

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 10 TONS CARRYING CAPACITY ROAD TRUCKS

TENDER NO: 76237-0

PERIOD OF CONTRACT : 12 (Twelve) 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 : 20 (TWENTY) pages only

(FOR OFFICE USE ONLY)

1. E.M.D. PARTICULARS	:	
2. SI.No.	:	OUT OF TENDERS
3. COVERING LETTER	:	NO. OF PAGES:
4. REBATE OFF FMD	:	
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

RINL VIGILANCE TOLL FREE NO. 1800 425 8878

**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/76237- 0/OT/2016- 17, Dt: 21- 06- 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
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76237-0 HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS

- Note : 1. "Tenderers shall have experience in supply of vehicles for transportation works
2. 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)	
76237-0	1200/-	1200/-	29.38	17.63	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: **31-05-2016** 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 consider FMD 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 in case of registered agencies and in case 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) l/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.

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- 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 (in case 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/ 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 07-07-2016**
- 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 06-07-2016**
- 7.0. Tenders will be received in the office of Dy General Manager (Works Contracts) I/c, **up to 03.00 PM on 07-07-2016 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

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FORM – A

Ref. Tender No. 76237-0

Name of the Work : HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS

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:.....

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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 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 registeFMD 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 consideFMD 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.**

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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 Visakhapatnam. 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 tender 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 tender value shall be considered for awarding to MSEs owned by SC and ST Entrepreneurs. The preferential award of work shall cease once the limit of 20% of tender 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 **registeFMD 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 enteFMD 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 requiFMD 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 requiFMD 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

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- 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/FMDuction 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 bill 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 contractor 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".

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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 FMD 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 FMD flags/FMD lights, side-guards & Donnage;
- (42) Stock protruding out of the truck body;

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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 REGULATIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.
22. STORING/STACKING OF MATERIALS: Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.
23. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
24. After completion of work activity, the site has to be cleared of all debris, construction material and the like.
25. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.
26. NOTICES: Any notice to be given to the contractor under terms of the contract shall be considered duly served, if the same has been delivered to, left for or posted by registered post to the contractor's 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 debarment 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 anywhere 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.

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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 requiFMD 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 requiFMD 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:

$$V = \frac{L \times W \times (X - X_0)}{X_0}$$

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 prepaFMD) 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:

$$X = \frac{a \cdot USR + b \cdot SSR + c \cdot SKR}{a + b + c}$$

$$X_0 = \frac{a \cdot USR_0 + b \cdot SSR_0 + c \cdot SKR_0}{a + b + c}$$

$$L = \frac{a \cdot USR_0 + b \cdot SSR_0 + c \cdot SKR_0}{W}$$

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

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USRo= VSP approved Rate for USW indicated based on which the Estimate of work was prepaFMD,
SSRo= VSP approved Rate for SSW indicated based on which the Estimate of work was prepaFMD,
SKRo= VSP approved Rate for SKW indicated based on which the Estimate of work was prepaFMD,

(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 recoveFMD 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 recoveFMD 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 recoveFMD 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 recoveFMD 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 recoveFMD 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 incurFMD by the contract labour towards Fuel Charge, Coconut Water Allowance, Washing Allowance, Food/Milk/Tiffin Allowance.*

37.2.3. *The contractor is requiFMD 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.*

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- 37.3. (a) **Penalty for delayed payment / non-payment of wages:**
If the contractor fails to pay wages within the stipulated time i.e., 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 cFMDiting 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.25.23 ps, SSK —Rs.28.57 ps, SK —Rs.33.47 ps
- 2) Component ——— Retrenchment compensation
Recovery amount per labour per every working day —
USK —Rs.12.61 ps, SSK —Rs.14.29 ps, SK —Rs.16.73 ps
- 3) Component ——— Leave with wages
Recovery amount per labour per every working day
USK —Rs.15.52 ps, SSK —Rs.17.58 ps, SK —Rs.20.59 ps
- 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.53.36 ps, SSK —Rs.60.44 ps, SK —Rs.70.79 ps
- 4) Component ——— Bonus
Recovery amount per labour per every working day
USK —Rs.11.55 ps, SSK —Rs.11.55 ps, SK —Rs.11.55 ps
- 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.64.91 ps, SSK —Rs.71.99 ps, SK —Rs.82.34 ps
10% towards profit and over heads of contractor
USK —Rs.06.49 ps, SSK —Rs.07.20 ps, SK —Rs.08.23 ps
Total recovery amount
USK —Rs.71.40 ps, SSK —Rs.79.19 ps, SK —Rs.90.57 ps

Note:

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- i) The above recovery rates are effective from 01/10/2015. 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 CFMDit:** 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 requiFMD 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".

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- 42.5 *In respect of payment made through Electronic Fund Transfer mechanism or Direct CFMDit 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 cFMDit.
 - c) The amount of CENVAT benefit declarable 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 cFMDit 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.

SCOPE OF WORK

Work Desc : **HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS**

1. Contract is for supplying 09 Nos. Road trucks of 10T carrying cap. (i.e. 16 Tons GVW) as stipulated below for a period of 1(one) year.
2. The trucks of 10T pay load capacity (i.e. 16 Tons GVW) of reputed make like Tata, Ashok Leyland, Swaraj, Eicher, Mahindra & Mahindra etc., are the trucks which the Management is looking for. The trucks are of the model of 2011 or later. The successful contractor has to provide the Registration Numbers of trucks to be supplied to VSP. Management has a right to reject any truck on the basis of condition of the vehicle or on the failure of above stipulation.
3. Minimum 23 days work is guaranteed in a calendar month of 30 or 31 days. This will be 21 for February month.
4. The operation and maintenance of truck including fuels, lubricants and driver 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 = (Total kilo meters run during the month / 4) X Cost of fuel (i.e. diesel) per liter on the first working day of the billing month.

Labour wage escalation will be paid as per SCC.

5. Truck is deemed to be deployed when the driver of the Truck reports at appointed working place as indicated by user of VSP.
6. 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 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 proforma prescribed by FMD.
7. General Movement of trucks is within the Plant area. But the Management has a right to use the trucks in area covering Anakapalli, Gajuwaka, Autonagar and Greater Visakhapatnam Corporation Limits. Place of reporting and releasing will be at the discretion of the user departments.
8. The Materials transported by these trucks include Mechanical and Electrical spares, consumables, Oils, Gas cylinders and equipment components, steel scrap, Tables and other miscellaneous items etc.
9. Replacement vehicle in case of breakdown of a vehicle must fulfill the above stipulations. The decision of VSP management in regard to "GOOD RUNNING CONDITION" of the vehicle is FINAL and binding on the agency.

10. The driver required for running the trucks efficiently are to be employed by the contractor himself and the company has nothing to do with their employment and service conditions. The operating staff licence and relevant rules and regulations to be followed as per the order of APSRTA (Andhra Pradesh State Road Transport Authority) are entirely the responsibility of the contractor.
11. The contractor shall run the vehicles as per the timings stipulated by the company shall observe strict compliance either in arrival or departure of the trucks.
12. The timings stipulated may be changed depending upon the convenience of the user departments and the same shall be intimated to the contractor earlier.
13. The contractor shall ensure that the staff employed by him will conduct them self in a tempo rate manner and also be courteous to the employees using the trucks.
14. The rates agreed by contractor for running the trucks shall be firm throughout the period of the contract.
15. In case of extra hours usage of truck, beyond the stipulated working of 8 hrs in a day, payment for extra hours will be made on pro rata basis of the awarded hourly charge.
16. **Penalty** : In case of non-availability of trucks, either by not reporting, 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 contractor's RA bills.
17. 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 trucks.
18. The contractor shall ensure that a supervisor / his representative must be available at FMD. It will also be responsible to make himself or one of his representatives available on telephone/cell phone whenever required by Engineer in Charge.
19. Any damage to VSP installations / machinery / personnel by these trucks, will be to the account of the agency
20. Presently, 6 nos. of trucks are to be deployed. Balance deployments to the departments should be commenced, as per the intimation given by the Engineer-in-charge, from time to time, for which fifteen days time will be given.

TERMS & CONDITIONS

Work Desc : HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS

1. The agency should be in a position to supply 09 Road Trucks of 10T carrying cap. The agency shall have not less than 3(three) Road Trucks on his own name of model 2011 or later/ or having such arrangement with other owners of 2011 or later model to ply under his control by way of irrevocable power of attorney up to Dec' 2017 duly notarized.
2. The Statutory requirements such as Registration, Road Tax, Insurance, Fitness Certificate , permit, heavy vehicles driving license for driver , pollution under control certificate etc., for these trucks is the responsibility of the agency and are to be shown in original while presenting the truck for inspection. Comprehensive insurance should be taken for the vehicle, by the agency, to take care of any accidental damages to that vehicle, during duty hours. No compensation will be paid by VSP. Copies of all these documents are to be submitted to Engineer in charge. Timely renewal of all these things is the responsibility of the agency. Copies of the renewed documents are also to be submitted to Engineer in charge.
3. The contractor is required to exhibit "HIRED TO VSP" on the Vehicles.
4. Trucks engaged in this contract, should not be parked inside VSP, after their duty hours
5. **Welfare allowance:** SMA & ASMA are applicable in this contract
6. **SALES TAX CLAUSE:**

The scope of materials supply and consumables supply in the 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

QUESTIONNAIRE**WORK DESC : HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS**

1. Name & Address of the Agency with contact no.:

2. Details of the similar works executed:

3. Tenderer shall have not less than three (3) nos. of Trucks of 2011 or later model (10 T carrying capacity) on his own name OR having such arrangement with other owners having similar capacity trucks of 2011 or later model, to ply under his control , by way of irrevocable power of attorney up to Dec'2017, duly notarised.

Do you have?

YES / NO

If YES, please submit the proof

4. Whether, the tenderer shall be in a position to supply minimum 9 nos. of trucks (10 T carrying capacity) of 2011 or later model ?

YES / NO

5. The tenderer should commence supply accepted number of trucks within 15 days from the date of intimation by Engineer in charge, from time to time, as per requirement. Is it agreeable?

YES / NO

Note: The above clauses at Sl.Nos 3, 4 and 5 are fatal. Non- compliance to any of these Clauses shall be liable for rejection of offer.

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 10 TONS CARRYING CAPACITY ROAD TRUCKS

TENDER NO: 76237-0

PERIOD OF CONTRACT : 12 (Twelve) 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 : 01 (ONE) page only

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

(FOR OFFICE USE ONLY)

1. E.M.D. PARTICULARS	:	
2. SI. 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



BILL OF QUANTITIES

PR No / Date: 73001723 / 21.05.2016	Report Date : 26.05.2016
Pur . Org.: WORKS CONTRACTS	
MSS: 6250813801 : HIRING OF 10 TONS CARRYING CAPACITY ROAD	
Name of work: HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS	
Contract Period: 12 Months	
Defect liability period: NIL	
Engineer in charge: DGM(FMD)	

The BOQ Items are taken as per the following Rates.						
		Central Rates	VSP Rates			
Skilled		390.000	634.150			
Semi Skilled		333.000	546.050			
Unskilled		294.000	485.750			
Sl.No	Service Number	Description of the item	Qty	UOM	Rate	Amount
1	510006501	UTILISATION OF ROAD TRUCK FOR A SHIFT OF 8 HRS. INCLUDING DRIVER AND EXCLUDING FUEL COST	2,825.000	SH	2,080.60	5,877,695.00
Total Value: In words : fifty eight lakh seventy seven thousand six hundred ninety five rupees						5,877,695.00

Signature of the Tendere



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

TENDER NO: 76237-0

Name of the work : HIRING OF 10 TONS CARRYING CAPACITY ROAD TRUCKS

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 FIFTY EIGHT LAKHS SEVENTY SEVEN THOUSAND SIX HUNDRED NINETY FIVE ONLY)			AS PER DETAILED BILL OF QUANTITIES ENCLOSED	58,77,695=00

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 BELOW. IN CASE REVISION IN THE MINIMUM WAGES OF CONTRACT TAKES PLACE, ESCALATION 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)	485=75	546=05	634=15
MINIMUM WAGES AS NOTIFIED BY THE RLC (CENTRAL), HYDERABAD (IN RUPEES)	294=00	333=00	390=00