

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
(A Govt of India Enterprise)  
Marketing Department, C Block, 1st Floor  
Main Administration Building Visakhapatnam 530031  
Phone: 0891 2518392/2518633 Fax: 0891 2528316/2518025  
Visit us at www.vizagsteel.com

Sub: Open Tender for "Appointment of Agency to conduct the customer satisfaction survey on All India Basis from Iron and Steel Customers of VSP" for the year 2008-09

Ref: Open Tender Notice No: VSP/MKTG/CSS/01 OF 2009-10 DT. 09/07/09

This document is issued to:

Shri/Messers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of the Tender Issuing Authority)

=====

This document is downloaded from www.vizagsteel.com by:

Shri/Messers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of the Tenderer)

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EARNEST MONEY DEPOSIT FORM

(To be filled by the tenderer)

The Earnest Money Deposit is remitted with the tender by

DD/PO/\_\_\_\_\_ Dated \_\_\_\_\_

On \_\_\_\_\_

(Signature of the Tenderer)

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(FOR OFFICE USE DURING OPENING OF PART-I)

1. EMD Particulars : DD/PO No..... for Rs.....  
drawn on..... Bank.....Branch
2. Sl.No.of tender : ..... out of ..... tenders
3. Covering letter : Given / Not given
4. No.of pages : .....
5. Validity of tender: .....

Signature of Marketing Executive      Signature of Finance Executive

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This document consists of:

- a. Notice Inviting Tender
- b. Instructions to Tenderers
- c. Tender Form
- d. Declaration of particulars
- e. Terms and Conditions of Contract
- f. Schedule of Rates

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### **NOTICE INVITING TENDER**

Sealed tenders in the prescribed form are invited from experienced / established agencies for appointment of Agency to conduct the customer satisfaction survey to measure the overall level of customer satisfaction of Iron and Steel customers of Visakhapatnam Steel Plant on All India Basis.

1. Availability of tender document: The tender document shall be available free of cost in the Office of Deputy General Manager (Marketing) – Contracts at the above address on all working days except on the last date for submission of tender.

The tender document shall also be available on VSP's website [www.vizagsteel.com](http://www.vizagsteel.com) for downloading on all days except on the last date for submission of tender. The tender documents downloaded from website shall be equally legally valid for participation in the tender process as tender documents obtained from the Company through manual process.

2. Last date and time for submission of tenders and time of opening: Upto 11.00 AM on 30/07/09 in the Office of Deputy General Manager-Contracts, at the above address and opening of Part-I(Technical and commercial Bid) immediately thereafter in the presence of such tenderers or their representatives who choose to be present. The Part-II (Price Bid) will be opened at a later date with intimation to the eligible tenderers.

3. Special conditions: The tenderer should have experience in conducting Customer Satisfaction Surveys/ studies for organizations such as Central Govt. Depts and PSUs and reputed Private Sectors/ MNCs/ Joint Ventures etc., covering the customers of their clients on All India Basis. However, specific studies/ surveys, undertaken by the tenderer for determining Market share, Brand Image, Demand Survey, Product specific Customer satisfaction Survey and other such studies not amounting to determine Customer Satisfaction Level for the organization as a whole will not be considered. The tenderers should be conversant with use of scientific and SQC techniques.

4. Contact Person: Sri. Sanjay Dargan, Deputy General Manager (Marketing)- I/c Contracts, Phones: 0891-2518 392, Fax: 0891-2518316/2518025.

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

6. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

7. Rashtriya Ispat Nigam limited reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

8. Tender Notice and Tender Documents available on VSP's website [www.vizagsteel.com](http://www.vizagsteel.com) may please be referred before participation.

Deputy General Manager (Marketing) – I/c Contracts

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Ref: Open Tender Notice No: VSP/MKTG/CSS/01 OF 2009-10 DT.xx/xx/09

**DECLARATION OF PARTICULARS**

1. Details of Tenderer:

A) In the case of Individuals

- i) Full Name, Address & Place of Business :
- ii) Previous Experience (Details to be furnished) :

B) In case of Partnership Firms:

- i) Full Name, Address & Share of each Partner :
- ii) Financial Status(Bank reference) of each partner is to be attached :
- ii) Previous experience of Firm & Partners (Details to be furnished) :
- iii) Attested copy of Partnership Deed : Yes / No enclosed
- iv) Particulars of Registration of the Firm under the Partnership Act :

C) In case of companies:

- i) Date of Registration, including Date of Commencement certificate in case of Public Companies (Certified copies of Memorandum and Articles of Association and certificate of incorporation/ commencement of business to be submitted)
- ii) Nature of business and provision of Memorandum of Association thereto
- iii) Name, particulars & address of all the Directors :
- iv) Previous experience (Details to be furnished) :

- v) Authorised, Subscribed & Paid up capital :
- vi) If nature of business covered in the tender differs from the business for which the Company is registered Central Government registration to that effect to be submitted. :
2. Are you doing business in any other name? If so, details thereof and extent of interest of Directors / Partners / Sole Proprietor of the applicant, in those businesses to be furnished
3. Are you / your partners / directors having any relatives working in RINL, VSP. If so, furnish details
4. Name and address of Bankers :
5. What is your Income Tax Permanent Account No. :
6. The Service tax registration number :
7. Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings
8. Has your financial net worth been negative during the preceding three financial years (a notarised affidavit is to be submitted against Points-7&8 above)
9. (i) Do you have experience in conducting Customer Satisfaction Surveys/ studies for organizations such as Central Govt. Depts and PSUs and reputed Private Sectors/ MNCs/ Joint Ventures etc., covering the customers of their clients on All India Basis to determine Customer Satisfaction Level for the organization as a whole ?
- (ii) Have you submitted along with your tender, copies of last 3 years Audited Accounts/ a Certificate from a registered Chartered Accountant showing details of last 3 years Turn Over as a proof of your Turn Over exceeding Rs. 1.0 Cr at least in any one of the last 3 years ?
- (iii) Have you submitted along with tender, copies of Work orders / Certificates issued by your Employers as a proof of your past experience in accordance with the Para 5 of " Instructions to Tenderers"?

Date:

For \_\_\_\_\_  
Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Seal/Rubber Stamp

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**INSTRUCTIONS TO TENDERERS**

Tender for 'Appointment of Agency to conduct the customer satisfaction survey to measure the overall level of customer satisfaction of Visakhapatnam Steel Plant customers of Iron and Steel on All India Basis'.

1. The tenderer should fill in the "Tender Form and Declaration of Particulars" forming part of the tender documents.
2. The tenderer should duly sign on every page of the tender documents including the Terms and Conditions of Contract in token of acceptance thereof, along with the rubber seal of the Company/Firm, indicating the name and the status of the signatory. The rates quoted by the tenderer in the Schedule of Rates shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words shall prevail.
3. The tenderer may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the survey is envisaged to be carried out and familiarise himself with the nature and magnitude of the services required of him including requirement of operational facilities. By submitting a quotation, it shall be deemed that the tenderer is fully familiar with all the work connected with conducting survey as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. After the tender is accepted, no claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.
4. The tender shall be accompanied by Earnest Money Deposit of Rs 5,000/- and accordingly submit Earnest Money Deposit in the form of account payee Demand Draft / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Scheduled Commercial Bank payable at Visakhapatnam. Tenders without Earnest Money Deposit shall not be considered. In the case of the unsuccessful tenderer the Earnest Money Deposit shall be refunded as early as possible. No interest shall be paid on Earnest Money Deposit. Government Undertakings / Enterprises are exempted from submission of Earnest Money Deposit.
5. The tenderer should have experience in conducting Customer Satisfaction Surveys/ studies for organizations such as Central Govt. Depts and PSUs and reputed Private Sectors/ MNCs/ Joint Ventures etc., covering the customers of their clients on

All India Basis. However, specific studies/surveys, undertaken by the tenderer for determining Market share, Brand Image, Demand Survey, Product specific Customer satisfaction Survey and other such studies not amounting to determine Customer Satisfaction Level for the organization as a whole will not be considered. The tenderers should be conversant with use of scientific and SQC techniques.

6. Only the tenderers having the necessary experience / qualification etc., should participate in the tender.
7. The tenderer shall, along with the tender, the following documents. Wherever, a copy is submitted, the same shall be duly self authenticated (attested).
  - i) Tender Document issued by VSP/Down loaded from VSP's Website, duly signed on all pages by the tenderer, including the Terms and Conditions of Contract in token of acceptance thereof.
  - ii) Earnest Money Deposit as mentioned at Para-4 above.
  - iii) Copy of partnership deed and proof of registration of the Firm in case of Partnership Firms and certified copy of Memorandum and Articles of Association in case of Companies.
  - iv) A notarised affidavit (original) that they are not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years.
  - v) Copy of certificate from the jurisdictional Superintendent of Service Tax to the effect that the tenderer is registered under the Service Tax Rules.
  - vi) The tenderer shall submit along with tender, copies of last 3 years Audited Accounts/ A certificate from a registered Chartered Accountant showing details of last 3 years Turn Over as a proof of their Turn Over exceeding Rs. 1.0 Cr at least in any one of the last 3 years.
  - vii) The tenderer will submit along with tender, copies of work orders/ certificates issued by their Employers as a proof of their past experience in accordance with para 5 above.
  - viii) The tenderer will submit along with the tender, a brief description of the survey Model and techniques they propose to apply in the actual survey.
8. Tenders incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The tenderer should be in a position to produce originals of all the above documents after opening of the Price Bids if he is successful. Failure to produce the originals at this stage in support of the attested copies of the above documents submitted earlier would result in disqualification and forfeiture of EMD.
9. If it comes to the notice of VSP at any stage right from request for enlistment/tender document that any of the certificates/documents submitted by applicants for enlistment or by bidders are found to be false/fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/Security Deposit etc, if any, will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fallouts like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.
10. The tender shall be submitted in two parts as follows:

- a) Part-I (Technical and Commercial Bid) in a sealed envelope shall contain four sets (original + 3 copies) of the following:
  - i) Covering letter.
  - ii) Form of Tender.
  - iii) All other documents and information regarding experience etc., except prices.

Part-I shall also contain the following:

- i) Tender Document issued by VSP or down loaded from web site duly signed on all pages including the Terms and Conditions of Contract in token of acceptance.
- ii) Earnest Money Deposit.

This envelope shall be superscribed as Part-I of the tender.

- b) The tenderer should not alter the Terms and Conditions of Contract and other documents given in the Tender Document issued by RINL/VSP or down loaded from Web Site. If he wishes to stipulate any deviations to the Terms and Conditions of Contract etc., the same should be given in the covering letter forming part of Part-I of the tender. RINL/VSP reserves the right to accept / reject the deviations. Further, if the tenderer fails to withdraw the deviations, on being requested to do so, RINL/VSP shall have the right to reject the tender.
- c) Part-II (Price Bid) in a separate sealed cover shall contain Schedule of Rates duly filled in. No conditions shall be enclosed in the price bid. This envelope shall be superscribed as Part-II of the tender.

The envelopes containing Part-I & II of the tender shall be kept in a third envelope and sealed. All the three envelopes shall be superscribed with " Appointment of Agency to conduct the customer satisfaction survey on All India Basis from Iron and Steel Customers of VSP ". Tender Reference No. and Tender Submission Date shall also be mentioned on all three envelopes.

- 12. Tenders should be kept valid for a period of 120 (one hundred and twenty) days from the last date for submission of Tender.
- 13. RINL/VSP reserves the right to accept / reject any or all tenders either in part or in full or split up and award the work to more than one agency without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.
- 14. RINL/VSP reserves the right to negotiate with the Central Government Departments / Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest tender and award the work, as per the guidelines issued from time to time by Government of India.
- 15. The Company requires that bidders/suppliers/contractors under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/ contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.



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**TENDER FORM**

From

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To

The Deputy General Manager (Marketing)  
Contracts Section,  
Marketing Department  
Administration Building  
Visakhapatnam Steel Plant  
Visakhapatnam-530 031

Dear Sir,

Sub: Tender for Appointment of Agency to conduct the customer satisfaction survey to measure the overall level of customer satisfaction of VSP customers of Iron and Steel on All India Basis'.

In response to your tender notice no.....dtd... inviting offers for Appointment of Agency to conduct the customer satisfaction survey on All India Basis for Iron and Steel Customers of VSP.I/We..... a Company / Partnership Firm / an Association / Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business at..... here by submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the last date for submission of Tender offer.

I/we hereby declare that we have read and understood and agreed to abide by and fulfil your Terms and Conditions of Contract for Appointment of Agency to conduct the customer satisfaction survey on All India Basis for Iron and Steel Customers of VSP, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we enclose herewith an Account Payee Demand Draft / Pay Order on ..... Bank for Rs...../- (Rupees ..... only) in favour of RASHTRIYA ISPAT NIGAM Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam being Earnest Money Deposit for the item quoted.

I/We hereby declare that this tender on acceptance communicated by you by registered letter shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

Encl: Terms and conditions of Contract  
and Schedule of Rates duly signed  
with seal on each page in two  
separate sealed envelopes.

Signature and seal  
of the tenderer

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**TERMS AND CONDITIONS OF CONTRACT**

For 'Appointment of Agency to conduct the customer satisfaction survey to measure the overall level of customer satisfaction of Visakhapatnam Steel Plant customers of Iron and Steel on All India Basis'

- 1.1 This document specifies only the scope of work, specifications of the work and the terms and conditions under which the contract work shall be executed by the Contractor.
- 1.2 In the Contract the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
  - a. The "Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 (AP) and includes its' representatives, successors and assigns.
  - b. The "Agency" shall mean the person / persons / firm or Company whose tender has been accepted by the Employer and includes the Agency's representative(s), successors and permitted assignees.
- 2.1 In consideration of the payments to be made by the Employer the Agency shall be responsible for carrying out all the jobs as per the scope and specifications mentioned there of as at para 2.5 and 2.6
- 2.2 The contract rates agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the agreement.
- 2.3 It shall be deemed that the Agency is fully familiar with all the work connected with conducting customer satisfaction survey as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. No claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever once the contract is awarded in their favour.
- 2.4 The Employer shall neither assure nor guarantee any quantum of work that may be entrusted to the Agency for conducting survey at any given time or throughout the period of the Contract. The Agency shall have no claim against the Employer, in case any of his equipments / facilities or work force remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

2.5 The following shall be the Scope of work

- a) Designing the questionnaire and the output format in line with Objective and result in consultation with Marketing Department and Corporate Strategic Management (CSM)
- b) Deciding the minimum sample size required, conducting the survey, which shall not be less than 300(Three Hundred) Customers. Segment wise/Region wise sampling is to be decided in consultation with Marketing department and CSM.
- c) Analysis of data and deriving the satisfaction index, segment wise after standardising the methodology most suitable to Iron and Steel Industry, including parameter wise performance and tabulating the expectations of the customers.

2.6 The job involves the following specifications:

- a) To measure the overall level of Customer Satisfaction of VSP customers on All India Basis in specific segments through use of appropriate and scientific SQC Techniques in selection of samples and sample- Size, Finalisation of Customer-Product-Company attributes, Sampling methods and analysis of Survey results. The attributes may interalia include factors like:

Overall image	Accessibility Communication Flexibility Proactive behaviour Responsiveness
Products and Services	Quantity Value Reliability Design Innovation Delivery Environmental Profile
Sales and after support	Capabilities and behaviour of employees Advise and support Customer literature and technical documentation Handling of complaints Product training Response time Technical support Warrantee and Guarantee provisions
Loyalty	Intention to purchase Willingness to purchase other products and services from the organisation Willingness to recommend the organisation

- b) To determine the Organisational Strengths and Weaknesses in the context of Customer Satisfaction/dissatisfaction.
- c) To identify the critical area(s) of operation leading to Customers' satisfaction in each segment.
- d) To provide Specific recommendations to make VSP a world class organisation with respect to Customer Satisfaction.
- e) The sample size should not be less than 300(Three Hundred) and will cover VSP's customers in various Regions/segments and sub segments.

- f) To make a presentation before the VSP Management explaining the Survey results and salient features before submission of the report.
- 3.1 The Contract shall be completed within 16 weeks from the date of issue of work order to the successful tenderer.
- 3.2 The survey results should be maintained strictly confidential and not to be disclosed to out side parties. The back up papers and any relevant papers and recordings such as tapes, CD's etc of survey along with the results (in original) shall be deposited with RINL/VSP, Marketing dept
- 4.1 The EMD shall be refunded only after the expiry / termination of the Contract and satisfactory performance of the work and on completion of all the obligations by the Agency under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the parties. Before refund of the EMD, the Agency shall submit a No Claim Certificate in the format at Annexure-A to the effect that no claim by him is pending for consideration by the Employer. No interest shall be payable on the EMD.
- 5.1 The Agency shall keep responsible and experienced representatives at their Head Quarter Office at all times to give necessary information and to take directions from the Employer.
- 6.1 For the services rendered by the Agency, the Employer shall pay to the Agency as per the Schedule of Rate. The payment terms shall be
  - a) 25% as mobilisation advance with interest bearing @ 15% per anum and with secured Bank Guarantee as per prescribed standard format at Annexure-C. The BG shall be valid up to 6 months beyond the date of expiry of the contract.
  - b) 25% after the questionnaire finalisation
  - c) 25% after 50% of the data collection.
  - d) Balance 50% after deducting 25% advance payment already made as at (a) including interest @15% per anum calculated at the time of release of final payment which will be made on the closure of the contract and report submission.
- 6.1.1 The Agency is required to establish BG in any of the Scheduled Commercial Bank with a clause to enforce the BG in their local Branch situated at Visakhapatnam. BG's issued by co-operative banks are not acceptable.
- 6.2 The quoted rates shall be firm and no escalation on any account, what so ever, will be admissible.
- 6.3 The survey shall cover Large, Medium and small customers spread over the entire country. The list of customers will be provided to the successful tenderer by VSP and equal weightage to be given to all the regions while conducting the survey.
- 6.4 The payments shall be made by Electronic fund transfer to the Bank account of the Agency. They have to furnish the details as per the format prescribed at Annexure-B
- 7.1 The Agency shall bear and pay all taxes, duties and other liabilities in connection with the discharge of his obligations under this contract, except Service Tax. Service tax paid by the Agency shall be reimbursed only on submission of Invoice detailing the amount of Service Tax payable on the services rendered and the Invoice contains the details of
  - i) the name, address and the registration number of Service Provider and Service Tax Range;
  - ii) the name, address and the person receiving taxable service (RINL);

- iii) Description, classification and value of taxable service provided or to be provided; and
- iv) Service Tax and Education Cess payable thereon.

The Company shall recover the Service Tax Component paid in case Cenvat Credit is disallowed due to any reason attributable to the Agency. The Agency shall also indemnify the Company against any other liability such as interest and penalty that may arise on this account.

- 7.2 Income Tax or any other taxes or duties which the Employer may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the Agency and the Employer shall provide the Agency with required Tax Deduction Certificate. All applicable taxes as per directives of Andhra Pradesh State government shall be deducted from the bills of the Agency. Necessary receipt to this effect will be issued to the agency in the prescribed proforma.
- 7.3 Any amount recoverable towards the losses / damages or extra charges incurred for completing the job resulting from non-compliance with the terms of contract shall be recovered from the outstanding payments of the Agency, or from the EMD or from both pertaining to this or any other contract with Employer. In case this amount is insufficient for such recoveries, the Agency shall make good the balance amount by payment.
- 8.1 The Agency shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer. The Agency shall also not sublet in whole or in part the work unless otherwise provided by the Contract and even then only with the prior written consent of the Employer and such consent if given shall not relieve the Agency from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub- Agency, agents, servants or workmen, as if they were the acts, defaults or neglects of the Agency. In that event all rights and remedies secured / provided for under this contract shall be available against the Agency.
- 8.2 The Agency shall not use the services of any of the employees of the Employer, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Employer. Any bribe, commission, gift or advantages given promised or offered by or on behalf of the Agency or his partners, agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this contract, shall make the contract liable for cancellation at the discretion of the Employer.
- 8.3 In the event of the Agency's failure / default to do the work as per the requirement of the Employer within 16 weeks time, the Employer reserves the right to appoint alternative agencies for such work i.e conducting Customer satisfaction survey, at the risk and cost of the Agency. In such a case the Agency shall be responsible to pay for the extra expenditure that may be incurred by the Employer. The decision of the Employer in this regard shall be final, binding and conclusive.
- 8.4 In case of continuous default, the Employer has the right to terminate the contract, forfeit the EMD and suspend business with the Agency for a period of 2 years.
- 8.5 In the event of the contract being terminated in exercise of the rights reserved as above, the Agency shall not be entitled to claim any damages / compensation from the Employer on account thereof.
- 8.6 In the event of the Agency contravening any of the above stipulations, the Employer in addition to it's right to cancel the contract shall be entitled to award the contract to anyone else on the Agency's account and at his risk and the Agency shall be liable for any loss or damage which the Employer may suffer consequent to or arising out of such replacement of the contract.

- 8.7 In case of any loss / damage suffered by the Employer due to any negligence / failure or non-performance on the part of the Agency of any of the provisions of the agreement the Employer reserves the right to recover such losses and damages from the Agency.
- 8.8 The decision of the Employer as to the amount of the loss / damage suffered by the Employer in such cases shall be final and binding on the Agency. The recoveries set out above shall be without prejudice to the rights of the Employer under the contract or under law.
- 9.1 In the event of the contract being terminated in exercise of the rights reserved as above, the Agency shall not be entitled to claim any damages / compensation from the Employer on account thereof.
- 10.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Agency upon or in relation to or in connection with the contract, either party may forthwith notify the other in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator to be nominated by the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant. In case designation of the Chairman-cum-Managing Director is changed or his office is abolished, the officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant by whatsoever designation such officer is called, shall nominate the sole arbitrator to adjudicate upon the disputes and there shall be no objection to any such nomination / appointment that the sole arbitrator is an officer / employee of the Visakhapatnam Steel Plant.
- 10.2 The Arbitrator nominated by the Chairman-cum-Managing Director of RINL / VSP shall be the sole judge to decide the questions / claims / disputes / differences referred to him for arbitration and his decision shall be final and binding on both the parties.
- The arbitrator's fees, expenses and all other costs and 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 witness shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs, then it should prevail.
- 10.3 The place of arbitration shall be Visakhapatnam.
- 10.4 The provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this contract.
- 10.5 Work under the contract shall be continued by the Agency 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 unless 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 with-held on account of such arbitration proceedings unless it is a subject matter or one of the subject matters thereof.
- 10.6 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Employer's right to file and prosecute under the applicable law for any and/or all sums that the Employer claims to be due and owing by the Agency to the Employer under this Contract.
- 10.7 The courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions / disputes / differences of any kind whatsoever arising under or in connection with the terms and conditions of the contract.

Signature of the tenderer

Date:

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The General Manager (Marketing)  
Marketing Department  
Visakhapatnam Steel Plant  
Rashtriya Ispat Nigam Limited  
Visakhapatnam

Dear sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for conducting customer satisfaction survey on all India basis of Iron and Steel materials customers of VSP, I/WE have no claims against your Company.

Bill no.

Date

Amount

Date:

-----  
(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Employer:

From

-----  
-----  
-----

To

Engineer in charge  
RINL/VSP

Sub :E-Payment  
Ref : Contract /WO No

Consent for E-Payment:

“ I/We hereby convey our consent that the payment made by RINL/VSP of any sum due to me /us, directly remitting the same to my /our Bank, the address and the number of which is furnished shall be in full discharge of the particular bills, raised by me/us and I/We shall not have any claim in respect of the same.

Undertaking:

“I/We hereby undertake that any payment made direct to me/us or to bank account shall be in full discharge of the obligations of RINL/VSP and I/We shall have no claim whatsoever in respect of the bill for which the payment is made.”

I/We opt for EFT/Direct Credit (Strikeout whichever is not applicable)

I/We furnish here below the bank account details:

Name of the Bank  
Branch Name, place and MICR Code of the Branch  
Account Number in full  
Type of Account  
Name and style of account

For \_\_\_\_\_ & Company

Authorised Signatory /Proprietor

ANNEXURE-C

(On Non Judicial Stamp Paper of 100/- bought in the name of the Bank)

GUARANTEE BOND

(FROM A SCHEDULED BANK)

To,

M/s Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant  
Visakhapatnam- 530031  
Andhra Pradesh

Subject : Bank Guarantee for Mobilisation Advance.

In consideration of your agreeing to pay to M/s -----  
(herein after referred to as 'The Agency') a sum of Rs.\_\_\_\_\_/ - (Rupees  
\_\_\_\_\_ only) as and by way of advance payment under  
the terms and conditions of their contract/Work Order No.\_\_\_\_\_ dated \_\_\_\_\_  
(hereinafter referred to as 'the said Contract') on our agreeing to furnish you with our  
guarantee in the manner herein after contained. We \_\_\_\_\_ Bank do hereby  
covenant and agree with you as follows:

1. We hereby undertake to indemnify you and keep you indemnified to the extent of the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) from and against all losses and damages that may be caused to or be suffered by you in relation to the advance payment to be made by you to the Agency as aforesaid by reason of any default or defaults on the part of Agency in carrying out any works under the said Contract in respect of which such advance payment as aforesaid is to be made by you to the Agency or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and making thereof and in the event of any default on the part of the Agency as aforesaid we shall forthwith on demand pay to you any sum or sums not exceeding in the total sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as may be claimed by you by way of refund of such advance payment or any portion or otherwise as your losses and/ or damages, costs, charges or expenses by reason of such default or defaults on the part of the Agency as aforesaid.
2. Notwithstanding anything to the contrary, your decision as to whether the Agency has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay on claiming the same on demand without any objection.
3. This Guarantee shall continue and hold good until it is released by you on the application by the Agency after expiry of the relative guarantee period of the said contract and after the Agency had discharged all its obligations under the said Contract and produced a certificate of the due completion of the work under the said Contract and submitted a 'No Demand Certificate' provided always this guarantee shall in no event remain in force after the date of -----without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date . Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Agency in respect of completion of the works under the said Contract or otherwise we undertake to extend the period of this Guarantee and confirm in writing the extension of time on your request till such time as may be required.

4. You will have fullest liberty affecting this guarantee from time to time to vary any of the terms and conditions of the said Contract or extend time of performance of the Agency to postpone for any time or from time to time any of your rights or powers against Agency and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference of matters aforesaid or by reason of any time being given to the Agency or any other forbearance, act or omission on your part or any indulgence by you to the Agency or by any variation or modification of the said Contract / or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof the effect of so releasing us from our liability hereunder 'PROVIDED ALWAYS' nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) as aforesaid or extend the period of Guarantee beyond the said day of \_\_\_\_\_ 200\_\_\_\_ unless expressly agreed to by us in writing.
5. This guarantee shall not in any way be affected by your taking or varying or giving us any sureties from the Agency or any other person, firm or Company on its behalf or by the winding up dissolution, insolvency, reconstruction or death as the case may be of the Agency.
6. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Agency hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
7. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Agency from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us before the date of expiry of this guarantee mentioned above.
8. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto or given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee not intended to and shall not revoke or limit such guarantee or guarantees.
9. This guarantee shall not be affected by any change in the constitution of the Agency or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or otherwise but will ensure for and be available to and enforceable by the absorbing or amalgamated Company or concern.
10. This guarantee shall come into force simultaneously with your making the said advance payment to the Agency and shall not be revoked by us whether before its coming into force any time during its currency without your previous consent in writing.
11. It shall not be necessary for you to proceed against the Agency before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Agency at any time or when proceedings are taken against us hereunder be outstanding or realised.
12. All claims arising out of this Bank Guarantee may be filed either with us or with our Branch located at Visakhapatnam (please specify) in writing within six months of the expiry of the validity period of the Bank Guarantee.

Yours faithfully,

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
(A Govt of India Enterprise)  
Marketing Department, C Block, 1st Floor  
Main Administration Building Visakhapatnam 530031  
Phone: 0891 2518392/2518633 Fax: 0891 2528316/2518025  
Visit us at [www.vizagsteel.com](http://www.vizagsteel.com)

Sub: Open Tender for "Appointment of Agency to conduct the customer satisfaction survey on All India Basis from Iron and Steel Customers of VSP" for the year 2008-09

Ref: Open Tender Notice No: VSP/MKTG/CSS/01 OF 2009-10 DT.09/07/09

Volume-II of the document issued to / downloaded by:

Shri/Messers: \_\_\_\_\_

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

(Signature of the Tender Issuing Authority  
or the Tenderer as the case may be)

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(FOR OFFICE USE DURING OPENING OF PART-II)

1. Sl.No.of tender : ..... out of ..... tenders
2. Covering letter : Given / Not given
3. No.of pages : .....
4. Rebate offered, if: ..... (.....)  
any
5. Rates written in : Written / Not written  
words or not
6. Validity of tender: .....

Signature of Marketing Executive    Signature of Finance Executive  
=====

**RASHTRIYA ISPAT NIGAM LIMITED**  
**VISAKHAPATNAM STEEL PLANT**  
(A Govt of India Enterprise)  
Marketing Department, C Block, 1st Floor  
Main Administration Building Visakhapatnam 530031  
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### **SCHEDULE OF RATES**

(To be filled in and submitted in a separate sealed cover as per the Instructions to Tenders)

**Name of the work:** Appointment of Agency to conduct the customer satisfaction survey on All India Basis of Iron and Steel Customers of VSP

1. The Employer (RINL/VSP) shall pay to the Contractor as per this schedule of rates for the operations described herein carried out on the specific written instructions of the Employer covering all the points mentioned in the descriptions as per Terms and Conditions of Contract.

#### **Bill of Quantities (BOQ)**

SNo	Description	Unit	Rate(In Rupees) *&**
01	Conducting 'Customer Satisfaction Survey as per specifications with all labour, tools, machinery, materials including paper, consumables, scanning etc and submit 60 copies of reports along with one set of original feed back formats.	Lumpsum	

(Note:\* The rate shall be inclusive of all taxes, duties and other liabilities in connection with the discharge of the Agency's obligations under this contract, except Service Tax.

\*\* The rates quoted by the tenderer in the Schedule of Rates shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words shall prevail)