



RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

(A Govt. of India Enterprise)

PR3 - JAGDISH K

P&A CONTRACTS DEPARTMENT, #33, 'B' BLOCK, PROJECT OFFICE,

VSP, VISAKHAPATNAM - 530031, ANDHRA PRADESH -

INDIA

PHONE: 8008222136,

e-Mail Id: jagadish3010@vizagsteel.com

NOTICE INVITING TENDER (NIT)

NIT TYPE: 2-PRT % BID E-RFX

VSP/1400/2018/00040

NIT NUMBER & DATE: 2600003239 Dated 29.11.2018

OPEN TENDERS IN THE PRESCRIBED FORM ARE INVITED FROM THE REPUTED / EXPERIENCED TENDERERS FOR THE FOLLOWING

1. NAME OF THE WORK:

Hiring of autos to RINL,VSP

2 KEY INFORMATION:

Type of Bid	Type of Submission	EMD in INR	Submission Dead Line date & time in	Bid Opening Date & time in Hours
TWO PART BID	E BID	17500.00	29.12.2018 14:30	29.12.2018 15:00

Contract Period # 36 Months (3 yrs)

Defect Liability Period # nil

Engineer/ Officer #In charge- AGM(Admn).

Estimated value (Rs.) # 15,81,120/- (excl GST).

The estimate value includes manpower, hiring and diesel costs. Noescalation in labour, POL, material and other components. SMA, ASMA arenot applicable. VSP has no liability towards compliance of statutoryobligations of drivers like PF,ESI,etc.

3 OFFER VALIDITY DATE:

Your offer should be valid upto 28.04.2019.

4 CURRENCY:

INR.

5 ELIGIBILITY/EXPERIENCE CRITERIA :

Single Work Order Value in INR	Annual Turnover in INR
263520.00	158112.00

Note: Values mentioned herein will be rounded down to Rs. in lakhs with 2 decimals ie., single similar work order value : Rs.2.63 lakhs andannual turnover: Rs.1.58 lakhs.

6. NATURE & SCOPE OF WORK:

The nature and scope of work involves providing two nos. of threewheeler passenger autos manufactured in 2017 or later, on hire, for use of central despatch section of Admn. Dept. for movement of dak to various offices located inside the plant and township.

7 ITEM DETAILS/BOQ:

as enclosed.

The tenderer is required to quote against the estimate value for PART-A of BoQ. The total value quoted against the estimate value for PART- A shall be considered for the purpose of tender evaluation. Tenderer is not required to quote against part B of the BoQ.

The quoted value by the tenderer against PART- A shall be converted into percentage (with four (4) decimal places without rounding off) above/below/at-par with respect to estimate value as per PART- A of BoQ. The percentage so derived shall be uniformly applicable on all items of BoQ of PART- A and PART-B also.

8 LIST OF TENDER DOCUMENTS:

This document along with those available in cFolders as below, constitute the complete Tender (NIT) as mentioned in tender document.

9 E-RFX SUBMISSION PROCEDURE - 2 PART:

RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFx Response to be submitted electronically through System only. No physical paper/print needs to be submitted. Bidders need to have UserID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. If a Bidder who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Bidders to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.

In 2-Part E-RFx, Technical RFX Response is uploaded to PQC/Tech RFX cFolder and Price RFX is quoted in Bidding Engine. E-Tendering User Manual available in SRM Portal contains the procedure participating in RINL E-Tenders.

Bidders to ensure the following before submitting the 2-Part E-RFx Response

- a. All Mandatory questions are answered and Requisite documents are uploaded into PQC cFolder including the EMD Submission proof.
- b. All Techno-Commercial documents required as per tender document are uploaded into "Tech RFX" cFolder.
- c. Prices and Taxes (Conditions) are quoted in the bidding engine.

Then upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response to be Submitted.

Bidders to ensure that E-RFx Response submission is done before "Submission deadline date & Time" indicated in the NIT Key information at 2 above. RFX can be "withdrawn" and modified as long as "Submission deadline date & Time" is not over. RFX Response cannot be modified once Submission deadline time passed.

10 E-RFX OPENING PROCEDURE - 2 PART:

E-RFx Responses are opened in the system Electronically.

System allows opening of RFX responses only after the specified date and Time as indicated at 2 Key information above. Authorized Tender opening officers through the process of "Simultaneous Log-on" shall open the RFX Responses in System.

For 2-Part E-RFx first "PQC" & "Tech RFX" cFolders are opened in the system through Simultaneous Log-on Process. Then Price RFX responses will be opened on a specified Date & Time through Simultaneous Log-on process for Techno-Commercially Accepted Responses on intimation to Bidders.

11 DOCUMENTS TO BE UPLOADED IN TECH BID C FOLDER:

The following self-attested (Signed and stamped/sealed by authorized signatory) are to be uploaded in the Tech bid cFolder.

A) For Earnest Money Deposit: Agencies to transfer the Earnest Money to the Account No. 915020053600067 of Axis Bank Ltd., payable at Gajuwaka Branch (Branch Code 075). The IFSC Code is UTIB0000075 and SWIFT Code is AXISINBB075.

CASH DEPOSITS TOWARDS EARNEST MONEY DEPOSIT (EMD) IN THE ABOVE SAID AXIS BANK WILL NOT BE ACCEPTED AND SUCH OFFERS WILL BE REJECTED.

(i) Agency has to indicate the Bank UTR Numbers (NEFT Transaction Id Numbers) of Earnest Money Deposit (EMD) in the Questions tab section which is mandatory.

If the agency seeks exemption from submission of EMD, the agency needs to submit the copy of registration with any of the following:

- (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) Coir Board
- (v) National Small Industries Corporation (NSIC)
- (vi) Directorate of Handicrafts Handloom
- (vii) Any other body specified by Ministry of MSME

B) Statutory Documents to be submitted, wherever specified

i) Electrical License (For Electrical contracts) Agencies having valid Electrical license issued by any State Licensing Board / Authority will only be considered

C) Supporting PQC documents as mentioned in PQC requirements.

VSP reserves the right to reject the offer in case the required documents are not submitted.

12 E-RFX EVALUATION PROCESS:

(a) Pre-qualification evaluation shall be done based on the documents submitted by the bidders in PQC & Tech RFX cFolders.

(b) All the RFXs shall be evaluated on the basis of landed cost only which includes all taxes and duties but excluding Goods & Service Tax (GST).

(c) TAL1 (Technically accepted L1) price arrived by the system shall follow automatically to Auction document as start bid price for all cases of Reverse Auction and will be visible in the system only after the start time of Live Auction (E-Reverse Auction).

(d) On completion of Live Auction, composite comparative statement is generated by the system considering the RFX Prices and Reverse Auction Prices. Placement of Order shall be considered on the L-1 price so arrived.

(e) Notwithstanding anything specified in this tender documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:

(i) To reject the response whose performance is poor in awarded / ongoing works if any.

(ii) To give purchase preference to Public Sector Undertakings wherever applicable as per Government Policy / Guidelines

(iii) To extend purchase preference to Local MSEs (Micro & Small Enterprises) as per prevailing guidelines of RINL subject to submission of documents as stipulated in Detailed Terms & Conditions of NIT.

13 REVERSE E-AUCTION PROCESS:

RINL shall have the option of resorting to reverse e-auction on SAP SRM LIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from a start Price. In reverse e-auction the bidders would be required to quote prices excluding Goods and Services Tax(GST) but including all other taxes. Definition of key terms for RINLs SAP SRM Live-auction (E-Reverse Auction)user manual is available in SRM Portal. No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering to be used for Live Auction also.

14 GENERAL INSTRUCTIONS:

1. The documents submitted by the tenderers in respect of pre-qualification criteria are final and VSP reserves the right for further correspondence / clarifications / submissions in this regard.
2. Deficient documents shall not be sought by VSP. However, clarifications w.r.t. the documents already submitted by the tenderers shall be sought wherever required. Non-submission of specified documents shall be fatal.
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/alterd/ 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. It will be presumed that the tenderers have gone through the entire tender document which shall be binding on him/ them.
5. The tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFX cFolder Publisher Area on the RINL's SRM Portal in totality and upload the same along with the Undertaking letter in Tech RFX cFolder. Any time prior to the DEADLINE for submission of the bids, VSP may for any reason modify the RFX terms and conditions by way of an amendment or corrigendum. Such amendments or corrigendum will be notified in RINL's SRM Portal at regular intervals. Therefore the tenderers should refer to RINL's SRM Portal regularly for any corrigendum.
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.
7. Tenderers shall submit GST Registration Certificate under GST Act if available, and if not available, Tenderers shall give an Undertaking to produce the same if successful in the tender and shall produce Registration certificate under GST Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same. If the agency is unregistered / under composition scheme, declaration shall be submitted.
8. 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 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
9. The date of opening of the PQC and Tech RFX response shall be the date of tender opening.
10. 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 PF Regn./Electrical License/Experience/qualifications/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders for two years.
11. 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) Split and award the work to more than one agency, (b) 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.

15 INSTRUCTIONS TO TENDERERS:

1. Tenders shall be submitted in the prescribed form issued by VSP in the RINL SRM Portal, Government Portal.
2. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
3. The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their "Total Amount in Figures only" accordingly.
4. Tender shall be for the entire scope of work mentioned in the tender documents.
5. If by any reason the tender opening is postponed to any other date, the same will be placed in RINL's SRM Portal and in the Notice Board at
P&A Contracts Department, VSP. Tenderers shall see the SRM Portal / Notice Board regularly and keep themselves informed in this matter.
6. 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.

7. Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender.
8. 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 P&A Contracts Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
9. Corrections / amendments / replacement to / of the documents / financial instruments for EMD shall not be sought from the tenderers 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 the BG (s) as on initial TOD is falling short of the minimum validity period stipulated in the tender.
 - d. Discrepancy exists in the name of Payee / Beneficiary.
 - e. The bidder fails to submit EMD or submission of UTR No./Receipt No.
10. Purchase Preference will be given to PSU' s where applicable as per DPE guidelines.

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

12.Price Condition:

Tenderers shall quote the price of the goods or services, excluding GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice.

In case Tenderer opted for composition scheme, GST will not be charged extra and the price quoted includes the GST applicable to composition scheme. Tenderers have to specify that they have opted for composition scheme and GST is included as applicable for composition.

Evaluation Criteria:

1. In case of supply of goods or services on which RINL/VSP is eligible to avail GST input tax credit, evaluation of tender shall be on the basis of landed cost excluding GST. 2. In case of supply of goods or services on which the employer (RINL/VSP) is not eligible to avail GST input tax credit, the applicable GST payable by RINL/VSP (in case of unregistered taxable supplies) or GST to be charged by the registered taxable supplier as applicable, shall be added to the landed cost for evaluation purposes.

13. Tenderer shall quote their price based on the estimated value of the contract which includes all taxes and duties but excludes GST. GST is applicable as given below:

- (i) GST: Item @ _____% and GST Cess (if any) (Refer Clause No.15.12 of Instructions to Tenderers of NIT)

16 EMD SUBMISSION PROCESS:

1. 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/tender document) 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 tender. The above shall supercede the instructions regarding "form of EMD" elsewhere in the tender document.

2. 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.

3. EXEMPTIONS/PREFERENCES FOR MICRO AND SMALL ENTERPRISES

3.1 Micro and Small Enterprises (MSEs) are exempted from submission of 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 (Acknowledgement of Entrepreneur Memorandum i.e. EM part II)
- ii. Khadi and Village Industries Commission
- iii. Khadi and Village Industries Board
- iv. Coir 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/item 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.

3.2 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 the relevant category. The successful tenderer should ensure that the same is valid till the end of the contract period.
- iv) The offer / bid of MSE shall be within the price band of L1+15% and upon their matching with the final negotiated price of L1 (L1 being other than MSE).

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

4. EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.

RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878

SD/-

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1. PRE-QUALIFICATION REQUIREMENTS:

The following are the pre-qualification documents to be uploaded in Tech RFx C-folder by the tenderer:

- 1.1 A copy of Notarized sole proprietorship OR a copy of Notarized partnership deed OR a copy of Memorandum of Association & Articles of Association, along with certificate of registration – whichever is applicable.
- 1.2 For Turn Over Audited balance sheets certified by Practicing Chartered Accountant with Stamp & Membership No. in case the annual Turn-over is more than Rs.100.00 Lakhs (OR) in case of Turn-Over being less than Rs.100.00 lakhs either Turn-over certificate in the prescribed format of VSP duly signed by a practising Chartered Accountant/Cost Accountant with Stamp and Membership No. (OR) T.D.S. certificate(s) comprising of the Gross bill values issued by the Deductor(s) for the work done.
- 1.3 Tenderers shall submit GST Registration Certificate under GST Act, if available, and if not available, Tenderers shall give an Undertaking to produce the same if successful in the tender and shall produce Registration certificate under GST Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same. If the agency is unregistered / under composition scheme, declaration shall be submitted.
- 1.4 The 'Form of Tender' shall be printed on the letter head of the Tenderer, duly self attested with stamp/seal of the firm and to be uploaded in the Tech RFx C-Folder.

1.5 Single Work Experience:

- 1.5.1 The agency should have experience in providing light motor passenger vehicles such as car/ jeep/ mini-van/ ambulance / three wheelers, on hire basis
- 1.5.2 The value of single work executed shall be during the last 7 (Seven) years ending last day of month previous to tender notice date ie., 31.10.2018 and turnover shall be the average Annual Finance Turnover during the last three years ending 31st March of the previous financial year i.e. 2017-18.
- 1.5.3 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 work excluding Service Tax/ GST, as applicable. In case of work executed outside VSP, and where the total amount includes Service Tax/ GST, tenderers shall make efforts to get the value of Service Tax/ GST, as applicable, indicated separately in the Work Completion Certificate.

2.0 GENERAL

- 2.1 ***Deficient documents shall not be sought by VSP. The bidders are advised to upload all the necessary self attested documents, with stamp/seal of the firm, in support of their experience/credentials. However, clarifications w.r.t. the documents already submitted by the tenderers shall be sought wherever required. Non-submission of specified documents shall be fatal.***
- 2.2 Tenderers shall upload duly filled in, signed (by the Authorized Signatory with stamp/seal of the firm) and scanned Form of Tender in the Tech RFx C-Folder along with specified documents., in which case, Bill of Quantities need not be uploaded.

FORM OF TENDER

To
The General Manager (HR),
Personnel & Administration Contracts,
Visakhapatnam Steel Plant /RINL,
Room No.33, Block-B, Project Office,
VISAKHAPATNAM - 530 031 (AP)

Ref: Visakhapatnam Steel plant-Tender Documents and Tender/RFx for the work of “**Hiring of autos to RINL, VSP**”

Dear Sirs,

1. With reference to the Notice Inviting Tender/RFx, I/We have gone through the tender documents published. I/We have also gone through all the documents pertaining to the above Tender / RFx and noted the contents therein. I/We hereby confirm that I/We shall abide by Terms and Conditions of the Contract. 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 the price of this tender. We hereby offer to execute & maintain the work during the defect liability period, as applicable, in conformity with the tender conditions at the respective rates quoted by us.

2. With reference to the tender/RFx invited by Visakhapatnam Steel Plant, I/We agree to the following:

a) I/We have examined the General Conditions of Contract, Special Conditions of Contract, Articles of Agreement, Invitation to Tender, Scope of Work, Specifications, Preamble to Bill of Quantities, Bill of Quantities and the Drawings for the above work and hereby agree to construct, complete and maintain the whole of the said works in conformity with the said General Conditions of Contract, Special Conditions of Contract, Articles of Agreement, Invitation to Tender, Scope of Work, Specifications, Preamble to Bill of Quantities, Bill of Quantities and the Drawings for the sum (in Rupees) quoted against the tender. I/We undertake to complete and deliver the whole of the works comprised in the Contract within the period specified in the tender document, from the date of commencement of work.

OR

b) I/We have examined the Terms and conditions of Contract, Scope of Work, Specifications, Bill of Quantities for the above work and hereby agree to provide services specified for the duration as specified in the tender in conformity with the said Terms and conditions of Contract, Scope of Work, Specifications, Bill of Quantities for the sum (in Rupees) quoted against the tender.

(Delete whichever is not applicable)

3. I/We have deposited earnest money as specified in the tender documents, which amount is not to bear any Interest and I/We 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 security money, execute the agreement and/or start the work within reasonable time (to be determined by the Engineer) after written acceptance of my/our tender.

(Signature of Tenderer)

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(Following Details to be furnished by the tenderer compulsorily (neat & legible) while submitting the tender schedule)

1. PAN :
2. Status / Reason for not having PAN:
3. GST No. :
4. Official Address :
5. Phone / Mobile No. :
6. E-mail id :
7. Vendor Code with VSP, if available:
8. Status of the firm : Proprietary / Partnership / Others (Specify) _____
9. Authority to sign : Proprietor / Managing partner / Power of Attorney holder

Yours faithfully,

(Signature of Tenderer with Seal & date)

Name:.....

Name of Partners of the Firm

1. _____

2. _____

3. _____

Scope of Work

Providing on hire Two numbers of Three wheeler Passenger Autos manufactured in 2017 or later on rate contract to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, for a period of 3 years. The successful agency has to provide Three wheeler Passenger auto services to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant for use of the Central Dispatch Section of General Administration Department for the movement of Dak to various offices located inside the plant boundary and in the Township (Ukkunagaram) as per the agreed rates, terms and conditions.

(2018-2021)
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A GOVT OF INDIA ENTERPRISE)

TERMS AND CONDITIONS OF RATE CONTRACT FOR PROVIDING 2 (Two) Nos. of
THREE WHEELERS PASSENGER AUTOS OF 2017 or LATER MODEL ON HIRE TO
RINL/VSP

1. PERIOD OF CONTRACT: The contract shall be for a period of 3 (three) years. RINL/VSP reserves the right to extend the contract by a further period of 4 (four) months at the same rates, terms and conditions.

There shall be no defect liability period.

2. 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 acceptance.

SECURITY DEPOSIT: Security Deposit at the rate of 5.0 % will be deducted from each bill until this amount together with the Initial Security Deposit reach the limit of retention which is 5.0% of the value of work. The Security Deposit shall be released after the satisfactory completion of the work.

Public Sector Enterprises or State / Central Government Undertakings / Micro & Small Enterprises (MSEs) listed with NSIC will not be required to submit Security Deposit, but however they shall submit "Performance Guarantee Bond" in lieu of Security Deposit in the prescribed proforma equivalent to the value of Security Deposit, covering the period of contract.

3. The Agency should be in a position to supply two numbers of three wheeler Autos of 2017 or later model within one week (seven days) after receipt of LOA.
4. The agency shall ensure that the vehicle(s) run in accordance with the conditions of permit granted by the Transport Authority.
5. The vehicles supplied by the agency should be in good running condition. In the event of any break-down, the agency shall replace the vehicle immediately with a good road worthy vehicle of the prescribed model which is acceptable to the company.
6. The Agency shall employ the required number of drivers who are Physically and Medically fit for running the vehicles efficiently and the Company has nothing to do with their employment and service condition.
7. The agency must ensure that the drivers engaged by them possess necessary licences and permits and shall follow relevant rules and regulations.
8. The Agency shall run the vehicle as per the timings stipulated by the authorized representative of General Administration Department / user and shall ensure that there is no delay in the service. The timing stipulated may be changed depending upon the

convenience of the user Department and the same shall be intimated to the Agency in advance in writing.

9. The Agency shall deploy vehicle(s) as per the instructions of the authorized representative of General Administration department of VSP and should not take into cognizance any communication, instruction etc. given by any other Agency so far as deployment of vehicles are concerned.
10. If the agency for any reason whatsoever, fails to adhere to the stipulated timings as intimated by the user, it will ordinarily be treated as the failure of the agency to supply the vehicle. However, the user reserves the right to accept the vehicle even if reported late, at his / her own discretion. In such a case, the Company may impose a penalty for late reporting at the rate of Rs. 200/- for each instance.
11. If the agency fails to supply any of the vehicles that are hired, as per the prescribed standard, the Company reserves the right to make alternative arrangements by hiring the vehicle(s) from any outside party(s). Any additional expenditure incurred on account of such arrangement(s), in addition to a penalty of Rs. 500/- per day, in each case, will be recovered from the amounts payable to the contracting agency.
12. All payments to the agency towards hire charges shall be made by Electronic Fund Transfer (EFT) system against bill submitted by the agency once in a calendar month.

The payments shall be made within 15 days of submission of bill complete in all respect by the agency. Any recoveries to be made from the Agency shall be deducted from the bills payable to it under the contract with the Principal.

13. PAYMENT MODE FOR BILL AMOUNTS:

- 13.1 Following are the options available to the Contractors for availing e-payments.
 - 13.1.1 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.
 - 13.1.2 Direct Credit: Suppliers opting for this system may open Bank accounts with any one of the following banks.
 - i) State Bank of India - Steel Plant Branch
 - ii) Canara Bank - Steel Plant Branch
 - iii) Bank of Baroda - Steel Plant Branch
 - iv) State Bank of Hyderabad - Steel Plant Township Branch
 - v) Andhra Bank - Steel Plant Township Branch
 - vi) UCO Bank - Steel Plant Township Branch
 - vii) IDBI - Visakhapatnam Branch
- 13.2 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) Party 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:
Signature of Tenderer:

CERTIFICATCE

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 :

-
- 13.3 The contractor has to submit their bank account details in the format at 13.2 above 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.
- 13.4. The Successful tenderer is required to give an undertaking to the Finance Department of VSP that the payment made by RINL/ VSP of any sum due to him by directly remitting the same in his bank, the address and the number of which is to be furnished, shall be in full discharge of the particular bill raised by him, and that he shall not have any claim in respect of the same.
- 13.5. In respect of payment made through Electronic Fund Transfer mechanism or Direct Credit to the supplier's / contractor's bank account, the supplier / contractor/receiver should intimate discrepancies, if any, within 10 days from the date of dispatch of intimation letter of payment to them to Finance Department of VSP failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 days.
14. Recovery of income tax at source will be made from contractor's bill and deposited with Income Tax Department as per rules.

15. The three wheelers (passenger Autos) will be used for 8 (eight) hours per day and any additional use will be compensated by the company as per the rate agreed by the agency for such additional usage.
16. The agency will be paid for a minimum guaranteed run of 900KMs per calendar month. If there is any extra Kilometers, the same will be paid to the agency as per the rates agreed by the agency for such usage.
17. The agency will have to supply the vehicle, if required, on any holiday including night hours depending on the exigencies of work at no additional cost.
18. The Agency shall bear the cost of lubricants, spare parts and all other incidental expenses. The agency shall ensure availability of its authorized representative(s) over phone round the clock.
- 19(a) Total amount quoted shall be excluding GST prevailing as on the date of submission of bids.
- 19(b) During the operation of the contract if any new taxes / duties / levies etc. are imposed or rates undergo changes, as notified by the Government and become applicable to the subject works, the same shall be reimbursed by VSP on production of documentary evidence in respect of the payment of the same. Similarly benefits accruing to agency on account of withdrawal/reduction in any existing taxes and duties shall be passed on to VSP.
- 19(c) The prices are exclusive of GST. RINL-VSP will pay GST as applicable on submission of Invoices in accordance with the Law. The contractor will be paid GST 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 GST for each month along with RA Bill for the subsequent month.
20. While the vehicle is in the company premises, it shall be subject to such security regulations in force in the company from time to time. Agency shall obtain vehicle/ driver passes issued by CISF and shall ensure that valid passes are always available with drivers concerned.
21. The Agency shall execute a contract on non-judicial stamp paper of requisite value with the Company.
22. The contract may be pre-closed by giving 07 days advance notice by RINL/VSP, for any administrative reason.
23. In the event of the agency failing to perform any of the obligations under the contract or in case of non-performance of the contract after award of the work, RINL/VSP will have the right to terminate the contract at the risk and cost of the agency at any time during the operation of the contract after giving 7 days notice, and take action on the Contractor as envisaged under Cl. 24 here under.
24. **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 of work order / LOA during the validity of tender or non-

observance of safety rules and regulations, misappropriation of company's materials / property or on omission / commissioning tantamounting to an offence.

25. The agency shall be responsible for the safety of all the employees and or workmen/drivers employed or engaged by it in connection with the work and shall report to the Employer and other local authorities concerned all cases of accidents however caused and whenever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.
26. It is the responsibility of the Agency to implement or adhere to all the statutory requirements. The Company does not have any obligation whatsoever, on this account.
27. The Agency shall indemnify and keep indemnified the Company against all losses/damages caused by the agency or its employee in any manner to any property of the Company arising out or in consequence of the work under this contract.
28. If the agency fails to comply with any conditions of the contract other than those for which penalties are clearly specified including non-supply of prescribed model vehicle, the Company shall impose a fine of Rs. 500/- on each occasion. The decision of the Company in this regard shall be final and binding.
29. If it comes to the notice of VSP at any stage right from request for enlistment / tender document that any of the certificates / documents submitted by the applicant for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all VSP tenders for a period of 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 I Operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit, if any, and risk and cost charges etc. Decision of VSP management will be final and binding.

30. **SETTLEMENT OF DISPUTES BY ARBITRATION:**

Except the matters covered under above, all disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration in accordance with Rules of Arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties, provided that withholding of any of the certificate, decision, opinion, direction, valuation etc. by the Engineer / RINL-VSP for a period of more than six months shall be referable to Arbitration, and the same shall not be barred as Excepted matter.

Unless otherwise directed by the Engineer, the further progress of any work under the contract shall continue during the Arbitration proceedings and no payment due or payable by the Employer shall be withheld on account of such proceedings. It shall not be open to Arbitrators to consider and decide whether or not such work shall continue during Arbitration Proceedings.

Provided further that no reference to Arbitration whether the final bill for the work has been passed or not shall be made later than 6 (six) months from the date of satisfactory completion of the work under the contract. The Arbitral Tribunal shall make a reasoned award.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of Arbitration shall be borne by both parties equally. However, the fees and

expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the Arbitrator give specific award in respect of costs then it would prevail. The venue of Arbitration shall be at Visakhapatnam.

31. **NOTICES:**

- 31.1. **Serving notices on Agency:** Any notice to be given to the Agency under the terms of the contract shall be considered duly served if the same shall have been delivered to, left for or posted by registered post to the Agency's Company place of business (or in the event of the Agency being a company to or at its Registered Office) or at the site.
- 31.2. **Serving Notices on Employer:** Any notice to be given to the Employer under the terms of the Contract shall be considered as duly served, if the same shall have been delivered to, left for or posted by Registered Post to the Employers last known address.

BILL OF QUANTITIES WITH ESTIMATE RATES

FOR THE WORK OF:

Rate Contract for supply of 02 No. of Three Wheelers Passenger Auto of 2017 or later Model on hire basis to Dispatch Section of General Administration Department.

Part-A

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY.	ESTIMATED RATE	TOTAL VALUE
1	Rate per month per Auto for a usage of 8 hrs /40 kms per day including Fuel and manpower excluding GST.	Month	72	21,960	15,81,120

Part-B

No	Item Description	Rate / KM in Rs
01	Rate per additional Kilometer over and above the minimum guaranteed KMs (40 kms per day per auto)	7.20
02	Rate per additional hour for extra usage of over and above 8 hours per day.	36.00

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Signature