carelessness in regard to the observance of the safety requirements and be liable to pay compensation for injuries.

C. The firm has to ensure provision of adequate Tools & Tackles and safety items as per IS/BIS/Equivalent standard, of reputed make, of desired quantity, with valid fitness certificate (if applicable, issued by Competent authority).

D. Violation if any shall call for imposition of penalty by the Executing department as under and the decision of Executing department shall be final & binding in this regard:

a) for non-use of desired tools & tackles: Rs. 1000.00 per individual, per instance, per violation.

b) Rs. 3000.00 for minor violation.

c) Rs. 10000.00 for major violation. The total penalty shall be limited to 10% of contract value.

d) For repeated violation, the firm shall be liable to be debarred from further contracts up to a period of one year Suspension of business for a period up to 6 months. The total penalty shall be limited to 10% of contract value.

e) Major violation resulting in permanent disability/death of any person, the penalty shall be banning of business dealing with RSP or deduction of up to 10% of contract value to a minimum of Rs 50000.00 or both. E. Head of Safety Engg. Deptt. or the Head of Deptt executing the contract shall assess the gravity of violation and decide as to the nature of minor/major violation and impose penalty which shall be final and binding on the Contractor. The penalty amount shall be recoverable from any bill and/or EMD/SD of the Contractor.

F. Bill Payment: No bill will be forwarded to the Finance Department if a true copy of the safety induction certificate is not enclosed with the bill by the contractor. The original certificate will be kept by the department and a declaration to this effect will be given by the department in the back side of the bill.

46. If required, negotiations will be held with L-1 party only and order on one or more parties will be placed on the basis of finalised L-1 rate. Post L-1 rate finalisation, other parties will be asked to match the L-1 rate. If a tenderer quotes unworkable rates i.e., if the quoted rate is abnormally low such that it raises material concerns as to the capability of the bidder to perform the contract at the offered rate, the party will be asked to justify the rate quoted. After evaluating the justification provided, if it is felt that the bidder has failed to substantially demonstrate its capability to deliver the contract at the offered rate, the bid /quote may be

rejected. However, under compelling circumstances where the bidder is considered for placement of order despite having quoted abnormally low prices, the bidder will give Performance Guarantee Bond (PGB) (in addition to the security deposit, if applicable) in the form of bank draft / bank guarantee. In case the tenderers refuse to give the PGB, the following action may be taken against them:

(i) If they have submitted Earnest Money Deposit - their Earnest Money Deposit will be forfeited and they will not be considered in re-tendering if order/ contract is not finalized from the present tender.

(ii) If they have submitted Bid Securing Declaration - action may be taken against them as stipulated in the Bid Securing Declaration. 47., RSP#s decision regarding acceptance of whole or part or summary rejection of tenders submitted without assigning any reason shall be final and binding.

48. Tenderer should quote his GSTIN in all duty paying documents, viz, invoice/challan, consignment notes/ Rs. Similarly, RSP#s GSTIN should also be indicated in the above documents. RSP#s GSTIN is 21AAACS7062F2ZP.

49. Packing terms/conditions, if any, are to be mentioned in the offer.

50. In the event of tender opening date being postponed for any reason the same shall be intimated through a notice displayed at the notice board in Contract Cell (works)/ tender opening cell two (2) days in advance. The same shall also be applicable for opening of price bids, if not opened on the scheduled TOD.

51. The tenderers may seek any clarifications in writing at least 72 hours before closing time of tender submission. Otherwise it will be presumed that he is clear about all clauses in the tender conditions.

52. The Tenderer shall sign at the bottom, as token of acceptance, in each page of the tender, terms and conditions and other documents if any. The full set of documents is to be submitted in original after duly signed and stamped, in the tender box.

53. BID SECURING DECLARATION - (In lieu of EMD) Please refer Annexure A at the end

54. DECLARATION - Please refer Annexure B at the end

55. Non-Collusive Tendering Certificate (to be signed by an authorized person on the Tender's behalf) Please refer Annexure C at the end
FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS Please refer Annexure D at the end
Please refer Annexure E at the end and fill up UNDERTAKING FOR ANTI-BRIBERY

56. Compliance to SA 8000 requirements Declaration by Supplier/contractors RSP has adopted SA 8000, an international standard on Social Accountability introduced by Social Accountability International (SAI) New York, which focuses on nine areas which are useful to meet the basic

interests of my employees. I agree to give the following commitment to comply with the requirements of SA8000 given below in my offer.

(A)The requirements including but not limited to:

No deployment of child labour.

No deployment of forced labour.

Providing a safe and healthy working environment.

Respecting the right of all personnel to form and join trade unions of their choice.

No discrimination based on race, caste, religion, gender, birth, union membership, political affiliation, age, national or social origin, family responsibility or marital status.

Not supporting the use of corporal punishment, mental or physical coercion and verbal abuse.

To comply with all applicable laws on working hours.

To ensure that wages are paid to meet the legal and industry minimum standards. # Control of suppliers/subcontractors, sub suppliers and Home workers.

To establish an effective management system for implementation of SA8000 standard to the extent possible.

(B)In the event of the order placed on me, I will agree to participate in the monitoring activity by RSP, if any, to verify compliance to SA 8000 requirements.

(C)I will identify the root cause of non-conformance w.r.t. SA8000 requirements, if any, and take necessary Corrective Action and Preventive Action.

(D)I will inform RSP about my sub-contractors and sub-suppliers.

(E)I will ask my supplier/sub-supplier for commitments to adhere to the SA8000 requirements. By agreeing to the terms and conditions of this tender, the tenderer shall be deemed to have agreed to abide by the requirement of SA 8000.

57 The tenderer shall also furnish the following details:-

Contact telephone/mobile numbers: #####..

Goods and Service Tax Identification Number (GSTIN): #####.

Income Tax Permanent Account No (PAN): #####..

E-mail Id: #####

Bank Account No: #####..

Bank Branch: #####

Name of the Bank:#####..

[For the purpose of issue of payment (cheques)]

58. Conciliation Clause:

Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the Employer and the Contractor amicably. If however, the Employer and the Contractor are not able to resolve their disputes/differences amicably as aforesaid the said disputes/ differences shall be settled by Conciliation, failing which, through Arbitration. Conciliator will be appointed by DIC. Conciliation shall be resorted to prior to invoking Arbitration. The Arbitration Clause is to be invoked by the parties to the Contract only on failure of conciliation proceedings to amicably settle the disputes.

59. Arbitration Clause:

The arbitration shall be governed in accordance with The Arbitration and Conciliation Act 1996 (hereinafter referred to as the #Act#) of India and any amendment thereof. The language of Arbitration shall be English. Subject to the stipulations made hereinabove, Arbitration shall be conducted as per forum specified below:

- a) All Contracts, whose value is Indian Rs.5crore and below (for both Indian and Foreign Contractors), Arbitrator shall be appointed by the Chief Executive of the Plant or Unit (whatever designation he may be holding) and the Arbitration shall be held at Rourkela. The court of the competent jurisdiction exercising territorial jurisdiction over Rourkela shall have exclusive jurisdiction in the matter of disputes arising out of the contract.
- b) Arbitration of contracts, with Indian parties, where contract value is more than Indian Rs. 5crore and the contracts with foreign parties for value of more than Indian Rs. 5crore and up to Indian Rs.30crore shall be governed by the #SCOPE Forum of Conciliation and Arbitration# (SFCA). The venue shall be Rourkela.
- c) Arbitration with foreign contractor or in Consortium contracts (including foreign contractor), where the contract value is more than Indian Rs.30crore shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The venue of the arbitral proceedings shall be New Delhi. The tribunal shall be comprised of three (3) arbitrators
one (1) to be appointed by each of the parties and the third to be appointed by the two (2) arbitrators to act as the presiding arbitrator of the tribunal within one (1) month of their being appointed. In the event the parties fail to appoint their arbitrators or the arbitrators fail to appoint the presiding arbitrator in accordance with the provisions thereof, the arbitrators and / or the presiding arbitrator, as the case may be, shall be appointed in accordance with the provisions of the rules of Arbitration of The

International Chamber of Commerce (ICC), Paris. During the pendency of the Conciliation or Arbitration proceedings both the parties (i.e. the Contractor and the Employer) shall continue to perform their contractual obligations. The arbitral tribunal shall give reasons for its award. The tribunal shall apportion the cost of arbitration between the parties, the award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration. The court of the competent jurisdiction shall be Rourkela, Dist:-Sundargarh (with exclusion of all other Courts) shall have exclusive jurisdiction over all matters of dispute. Cost for arbitration is to be deposited by the claimant and in case of counter claim by the respondent. As an alternate dispute resolution mechanism, where the disputed amount is above Rs. 2Crores and up to Rs. 250Crores, the Conciliation may be held through SAIL's Scheme for Settlement of Contractual/ Commercial Disputes through Mechanism of Outside Expert Committee (OEC). Procedure of #Settlement of Contractual/ Commercial Disputes through Mechanism of Outside Expert Committee (OEC)# prevailing at the time of proceedings shall be applicable.

60. Instruction to bidders for compliance to Goods and Services Tax [GST].

i) For the purposes of this clause the following expressions shall have the following meanings:

a) GST- means any tax imposed on the supply of goods and services under the GST law.

b) Cess - means any applicable cess, existing or in future on the supply of Goods and Services.

c) GST LAW- means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST and SGST Act, 2016 and all related ancillary legislations. You are required to provide us the HSN and SAC code of the Goods/ Services being supplied by you, as applicable. Please furnish any additional place of business, in any other State/ States from where goods may be directly supplied to us.

ii) The tenderer shall quote GST as extra only, if applicable. In case it is not specifically mentioned in the offer, the quoted rate shall still be considered as excluding GST and GST shall be considered extra only. If exempted, the same has to be specified in the techno-Commercial Bid and evaluation shall be done accordingly. The firm, who do not have GSTIN, cannot claim GST extra. SAIL-RSP will evaluate such offers considering liability of SAIL-RSP to pay revenue tax or any tax chargeable as per law for such GST unregistered Vendors/Suppliers/Contractors.

(iii) For the purpose of this contract/agreement, price is exclusive of taxes and such taxes are payable extra, it is agreed between the parties that taxes as per GST rules shall be borne and payable by SAIL-RSP to Vendor/Supplier/Contractor in addition to the [contract price without

taxes] at actual. Vendor/Supplier/ Contractor would pass on the tax benefit/savings, if any, on account of output taxes to SAIL-RSP.

(iv) Vendor / Supplier / Contractor agrees to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns for the tax period on the Goods and Service Tax Portal etc. that may be necessary to match the invoice on GSTN common portal and enable SAIL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

(v) In case the Input Tax Credit of GST is denied or demand is recovered from SAIL-RSP on account of any non-compliance by the Vendor/Supplier/Contractor, including non-payment of GST charged and recovered. The Vendor/Supplier/Contractor shall indemnify SAIL-RSP in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. (vi) GST, TDS @1% will be deducted from bills for intra-state purchases by RSP for contract value exceeding Rs.2,50,000/- for which TDS certificate will be issued by RSP as per the GST rules.

(vii) GST, TDS @1% will be deducted from bills for intra-state purchases by RSP for contract value exceeding Rs.2,50,000/- for which TDS certificate will be issued by RSP as per the GST rules.

(viii) Contract involving goods and services for building, construction, fabrication, completion, erection, installation, fitting treated as service under GST and accordingly GST shall be payable.

(ix) Clause for additional input tax credit of GST available to Vendor/Supplier/Contractor For works contract relating to movable property, GST shall be payable treating the transaction at composite supply under GST law at the rate applicable to either goods or services which constitutes the predominance part of contract. In view of the GST implementation, as additional input tax credit will be available to the bidders, Vendor/ Suppliers/ Contractor are required to pass on the additional input tax credit on the input tax saving to SAIL-RSP. Vendor / Supplier / Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price. Accordingly, for supplies made under GST, the Vendor/Supplier/Contractor should confirm that benefit of lower costs has been passed on to SAIL-RSP by way of lower prices/taxes and also provide details of the same as applicable. SAIL reserves the right to examine such details about costs of inputs/input services of the Vendor / Supplier / Contractor to ensure that the intended benefits of GST have been passed on to SAIL. Vendor / Supplier / Contractor shall avail and pass on the benefits and concessions provided in the transitional provisions of the Goods and Service Tax Law with respect to the supplies. Vendor / Supplier / Contractor shall avail the most beneficial notifications, abetments, exemptions etc., if any, as applicable for the supplies under the Goods and Services Tax. For the purposes of the above mentioned requirements, the Vendor/ Suppliers/ Contractor shall

provide necessary documents as may be necessary and shall allow inspection of the same to SAIL-RSP.

61. The contractor has to submit the invoice well in advance considering the last date for availment of ITC on GST as per GST act/ rule so that SAIL-RSP will be in a position to avail GST credit. In case SAIL/RSP is not in a position to avail GST credit due to late submission of invoice, GST amount will not be reimbursed to the contractor.

62. The retrenchment benefit shall be reimbursed to the contractor(s), if the same is applicable to the concerned contract based on the engagement of Contract Labour(s) in accordance with the provisions of relevant statute and on submission of proof of payment of the said benefit by the Contractor.

Note:

1. Vendor need to ensure improvement of environmental performance, efficient use of resources, reduction of wastages & compliance to legal requirements.

2. Vendor need to ensure providing a safe work environment, minimizing the risk of downtime through accidents & compliance to legal requirements.

ANNEXURE-A BID SECURING DECLARATION (In lieu of EMD)

Date: Ref. Tender No.:

To:

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for a period of one year from being eligible to submit Bids for all future contracts.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of i) the receipt of your notification of the name of the successful Bidder; or ii) (thirty days after expiry of the validity of my/our Bid.

Signed: Name:

Duly authorized the bid for and on behalf of:

Dated on _____ day of _____ *BIDDERS ARE REQUIRED TO SIGN &

NOTARIZED THE BID SECURING DECLARATION

ANNEXURE-B

DECLARATION

1. I hereby declare that neither me nor any partners / Directors of our Firms / Company is made prime accused in a prosecution before any court of law or involved in malpractice and / or theft of the property of SAIL. The above declaration is true to my knowledge and belief and if any part or all is found untrue, I/ our Firm/ partnership/ Company shall be liable for any action for banning of business dealing with SAIL, RSP and /or our Tender /Contact shall be liable for cancellation.

Date:

Signature: Proprietor/Partner/Director/ Authorized Representative of Tenderer

Address:

2. I hereby declare that I do not represent any other Firm participating against the Tender. The above declaration is true to my knowledge and belief and if any part or all is found untrue, I/ our Firm/ partnership/ Company shall be liable for any action for banning of business dealing with SAIL, RSP and /or our Tender /Contact shall be liable for cancellation.

Date: Signature:

Proprietor/Partner/Director/ Authorized Representative of Tenderer

Address:

3. I hereby declare that neither me nor any Director of the Firm/ Company have any relationship within the meaning of Section - 6 of the Companies Act- 2013 with any of the employee working in SAIL, RSP concerned or Director of SAIL including its subsidiaries. The above declaration is true to my knowledge and belief and if any part or all is found untrue, I/ our Firm/ partnership/ Company shall be liable for any action for banning of business dealing with SAIL, RSP and /or our Tender /Contact shall be liable for cancellation.

4. Date: Signature: Proprietor/Partner/Director/ Authorized Representative of Tenderer

Address:

Remarks, If any (In case of any deviations to the above declarations, the firm has to mention the same in the below space, with proper reference

ANNEXURE-C

Non- Collusive Tendering Certificate (to be signed by an authorized person on the Tender's behalf)

To

Rourkela Steel Plant

Steel Authority of India Limited Rourkela

Dear Sir/Madam, Non- Collusive Tendering Certificate for {RFQ/Tender No.()Date()}

1. We (name(s) of the tenderers(s)) of (address(es) of the tenderer(s)) refer to the bid/offer against (the "Tender").

2. Non-collusion We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded;

(b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:

(i) Prices; (ii) Methods, factors or formulas used to calculate prices; (iii) An intention or decision to submit a bid; (iv) An intention or decision to withdraw a bid; (v) The submission of bid that does not conform with the requirements of the tender; (vi) The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and (vii) The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

3. Disclosure of in case of job/ project contracts: We understand that we are required to disclose all intended sub- contracting arrangements relating to the Tender to the Rourkela Steel Plant, Steel Authority of India Limited, Rourkela, including those which are entered into after the contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangement to the Rourkela Steel Plant, Steel Authority of India Limited, Rourkela.

4. Consequences of breach or non- compliance We understand that in the event of any breach or non- compliance with any warranties or undertaking in the certificates , the Rourkela Steel Plant, Steel Authority of India Limited, Rourkela may , at its discretion , invalidate our bid , exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay , cost and expenses of re - tendering and other cost incurred), and / or (in the event that we are awarded the contract) terminate the contract. Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

ANNEXURE-D

Format for undertaking to be submitted/uploaded by bidder along with the tender documents
I..... (Name and Designation) appointed as the
attorney/authorized signatory of the bidder (including its constituents) M/s.....
(herein after called the bidder) for the purpose of the Tender Documents for
..... as per the tender No..... of
.....(SAIL), do hereby solemnly affirm and state on the behalf of the bidder
including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/We have not made any misleading or false representation anywhere in the tender submitted including the annexure thereto.
3. I/We also understand that my/our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/We are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information/document submitted by me/ us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Further, I/We..... (Name of the Bidder) and all my/ our constituents understand that my /our offer shall be summarily rejected.
6. I/ We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts/ false/ forged/ fabricated/ fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning Dealings of SAIL and initiating any legal action as deemed fit by SAIL. Place: SEAL & SIGNATURE OF THE Date: BIDDER

ANNEXURE-E

UNDERTAKING FOR ANTI BRIBERY

Tender Enq Ref No.: Date: To: Rourkela Steel Plant Steel Authority of India Limited Rourkela
Dear Sir/Madam, This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non financial bribe, to or from anyone and if we notice any such incident happening, we shall report it to SAIL Vigilance.
Signed:

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____