FORM'C'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPARTMENT
VISAKHAPATNAM-530031
PHONE NO: (MAX)3691, TELEFAX NO:0891-2518763

Name of the work : HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY

TENDER NO: 75709-0

PERIOD OF CONTRACT : 36 (Thirty six) months
DEFECT LIABILITY PERIOD : NIL
ENGINEER : DGM (FMD)

ISSUED TO SRI/ M/s._____

TECHNO-COMMERCIAL BID (Part-1)

Note: Tenderer has to fill the data wherever and whatever required in the tender schedule without fail and sign all the pages

No of pages of BOQ alone : NIL

Total No. of pages : 30 (THIRTY) pages only

(FOR OFFICE USE ONLY)

1. E.M.D. PARTICULARS :	
2. Sl.No. :	**OUT OF TENDERS**
3. COVERING LETTER :	**NO. OF PAGES:**
4. REBATE OFFERED :	
5. RATE WRITTEN IN WORDS :	
6. VALIDITY OF TENDER :	**4 MONTHS FROM THE DATE OF OPENING**
SIGNATURE OF CONTRACT DEPT. REPRESENTATIVE	**SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE**

VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPT., VISAKHAPATNAM -530031 (A.P.)
TELEFAX: 0891-2518763 TEL NO: 0891-2758705, 2518763

OPEN TENDER NOTICE NO:VSP/WC/FMD/75709-0/OT/2016 Dt: 21.04.2016

1. Sealed tenders on **TWO–BID System (Techno–Commercial bid and Price bid)** along with Earnest Money Deposit (EMD) are invited from experienced contractors for the following work:

Tender No:	*Name of the work*
75709-0	**HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY**

Note : 1. "The tenderers shall have the experience in supply of vehicles for transportation work".

2. a) Tenderers are required to unconditionally accept the "Integrity Pact" enclosed to the tender document and shall submit the same duly signed along with their offer. Offer of the tenderers received without Integrity Pact duly signed, shall not be considered.
   b) The External Independent Monitors (EIM) is Sri Venugopal K. Nair, IPS (Retd)., Sri Siva Prasada Rao. The bio-data of Sri Venugopal K. Nair & Sri Siva Prasada Rao are available in VSP website.
   c) The Nodal Officer is Sri P. K. Mishra, GM (MM), VSP. He can be contacted at Phone No. 09989926882 and at e-mail: prasannamishra@vizagsteel.com

3. The work shall be split into three packages for PART-1, PART-2 & PART-3 respectively in the ratio of 40 : 30 : 30 and awarded to three agencies

4. Welfare allowance is applicable for this work

Tender Number	Cost of Tender Document (Non-refundable)		*Eligibility/ experience requirements*		Earnest Money Deposit (₹)
	By hand (₹)	By download (₹)	Value of single similar work executed (₹ in Lakhs)	Annual Turn over (₹ In Lakhs)	
75709-0	**1200/-**	**1200/-**	**11.53**	**06.91**	**75,000/-**

2. **Cost of Tender document(s) shall be paid in the form of Demand Draft / Pay Order / Banker's Cheque, obtained from any Nationalized or Scheduled Bank in India, drawn in favour of RIN Ltd., payable at Visakhapatnam and shall be valid for a minimum period of one month from the date of opening of tender i.e., Envelope-1 (Pre-qualification documents).** ***THE COST OF TENDER DOCUMENT(S) RECEIVED ALONGWITH TENDER DOCUMENT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES UPON RECEIPT OF TENDER.***

3. The value of **single similar work** executed shall be during the **last 07(Seven) years** ending last day of month previous to Tender Notice date i.e: **31-03-2016** and Turnover shall be the average Annual Financial Turnover during the last 03 (Three) years ending 31st March of the previous financial year i.e**.,31-03-2016.** The tender document shall be accompanied with copies of (a) Work Order, Bill of Quantities, Work Completion Certificate indicating the total value of the work done inclusive of all deviations and escalations against the subject work and including all taxes & duties, *but excluding Service Tax.* In case of work executed outside VSP, and where the total amount includes Service Tax, tenderers shall make efforts to get the value of Service Tax indicated separately in the Work Completion Certificate. **In case of work-in-progress, Work-in-progress Certificate indicating start date as per Order and actual start date & value of work executed with date up to which it is considered against the subject work and including all taxes and duties, but excluding Service Tax with certification of satisfactory performance of the Contractor to that extent and continuance of the said work by the respective employer (b) for Turn Over Audited balance sheets certified by Practicing Chartered Accountant in case the annual Turn-over is more than ₹40.00 Lakhs (or) in case of Turn-Over being less than ₹40.00 lakhs either Turn-over certificate in the prescribed format of VSP duly signed by a practicing Chartered Accountant/Cost Accountant or T.D.S. certificate(s) comprising of the Gross bill values issued by the Deductor(s) for the work done. (c) Copy of registration letter issued by V.S.P incase of registered agencies and incase of non registered agencies, either a copy of Notarized sole Proprietorship or a copy of Partnership deed or a copy of Memorandum of Association & Articles of association along with certificate of registration- whichever is applicable . VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer**. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

NOTE :

1) TENDERERS SHALL SUBMIT PF REGISTRATION CERTIFICATE IF AVAILABLE, IF NOT AVAILABLE SUCCESSFUL TENDERER SHALL SUBMIT PF REGISTRATION CERTIFICATE BEFORE COMMENCEMENT OF THE CONTRACT.

2) THE SUCCESSFUL TENDERER SHALL PRODUCE REGISTRATION CERTIFICATE UNDER APVAT ACT, WHEREVER APPLICABLE, BEFORE SIGNING THE WORK ORDER / LOA AND SUBMIT A COPY OF THE SAME.

4.0 The tenderers are requested to note that :

4.1 The offer shall be made in **02(two) envelopes. First envelope** (to be super scribed as Envelope-1 with name of the work, tender no.) should contain the cost of the tender document in case the tender is downloaded from the web site (Tender can be purchased from the office of DGM(WC) I/c by paying tender cost in the form of DD/PO/BC as cited at para-2 above in which case tender cost need not be enclosed while submitting the tender), Earnest Money Deposit(EMD) separately in the form of DD/PO/BC etc (refer to instruction to tenderer) and pre-qualification documents(Criteria eligibility/experience and other documents etc.) as per para-1 read with para-3 above along with TECHNO-COMMERCIAL BID WITH FILLED IN QUESTIONNAIRE, ALONGWITH DETAILS OF EXPERIENCE AND SUPPORTING DOCUMENTS, duly signed / attested by the authorized representative of the company. **Second envelope** (to be super scribed as Envelope-2 with name of the work, tender no.) should contain price bid in its prescribed format along with the tender document.

4.2 The first cover shall be opened initially and only on satisfying the eligibility criteria **INCLUDING TECHNICAL ACCEPTABILITY**, adequacy of cost of tender document (incase of downloaded tender) and EMD etc., placed in it, the second envelope containing the price bid shall be opened. The date and time of opening of the price bid along with names of successful tenderers in pre-qualification & techno-commercial bid will be subsequently displayed in the notice board of Works Contracts only and no individual communication to tenderers will be made.

4.3 Scope of work, Bill of Quantities (BOQ), Terms & Conditions given in the tender documents (placed in the website) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website / issued are found tampered/altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.

4.4 It will be presumed that the tenderers have gone through the General Conditions, Special Conditions & Instructions to tenderer etc., of the contract available in the website which shall be binding on him/ them.

4.5 The tenderer shall download the "TENDER SCHEDULE" available on the website in totality and submit the same duly signed on each page. **Any time prior to the deadline for submission of bids, Works Contracts department may, for any reason, modify the tender terms and conditions by way of an amendment, such amendment will be notified on RINL's website at regular intervals.**

4.6 Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).

5.0. The tender documents and other details can be downloaded from our web site: **www.vizagsteel.com** and the same are to be submitted to the Dy. General Manager (Works Contracts) I/c, Visakhapatnam Steel Plant duly signed on each page by the tenderer **on or before 03.00 PM on 24-05-2016**

6.0. Non-transferable tender document can also be obtained from the office of Dy General Manager (Works Contracts) I/c, VSP on written request on bidder's letter head on payment of tender cost in the form of DD/BC during working hours 10 AM to 4.30 PM **on or before 04.30 PM on 23-05-2016**

7.0. Tenders will be received in the office of Dy General Manager (Works Contracts) I/c, **up to 03.00 PM on 24-05-2016 and Envelope-1 will be opened immediately there after.**

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

9.0 If it comes to the notice of VSP at any stage right from request for registration /tender document that any of the certificates /documents submitted by applicant for registration or **by bidders are found to be false /fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 05(FIVE) years including termination of contract, if awarded. E.M.D/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of E.M.D./Security Deposit , if any, and recovery of risk and cost charges etc., Decision of V.S.P Management will be final and binding**

10.0 The date of opening of the pre-qualification cover (envelope-1) shall be the date of tender opening in respect of both the single bid and two-bid (techno-commercial and price-bid).

11.0 Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of P.F. Regn./ITCC/Electrical License/experience /qualification/any other documents etc. submitted earlier would result in **disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders**.

12.0 Tender documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc.. RINL reserve the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency, (c) reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of and without being liable to refund the cost of tender documents thereupon.

For Dy General Manager (Works Contracts) I/c

FORM – A

Ref. Tender No. 75709-0

Name of the Work : **HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY**

To
Dy General Manager I/c
Works Contracts Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031.

Sirs,

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

I/We have deposited the EMD, which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if I/We revoke/withdraw/cancel my/our tender or if I/We vary any terms in our tender during the validity period of the tender without your written consent and/or if in the event of Visakhapatnam Steel Plant accepting my/our tender and I/We fail to deposit the required security money, execute the Agreement and/start the work within reasonable time (to be determined by the Engineer) after written acceptance of my/our Tender.

- Status of the firm (mark)
- Proprietary /Partnership/others (Specify)

* Authority to Sign:
a) Proprietor
b) Managing Partner
c) Power of attorney holder
Name of Partners:
1)
2)
3)

Following Details are to be furnished by the tenderer compulsorily (neat&legible) while submitting the tender schedule	
Income Tax PAN No.	
Status/Reason for not having PAN No.	
OFFICIAL ADDRESS Phone No: Cell No : Fax No.: e-mail address:	

Yours faithfully,

(Signature of Contractor)
Name:……

INSTRUCTIONS TO TENDERERS

1.a) Tenders shall be submitted in the office of the Dy General Manager (Works Contracts) I/c, Visakhapatnam Steel Plant, Visakhapatnam – 530 031.

b) Tenders shall be submitted in the prescribed form issued by VSP. The Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without detaching any part.

c) The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their **"Total Amount only"** accordingly.

d) Tender shall be for the entire scope of work mentioned in the tender documents.

e) Tenderer **"Shall quote only the Total Amount in figures and in words".** Over writing is not permitted and corrections are to be essentially initialed. Amount quoted in words shall govern in case of variance between figures and words.

f) The **" Total Amount quoted in figures and words shall be tallied"** before submission of the tender and all mistakes corrected and initialed. Quotation shall preferably be type written or written in neat and legible handwriting. All the pages of tender documents shall be signed by the tenderer.

g) **Respective tenderers participating in the tenders due for opening on the scheduled day, can witness the opening of tenders/price bid on production of valid identity card/gate pass, or alternately, shall give a duly signed authorization to their designated representatives who are nominated if they wish to witness the tender/price bid opening. However, if any person is found to obstructing the passage/entry to the tender box, or if any unauthorized person is found in the tender opening room, the designated officer of WCD, incharge for tender submission/opening of bids or the HOD of WCD shall inform the CISF constable present on duty to evict the person. Also, to intimate to CISF in writing, to cancel the Gate Pass for a period of 01 (ONE) year.**

h) If by any reason the tender opening is postponed to any other date, the details will be displayed in the notice board of Works Contract Department. Tenderers shall see the notice board regularly and keep themselves informed in this matter.

i) Before quoting, the tenderer shall necessarily contact the "Engineer" and fully understand the job, scope of work, unit of measurement, mode of measurement, scope of supply of materials by VSP if any, working conditions, shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.

j) General Conditions of Contract of VSP for Works Contracts are available in the Office of DGM (Works Contracts) I/c and also in VSP's web site for reference. The tenderers shall study and understand all the relevant provisions before quoting.

k) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender i.e.., Envelope-1.

l) After opening of tender, the tenderers may be called for negotiations and the details like date, time etc. will be displayed on the notice board of Works Contract Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.

m) Purchase Preference will be given to PSU's where applicable as per DPE guidelines.

n) The local Small Scale Industries as approved by VSP and registered with Works Contracts Department of Visakhapatnam Steel Plant in the category of Industrial Paint Manufactures for supply and application of industrial Paints to various structurals, equipment pipelines etc., are eligible for purchase preference as per the policy of VSP in force from time to time. The local small-scale industries, those who are technically and commercially acceptable shall be considered for extension of Purchase Preference, if the offer is within 15% above L-1 price and upon their matching with L-1 price.

o) The date of opening of pre-qualification envelope-1 shall be the date of tender opening in respect of both the SINGLE BID AND TWO- BID(Techno-commercial and Price bid) tenders.

p) Corrections / amendments / replacement to / of the deficient documents / financial instruments for Earnest Money Deposit (EMD) & Cost of Tender Document (CTD) shall not be sought in the following cases where

(a) There is evidence of tampering / unauthorized correction

(b) The value of financial instrument (s) / document (s) is falling short of the value stipulated in the NIT

(c) The validity of BG (s) as on initial tender opening date (TOD) is falling short of minimum validity period stipulated in the tenderer

(d) Discrepancy exists in the name of Payee / Beneficiary

(e) The bidder fails to submit CTD and / or EMD in case of submission of a single instrument / document towards both CTD and EMD.

2) EARNEST MONEY DEPOSIT (EMD)

a) **In case of Earnest Money Deposit being less than or equal to Rs.5 Lakhs,** Earnest Money Deposit shall be in the form of Demand Draft / Pay Order / Banker's Cheque obtained from any Nationalized or scheduled commercial bank in India, drawn in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam and shall be valid for a minimum period of one month from the Envelope-1 (Pre-qualification documents) opening date. **No other mode of payment will be accepted. However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the format as enclosed to the GCC) from any Scheduled Commercial Bank, encashable at Visakhaptnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the date of opening of Envelope-1 (Pre-qualification documents). The above shall supercede the instructions regarding "form of EMD" elsewhere in the tender document.**
The above shall supercede the instructions regarding "Form of EMD" elsewhere in the tender document.

b) ***Public Sector Enterprises of State / Central Government Undertakings are exempted from submission of Earnest Money Deposit (EMD) provided they submit a letter requesting for exemption from submission of EMD along with their offer.***

c) EXEMPTIONS / PREFERENCES FOR MICRO AND SMALL ENTERPRISES:

1. Micro and Small Enterprises (MSEs) are exempted from submission of Cost of Tender Documents / Tender Processing Fee (CTD), Earnest Money Deposit (EMD), and Security Deposit (SD), irrespective of whether the service is to be carried out within or outside their premises subject to submission of proof of enlistment / registration with any of the following agencies:

   (i) District Industries Centre [Acknowledge of Entrepreneur Memorandum ie., EM (Part-II)].
   (ii) Khadi and Village Industries Commission
   (iii) Khadi and Village Industries Board
   (iv) Coil Board
   (v) National Small Industries Corporation (NSIC)
   (vi) Directorate of Handicrafts Handloom
   (vii) Any other body specified by Ministry of MSME

   Note:
   (a) Tender documents are uploaded in the websites (www.vizagsteel.com; www.pubtenders.gov.in; http://eprocure.gov.in) and are to be down loaded from there only.
   (b) The Micro and Small Enterprises registered for the particular trade/items for which the tender is relevant, would only be eligible for exemption.
   (c) As regards Security Deposit (SD) exemption, the MSEs shall be required to submit a "Performance Guarantee Bond" of requisite value in the prescribed pro-forma in lieu of Security Deposit. It may be noted that waiver of SD is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered.

2. Preference to MSEs shall be considered under the following conditions:
   (i) When the work is to be awarded to more than one tenderer, as stated in NIT.
   (ii) In such cases the package size / value is pre-decided and indicated in the NIT.
   (iii) MSEs shall have valid enlistment / registration with specified agencies (as above), in relevant category. The successful tenderer should ensure that the same is valid till the end of the contract period.
   (iv) The offer / bid of MSE shall be within the price band of L1 + 15% and upon their matching with the final negotiated price of L1 (L1 being other than MSE).

   On fulfilling the above conditions, the eligible MSEs shall be considered for award of the rest of the package(s) (after negotiating the final L1 price) of aggregate value not less than 20% of the total tendered value, in the order of their ranking in the bid. In case there are more than one eligible MSEs with one or more owned by scheduled caste and scheduled tribe entrepreneurs, package (s) not less than 4% of the tendered value shall be considered for awarding to MSEs owned by SC ad ST Entrepreneurs. The preferential award of work shall cease once the limit of 20% of tendered value is attained. Further allotment / award would be based on inter-se ranking of the rest of the tenderers other than who are already considered for allotment / award of package, subject to their matching with the final L1 negotiated price.

d) ***EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.***

3) MODE OF SUBMISSION OF TENDER

a) Tender shall be submitted in two separate sealed covers. In case of single bid tender, the first cover shall contain the D.D. / Pay Order / Banker's Cheque for Earnest Money Deposit / Cost of Tender Document / EMD exemption documents for PSUs & **MSE units registered with NSIC**, other pre-qualification documents etc. and the second cover shall contain the tender.

b) In case of two bid system, the first cover shall contain the techno-commercial bid part of tender, along with the other bank instruments / documents indicated in para 3(a) above, and the second cover shall contain only the price bid part of tender.

c) The two sealed covers as mentioned above shall be stapled / tied together and submitted. The first cover will be opened first and only if the submitted documents / instruments are found to be as per NIT requirement, will the second cover containing the price bid be opened.

d) Tenders not satisfying the requirements as per NIT will not be opened.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL : The special conditions of the contract (SCC) are complementary to and shall be read in conjunction with General Conditions of Contract (GCC) of VSP for works contracts. Scope of work, Bill of Quantities and other documents form part of the Tender Documents. In case of any conflict of meaning between SCC & GCC, provisions of SCC shall over ride the Provisions of GCC.
2. Visakhapatnam Steel Plant reserves the right to accept or reject the lowest or any other tender without assigning any reason and the work may be awarded to one of the Tenderers or to more than one tenderer.
3. The contract shall be treated as having been entered into from the date of issue of the letter of intent/work order to the successful tenderer, unless otherwise specified.
4. WATER, POWER AND COMPRESSED AIR: Unless otherwise specified to the contrary in the tender schedule, the contractor is entitled to use in the work such supplies of water, power and compressed air (Basing on availability) from VSP's sources from approved tapping points, free of cost. The contractor shall make his own arrangement for drawing the same to the work spot.
5. The successful tenderer shall produce Registration Certificate under APVAT Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.
6. Immediately on receipt of work order, the successful tenderer shall obtain and submit the following documents to the Engineer with a copy to ZPE/Manager (Pers)/CLC before start of work.
   - a(i) ESI registration certificate with the contractor's Code no. covering all the workmen under ESI Scheme, which shall be effective from the date of start of contract and cover for the entire period of contract including extended period/defect liability period, if any.
   - a(ii) Insurance policy for payment of exgratia amount of Rs.5,00,000/- (Rupees Five lakhs only) per head in case of fatal accidents while on duty, to the contract labour engaged by him in addition to the coverage under ESI Scheme / Workmen Compensation Insurance Policy whichever is applicable. As and when a fatal accident takes place while on duty along with the benefits under the ESI Scheme / Workmen Compensation, whichever is applicable, the contractor is required to pay the ex-gratia amount within 30 (Thirty) days from the date of accident to the legal heir of the deceased. In case of any delay in paying the ex-gratia amount as above, the Employer has the right to pay such amount directly to the legal heir of the deceased and recover the same from the contractor's running / future bills. This insurance policy is to be taken by the contractor over and above the provisions specified under Clause No. 6.13 (Third Party) and 6.14 (ESI Act) of the General Conditions of Contract.
   - a(iii) Copy of the policy for third party insurance as stipulated in Clause 6.13 of the GCC.
   - b) Labour License obtained from Assistant Labour Commissioner (Central), Visakhapatnam.
   - c) PF Registration Certificate issued by PF Authorities
   - d) Safety clearance from Safety Engineering Department of VSP.
7. The contractor shall submit wage records, work commencement/completion certificate etc. and obtain necessary clearance from Contract Labour Cell of VSP for bills clearance.
8. The contractor shall ensure strict compliance with provisions of the Employee's Provident Fund Act, 1952 and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them. The contractor is also required to indemnify the employer against any loss or claim or penalties or damages whatsoever resulting out of non- compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under. A copy of the provident fund membership certificate/PF CODE number shall be submitted by the contractor.
9. The contractor shall follow the provisions of Indian Factories Act and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the

act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

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

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

c) The benefit offered by the agency (other than Service Tax) will be deducted from each bill on the offered percentage basis. Amount so recovered shall be released, limiting to the percentage of benefit offered on the quoted price, only on receipt of credit by VSP.

d) The prices are exclusive of Service Tax. RINL-VSP will pay Service Tax as applicable on submission of Invoices in accordance with Rule 4A (1) of Service Tax Rules 1994.
The contractor will be paid Service Tax by RINL-VSP along with monthly service charge bills for further deposit with Central Excise Authorities. The contract will, in turn, submit the documentary evidence in support of payment of Service Tax of each month along with subsequent month RA Bills.

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

12. PAYMENT TERMS: Payment will be made monthly on recommendations of the Engineer basing on the quantities executed, at accepted rates.

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

14. INITIAL SECURITY DEPOSIT (ISD): Initial Security Deposit for the work shall be @ 2% of contract price. Earnest Money Deposited by the successful tenderer shall be adjusted against ISD, and the difference between ISD and EMD shall be deposited in the manner mentioned in the work order/letter of intent.

15. RETENTION MONEY: Retention Money for contracts up to a value of Rs. 100 lakhs, at the rate of 7.5% of the bills for works with defective liability period *not NIL* and at the rate of *5.0% for works with defective liability period "NIL"* will be deducted from each bill until this amount together with the Initial Security Deposit reach the limit of retention which is 7.5% or 5.0% as the case may be for the value of work. The Retention Money shall be released after the satisfactory completion of defect liability period after liquidating the defects. For contracts of value above Rs.100 Lakhs, the limit of retention money shall be Rs.7.5 lakhs plus 5% of the value exceeding Rs.100 lakhs.

16. Security Deposit: : The Public Sector Enterprises or State/Central Government Undertakings/ MSEs shall be required to submit a "Performance Guarantee Bond" of requisite value in the prescribed proforma in lieu of Security Deposit covering the period of contract + defect liability period + 6 months (Claim period). It may be noted that waiver of Security Deposit is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered for MSEs.

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

18 . SAFETY:

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

b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.

d) All the safety appliances required for safe working as decided by SED/Contract operating department shall be provided by the contractor to his workmen.

e) Clearance to start the job will be obtained by the contractor in form 'A&B' before start of work. The forms may be obtained from the dept. concerned.

f) Works at height cannot be started without clearance from Zonal Safety Officer. The workers engaged for work at height shall possess height pass from SED. The names of workmen working at height or in hazardous areas will be written on the body of form "B".

g) Contravention of any safety regulation of VSP in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination. The list of safety violations category wise are as follows:

I. Category-I of Safety Violations:
Penalty amount: First offence Rs.100/-, 2nd or subsequent offences Rs.300/-

(1) Occasional violation of not wearing crash helmet;
(2) Driver of two wheeler carrying more than one pillion rider;
(3) Wrong parking of vehicle.

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

Penalty amount: 1st violation Rs.2500/-, 2nd violation Rs.10,000/-, 3rd & subsequent violations Rs.20,000/-

(1) Working at Height without Height-pass;
(2) Unauthorized entry at hazardous location;
(3) Engaging workers without safety training;
(4) Proper ladder/steps not provided for working;
(5) Failure to provide proper Shuttering at excavation works;
(6) Power connection taken from board without proper board plug;
(7) Fitness certification of cranes/hydra/heavy vehicles not available;
(8) Crane rope conditions not ok;
(9) Not wearing safety helmet/safety shoe at site;
(10) Safety goggles/Hand gloves not used;
(11) Gas cutting without goggle;
(12) Rolling/lifting of cylinder/dragging on the ground (without cage);
(13) Welding with non-standard holder;
(14) Welding machine earthing (double body earthing) not done;
(15) Gas hose pipe clamping done by wires;
(16) LPG cylinder date expiry/over;
(17) Loading/unloading of cylinder – cushion not given;
(18) Condition of hose pipe not good;
(19) Working with leaking cylinder;
(20) Using non-power cable instead of welding cable;
(21) Working without work permit/shut down;
(22) Not putting red flags/stoppers;
(23) Dismantling of structure without authorized plan;
(24) Unauthorized Oxygen/Nitrogen tapping;
(25) Not having proper gate passes/other area passes;
(26) Use of damaged slings/tools/ropes;
(27) Use of hand grinders/mixer machines without guard;
(28) Not reporting of accident;
(29) Taking shelter behind Electrical panel;
(30) Driving of heavy vehicles on the road during restricted hour;
(31) Truck side panel Broken/Not Ok;
(32) Dropping/Spillage of material on the road;
(33) No number plate on vehicle;
(34) No indicator light/brake light on vehicles;
(35) Driving Dangerously;
(36) Overloading of vehicles beyond CC weight;
(37) Racing and trials of speed, overtaking heavy vehicles;
(38) Moving vehicles in unauthorized restricted routes;
(39) Talking with cell-phone while driving;
(40) Truck carrying powdery material without Tarpaulin;
(41) Vehicles without Red flags/Red lights, side-guards & Donnage;
(42) Stock protruding out of the truck body;

III. Category-III of Safety Violations (Major Violations):

Penalty amount: 1st violation Rs.7,500/-, 2nd & subsequent violations Rs.15,000/-

(1) Using bamboo or other non standard material for scaffolding;
(2) Railing not given at platforms or opening of floor;
(3) Scaffolding planks not tied properly;
(4) Throwing/dropping of material from height;
(5) Proper ladder/approach not given for working at height;
(6) Walkway/Cross over not provided;
(7) No barricading of excavated pits;
(8) No top cover on power distribution board;
(9) Sleeping under truck;
(10) Absence of Supervisor at height-works, confined space jobs and other hazardous jobs;
(11) Welding screen/Face shield, welder gloves not used;
(12) Driving vehicles without valid driving licence;
(13) Driving by an Drunken person.

IV. Category-IV of Safety Violations (High-Risk Violations): Penalty amount: Rs.15,000/-

(1) Failure to use Full body harness with double lanyard;
(2) Life line of Full body harness not anchored;
(3) Floor opening left unguarded in the area of work;
(4) Working at roof without daily permit;
(5) Working in confined space without Confined-space work-permit;
(6) Violation of electrical shutdown/PTW;
(7) Violation of HOT work permit system

V. Category-V of Safety Violations: (The penalties will be imposed on agency in case the reasons to the accidents are attributable to the agency).

(1) Serious injuries and permanent disabilities - Penalty amount: Rs.1,00,000/- or 2.5% of contract value whichever is less;
(2) Fatal accident cases - Penalty amount: Rs.2,00,000/- or 10% of contract value whichever is less.

(1) The above penalties related to the accidents mentioned at Category (V) will be imposed on agency in case the reasons to the accidents are attributable to the agency.
(2) Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor.

Note: The penalties mentioned above are in addition to those which are applicable as per the Statutory Acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses).

(3) Without prejudice to the right conferred for stoppage of work for violation of safety rules, the contractor shall be liable for penalty at the rates indicated above depending upon the category of violation.
(4) Operating authority will assess the penalty amount having regard to all the circumstances in particular in nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show cause notice specifying therein the proposed penalty. Considering the cause shown by the contractor, if any, the operating authority shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD / Security Deposit of the contractor without any further reference to him.

h) "The contractor shall ensure that the Welders and Gas Cutters wear cotton dress and leather apron. They shall not wear nylon/synthetic dress. This is required to avoid any fire accident. This must be followed strictly".

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19. SHUTDOWNS:
   A) Necessary shutdowns will be arranged by VSP to the contractor for carrying out the work based on requirement. No claims on account of delayed/prolonged shutdown will be entertained.
   B) The works assigned to the contractor by the Engineer from time to time shall be completed within the time schedule fixed by the Engineer in each case, within the approved shut down period.
20. LABOUR DEPLOYMENT:
   A) The contractor shall deploy his labour as per requirement and as instructed by the Engineer. It may be necessary to carryout the work round the clock based on requirement and shutdown provided. The contractor's rate shall cover such eventualities.
   B) Only trained, experienced, safety inducted workers acceptable to the Engineer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Engineer.
   C) As and when need arises in the Annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time, the contractor shall ensure that Displaced Persons (DPs) are engaged in unskilled category of workers to the extent of 50% (fifty percent). The contractor shall contract the Engineer-in-charge for this purpose.
   D) "As and when need arises in the annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time in semi-skilled category, the contractor shall ensure the minimum qualification of ITI in the relevant field for such semi-skilled category of workers. The contractor will also ensure to engage 50% (Fifty percent) of such semi-skilled vacancies from Displaced Persons (DPs) category. The contractor shall contact the Engineer-in-charge (EIC) for this purpose".
   E) The Contractor shall engage contract worker(s) who do not have any adverse record with respect to his character in the past. For this purpose, the character and antecedents of the proposed worker(s) whom the Contractor intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker(s) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.
21. SECURITY REGULALTIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.
22. STORING/STACKING OF MATERIALS: Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.
23. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
24. After completion of work activity, the site has to be cleared of all debris, construction material and the like.
25. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.
26. NOTICES: Any notice to be given to the contractor under terms of the contract shall be considered duly served, if the same has been delivered to, left for or posted by registered post to the contractors principal place of business (or in the event of the contractor being a company, its registered office), at the site or to their last known address.
27. DEFAULT BY TENDERERS: The successful tenderer may be debarred at the discretion of the company, from issue of further tender documents, work orders etc., for a specified period to be decided by the employer in case of :
"Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOI during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/property, non payment of due wages to labour or such similar defaults".
28. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of relevant documents enclosed along with pre-qualification documents or afterwards, after opening of the Price Bids.
29. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/ITCC/Electrical License/Experience/Qualification any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.

30. If it comes to the notice of VSP at any stage right from request for registration/tender document that any of the certificates/documents submitted by applicant for registration or by bidders are found to be false/fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 05 (FIVE) YEARS including termination of Contract, if awarded. EMD / Security Deposit etc., if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of E.M.D. / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of V.S.P. Management will be final and binding.
31. Failure to execute the work after LOI/WORK ORDER is given, will make the party liable for debarring for a period of 2 (TWO) YEARS.
32. In case it is found before/after award of work to the person/agency through Limited Tender Enquiry (LTE) that the same person/agency is proprietor/proprietress/partner of two or more separate agencies and quoted for the same work, then punitive action to the extent of debarring up to 02 (Two) years from participating in VSP tenders will be taken.
33. In case the Tenderers revoke/withdraw/cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant (VSP) or in the event of VSP accepting their tender and fail to deposit the required security money, execute the Agreement and fail to start the work within reasonable time (to be determined by the Engineer) after written acceptance of their tender – EMD submitted by them will be forfeited by VSP.
34. Contractor shall note that:
    i) Time for mobilization after issue of FAX Letter of Intent/detailed Letter of Intent / Work Order shall be;
        a. 03 (Three) days for Capital Repairs
        b. 15 days for Civil Works
        c. 60 days for painting works of Structural Engineering Department
        d. 07 (Seven) days for Annual Mechanical, Electrical and works of technological assistance/cleaning.
    ii) Re-starting the work after disruption shall be within 04 (Four) to 06 (Six) hours after the cause of disruption is removed as decided by the HOD.
    iii) Notice period for Contract Termination shall be - 03 (Three) hours in the event of breakdowns, 02 (Two) days in Capital Repairs and 10 days in other works.

    Failure to adhere to above stipulations may result in Termination of contract at risk & cost and will make the party liable for debarring for a period o 2 (Two) years.
35. Agencies are required to submit Bank Guarantee for the value as decided by the Engineer as a Security while taking out Equipment/Components/materials of VSP to their workshop situated outside the VSP premises for carrying out repairs.

36. In case of revision in RINL / VSP approved wage rate, consequent to the revision in the minimum wages (either in Basic Wage or Living Allowances) as notified by the Regional Labour Commissioner (Central), Hyderabad, Escalation amount to the contract shall be payable as per the following formula:

$$V = \frac{L \times W \times (X-Xo)}{Xo}$$

WHERE:

V= Escalation Payable

L= Labour Content during billing period

W= Gross value of work done on the basis of Contract Rates for the period for which variation is applicable

X= Revised Weighted Average of RINL/VSP approved Rates for the period for which variation is applicable (for Unskilled, Semi-skilled and Skilled categories of Workers) based on the minimum wages as notified by the ALC (Central), Hyderabad, for the period under consideration for that contract as per present man days of different categories for the billing period.

Xo = Existing (on the basis which tender estimate prepared) Weighted average of VSP approved rates (for Unskilled, Semi-skilled and Skilled categories of Workers and which is based on the Minimum Wages notified by Commissioner of Labour, Govt. of Andhra Pradesh, Hyderabad) for that contract as per present man days of different categories for the billing period.

Computation of X and Xo & L :

X= (a*USR + b*SSR + c*SKR)/(a+b+c)

Xo= (a*USRo + b*SSRo + c*SKRo) / (a+b+c)

L = (a*USRo + b*SSRo + c*SKRo) / W

Where

a= man days present by USW during the billing period

b= man days present by SSW during the billing period

c= man days present by SKW during the billing period

USR= Revised VSP approved Rate for USW at the time of billing

SSR= Revised VSP approved Rate for SSW at the time of billing

SKR= Revised VSP approved Rate for SKW at the time of billing

USRo= VSP approved Rate for USW indicated based on which the Estimate of work was prepared,

SSRo= VSP approved Rate for SSW indicated based on which the Estimate of work was prepared,

SKRo= VSP approved Rate for SKW indicated based on which the Estimate of work was prepared,

(The above escalation shall be independent of the award percentage whether positive or negative)

37. PAYMENT OF MINIMUM WAGES:

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

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

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

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

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

2) Lapse ————Non payment of wages

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

3) Lapse ————Non payment of PF

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

4) Lapse ————Delayed payment of PF

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

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

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

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

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

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

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

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

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

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

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

1) Component ——— Notice pay
Recovery amount per labour per every working day —
USK —Rs.23.68ps, SSK —Rs.26.77ps, SK —Rs.31.49ps

2) Component ——— Retrenchment compensation
Recovery amount per labour per every working day ——
USK —Rs.11.84ps, SSK —Rs.13.39ps, SK —Rs.15.75ps

3) Component ——— Leave with wages
Recovery amount per labour per every working day
USK —Rs.14.57ps, SSK —Rs.16.48ps, SK —Rs.19.38ps

To be released when ——— After the contractor makes payment to the work men in the presence of Engineer Incharge and CLC representatives, a certificate to this effect is to be enclosed with pre-final bill (to be paid with pre-final bill).
Sub-total -
USK —Rs.50.09ps, SSK —Rs.56.64ps, SK —Rs.66.62ps

4) Component ———— Bonus
Recovery amount per labour per every working day
USK —Rs.11.55ps, SSK —Rs.11.55ps, SK —Rs.11.55ps

To be released when ——— After the contractor makes the payment to the workmen in the presence of Engineer Incharge and CLC representatives, a certificate to this effect is to be enclosed with RA bill / pre-final bill (to be paid with RA bill / pre-final bill as and when paid by the contractor.

GRAND TOTAL
USK —Rs.61.64ps, SSK —Rs.68.19ps, SK —Rs.78.17ps
10% towards profit and over heads of contractor
USK —Rs.06.16ps, SSK —Rs.06.82ps, SK —Rs.07.82ps
Total recovery amount
USK —Rs.67.80ps, SSK —Rs.75.01ps, SK —Rs.85.99ps

Note:

i) *The above recovery rates are effective from 01/10/2014. In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for workmen category-wise will be revised by RINL/VSP and will be notified accordingly.*

ii) *Payment against the above component is to be made to the workmen based on effective wages of last drawn pay.*

42. PAYMENT MODE FOR BILL AMOUNTS:

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

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

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

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

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

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

(1) Vendor Code :
(2) Option : RTGS / EFT
(3) Beneficiary Details
a) Name of Beneficiary (Max.35 characters) :
b) Bank Name (Max. 35 characters) :
c) Branch Name (Max. 35 characters) :
d) Account Number (Max. 35 characters) :
e) Account type (Max. 35 characters) :
(Savings / Current / Overdraft) [Mention Code No. also]
f) Beneficiary Bank's IFSC Code (Max. 11 characters):
(For RTGS Mode only)
g) Beneficiary Bank's MICR Code (Max.09 characters):
(For EFT Mode only)

(Signature of the Party / Contractor)
Name:
Desgn:

CERTIFICATE

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

Sd/-.....
(Signature of Branch Manager)
Name :
Seal of Bank :

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

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

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

43. CLAUSES CONCERNING CENVAT AGAINST EXCISE DUTY:

a) The tenderer shall specify the percentage of CENVAT benefit on quoted price for which they shall furnish the duty paying documents.

b) The successful tenderer shall take necessary steps to comply with the rules and provisions of central excise and service tax law facilitating VSP to avail CENVAT credit.

c) The amount of CENVAT benefit declared shall be deducted from the tendered price for the purpose of tender evaluation i.e. the evaluation shall be on the net of CENVAT benefit.

d) The invoice raised by the Contractor should clearly mention VSP as the consignee (Consignee: RINL, VSP, A/c: Name of the contractor). It should be ensured that material has been delivered along with the duplicate for transporter copy of the invoice, based on which CENVAT credit is to be claimed.

e) The duty paying documents shall be submitted as soon as the material is procured by the agency for incorporation in the work. The CENVAT benefit offered by the agency will be deducted from each bill on the offered percentage basis and will be released to the extent CENVAT benefit could be availed by VSP. The contractor shall extend all possible help to facilitate VSP to avail CENVAT benefit. If CENVAT benefit could not be availed by VSP due to reasons attributable to the contractor, such amount will not be released by VSP.

f) In the event the CENVAT benefit realized by VSP (based on documents) is in excess of the CENVAT benefit offered by the agency/contractor, the refund will be restricted to the benefit offered by the agency. The excess amount realized from Excise Authorities will be to the credit of VSP only.

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

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

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SCOPE OF WORK

Work Desc : **HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY**

Cond No	Cond Desc
1	Contract is for supplying Mini trucks 2.5 / 3 T cap. of 2011 or later model, as stipulated below for a period of Three years.
2	The agency must have not less than 4 (four) Mini Trucks on his own name, of similar model, at the time of submission of tender. The agency should be in a position to supply at least 12 Mini Trucks of 2.5 / 3T cap. of 2011 or later model
3	All the vehicles proposed to be supplied should be presented before FMD for inspection at least 2 working days before the commencement of the work and no payment shall be made towards the inspection of mini trucks
4	All these mini trucks are required to work on all working days, except on Sundays and holidays. However in case of emergency requirement, they may be called on those days also
5	The operation and maintenance of mini truck including fuels and lubricants is the responsibility of the agency. However, the cost of fuel consumed, will be reimbursed to the agency by VSP as per the following formula. **Fuel cost to be reimbursed by VSP = (Total kms run during the month / 8) X Cost of diesel per liter on the first Working day of the billing month** Labour wage escalation will be paid as per SCC.
6	Mini truck is deemed to be deployed when the driver of the Mini Truck reports at appointed working place as indicated by user of VSP.
7	Mini trucks are deployed to user departments by FMD on the 1st day of the contract. Later the concern user departments will deal with the contractor for day to day work (deployment) and also certify the same. The deployment of mini trucks to various departments can be changed by FMD. All monthly bills certified by the user departments will be routed through FMD for payment by Finance. The payment of Bills will be on monthly basis. Monthly bills have to be submitted in the pro forma prescribed by FMD
8	General Movement of mini trucks is within the Plant area. But the Management has a right to use the mini trucks in area covering Anakapalli, Gajuwaka, Autonagar and Greater Visakhapatnam Municipal Corporation Limits. Place of reporting and releasing will be at the discretion of the user departments
9	The Materials transported by these mini trucks include Mechanical and Electrical spares, consumables, Oils, Gas cylinders and equipment components, steel scrap, Tables and other miscellaneous items etc. Personnel within the permissible limits are also at times to be transported
10	The mini trucks of 2.5 / 3 Tons pay load capacity, of reputed make like Mahindra & Mahindra, Eicher, Swaraj Majda, DCM Toyota , TATA , Force , Ashok Leyland are the mini trucks which the Management is looking for. The mini trucks are of the model of 2011 or later model. The successful contractor has to provide the Registration Numbers of mini trucks to be supplied to VSP. Management has a right to reject any mini truck on the basis of condition of the vehicle or on the failure of above stipulation

Signature of the Tenderer

SCOPE OF WORK

Work Desc : **HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY**

11	During the course of contract, any change of vehicle in case of breakdown of the existing vehicle must be done with the clearance of Engineer-in- charge only and the replacement vehicle should fulfill the above stipulations. The decision of VSP management with regard to "GOOD RUNNING CONDITION" of the vehicle is FINAL and binding on the agency
12	The drivers required for running the mini trucks efficiently are to be employed by the contractor himself and the company has nothing to do with their employment and service conditions. The drivers should have valid driving licenses for driving these vehicles
13	The drivers deployed by the agency shall be physically and mentally fit. In case of drivers of age 45 years and above, eye test certificate for good vision from eye specialist is to be submitted every year
14	The driver should have mobile contact number, for better communication with users
15	The contractor shall run the vehicles as per the timings stipulated by the company and shall observe strict compliance either in arrival or departure of the mini trucks. The timings stipulated may be changed depending upon the convenience of the user departments and the same shall be intimated to the contractor in advance
16	The contractor shall ensure that the staff employed by him will conduct themselves in a good manner and also be courteous to the employees using the mini trucks
17	The rates agreed by contractor for running the mini trucks shall be firm throughout the period of the contract
18	In case of extra hours usage of mini truck, beyond the stipulated working of 8 hrs in a day, extra payment per hour will be made on pro rata basis of the awarded hourly hire charge
19	PENALTY : In case of non-availability of mini trucks, either by late coming, early going, breakdown rejection by user or refusal by driver to overstay a penalty of double the awarded hourly charge will be deducted per hour of non availability from the contracts' RA bills
20	Agency should ensure that the mini trucks engaged in this contract, should not be parked inside VSP premises, after their duty hours
21	The contractor shall ensure that a supervisor / his representative must be available, whenever required by Engineer In Charge. It is also the responsibility of the agency, to be available over phone , in case of emergency

Signature of the Tenderer

TERMS & CONDITIONS

Work Desc : **HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY**

Cond No	Cond Desc
1.	The agency should be in a position to supply at least 12 Mini Trucks of 2.5 / 3T cap. of 2011 or later model. The agency must have not less than 4 (four) Mini Trucks on his own name, of similar model, at the time of submission of tender.
2.	The successful agency will have to ensure that a minimum of 50% of the mini trucks, out of the total mini trucks supplied to VSP, as per work order, are on his own name. The agency should be in a position to supply the accepted number of mini trucks within 48 hours from the date of start of work, failing which, a penalty of ₹ 100/-per day per truck will be levied for non-reported trucks
3.	Fulfilling the Statutory requirements such as Registration, Road Tax, Insurance, Fitness Certificate, permit etc., for these mini trucks is the responsibility of the agency and relevant certificates are to be shown in original while presenting the mini trucks for inspection and also after the renewal of existing documents. Comprehensive insurance should be taken for the vehicle, by the agency, to take care of any accidental damages to that vehicle, during the duty hours. No compensation will be paid by VSP.
4.	SALES TAX CLAUSE: The scope of materials supply and consumables supply in the present proposal are as follows. a) Materials to be supplied by VSP : Nil b) Consumables to be supplied by VSP : NIL c) Materials to be supplied by contractor : NIL d) Consumables to be supplied by contractor : NIL The deduction of sales tax shall be done as per the rules prevailing from time to time

Signature of the Tenderer

QUESTIONNAIRE

WORK DESC : HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY

Cond No	Cond Desc
1	Whether agency is having minimum 4 (four) nos. of Mini Trucks of 2.5 / 3 Tons capacity of model 2011 or later on his own name at the time of submission of tender. YES / NO If YES, proof to be submitted
2	The successful agency will have to ensure that a minimum 50% of the mini trucks, out of the total mini trucks supplied to VSP, as per work order, are on his own name. Is it agreeable? YES / NO
3	The agency should be in a position to supply at least 10 Mini Trucks of 2.5 / 3T cap. of 2011 or later model YES / NO
4	The agency should be in a position to supply the accepted number of mini trucks within 48 hours from the date of work order YES / NO Note: The above clauses are fatal. Non compliance of these clauses shall be liable for rejection of offer

Signature of the Tenderer

RASTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACT DEPARTMENT
VISAKHAPATNAM 530 031
PHONES: 0891 2518763, 2758705, FAX: 0891 2518763

IMPORTANT INSTRUCTIONS TO TENDERERS

The Tenderers are requested to note the following:-

1.0. The blank Integrity pact document (consisting of 7 Pages) is attached to the Tender document. The same is to be detached while submitting the Tender.

2.0. The detached Integrity pact document should be signed on all pages by the tenderer after filling the blanks, wherever required and is to be submitted along with the Pre-Qualification papers, Cost of Tenders and EMD Etc., in Cover-1.

3.0. The Cover -2 should contain price bid part only.

4.0. Please note that non submission of duly filled and signed Integrity Pact in prescribed format enclosed with Tender schedule will entail to disqualification of tender and price bid of such tenderer will not be opened.

****

Signature of the Tenderer

INTEGRITY PACT

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

And

…… hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **"HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY".** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an External Independent Monitor(s) (EIM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- **(a)** No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
- **(b)** The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- **(c)** The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

Signature of the Tenderer

Section 2 – Commitments of the Bidder(s)/contractor(s) :

(1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of e foreign supplier/contract Agency, if any. Further details, as mentioned in the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"*, shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.
Copy of the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"* is enclosed.

(e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

(1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of *Section 2* above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

(3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under *Section 2* above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping inview the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

(5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with *Section 3* above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at *Section 3* above

(2) If the Principal has terminated the Contract in accordance with *Section 3 above*, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at *Section 3* above.

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

(1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s)/ subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of RINL.

Section 8 – External Independent Monitor(s)(EIM(s)):

(1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,

(2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.

(3) The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.

(4) The Bidder(s)/Contractors(s) accepts that the EIM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

(5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.

(6) As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The EIM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the EIM.

(8) EIM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.

(9) Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.

(10) The word '**Monitor**' means External Independent Monitor and would include both singular and plural.

Signature of the Tenderer

Section 9 – Duration of the Integrity Pact:

(1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

_____ _____

(For & On behalf of the Principal) **(For & On behalf of Bidder/ Contractor)**

(Office Seal) **(Office Seal)**

Place ----------
Date ----------

Witness 1:
(Name & Address)

_____

_____

Witness 2:
(Name & Address)

_____

_____

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

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

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

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

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

2.1 *Bidders of Foreign nationality shall furnish the following details in their quotation/bid*:

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

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

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

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

3.1 ***Bidders of Indian Nationality shall furnish the following details/certificates in/alongwith their offers***:

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

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

3.1. 3 The amount of commission/remuneration included for bidder in the price (s) quoted

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

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

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

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FORM'C'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPARTMENT
VISAKHAPATNAM-530031
PHONE NO: (MAX)3691, TELEFAX NO:0891-2518763

Name of the work : HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY

TENDER NO: 75709-0

PERIOD OF CONTRACT : 36 (Thirty six) months
DEFECT LIABILITY PERIOD : NIL
ENGINEER : DGM (FMD)

ISSUED TO SRI/ M/s._____

PRICE BID (PART-2)

Note: Tenderer has to fill the data wherever and whatever required in the tender schedule without fail and sign all the pages

No of pages of BOQ alone : 02 (TWO) pages only

Total No. of pages : 03 (THREE) pages only

(FOR OFFICE USE ONLY)

1. E.M.D. PARTICULARS :	
2. Sl. No. :	**OUT OF TENDERS**
3. COVERING LETTER :	**NO. OF PAGES:**
4. REBATE OFFERED :	
5. RATE WRITTEN IN WORDS :	
6. VALIDITY OF TENDER :	**4 MONTHS FROM THE DATE OF OPENING**
SIGNATURE OF CONTRACT DEPT. REPRESENTATIVE	**SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE**

RAHSTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530031

BILL OF QUANTITIES

PR No / Date: 73001584 / 24.03.2016 Report Date : 26.03.2016
Pur . Org.: WORKS CONTRACTS

MSS: 6250812802 : HIRING OF MINI TRUCKS OF 2.5 / 3 TONS
HIRING OF MINI TRUCKS OF 2.5 / 3 TONS

The BOQ Items are taken as per the following Rates.

	Central Rates	VSP Rates
Skilled	367.000	599.400
Semi Skilled	312.000	514.250
Unskilled	276.000	458.500

Sl.No	Service Number	Description of the item	Qty	UOM	Rate	Amount
1	510006197	HIRING OF MINI TRUCK OF 2.5 / 3 TONS CAPACITY FOR A SHIFT OF 8 HRS., INCLUDING DRIVER AND EXCLUDING FUEL COST	28,191.000	SH	818.22	23,066,440.02
Total Value: In words : two crore thirty lakh sixty six thousand four hundred forty rupees two paise						23,066,440.02

Signature of the Tendere

FORM'G'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPARTMENT
BILL OF QUANTITIES (BOQ)

TENDER NO: 75709-0

Name of the work :

HIRING OF MINI TRUCKS OF 2.5 / 3 TONS CAPACITY

1. The quantities indicated are approximate and may vary to a wide range. Payment shall be made as per the actual work carried out at corresponding accepted rate.
2. Wherever old items are replaced for fixing new items, all related connections are to be made good for proper functioning of new items. Dismantled / old items are to be handed over to the stores.

No.	DESCRIPTION	UNIT	QTY.	RATE (₹.)	AMOUNT (₹.)
1.	As per the detailed Bill of Quantities enclosed in 01 (One) page ESTIMATED VALUE …… (RUPEES TWO CRORES THIRTY LAKHS SIXTY SIX THOUSAND FOUR HUNDRED FORTY AND PAISE TWO ONLY)	AS PER DETAILED BILL OF QUANTITIES ENCLOSED			2,30,66,440=02

TOTAL AMOUNT QUOTED IN FIGURES: Rs. _____

TOTAL AMOUNT QUOTED IN WORDS: Rs. _____

_____ **only.**

Note:
1. Tenderer shall write their quoted offer both in WORDS and FIGURES. The quoted offer in WORDS shall be in CAPITAL / BLOCK letters.
2. If there is discrepancy between the amount mentioned in FIGURES and the amount mentioned in WORDS, the amount as mentioned in WORDS only shall be taken as the quotation of the tenderer.
3. **THE ESTIMATE OF THIS TENDER IS BASED ON THE RINL / VSP APPROVED WAGE RATES, CONSEQUENT TO THE MINIMUM WAGE OF CONTRACT WORKER AS NOTIFIED BY THE REGIONAL LABOUR COMMISSIONER (CENTRAL), HYDERABAD, WHICH IS GIVEN BDLOW. IN CASE REVISION IN THE MINIMUM WAGES OF CONTRACT TAKES PLACE, ESCLATION DUE TO THIS SHALL BE PAYABLE TO THE CONTRACT AS PER THE ESCALATION FORMULA INDICATED IN THE SPECIAL CONDITIONS OF CONTRACT :**

	UNSKILLED WORKER	SEMI-SKILLED WORKER	SKILLED WORKER
RINL/VSP APPROVED RATE (IN RUPEES)	458=50	514=25	599=40
MINIMUM WAGES AS NOTIFIED BY THE RLC (CENTRAL), HYDERABAD (IN RUPEES)	276=00	312=00	367=00

Signature of the Tenderer