

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM  
(A Government of India Public Enterprise)

Marketing department, Logistics Division, Near BC Gate,  
Visakhapatnam-530031.

Phone Nos. :(0891) 2518312, 2519064. FAX: 2519526,  
e\_mail:bcg.mktg@vizagsteel.com

**Notice Inviting Applications for Internal Courier Services Ref  
No.:VSP/MKTG/Logistics/01 of 2010-11 dt.24.08.2010**

Sealed Tenders in the prescribed form are invited from experienced / established agencies for the Internal Courier Service in Visakhapatnam Steel Plant. The agency is required to collect and deliver the consignments in the form of envelopes / packets as per the schedule and deliver the same to various Sections / Divisions / departments in and around Visakhapatnam Steel Plant.

- 1) Cost of Tender Document: The Tender Document is provided free of cost to whoever desires to collect by person at the address given in this Tender Notice. For postal delivery, a request letter accompanying a demand draft/pay order of Rs.100/-issued by any schedule commercial bank drawn in favor of M/s Rashtriya Ispat Nigam Limited, Payable at Visakhapatnam should be sent to the above mentioned address. No other mode of payment is acceptable. Interested agencies can also down load the Tender Documents from web site: <http://www.vizagsteel.com>.
- 2) Last date and time for issue of Tender Documents: The Tender Documents will be issued at Logistics Section, Marketing Department, near BC Gate, Visakhapatnam Steel Plant, Visakhapatnam – 530 031 upto 16:00 Hours on **19.09.2010**.
- 3) Last Date and Time of submission of Tender and Time of opening: The duly filled in Tenders should be dropped in the Tender Box provided at our office Logistics Section, Marketing Department, near BC Gate, Visakhapatnam Steel Plant, Visakhapatnam – 530 031 on or before 14:00 Hours of **20.09.2010**. The Tenders will be opened immediately thereafter on the same day. However, in case the Tender opening date is postponed due to any untoward reasons, the same will be informed to all the tenderers who have offered on or before the submission time & date.
- 4) Contract Period: The Contract period is two years from the date of issue of work order with a provision to extend for further period of 3 months at the discretion of the Management of Visakhapatnam Steel Plant with same Terms & Conditions and rates.

-2-

- 5) Special Conditions: The Tenderer should have handled a contract of value not less than Rs.2,50,000/ per annum in any one year in preceding three financial years (2007-08, 2008-09, 2009-10), preferably in similar work or in man-power supply contracts. They should not have any business relations in Marketing Operations of Logistics division i.e., they should not have any transport contract or any liasoning work for any

Customer/Transporter in any manner for lifting the Iron & Steel Materials from Visakhapatnam Steel Plant on ex-plant basis. The Tenderer should submit a Certificate in Original (will be returned after verification) indicating the value of work executed in last three financial Years. For further clarifications, Tenderer may contact by person or over phone during the office hours at the above-mentioned address on all working days before the date of Tender submission. Once the Tender is submitted, it is presumed that the Tenderer has understood the scope of work and all other terms & conditions provided in the Tender document.

- 6) EMD: The Tenderer should submit an Earnest Money Deposit (EMD) of Rs.17, 500/-by way of Demand Draft/Pay Order issued by any Schedule Commercial Bank drawn in favour of M/s Rashtriya Ispat Nigam Limited, Payable at Visakhapatnam. No other mode of payment is acceptable. The EMD of unsuccessful tenderer will be returned by post, subsequently. The EMD of successful tenderer will be converted into Security Deposit (SD). The SD will be returned/refunded to the contractor at the end of the contract period only after fulfilling all the contractual terms and conditions and satisfactory performance of the contract. No interest shall be payable either on EMD or Security Deposit. If any Tenderer withdraws their offer or submit any modifications after tender opening, the EMD will be forfeited.
- 7) Rashtriya Ispat Nigam Limited shall not be responsible for any delay, loss or non-receipt of Tender Documents/Tenders by post.
- 8) Rashtriya Ispat Nigam Limited reserves the right to accept/refuse/reject any or all Tenders either in part or full, without assigning any reason thereof and without any liability on Rashtriya Ispat Nigam Limited.
- 9) The tenderer should sign and affix their seal / stamp on all pages of tender papers/documents as a token of acceptance.

**S K .JENA**  
AGM (Marketing),  
I/c Logistics Division, Near BC Gate  
Marketing Department  
Visakhapatnam Steel Plant  
VISAKHAPATNAM-530031

**GENERAL TERMS AND CONDITIONS OF CONTRACT**  
**FOR COURIER SERVICE FOR MOVEMENT OF DESPATCH DOCUMENTS.**

*'Employer' means Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant(VSP), Administrative building, Visakhapatnam-530 031(AP) and includes Employer's Personal representative or successors or assignees.*

'Engineer' means an engineer appointed from time to time by the employer and shall include the Chief Engineer of the employer.

Contractor/Agency means person or persons, firms or Company whose tender has been accepted by the employer and who has entered into contract with the employer and includes the contractor's heirs: executors, administrators, legal representatives, personal representatives, successors and permitted assignees.

- 1.0 Scope of Work:** The Contractor will be provided space at Marketing Logistics division, near BC gate as per availability. The Contractor is required to collect and deliver the Consignments daily in the form of envelopes/packets from /to various Sections / Departments such as Marketing H Q / Administrative building, Project Office, Township, VSGH, Training Dept, CISF Office and various departments inside the plant premises like all Stockyards, Material Loading Points ,Traffic, QATD, all Rolling Mills, BF, SMS, CO& CCP, PPM, RMHS, TPP, Air Separation Plant ,Finance, CLC,ED(Works),Safety etc., The Contractor has to keep minimum one supervisor in each shift i.e supervise the courier operations required 3 Nos, and also two driver cum courier in "A" &"B" shifts are 4 Nos, one driver cum courier during "C" shift and one driver cum courier in "G" shift . And also one driver cum courier in Marketing Administration. The total required is **10** persons with 2 (two) two-wheelers including Sundays & holidays. To keep the courier services on 24 hour basis, 365 days, without any interruption, the contractor has to employ / deploy maximum 10 persons in all categories put together as per requirement. The payment will be made as per Bill of Quantities on monthly basis. Scope of work also includes Samples collection from Marketing Department, Administrative Building of Visakhapatnam Steel Plant and delivery of the same to QATD laboratories. The Mills and departments coming under expansion in future during the contract period are also inclusive.
- 2.0 The Contractor is required to sort out the Dak of Logistics division and distribute the same to concerned Department/Sections. The necessary Dak registers (provided by Visakhapatnam Steel Plant normally called VSP) are to be maintained for both inward and outward Dak.
- 3.0 The scheduled delivery of consignments shall be as follows:

Sl.No.	Time	Delivery Point
A	08:00 AM	BC Gate Marketing Office to Admn. Building/Project Office as per the route chart
B	09:30 AM	BC Gate Marketing Office to various loading stations as per the route chart

C	10:30 AM	BC Gate Marketing Office to Admn. Building/Project Office as per the route chart
D	03:00 PM	BC Gate Marketing Office to Admn. Building/Project Office as per the route chart
	03:30 PM	BC Gate Marketing Office to various Loading stations as per the route chart

The schedule is indicative and VSP reserves the right to modify the same with out any advance notice. Further, the Contractor is required to meet the delivery/collection requirements as per the instructions of authorized person at Logistics division of Marketing department, near BC gate in addition to the above.

- 4.0 The Contractor has to bear the cost of fuel, maintenance and operating expenses, all taxes, insurance etc., of the two wheelers and salaries of the drivers and other personnel provided as per contract
- 5.0 The Contractor has to provide Insurance to the vehicles and also to the drivers. The Contractor should not have any transport contract or any Liasoning work for any Customer / Transporter in any manner relating to Logistics division, Marketing Department, near BC Gate, except under this contract. The Contractor is required to submit a declaration to this effect at the time of tender opening.
- 6.0 In the event of non-compliance or non-deployment of each vehicle/each driver/attendant, a penalty of Rs.250/- shall be levied per day. In case, if any consignment is reported to be lost or any late delivery of the consignment, the cost of that particular consignment as assessed by VSP would be recovered from the Contractor.
- 7.0 In case of unsatisfactory performance as assessed by VSP, the Contract shall be terminated by giving one months notice and Security Deposit shall be forfeited. The decision of VSP in this regard will be final.
- 8.0 Consignment is defined as follows: All letters prepared to be handed over at one point of time shall be put into one envelope and this shall be reckoned as one consignment.
- 9.0 **EMD & SD:** EMD of Rs.17,500/-(Rupees Seventeen Thousand and five hundred only) in the form of DD/PO obtained from any schedule commercial bank drawn in favour of "M/s Rashtriya Ispat Nigam Limited" payable at Visakhapatnam is to be submitted along with the tender. Tenders not accompanied with EMDs shall not be considered as valid. The EMD of the successful tender will be converted into security deposit. The security deposit will be refunded on application by the Contractor after expiry of the contract period after discharge of all obligation under this contract by the Contractor, on production of certificate from VSP certifying due completion of the work and after submitting the no demand certificate from VSP.
- 10.0 Successful tenderer shall be in a position to start rendering their services within 7 days of the issue of Work Order.
- 11.0 The Contractor has to execute an agreement with VSP regarding the award of work on judicial stamp paper for a value of Rs.100.00 in the standard format as approved by VSP within 15 days from the date of issue of work order.

- 12.0 The rates quoted shall include all taxes, duties, levies etc as applicable and shall be firm throughout the period of contract, except the Labour escalation as detailed at Para 25 below. However, Service Tax if applicable will be reimbursed by the Company, subject to submission of Invoice in accordance with Service Tax Rules and submission of a copy of the Service Tax registration certificate.
- 13.0 The invoices shall be serially numbered and signed by the authorized person and shall contain the following.
- i. Service Tax Registration No and Jurisdictional range.
  - ii. The name and address of the provider of the service.
  - iii. The name and address of the person receiving the services, i.e Rashtriya Ispat Nigam Limited.
  - iv. Description, classification and value of taxable service.
  - v. the Service Tax, education Cess and Secondary & Higher Education Cess payable thereon.

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

14.0 While quoting the tender rates, the tenderer has to consider various payments to be made to the workmen engaged in Visakhapatnam Steel Plant

15.0 Immediately on receipt of Work Order/LOI, the successful tenderer shall obtain and submit the following documents to the representative of RINL/VSP with a copy to Zonal Personnel Executive (ZPE) i.e. Zonal Contract Labour Cell before start of work.

- a) Copy of the Labour Licence issued by Labour Department, Govt. of Andhra Pradesh.
- b) Copy of the independent Provident Fund Certificate issued by Provident Fund Organisation in the name of the agency.
- c) Copy of the Registration Certificate issued by Employees State Insurance Corporation covering all the workmen under the Employees State Insurance

Scheme, which shall be the effective from the date of start of contract for the entire period of contract including extended period, /defect liability period, if any, as per the provisions of the Employees State Insurance Act, 1948, as amended from time to time. In case, the Employees' State Insurance Act, 1948 is not applicable by any reason, the Employees' Compensation Act, 1923 is applicable for the workmen engaged by the Contractor.

- d) **Insurance policy covering ex-gratia payment of Rs.5,00,000/-** (Rupees five lakhs only) for deaths arising out of accidents on duty to the contract labour engaged by him. As and when death takes place arising out of accidents on duty, the contractor is required to pay the exgratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees

State Insurance Act, 1948 / Employees' Compensation Act, 1923, Public Liability Insurance Policy (Third Party insurance) or any other insurance taken by the contractor or any other agency to cover the workmen. The Agency shall update the said insurance policy from time to time on par with contract labour employed by RINL/VSP through contractor.

- e) Copy of the insurance policy for the third party insurance for Rs.50,000/-
- f) Safety clearance from the Safety Engineering Department of RINL/VSP.

Further the following may be ensured.

#### 16.0 LABOUR LICENCE:

The agency shall obtain necessary License from the competent authority under the Contract Labour (Regulations Abolition) Act, 1970 and A.P. Contract labour (Regulation and Abolition) rules, 1971 framed there under (including amendments thereof ) within the time limit allowed by the appropriate Government and shall obtain and produce copy of such License before start of the work. On his failing to do so, the contract shall automatically come to an end immediately on the expiry of such time limit and earnest money / security deposit shall stand forfeited.

#### 17.0 LABOUR RULES :

In respect of all labour directly or indirectly employed on the works, the Agency shall comply with all legislations and rules of State and / or Central Government or other local authority as the case may be including those governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for Labour employed. The Contract Labour (Regulation and Abolition) Act 1970, The Andhra Pradesh Contract Labour (Regulation and Abolition) Rules, 1971, The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 / Employees' Compensation Act 1923, Bonus Act, 1965, Payment of Gratuity Act, 1972, Factories Act, 1948, Industrial Disputes Act, 1947, Child Labour (Prohibition and Regulation) Act, 1986 and Maternity Benefit Act, 1961 and AP Labour Welfare Fund Act, 1987 and other statutes and amendments thereof and other statutory obligations with regards to fair wages, welfare amenities and safety measures, maintenance of registers etc. will be deemed to be the part of the contract.

18.0 As security for fulfillment of the obligations, the agency will be deemed to have authorized the RINL /VSP to set off any claims under various Acts and Rules in force from time to time, against the bills payable to him and also to withhold the payments due to him till such time as the requirements of laws are complied with or to adjust payments to be made to and / or on account of the employees of the agency from the amounts payable to him.

19.0 The agency shall have to maintain the following registers in the forms, as prescribed under various statutes Rules framed there under and show such registers to the concerned officer in charge of RINL /VSP or his nominee as and when called for:-

S.NO.	NAME OF THE REGISTER	FORM NO. as per A.P. C.L (R&A) Rules, 1971
1	MUSTER ROLL	XVI

2	REGISTER OF WAGES	XVII	19.0
3	REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS	XX	
4	REGISTER OF OVER-TIME	XXIII	
5	REGISTER OF FINES	XXI	
6	REGISTER OF ADVANCES	XXII	
7	WAGE SLIP	XIX	
8	REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR	XIII	
9	EMPLOYMENT CARD	XIV	

The agency shall furnish to RINL /VSP a copy of the half-yearly returns in the Form XXIV prescribed under the Contract Labour (R & A ) Act, 1970 and The Andhra Pradesh Contract Labour (Regulation and Abolition) Rules, 1971. Further the agency shall furnish the details such as name and address of the contractor, period of contract, nature of work, Work Order number and date, Department/Zone, maximum number of workers employed, Number of days worked and Number of man-days worked for every calendar year to RINL/VSP at the end of the calendar year / on completion of the work.

20.0 PAYMENT OF MINIMUM WAGES: Wages paid to the workmen by the Agency should not be less than the rates notified by the Commissioner of Labour, Andhra Pradesh, Hyderabad published in the Andhra Pradesh Gazettee from time to time with regard to the minimum wages applicable to the respective category of workmen and ad-hoc amount at the rate of Rs.11-54 ps. per working day per workmen per category (Maximum of Rs.300/- per month only). Wages with ad-hoc amount to the workmen should be paid on or before the 7<sup>th</sup> of the subsequent month after the last day of wage-period. If 7<sup>th</sup> falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of Provident Fund for the month, both the employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be deposited in any branch of State Bank of India in the permanent Provident Fund code numbers of the contractor and challan obtained on or before the 15<sup>th</sup> of the subsequent month as per Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and forwarded to the Representative of RINL/VSP/Engineer." Further, Payment of Employees' State Insurance Fund for the month, both the employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be deposited in the designated State Bank of India for this purpose in the permanent Employees State Insurance code number of the contractor and challan obtained on or before the 21<sup>st</sup> of the subsequent month as per the Employees' State Insurance Act, 1948 and forwarded to the Representative of RINL/VSP/Engineer."

21.0 The agency shall be responsible for payment of adequate wages not less than the minimum wages prescribed by the appropriate statute, to his labour employed and shall also submit a certificate to RINL/VSP within a week after disbursement, details showing quittance and wage period.

In addition, the agency shall also pay an ad-hoc amount to the contract labour, as prescribed by the RINL/VSP from time to time. At present the ad-hoc amount payable is Rs. 300 per month (Rs.11.54 Ps. per working day) per employee on prorata basis. The tenderer shall consider this ad-hoc payment payable to the contract labour while quoting the rates.

22.0 In case of failure of the Agency to comply with any of the above, the following action will be taken by VSP:

<b>LAPSE</b>	<b>ACTION BY VSP</b>
1. Payment of wages at rates less than those notified under the minimum wages notification.	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills of the contractor as certified by the Representative of RINL/VSP/Engineer.
2. Non-payment of wages.	An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills of the contractor as certified by Representative of RINL/VSP/Engineer.
3. Non-payment of PF.	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 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Rules for delayed remittance of Provident Fund contributions (both the employee's and employer's (in this case Contractor's) contributions and administrative charges), shall be recovered from the bills of contractor as certified by Representative of RINL/VSP/Engineer.
4. Delayed payment of PF	An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Rules framed there under for delayed remittance of Provident Fund contributions (both the employee's and employer's (in this case Contractor's) contributions and administrative charges), shall be recovered from the bills of the contractor as certified by Representative of RINL/VSP/Engineer.
5. Non-payment of ESI	Recovery of ESI amount and an amount equivalent to maximum penalty leviable by Employees' State Insurance Corporation Authorities for the delayed period under the provisions of Employees' State Insurance Act, 1948 and Rules framed there under for delayed remittance of Employees' State Insurance contributions (both the employee's and employer's (in this case contractor's) contributions), shall be

	recovered from the bills of the contractor as certified by Representative of RINL/VSP/Engineer.
6. Delayed payment of ESI	An amount equivalent to maximum penalty leviable by Employees' State Insurance Corporation Authorities for the delayed period under the provisions of Employees' State Insurance Act, 1948 and Rules for delayed remittance of Employees' State Insurance contributions (both the employee's and employer's (in this case contractor's) contributions), shall be recovered from the bills of the contractor as certified by Representative of RINL/VSP/Engineer.
7. Non-payment of ad-hoc amount	An amount equivalent to actual payable towards ad-hoc <u>amount</u> to the workmen engaged for relevant period shall be recovered from the bills as certified by Representative of RINL/VSP/Engineer.
8. Special Miscellaneous Allowances	An amount equivalent to actual payable towards Special Miscellaneous Allowances amount to the eligible workmen as per rules engaged for relevant period shall be recovered from the bills as certified by Representative of RINL/VSP/Engineer.

(a) The recovered amount under clauses 1,2,3,4,5,6,7 & 8 will be refunded along with subsequent Running Account Bill/final bill on certification by as certified by Representative of RINL/VSP/Engineer that the contractor has since complied with the provisions of payment of wages, Provident Fund and Employees' State Insurance contributions.

(b) In the case of completed works, the recovered amount under clause No.4 & 6 above will be refunded to the contractor along with final bill of the subject work on submission of no due/no claim certificate from the concerned Zonal Contract Labour Cell of RINL/VSP that the contractor has since made with the payments under the provisions of Employees' Provident Funds and Miscellaneous provisions Act, 1952 and Employees' State Insurance Act, 1948.

23.0 The Agency shall make regular and prompt payments of wages to the labourers engaged in the work and in no case shall the payment be delayed more than 7 days, following the period for which the wages are due. If it is found that workers are not paid wages and others, if any, regularly, the contract is liable to be terminated.

24.0 As per the G.O. No.90 dated 19<sup>th</sup> February, 2008, the payment of Wages/salaries shall be made by way of Crossed Cheques or by crediting the wages/salaries to the Bank Accounts of the concerned workmen. Where banking facilities are not available, the wages/salaries may be paid by cash.

25.0 In case of any statutory revision in the minimum wages payable to contract workmen, by the Government of Andhra Pradesh, Escalation shall be paid as per the following formula:

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

**WHERE:**

V= Escalation Payable

L= Labour Content as Percentage of the Work is 75% (**Seventy five percent**).

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

X= Revised Average Wages for Unskilled, Semi-skilled and Skilled Categories of Workman as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P. Gazette for the period under consideration.

Xo = Average Wage of Un-skilled, Semi Skilled and Skilled Categories of Workman as notified by Commissioner of labour, Government of Andhra Pradesh, Hyderabad, Published in the A.P. Gazette as on the date of opening of the tender.

26.0 The contractor has to follow all the statutory provisions that are applicable to Contract Labour and also to pay terminal benefits (full and final benefits) i.e., notice pay, retrenchment compensation (Service Pay), un-availed Leave with Wages and Bonus as per the payment of Bonus Act, 1965. The impact of revision in wages, on final benefits i.e. Notice pay, Retrenchment compensation, un-availed leave with wages and Bonus during the operation period of the contract should form part of escalation calculations, since the benefits are to be paid on prevailing rate of last month pay. The agency has to pay all the above payments and submit proof of such payments. Zonal Personnel Executive (Zonal Contract Labour Cell) shall give clearance on submission of required valid / correct and complete documents for such clearance. On producing such proof and clearance from the concerned Zonal Contract Labour Cell, the final bill of the contractor will be released, on 30<sup>th</sup> day from the date of submission of required valid / correct and complete documents in all respects.

**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:**

**Basis for the following calculation is as per the revision of minimum wages stipulated by Govt. of A.P., Hyderabad vide G.O.No.6 dated 18.08.2009.**

<i>S.no</i>	<i>Component</i>	<i>Recovery amount per labour per every WORKING DAY (in Rs.) (Ro)</i>	<i>To be released when</i>
-------------	------------------	-----------------------------------------------------------------------	----------------------------

		<b>UN- SKILL ED</b>	<b>SEMI- SKILL ED</b>	<b>SKILLED</b>	
01	<b>Notice pay</b>	Rs.14.63 ps	Rs.18.40 ps	Rs.22.18 ps	After the Contractor makes payment to the workmen in the presence of Representative of RINL/VSP/Engineer and Zonal Personnel Executive(CLC) representatives . A certificate to this effect is to be enclosed with pre-final bill. <b>(to be paid with pre-final bill)</b>
02	<b>Retrenchment Compensation</b>	Rs.7.31 ps	Rs.9.20 ps	Rs.11.09 ps	
03	<b>Leave with wages</b>	Rs.9.00ps	Rs.11.33ps	Rs.13.65 ps	
	<b>Sub-total</b>	Rs.30.94 ps Per every working day	Rs.38.93 ps Per every working day	Rs.46.92 ps Per every working day	

04	<b>Bonus</b>	Rs.12.71 p s	Rs.12.71 p s	Rs.12.71 p s	After the Contractor makes payment to the workmen in the presence of Representative of RINL/VSP/Engineer and Zonal Personnel Executive(CLC) representatives . A certificate to this effect is to be enclosed with RA bill / pre-final bill. <b>(to be paid with RA bill / pre-final bill as and when paid by the Contractor)</b>
<b>Grand total</b>		<b>Rs.43.65ps</b> Per every working day	<b>Rs.51.64 ps</b> Per every working day	<b>Rs.59.63ps</b> Per every working day	

**Note:**

a) i) In case of any statutory revision in Minimum Wages payable to Contract Workmen, by the Government of Andhra Pradesh, the above recovery amounts for above components **per workman category-wise**, are to be revised as per the following formula;

$$\text{Revised recovery amount}(R 1)=\text{Original Recovery amount } (R_o) \times \text{Revised wage } (X)$$

-----

**Original wage (Xo)**

Where:

R1 = Revised recovery amount per working day per worker category

Ro= Original recovery amount envisaged in Contract per working day per worker category

*X = Revised wage per day per category of workman., ie.,for Unskilled , Semiskilled, and Skilled categories of workers as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P. Gazette for the period under consideration.*

*Xo=Wage per day per category of workman ie., for Unskilled , Semiskilled, and Skilled categories of workers as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P. Gazette as on the date of opening of Envelope-1.*

*ii) Wage per day per workman=(Wage per category per workman per month notified by AP Govt. / 26 )*

*iii) Payment against the above components has to be made to the workmen based on prevailing wages of **last month pay.***

**iv) The above recovery amounts are inclusive of 10% towards profits & overheads. The actual amount payable to each workman in respect of each of the entitled components shall be the same as arrived at statutorily before loading the profits and overheads @ 10%.**

27.0 The agency will be required to furnish to the RINL/VSP the following particulars regarding the payments to be made by him to his workers, immediately after the commencement of the work in question;

- a) Wage period
- b) Place of disbursement of wages
- c) Payment and date of disbursement of wages.

28.0 The above particulars are also to be displayed in the form of a notice at the work place and copy of the same should be sent to the inspector under the Contract Labour (R&A) Act, 1970 and the Andhra Pradesh Contract Labour (R&A) Rules, 1971. All payments shall be made on working days at the work place and during working hours, as provided in the rules framed under the said Act.

29.0 The agency shall undertake and be responsible for providing canteen facilities for the workers employed by him in compliance with Chapter V of the Contract Labour (Regulation & Abolition) Act, 1970 and Andhra Pradesh Contract Labour (Regulation & Abolition) Rules, 1971 and also provide First Aid Box, equipment with contents, as prescribed under the Rules framed under the Contract Labour (R&A) Act, 1970 and Andhra Pradesh Contract Labour (Regulation & Abolition) Rules, 1971 at every location where labour is employed by him. Wherever the contractor execute works in a state other than Andhra Pradesh, the contractor shall register himself with the Principal Employer i.e. under the Contract Labour (Regulation & Abolition) Rules of the concerned State Government and comply with all the provisions of various statutes governing the service conditions of the contract labour in that State.

30.0 The agency shall not allow the use or sale of ardent spirits or other intoxicating beverages in the working area or in any of the buildings, premises occupied by him in connection with the work in question.

31.0 The Agency 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).

The agency shall ensure that the working hours for female workers, if any, employed by him shall be regulated as per the requirements of the statute and that no female worker is engaged for work at the work place except between 6.00 AM to 7.00 PM on any working day.

32.0 No child will be allowed in the premises.

33.0 The agency shall further ensure that proper discipline and decorum is maintained by the workers / employees engaged by him, in the area of work.

34.0 If any loss arises due to theft, pilferage or damage of articles which have happened during the work, the agency will be responsible and cost of articles and quantum of damages as assessed by RINL / VSP will be recovered from him. The agency shall, if necessary, provide adequate security against such incidents at their own cost.

35.0 The agency should register themselves with the Regional Provident Fund Commissioner and will be required to follow the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 failing which payments due to them will be withheld.

36.0 The Agency 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.

37.0 **Employees' State Insurance Act:** The successful agency should follow the procedure that shall be implemented in order to comply with the provisions of the Employees' State Insurance Act, 1948 and submit a copy of the Employees' State Insurance registration certificate indicating their Employees' State Insurance code number. The contractor should give all the particulars of workmen including Employees' State Insurance number(s) engaged by them before commencement of work and changes during the course of work shall be intimated by the contractor to the representative of RINL/VSP along with insurance code number where necessary. The contractor should deposit Employees' State Insurance Fund contributions (employee's + employer's (in this case contractor) contributions) on or before 21<sup>st</sup> of the subsequent month of the wage period in their independent Employees' State Insurance code number as per rules. The contractor should submit the remittance copy of challans containing the work order number along with list of workers with contribution details to the representative of RINL/VSP and Zonal Personnel Executive every month. The contractor should submit half yearly returns to Employees' State Insurance Corporation authorities under the provisions of the Employees' State Insurance Act, 1948 and rules framed there under and copy of the same shall furnish to RINL/VSP representative and Zonal Personnel Executive. The contractor should maintain the records such as attendance, wage registers, contribution registers, etc as per the Employees' State Insurance Act, 1948.

38.0 The Agency shall at all times indemnify the Employer against all claims for compensation under the provisions of the Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923, as amended from time to time or any other law for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all costs and expenses or penalties incurred by the employer in connection there with and (without prejudice to any other means of recovery) the employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under the contract or any other contract) all moneys paid or payable by the employer by way of Compensation aforesaid or for costs or expenses in connection with claims thereto and the contractor shall abide by the decision of the employer as to the sum payable by the Contractor under the provisions of this clause.

39.0 Reporting of accidents to the employer and other local authorities concerned pertains to labour: The contractor shall be responsible for the safety of all employees and / or workmen employed or engaged by him on and in connection with the work and shall report to the employer and other local statutory authorities concerned, all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.

40.0 Where any accident causing disablement or death occurs, the agency shall be liable for such injury or death caused as a result of such accident either within or outside the working place in the course of work. The agency shall be responsible for such contingencies and will make good all claims for compensation claimed by his labour or staff or under Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923 / Tribunal and other relevant laws of the land. He shall also indemnify the RINL/VSP and pay all such sums as may be awarded in respect of claims for compensation arising out of or consequent to any accident to any staff or Labour working under him pursuant to the provisions of the Employees' State Insurance Act, 1948 / Employees' Compensation Act (VIII of 1923 and XV of 1933 ) or any subsequent modifications or amendments to the Act thereof. All costs incurred by the RINL / VSP in connection with any such claims should be made good by the agency and the RINL / VSP reserves the right to pay in the first instance such amount of compensation as is payable under the said Act or any other Act / rules and recover the amount so paid from the agency's bills, security deposit or other ways.

41.0 ADDITIONAL INSURANCE COVERAGE:

The agency shall take insurance policy for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees five lakhs only) for deaths arising out of accidents on duty to the contract labour engaged by him. As and when death takes place arising out of accidents on duty, the contractor is required to pay the exgratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees State Insurance Act, 1948 / Employees' Compensation Act, 1923, Public Liability Insurance Policy (Third Party insurance) or any other insurance taken by the contractor or any other

agency to cover the workmen. The Agency shall update the said insurance policy from time to time on par with contract labour employed by RINL/VSP through contractor.

42.0 Insurance: The Agency shall maintain and shall require his Sub-Contractors to maintain in full force and effect, from Insurance Companies in India acceptable to Representative of RINL/VSP/Engineer, from the time of execution of his Agreement:

- a) All such insurances as are required by law for the purpose of the Contract at the cost of Contractor.
- b) All such insurances required in respect of equipment purchased out of advance received from Employer at the cost of Contractor.
- c) Any additional insurance required specifically by the Employer/Engineer at the cost of Employer.

Agency shall ensure that the insurer shall furnish to the Representative of RINL/VSP/Engineer and Employer with evidence of such insurance a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should Contractor default in paying any premium when due, Representative of RINL/VSP/Engineer or Employer, without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from the Contractor.

Any such insurance requirements are here by established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.

The provisions contained within this Article are not intended and do not impair or in any manner limit the liabilities or obligation assumed by Contractor as may be set forth more fully elsewhere in this Agreement.

43.0 Damages to persons & property: The contractor shall (except if **and** so far as the Contract otherwise provides) indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface or other damages to land or trees or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation to, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the employer against any compensation of damages for or with:

- a) The permanent use or occupation of land by the works or any part thereof (save in respect of damages to crops as aforesaid)
- b) The right of the Employer to construct the works or any part thereof on over, under, in or through any land.

c) Interference whether temporary or permanent resulting in any right or-light, air way or other assessment or quasi assessment which is the unavoidable result of the construction of the works in accordance with the contract.

d) Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the contract by the Employer, his agents, servants- other contractors (not being employed by the contractor) or for in respect of any claim demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

44.0 Third party Insurance: Before commencing the execution of the works the Contractor (but without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any Person (including any employee of the Employer) by or arising out of the execution of the works or temporary works or in the carrying out of the contract otherwise than due to the matters referred to in the Provision of Clause 29 hereof.

45.0 Minimum amount of third party Insurance: Such insurance shall be effected with an insurer and in terms, approved by the Employer and for an amount not less the amount of Rs.50,000/- (Rupees fifty thousand only) and the Contractor shall whenever required, produce to the Representative of RINL/VSP/Engineer the valid policy or policies of insurance and the receipts for payment of the current premium. The Agency shall update the said insurance policy as per the instructions of the employer from time to time.

46.0 Accident or injury to Workmen: The employer shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor any sub-contractor save and except an accident or injury resulting from any act or default of the Employer, his agents or servants and the Contractor shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.

47.0 Compliance with Statute, Regulations etc: The Agency shall conform in all respects with the provision of any such Statute, Ordinance, or Law as aforesaid and the rules, regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such rules and regulations of public bodies as aforesaid and shall keep the employer indemnified against all penalties and liability of every kind for breach of any such statue, Ordinance, law, Rule, Regulation or Bye-Law.

48.0 Age limit of Labour: The age limit for employment of labour shall be in strict accordance with the existing Labour Rules & Regulations.

49.0 Return of Labour: The contractor shall submit returns in such form and at such interval as the Representative of RINL/VSP/Engineer may prescribe showing numbers of different labour employed on the works from time to time by the contractor.

50.0 The contractor/agency shall follow the provisions of Indian Factories Act, 1948 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.

## **51. SAFETY:**

- a) The contractor/agency 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.
- b) The contractor/agency 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 Personal Protection Equipment. 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 Safety Engineering Department/Contract operating department of RINL/VSP 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.

## **52.0 LABOUR DEPLOYMENT:**

- A) The contractor/agency shall deploy his labour as per requirement and as instructed by the Representative of RINL/VSP/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 Representative of RINL/VSP/Engineer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Representative of RINL/VSP/Engineer.

- 53.0** The contractor/agency, his supervisors and workmen shall observe entry and exit timings strictly.
- 54.0** The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Representative of RINL/VSP/Employer.

**NOTE:** Wherever the contractor execute works in a state other than Andhra Pradesh, the contractor shall register himself with the Principal Employer i.e. under the Contract Labour (Regulation & Abolition) Rules of the concerned State Government and comply with all the provisions of various statutes governing the service conditions of the contract labour in that State. The terms and conditions may be modified accordingly after obtaining the approval of competent authority.

- 55.0 Mode of Payment:** The Contractor shall submit the bill on monthly basis for the work already completed on 1<sup>st</sup> of every month. On receipt of Bill Logistics division of Marketing Dept., near BC Gate will verify the claim with all supporting documents required, recommend & forward the Bill for release of payment, after considering the recoveries if any as per Para 6 above. The payment shall be cleared within a fortnight of the submission of the bills. All Statutory taxes and other recoveries such as TDS, Service Tax etc., as applicable from time to time will be recovered from the bills. The Payment shall be made by Electronic Fund Transfer to the Bank account of the Contractor. The Contractor shall be required to furnish necessary details of payment by Electronic Fund Transfer in the format prescribed at Annexure-A.
- 56.0 Validity:** The contract shall be valid till two years from the date of award of the work order. However the same can be extended for a further period of 3months on the same rates, terms & conditions at the discretion of VSP.
- 57.0 The contract will be operated under the control of IN-Charge, Logistics division Marketing Department, near BC Gate, Visakhapatnam Steel Plant, Visakhapatnam.

**BILL OF QUANTITIES**

Sl.No	Description	Unit	Qty	Rate/Unit	Total Amount	Remarks
1	2	3	4	5	6	
1	Supply of experienced personnel having experience of courier jobs for carrying out dispatch of documents & Samples (details as per annexure) including cost of transportation through out the contract period including Sundays /holidays, described as below: Unit Description: Manday. BOQ Quantity: Skilled personnel - Quantity - 1872 - Mandays Semi-Skilled Personnel - Quantity- 3744 - Man days/ at Logistics c)Semi-Skilled Personnel-Quantity- 624-Mandays/at Administration(Mktg)	Man day	1.Skilled 1872 2.Semi- Skilled -4368			

EMD:Rs.17,500/-, DD No.:

Date \_\_\_\_\_ drawn on \_\_\_\_\_

Date:

Signature of the Tenderer

- N.B.: 1.0 Rate quoted should be in both in figures and in words. Incase of any discrepancy, the rate written in words will be taken as final.
- 2.0 If there is any correction, it should not be over written. The wrong entry should be cut and re-written and should be signed by the tenderer, wherever such corrections are effected by the tenderer.
- 3.0 The Rates quoted shall be valid for 3 months from date of submission of Tender.
- 4.0 For further clarifications, regarding scope of work etc., the tenderers may please contact AGM( Mktg), Logistics Division, Marketing Department on phone Nos. (891) 2519064, Fax No. 2519

**ANNEXURE**

<i>Re-route Chart Timing</i>				
A A Shift			B SB Shift	
S Starting Time 6:00:00 AM	9:39.30AM	10:10.00 AM	3:03.00 PM	3:33.30 PM
Logistics (including Kiosks), Finance Excise, Finance Sales Accounts, Mktg-Spl.Steel, Mktg-P&D, HOD-Mktg, Exports, HQ Sales, By Products, BCSY, NSY, Logistics.	BCSY, NSY, WB, MMSM, Lab, WRM, LMMM, BSY, BF, ASP, TPP, CRMP, CCP, SSD, LMMM, Lab, Bar Mill, Central Lab, Traffic, Logistics.	BCSY, NSY, Pay Section, ED Works, PPM, Systems, HQ Sales, By products, Admn Building, VSGH, Town Administration, Ukku House, Other Departments as and when required by Logistics Section.	BCSY, ED (W), PPM, Systems, HQ Sales, By Products, Admn. Bldg, VSGH, Town Administration, Logistics Section.	BCSY, Traffic, MMSM, LMMM, Lab, Billet Mill, WRM, Lab, Logistics Section.
Ending Time 10:00 AM 11:00 AM 12:00 AM 5:30 PM 5:30 PM				
I a) In addition to the above ;				
A b) All the Despatch documents at the end of the shift should be collected from the Kiosks and bundled and fastened properly.				

MAN POWER REQUIREMENT PER DAY FOR PLANNING PURPOSE ONLY

Manpower/No. of Staff to be deployed	Nos. Required
One Supervisor in each shifts	3 Nos.
Two Driver cum Courier in "A & B" Shifts	4 Nos.
One Driver cum Courier in "C" Shift	1 No.
One Driver cum Courier in "G" shift	1 Nos.
One Driver cum Courier for Marketing Admn.	1 Nos.
Total	10 Nos.

## **Annexure-A**

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To:     **Engineering I/c**  
       **RINL / VSP****

SUB: Bank Account Details for e-Payment  
Ref No : Contract / Wo No

I/ We agree for EFT / RTGS / DIRECT Credit (Strikeout whichever is not applicable) or any other mode of electronic payment introduced by RBI from time to time. The payment credited to our Bank A/c will be in full discharge of the obligations of RINL/VSP and we shall have no claim whatsoever in respect of the bill, for which, payment is made.

I/We furnish here below the bank account details:

Name of the Bank

Branch Name, Place and MICR Code of the branch in case of RTGS, IFSC Code of the Branch.

Beneficiary's Account Number in full

Type of Account

Name and style of account

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

Authorised Signatory/Proprietor

(Note: Endorsement by Bank Manager is necessary to ensure correctness of the Bank details provided)