

RASHTRIYA ISPAT NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)

VSP Liaison office-Hyderabad,
Ground Floor, NMDC Building, Khanij Bhavan,
Masab Tank, Hyderabad – 500 028
Ph .No: 040-2353 6267 ;

NOTICE INVITING TENDER (NIT)

TENDER NOTICE NO: VSP/LO/HYD/TAXI/01/2017-18, Dt. 24/02/2018

Sealed tenders in the prescribed form are invited from experienced agencies for the following work:

Name of the work: Supply on hire of A/C Cars to RINL-VSP at Hyderabad

Last date and time of receipt of tenders upto: **3.00 PM on 24/03/2018**

Date and time of opening of tenders(Technical Bid) : **3.30 PM on 24/03/2018**

Contact Person: Shri K Sudhakara Rao, AM (Law & Liaison), Ph.No: 9866192692
Smt Divya Reddy, AM(Liaison Admn) ,Ph No.9642484263

The detailed NIT is available in www.vizagsteel.com and Tender document can be downloaded from P & A Contracts web page of www.vizagsteel.com.

The bidder should refer to RINL's website regularly for any corrigendum

RINL VIGILANCE → TOLL FREE NO: 1800 425 8878

VSP Liaison office-Hyderabad

FORM 'C'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
LIAISON OFFICE-HYDERABAD
NMDC BUILDING, MASAB TANK
HYDERABAD-500028
PHONE NO: 040-23536267

NAME OF THE WORK: Supply on hire of A/C Vehicles to RINL-VSP Hyderabad

PERIOD OF CONTRACT : 36 Months

**ISSUED TO SRI/
M/s.** _____

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

No of pages of BOQ alone :

Total No. of pages :

(FOR OFFICE USE ONLY)

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

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
LIAISON OFFICE-HYDERABAD
NMDC BUILDING,MASAB TANK.**

HYDERABAD -500028 (AP); Ph: 23536267

TENDER NOTICE NO: VSP/LO/ HYD/TAXI/01/2017-18, Dt. 24/02/2018

- 1.0 Sealed tenders along with Earnest Money Deposit (EMD) are invited from experienced agencies for the following work:

Tender No:001	Name of the work: <i>Supply on hire of A/C Vehicles to RINL-VSP Hyderabad</i>
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- Note: 1.1 Agency should have experience in providing on hire A/c Vehicles such as Cars both Sedan and SUV's
- 1.2 Agency must have ownership (in its name) of a minimum of 5(Five) Nos. of Cars of any make, manufactured in 2015 or later and the proof of ownership duly issued by the concerned State Transport Authority requires to be submitted along with the tender
- 1.3 Tenderers are required to furnish details at enclosed Form-A compulsorily (neat & legible) while submitting the tender schedule.

2.0 Cost of Tender document(s) is Rs 500/- if the tender documents are downloaded from website and shall be paid in the form of Demand Draft / Pay Order / Banker's Cheque, obtained from any Nationalized or Scheduled Bank in India, drawn in favour of RINL Ltd., payable at Hyderabad and shall be valid for a minimum period of one month from the date of opening of tender i.e., Envelope-1 (Pre-qualification documents). ***THE COST OF TENDER DOCUMENT(S) RECEIVED ALONG WITH TENDER DOCUMENT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES UPON RECEIPT OF TENDER***

3.0 The value of single similar work executed/work experience shall be during the last 7(Seven) years ending last day of month previous to tender notice date i.e., 31.01.2018 and turnover shall be the average Annual Finance Turnover during the last three years ending 31st March of the previous financial year i.e. 31.03.2017. The tender document shall be accompanied with copies of (a) Work order, Bill of Quantities, Completion certificate* with details of value of work executed, (b)for Turnover –audited balance sheets certified by practicing Chartered Accountant in case the annual Turnover is more than Rs 100.00 Lakhs (or) in case of Turnover being less than Rs.100.00Lakhs either Turnover certificate in the prescribed format of VSP duly signed by a practising Chartered Accountant / Cost Accountant or TDS certificate(s) comprising of the gross bill values issued by the deductor(s) for the work done.(c) copy of registration letter issued by VSP in case of registered agencies and in case of non-registered agencies, either a copy of Notarized sole Proprietorship OR a copy of Partnership deed OR a copy of Memorandum of Association & Articles of Association, along with certificate of registration –whichever is applicable. VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

3.1 Mode of submission of Tender

The tenderers shall submit the tender in two envelopes marked 1 and 2 both sealed and then put them in a master envelope marked number 3. All the 3 envelopes shall be marked and superscribed with the name of the tenderer

- i) Envelope No 1(Part –A) should contain the Cost of the Tender Document (in case the Tender is down loaded from the web site) ,Earnest Money Deposit (EMD) separately in the form of D.D/Pay order/Banker's Cheque, Invitation to tender and instruction to tenderers, Terms and conditions of the contract, proforma agreement, PF, ESI, GST certificates and other pre-qualification documents etc., along with photocopy of RC Books in support of ownership of cars in their own

name, experience and other enclosures duly signed/ attested by Authorized Signatory with attested copies of authorization.

Envelope No 2(Part –B) shall contain the price bid(Schedule of rates) in the prescribed proforma duly filled in and signed by the tenderer with official seal.

Envelope No 3 shall contain both Envelope No-1 and 2 and following shall be superscribed on each of the envelope “ **Supply on hire of A/C vehicles to RINL/VSP Hyderabad**”

- 3.2 The first cover shall be opened initially and only on satisfying the eligibility criteria, adequacy of EMD etc., placed in it with signature on all the documents, the second envelope containing the price bid shall be opened. ***In case the price bid(s) is/are not opened immediately after opening of Envelope-1,*** then the date and time of opening of the price bid along with names of successful tenderers will be subsequently displayed in the notice board of VSP Liaison office-Hyderabad only and no individual communication to tenderers will be made.
- 3.3 The documents submitted in the first envelope by the tenderers in respect of pre-qualification criteria are final and VSP reserves the right for further correspondence / clarifications / submissions in this regard.
- 3.4 Scope of work, Bill of Quantities (BOQ), Terms & Conditions given in the tender documents and proforma agreement(placed in the website) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website / issued are found tampered/ altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.
- 3.5 It will be presumed that the tenderers have gone through the General Conditions, Special Conditions & Instructions to tenderer etc., of the contract available in the website which shall be binding on him/ them.
- 3.6 The tenderer shall download the “TENDER SCHEDULE” available on the website in totality and submit the same duly signed on each page. **Any time prior to the deadline for submission of bids, Liaison office-Hyderabad may, for any reason, modify the tender terms and conditions by way of an amendment, such amendment will be notified on RINL’s website at regular intervals.**
- 3.7 Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the **original offer along with revised offer(s)**
- 3.8 Tenderers shall submit PF, ESI, and firm ownership documents compulsorily along with tender documents.
- 3.9 Tenderers shall submit GST registration certificate if available, and if not available tenderers shall give an undertaking to produce the same if successful in the tender, and shall produce the registration certificates, wherever applicable, before signing the work order / Letter of Acceptance and submit a copy of the same.
- 4.0. The tender documents and other details can be downloaded from our web site: www.vizagsteel.com and the same are to be submitted to the VSP Liaison office-Hyderabad ,duly signed on each page by the tenderer **on or before 03.00 PM on 24.03.2018.**

- 5.0. Tenders will be received in the office of VSP liaison office-Hyderabad **up to 03.00 PM on 24.03.2018** .and Envelope- 1 will be opened immediately there after.
- 6.0. VSP after opening of tender/bid document may seek in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the Tenderers/bidders or issuing authority for confirmation of eligibility/prequalification stipulated in the NIT.
- 7.0. If it comes to the notice of VSP at any stage right from request for registration /tender document that any of the certificates /documents submitted by applicant for registration or by bidders are found to be false /fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 05(FIVE) years including termination of contract, if awarded. E.M.D/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of E.M.D./Security Deposit, if any, and recovery of risk and cost charges etc., Decision of V.S.P Management will be final and binding.
- 8.0. Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of 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.
- 9.0. Tender documents will be issued to tenderers based on their request or same can be downloaded from our web site. However, RINL will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc., RINL reserve the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency, (c) reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason.

VSP Liaison office-Hyderabad

Ref. Tender No.

TENDER NOTICE NO: VSP/LO/ HYD/TAXI/01/2017-18, Dt. 24/02/2018

Name of the Work: Supply on hire of A/C Vehicles to RINL-VSP at Hyderabad

To

Liaison Office-Hyd
 NMDC Building, Masab Tank
 Visakhapatnam Steel Plant
 Hyderabad-500 028.

Sir,

With reference to the Notice Inviting Tender, I/We have gone through the tender documents issued to us. I/We hereby declare that, I/We have obtained information about the nature of work, facilities that may be required and obtained necessary information about Working Conditions, risk contingencies etc., which may influence this tender. We hereby offer to execute & maintain the work in conformity with the tender conditions at the respective rates quoted by us.

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

- Status of the firm (mark)

Proprietary /Partnership/others
 (Specify) _____

* Authority to Sign:

- a) Proprietor
- b) Managing Partner
- c) Power of attorney holder

Name of Partners:

- 1)
- 2)
- 3)

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

Income Tax PAN No.

Status/Reason for not having PAN No.

OFFICIAL ADDRESS

Phone No:

Cell No. :

Fax No.:

e-mail address:

Party Code

Yours
 faithfully,

(Signature of Contractor)

Name:.....

Rashtriya Ispat Nigam Limited
VISAKHAPATNAM STEEL PLANT
10-3-311/A,khanij Bhavan,Masab Tank
Hyderabad- 500 028

To

Dear Sir,

Sub : Notice inviting tender for supply of A/c Vehicles to RINL-VSP, Hyderabad

Ref: Tender Notice No VSP/LO/HYD/TAXI/01/17-18 dt 24.02.2018

1. Sealed tenders are invited from experienced agencies for providing cars of various types to RINL-VSP Liaison office at Hyderabad .Tender document for the subject work in 2 volumes are available at VSP's website www.vizagsteel.com
2. You are requested to submit your most competitive offer as per the BOQ, based on the Terms and conditions enclosed with the Tender.
3. Your offer shall be accompanied by a lumpsum amount of **Rs.37,500/- (Rupees Thirty Seven thousand five hundred only)** towards Earnest Money Deposit. Earnest Money Deposit shall be paid in the form of Account Payee Demand Draft/Bank Pay Order/Bankers Cheque obtained from any scheduled bank drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT, payable at Hyderabad. No other mode of EMD ,shall be accepted.
4. **MODE OF SUBMISSION OF TENDER:**

The tenderers shall submit the tender in two envelopes marked 1 and 2 both sealed and then put them in a master envelope marked number 3. All the 3 envelopes shall be marked and superscribed with the name of the tenderer

Envelope No 1 (Part –A) **(Shall be super-scribed as Technical bid with the name of the work, tender notice number)** shall contain the Cost of the Tender Document (in case the Tender is down loaded from the web site) ,Earnest Money Deposit (EMD) separately in the form of D.D/Pay order/Banker's Cheque, Invitation to tender and instruction to tenderers, Terms and conditions of the contract, proforma agreement, PF, ESI, GST certificates and other pre-qualification documents etc., along with photocopy of RC Books in support of ownership of cars in their own name, experience and other enclosures duly signed/ attested by Authorized Signatory with attested copies of authorization.

The Tenderer is also required to submit the Permanent Account Number(PAN) allotted by Income Tax Department while submitting the tender.

Envelope No 2(Part –B) (**Shall be super-scribed as Price bid with the name of the work, tender notice number**) shall contain the price bid(Schedule of rates) in the prescribed proforma duly filled in and signed by the tenderer with official seal.

Envelope No 3 shall contain both Envelope No-1 and 2 and following shall be superscribed on each of the envelope “ **Supply on hire of A/c Vehicles to RINL-VSP at Hyderabad.**” addressed to VSP Liaison office, Visakhapatnam Steel Plant, 10-3-311 A,NMDC Building, Masab Tank, Hyderabad-500028,superscribing the Name of the work, Tender Notice No. and Date, due date and time of submission of the tender. The tender is to be submitted before the specified time and date of submission of Tender.

5. Date,Time and place of Submission:
Tenders will be received in the liaison office ,Hyderabad at the above mentioned address upto 3.00 PM on 24.03.2018
6. The contract shall be for a period of **3(Three) years** to be reckoned from the date of starting of the contract. However the Company reserves the right to extend the contract for a further period of one year on the same rates, terms and conditions.
7. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.
8. The Tenderer is at liberty to be present or otherwise authorize a representative to be present at the time of opening of the above Envelopes.
9. The Tenderer is requested to quote his price strictly in the QUOTE SHEET enclosed along with the tender document.
10. The tender documents are not transferable without the written permission of the Employer.
11. This Tender is assigned Tender Notice No.VSP/LO/HYD/TAXI/01/17-18 Dt. 24.02.2018
12. VSP reserves the right to reject any or all the Tender quotations or accept any quotation wholly or in part at any time without assigning any reason thereof and without any liability to RINL.
13. Conditional tenders shall summarily be rejected.
14. In case of revoking or withdrawing/cancelling his tender, varying any term in regard thereof during the validity period/extended validity of the tender without the written consent of VSP, the tender submitted shall be liable for rejection and the tenderer shall forfeit the EMD paid by them.
15. Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended /postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).
16. Failure to execute the work after the LOA is given will make the party liable for debarring for a period of 2(two) years.

17. Tenderer shall furnish the details of contact person's name, Phone no.(direct) fax no, mobile no., and email (active), PAN No., for taking up the matters relating to technical & commercial aspect of the tender.

Thanking You,

Yours Faithfully,
For RINL/VISAKHAPATNAM STEEL PLANT

(Divya Reddy)
Assistant Manager (Liaison)

Encl: As above
(Volume I & II)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
HYDERABAD LIAISON OFFICE
APPLICATION FORM
(Technical Bid)---PART –A
(All entries compulsorily needs to be filled)

1. Name of the Applicant/Firm/Contractor
2. Office Address
3. PAN No.
4. GST Regn. No.(Copy of PAN No./GST Regn. No. to be attached)
5. Registered office
6. Address of Garage(Mention all addresses if more than one)
7. Distance from Garage to RINL office in kms
8. Phone No
9. Fax No
10. Name & Designation of Authorized Signatory
11. Name of Contact Person(s) with Designation(s) & Contact Nos
12. Details of Vehicles available (Please furnish in separate sheet in given format)

S. No	Make ,Model & Fuel used	Registration No	Year of registration	Name of the owner
1.				
2.				

For additional information for the cars owned by the agency a separate sheet may be attached along with the copies of the RC Books of the vehicles.

13. Please provide details of organizations for which you are providing car hire service(Please use separate sheet if required) enclosing certified copies of the work orders, experience certificate etc.,

S No.	Organization	Period of contract	Type & No. of cars provided	Contact person & Phone No.
1.				
2.				

14. Your Firm is a (Please tick any one category)

Type of Concern	Tick any
Registered Proprietary Concern	
Registered Partnership	
Private Limited Company	
Public Limited Company	

15. Turnover of the firm during the past 3 Financial years(Please enclose copies of the documents in support)

Year	Turnover in Rupees
2014-15	
2015-16	
2016-17	

16. Whether any of the following is/are dismissed Govt. Servant(s)/Employee(s) of Rashtriya Ispat Nigam Ltd., or has been blacklisted by any Govt. Agency/PSU. If Yes, attach details.

- a) The applicant
- b) Any of its Partners or Directors
- c) Any of its employees

17. Whether the applicant or any of the Proprietor , Partner, Director is working as contractor in Rashtriya Ispat Nigam Limited or any Govt. Dept./Public sector undertaking and has been

- a) Black listed
 - b) Removed from the approved list of contractors
 - c) Under orders for banning or suspending business with him/them
- If yes, give the details indicating the period

18. Details of Earnest money Deposit enclosed

Amount	DD/Bankers Cheque No	Date	Drawee Bank & Branch

19. Any other relevant information, Please mention:

.....
.....

I hereby declare that all the information submitted herein is true and no information has been concealed

Signature:

Date:

Name & Designation:

Seal of Tenderer:

INSTRUCTIONS TO THE TENDERER

1.
 - a) Tenders shall be submitted in the office of the Visakhapatnam Steel Plant, Liaison office- Hyderabad, Ground Floor, NMDC Building, Masab Tank, Hyderabad– 500 028
 - b) Tenders shall be submitted in the prescribed form issued by VSP. The Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
 - c) The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their **BOQ** accordingly.
 - d) Tender shall be for the entire scope of work mentioned in the tender documents.
 - e) Over writing is not permitted and corrections are to be essentially initialed.
 - f) The “**Total Amount quoted in figures and words shall be tallied**” before submission of the tender and all mistakes corrected and initialed. Quotation shall preferably be type written or written in neat and legible handwriting. All the pages of tender documents shall be signed by the tenderer.
 - g) **Respective Tenderers participating in the tenders due for opening on the scheduled day, can witness the opening of tenders/Technical bid on production of valid identity card, or alternately, shall give a duly signed authorization to their designated representatives who are nominated if they wish to witness the tender / Technical bid opening.**
 - h) If by any reason the tender opening is postponed to any other date, the details will be displayed in the notice board of VSP office- Hyderabad. Tenderers shall see the notice board regularly and keep themselves informed in this matter.
 - i) Before quoting, the tenderer shall necessarily contact the “VSP Representative” and fully understand the job, scope of work , working conditions, risk contingencies and such other factors which may affect their tender.-
 - j) Tenders shall be kept open for acceptance for a period 4(Four) MONTHS from the date of opening of tender i.e., Envelope-1.
 - k) 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 VSP, Hyderabad. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
2. The company requires A/c make cars, of models of year 2015 or later. Indigo, Ford Fiesta, Accent, skoda, Corolla, Innova etc., in excellent running condition having valid documents.
3. Any incidental expenditure like driver Bhatta etc., other than provided for in the tender documents will not be paid separately and should be included in the final rates quoted in the tender.
4. Incomplete quotation in any form, while quoting the rates will not be considered and is liable for rejection/Disqualification.
5. Clauses mentioned in General Terms and conditions for hiring of Taxis shall also form part of the contract.
6. Rates must be firm throughout the period of contract except for escalation in fuel rates, as provided for at **CL.65** of General terms and conditions for hiring of taxis.

7. For the purpose of evaluating ,L-1 agency ,the total of the rates quotes against Sl.no (i) to (iii) will only be taken into consideration. However, the tenderers are required to quote for items (iv) & (v) also i.e., rate for additional KMS and rate for additional hours in each category
 - i. The Tender shall be evaluated based on the total of amounts quoted for “per trip” items at Col. ‘F’ (Quoted rate * approximate usage) for S.No. (i) to (iii) of all categories of the Quote Sheet put together. In case of discrepancy between quoted rate and corresponding amount, the quoted rates shall prevail and the amounts shall be considered accordingly.
 - ii. Tenderer shall also quote rates for categories/ items for S.No. (iv) & (v) i.e., Additional KMS and Additional HRS of the Quote Sheet. However, these rates shall not be considered for tender evaluation.
8. The quoted rates shall be exclusive of GST which shall be paid extra subject to the compliance of relevant clauses of the tender prevailing on the date of Tender opening.
9. Tenderers shall have to submit Earnest Money Deposit(EMD) of Rs.37,500/- (Rupees Thirty Seven Thousand Five hundred rupees only) by way of Demand Draft/Bankers Cheque only drawn on any scheduled commercial Bank in favour of “RASHTRIYA ISPAT NIGAM LIMITED (Your Name) payable at Hyderabad. Quotations without EMD of Rs.37,500/- shall not be considered in any circumstances. EMD Shall be refunded to unsuccessful tenderers after finalization of contract. No interest shall be payable on EMD.
 The EMD of successful tenderers will be retained and converted into security deposit(SD). The difference between security deposit and EMD shall be deposited in the manner mentioned in the work order/letter of intent. No interest shall be payable on the security deposit.
10. The tenderers must specify number of cars registered in their name , the model and the year of manufacture so that proper assessment of the capability of the Tenderer can be made. Copies of RC Books/Insurance certificates etc., are to be submitted along with the tender documents.
11. The Tenderers are requested to quote the lowest acceptable rate in the price bid enclosed herewith
12. **EARNEST MONEY DEPOSIT**
 - a) Earnest Money Deposit shall be in the form of Demand Draft / Pay Order / Banker’s Cheque obtained from any Nationalized or scheduled commercial bank in India, drawn in favour of Rashtriya Ispat Nigam Ltd., (Your Name), payable at Hyderabad and shall be valid for a minimum period of one month from the Envelope-1 (Pre-qualification documents) opening date. No other mode of payment will be accepted.
 - b) Public Sector Enterprises of State / Central Government Undertakings are exempted from submission of Earnest Money Deposit (EMD) provided they submit a letter requesting for exemption from submission of EMD along with their offer.
 - c) Micro & Small Enterprises (MSEs) listed with National Small Industries Corporation Limited (NSIC) only 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 the following documents along with their tender:
 - (i) Proof of enlistment with NSIC and with particulars of relevant trade/item.
 - (ii) Registration details of the particular trade/item for which this tender is relevant, by way of submission of “Acknowledgement of Entrepreneur Memorandum (EM) Part-II” from the Industries Department, along with their tender. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant would not be eligible for exemption. SSI REGISTRATION CERTIFICATE IS NOT VALID AND NO CONCESSION OR BENEFITS SHALL BE EXTENDED IF EM PART-II IS NOT SUBMITTED, and

- (iii) As regards Security Deposit (SD) exemption, the Micro & Small Enterprises (MSEs) shall however be required to submit a “PERFORMANCE GUARANTEE BOND” in the prescribed proforma, equivalent to the value of Security Deposit. It may be noted that waiver of Security Deposit (SD) is permitted only up to the monetary limit for which the unit is registered.
- d) EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.
- e) Corrections / amendments / replacement to / of the deficient documents / financial instruments for EMD shall not be sought from the tenderers in the following cases where:
- i) There is evidence of Tampering / Unauthorized correction.
 - ii) The value of financial instrument (s) / document (s) is falling short of the value stipulated in the NIT.
 - iv) Discrepancy exists in the name of Payee / Beneficiary.
- and such tenders shall be rejected.

13. Mode of submission of Tender

The tenderers shall submit the tender in two envelopes marked 1 and 2 both sealed and then put them in a master envelope marked number 3. All the 3 envelopes shall be marked and superscribed with the name of the tenderer

Envelope No 1(Part –A) should contain the Cost of the Tender Document (in case the Tender is down loaded from the web site) ,Earnest Money Deposit (EMD) separately in the form of D.D/Pay order/Banker’s Cheque, Invitation to tender and instruction to tenderers, Terms and conditions of the contract, proforma agreement, PF, ESI, GST certificates and other pre-qualification documents etc., along with photocopy of RC Books in support of ownership of cars in their own name, experience and other enclosures duly signed/ attested by Authorized Signatory with attested copies of authorization.

Envelope No 2(Part –B) shall contain the price bid(Schedule of rates) in the prescribed proforma duly filled in and signed by the tenderer with official seal.

Envelope No 3 shall contain both Envelope No-1 and 2 and following shall be superscribed on each of the envelope “ **Supply on hire of A/c Vehicles to RINL-VSP at Hyderabad.**”

14. The Tender shall be dropped in the Tender box in our office by 3.00PM on 24.03.2018 The envelope containing Technical Bid (Part-A) along with EMD shall be opened at 3.30 PM on 24.03.2018 in the presence of the tenderers who wish to be present at the time of opening.
15. Proprietor /Partner/ Director/Company Secretary should sign in all the pages of the two parts and also on the documents attached.
16. The Tender shall remain valid for acceptance for a period of 120 days from the date of submission of tenders.
17. Tenders not submitted as above or incomplete tenders will be rejected. “RASHTRIYA ISPAT NIGAM LIMITED ‘ reserves the right to reject any tender without assigning any reason.
18. The turnover of the Tenderers /Agency for the last 3 financial years should be mentioned.

SCOPE OF WORK

The job is for supply on hire of A/C vehicles registered as Taxis of models of year 2015 or later. Indigo, Ford Fiesta, Accent, Logan, skoda, Corolla, Innova etc., in excellent running condition having valid documents to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, for a period of 3(Three) years. The successful agencies have to provide taxi services to Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant for use within Hyderabad City limits as well as for outstation journeys as per the agreed rates, terms and conditions.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A GOVT OF INDIA ENTERPRISE)
Khanij Bhavan, Masab Tank,
NMDC Building, Hyderabad-500 028**

**Tender No. VSP/LO/HYD/TAXI/01/2017-18 Dtd 24.02.2018
GENERAL TERMS AND CONDITIONS FOR HIRING OF TAXIES**

1. DEFINITIONS:

- (i) The “ Company “shall mean “RASHTRIYA ISPAT NIGAM LIMITED” with its registered office at Visakhapatnam.
- (ii) “Contractor” or “Agency” shall mean the tenderer who has been accepted by the company and shall include the contractor’s heirs, executors, administrators, legal representatives, successors and assignees approved by the company
- (iii) “Contract” shall mean and include the offer and acceptance of terms and conditions for providing cars on hire, by way of exchange of letters of acceptance and offer enclosing the terms and conditions of the contract duly signed on each page by the contractor/Agency as a token of acceptance. It shall include agreement between the company and the contractor/Agency duly signed by the parties, thereto for execution of the contract, together with all documents annexed/attached therewith or referred to.
- (iv) “Authorized person” of the company shall mean the company guests/ officials as informed by liaison office, Hyderabad.

- 2. **PERIOD OF CONTRACT:** The contract shall be for a period of **3(Three) years** to be reckoned from the date of starting of the contract. However the Company reserves the right to extend the contract for a further period of one year on the same rates, terms and conditions.
- 3. The offer shall be valid for a period of **Four months(120 days)** from the date of opening of Tender.
- 4. The offer should be sent in a sealed cover addressed to the VSP Liaison office-Hyderabad, Visakhapatnam Steel Plant,” Khanij Bhavan” Ground floor, Masab Tank, Hyderabad-500 028 superscribed “**Supply on hire of A/c Vehicles to RINL-VSP Hyderabad**” on the top of the cover/envelope so as to reach him not later than **3.00 PM on 24.03.2018** The Tenders will be opened immediately thereafter.
- 5. **Earnest Money Deposit(EMD):** The offer shall be accompanied by Earnest Money Deposit for **Rs 37,500/-(Rupees Thirty Seven Thousand Five Hundred only)** by a crossed A/c Payee Demand Draft /Bank Pay Order/Banker’s Cheque obtained from any Scheduled Bank, drawn in favor of RASHTRIYA ISPAT NIGAM LIMITED,(Your name) payable at Hyderabad. The EMD will be refunded to the unsuccessful tenderers after finalization of the contract. The EMDs shall not carry any interest. However the EMD shall be converted as part of security Deposit for the successful tenderer and shall be refunded after the contract period is over and after necessary deductions of dues to VSP, if any.

6. **SECURITY DEPOSIT (SD):** Security Deposit for the work shall be Rs.72,000/- i.e., 2% of contract value. Earnest Money Deposited by the successful tenderer shall be adjusted against SD, and the difference between SD and EMD shall be deposited in the manner mentioned in the work order/letter of intent. No interest shall be payable on the security deposit.
7. **DEFAULT BY TENDERERS:** The successful tenderer may be debarred at the discretion of the company, from issue of LOI/ work orders etc., for a specified period to be decided by the employer in case of :
“Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOI during the validity of tender” will make the party liable for debarring for **a period of 2 (TWO) YEARS.**
8. The Agency must have a minimum of 05 (Five) cars of any make, manufactured in 2015 or later, in its name at the time of submission of the tender. Proof of ownership issued by concerned state transport authority has to be submitted along with the tender.
9. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of Experience/Qualification any other documents etc., after opening of the Price Bids. Failure to produce the original certificates at this stage would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.
10. 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 02 (TWO) YEARS including termination of Contract, if awarded. EMD / Security Deposit etc., if any, will be forfeited. The Agency in such cases shall make good to VSP any loss or damage resulting from such termination.
11. In case the Tenderers revoke/withdraw/cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant (VSP) or in the event of VSP accepting their tender and fail to deposit the required security money, execute the Agreement and fail to start the work within reasonable time as mentioned in work order after written acceptance of their tender – EMD submitted by them will be forfeited by VSP.
12. The tenderers shall note that in case of quoting above the Estimated Value of V.S.P. the L-1 party shall furnish logical / satisfactory explanation which V.S.P. may seek if felt necessary for quoting such high rates. If the explanation offered by the L-1 party is not acceptable to V.S.P., the L-1 party may be recommended for disqualification while retendering the work.
13. The successful tenderer should run the taxies with effect from the date as will be indicated in the letter of intent
14. All the taxies should be registered as Tourist cabs and Tenderer should show the permits,if called for. The Taxies offered should be in good running condition.

15. The taxis offered shall be of models of year 2015 or later. Ford Figo ,Indigo, Ford Fiesta, Accent, Logan, skoda, Corolla, Innova etc., in excellent running condition with seats of good upholstery and must be provided with white seat covers.
16. The Agency should submit ownership of atleast 05 cars of the required models with a view to ensure that the agency is already in the business of supply of cars and will be in a position to start the operations of contract without any delay and registration numbers of such vehicles, which will be deployed for Visakhapatnam Steel Plant, shall be indicated in the tender documents for information.
17. The Agency should have the proper infrastructure and confirm to ISO standards of safety and quality required.
18. As the vehicles taken on hire are for the use of the chairman, Directors, senior Executives and VIP Guests of the company, the standard and quality of services should be of highest importance and quality
19. The vehicles shall be maintained in good condition and in the event of break down of any vehicle the same shall be replaced immediately with a vehicle of prescribed standard within one hour.
20. The drivers required for running the taxis efficiently, are to be employed by the agency himself and the company has nothing to do with their employment and their service conditions. The operating staff/drivers should have valid driving license at the time of engagement and they should be in strict compliance with other relevant rules and regulations as per the orders of Telangana State Transport Authority. This will be entirely the responsibility of the Agency.
21. The Taxis should be free from any sort of mechanical/electrical trouble and will be subject to inspection by the representative of the company. The decision of the companies representative as regards to the suitability of a particular taxi offered by the Agency for hire shall be final.
22. The Agency shall run the vehicles as per the timings stipulated by the company and shall see that there is no delay in the arrival of the Taxis.
23. The Agency shall ensure that the staff employed by him will conduct themselves in a polite manner and also be courteous to the officials /guests of the company.
24. The rates agreed to by the agency for running vehicles shall be firm throughout the period of contract, except, when there is an escalation in fuel rates, as indicated at clause no. 65 of the General conditions.
25. The Agency shall execute the agreement on a non-judicial stamp paper of requisite value with the company for supplying the vehicles for a period of 3(Three) years. **Proforma of the agreement to be entered into, is enclosed.**

26. The taxies which are to be deployed for the company should be allowed to be inspected by a competent Authority from the company, if required, before finalizing the contract.
27. The luggage of the guests/officers of the company, as can be accommodated will be carried without any extra costs.
28. The Agency should deploy taxies as per the instructions of the authorized representative of VSP, Liaison Office-Hyderabad and should not take into cognizance any communication, instructions etc., given by any other person of VSP as far as deployment of vehicles is concerned.
29. The Agency should supply taxies either on oral or on written intimation or email from the company. If the Agency fails to supply the cars according to the requirements of the company, the company may impose a penalty of Rs.500/- per day of failure in each such case.
30. The Agency shall run the vehicle as per the timings stipulated by the authorized representative of VSP Liaison office-Hyderabad/user. The timing stipulated may be changed depending upon the convenience of the user and the same shall be intimated to the Agency in advance. If the Agency, for any reason whatsoever, fails to adhere to the stipulated timings as intimated by the company's representatives, it will ordinarily be treated as the failure of the Agency to supply the taxies. However, the company reserves the right to accept the taxi even if it has reported late, at its own discretion. In such a case, the company may impose a penalty of Rs.100/- per hour of delay on the Agency in each such case.
31. The agency shall be in a position to supply vehicles for short term requirements at one hour notice (either through work order or through telephonic request from the VSP's authorized representative) and also communicate the details of the vehicle(s) including the driver(s) mobile number(s) by SMS to the authorized representative of VSP Liaison office at Hyderabad well in advance.
32. In case of failure of the agency to supply the vehicle of the prescribed standard, the company reserves the right to make alternative arrangements by hiring the vehicle from any outside party / parties at the risk & cost of the agency.. Any additional expenditure incurred on account of such arrangement will be recovered from the running account bills of the agency. Besides, a penalty of RS. 500/- (Rupees Five hundred) per day of failure to supply each vehicle will be imposed on the agency which will be recovered from the running account bills.
33. If the Agency fails to comply with any conditions of the Contact other than those for which penalties are clearly specified, the Principal shall impose a fine of RS.800/- (Rupees Eight hundred only) on each occasion and the decision of the Principal in this regard shall be final and binding.
34. If the Contractor shall fail to do any such work as aforesaid required by the company, the employer shall be entitled to carry out such work by his own workmen or by other agencies and if such work which the contractor should have carried out at the contractor's own cost, the employer shall be entitled to recover from the agency the cost thereof, may deduct the same from any other money's

due to the contractor under this contract or any other contract between the Contractor and the employer or Employer's subsidiary units/companies.

35. If any of the terms and conditions provided herein or any direction issued is not complied with or agency is found to have committed any breach thereof ,RINL reserves the right to terminate the contract without assigning any reason by giving prior written notice of 7 days by VSP. In such cases security deposit shall be forfeited and decision of RINL in this regard shall be final. In case of any non-performance/failure to perform any contractual clause/Contractual obligation under the tender by the Agency, 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 three months notice.
36. Termination of contract by the Employer: If the contractor /Agency shall become bankrupt or have a receiver's order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his or (being a corporation) shall go into liquidation(other than a voluntary liquidation for the purpose of amalgamation) or if the contractor shall assign the contract without the consent in writing of the employer first obtained or shall have an execution levied on his goods or the company shall in his opinion certify that the agency:
- Has abandoned the contract or
 - Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 14days in a month at a stretch or intermittently after receiving from the company written notice to proceed or ,
 - Has failed to execute the work according to the programme agreed upon or,
 - Has failed to proceed with the works with the due diligence or
 - Is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or
 - Has to the detriment of good workmanship or in defiance of the company's instructions to the contrary sublet any part of the contract.

Then the employer may after giving 7 days notice in writing to the agency , and the works and expel the contractor there from without avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the employer or the company by the contract and make himself complete the works or may employ any other contractor to complete the works.

37. The Agency shall employ the required number of drivers who are Physically and Medically fit for running the vehicles efficiently and the principal has nothing to do with their employment and service condition. It shall be the responsibility of the agency to provide for their minimum wages, allowances, working conditions, accident benefits etc . The principal shall not in any way be responsible for any of the terms of the employment, payment of minimum wages etc. or other matters arising between the Agency and their staff.

The Agency shall be solely responsible for fulfilling statutory obligations under various enactment's including P.F. & ESI Contributions in respect of its staff, obligation under contract labour (Regulation & Abolition) Act, 1970 and the Rules made there under, Payment of Wages Act, 1936. Employees Provident Fund and Miscellaneous Provision Act, 1971, Minimum Wages act, MV Act, ESI Act, etc.

38. Company reserves the right to avail the services of more than one Agency.
39. The Agency shall maintain an office duly manned with adequate staff with telephone facilities round the clock which are always attended.

40. The Agency shall put into service only cars in good condition and should not be more than three years old ,comprehensively insured(with insurance of passengers) with nice interior, noiseless drive and in perfect running condition .The authorized representative of the company can reject use of any car if it fails to satisfy any of the above conditions.
41. All the cars must carry first aid box , tissue paper , toolbox and one umbrella.
42. The Agency shall ensure that the 'C'-book / Registration book is available with the respective vehicle. The driver on duty shall keep all relevant documents with the car. He should also have knowledge of car mechanism so as to rectify minor faults occurring during running of car. He shall always remain with the vehicle during the time of duty and in case of any urgency he should seek permission of the user before leaving the vehicle. Drivers are to be provided with mobile communication facility(Two Numbers, if possible)
43. The driver shall note the opening meter reading of the car on duty slip both in words and figures. The driver shall inform and show opening as well as the closing meter reading and get it countersigned with the user.
44. Bills having over-writing and cuttings shall be rejected at the sole discretion of the company.
45. All payments to the agency towards hire charges shall be made by electronic fund transfer/ Direct Transfer subject to the following conditions:
- i. The agency can claim the payment with respect to the cars supplied on regular basis once in every month.
 - ii. In case of the vehicles booked on temporary basis the agency can claim the bill once in every 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.
46. No payment shall be made against bills pertaining to those travels, where any complaint with regard to the quality of the car or misbehavior of the driver is received from the user. In this regard, the decision of the company shall be final.

47. Clauses pertaining to GST:

Clauses pertaining to GST	
S. No.	
1	Tenderers shall submit Goods and Services Tax (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 with the tender.
2	Total amount quoted shall be inclusive of all taxes, levies, duties, royalties, overheads etc. but excluding GST prevailing as on the date of submission of bids.
3	Supplier of the services/Goods shall comply with the CST provision as prescribed. In case of failure to comply with the CST provision by the supplier there by RINL could not obtain GST-ITC or ITC is reversed with interest at a later date the equivalent amount of ITC lost including interest paid, if any, to GST authorities shall be recovered from the immediate payment due to the supplier of services/ Goods
4	The prices are exclusive of GST. RINL — VSP will pay GST as applicable on submission of Tax Invoices in accordance with Rule 46 of GST Rule, 2017. The Contractor will be paid GST by RINL- VSP along with monthly RA bills. The contractor will, in turn, submit the documentary evidence in support of payment of GST of each month along with subsequent month RA Bills. The supplier / Contractor shall upload the details of invoices issued by them in the monthly return (GSTR-1) of the month in which Tax invoices are raised to enable RINL to claim ITC under GST. Otherwise, payment of GST will not be made.
5	CLAUSES CONCERNING ITC AGAINST GST (If applicable): The successful tenderer shall take necessary steps to comply with the rules and provisions of GST law facilitating VSP to avail ITC.
6	I. 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. Evaluation Criteria: 1. In case of supply of goods or services on which RINL/VSP is eligible to avail GST-ITC, 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.

48. GST shall be paid as applicable provided the bills are serially numbered and contain the following:
- i) Name & Address of the Agency, GST registration number and jurisdictional Range
 - ii) The Name ,Address and GST registration number of the person receiving the service i.e., the company
 - iii) Description, classification and value of the taxable service.
 - iv) The GST payable

Note :GST will be paid at actuals subject to compliances.

49. During the operation of the contract if any new taxes are imposed in place of GST 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.
50. Penalty levied by any government department/statutory body for violation of any norm or regulation shall be sole responsibility of the agency/contractor. RINL in no way will be responsible for such payments.
51. The penalty amount shall be recoverable from any bill and / or EMD / Security Deposit of the agency without any further reference to him.
52. Compliance of all statutory obligations shall be ensured by the agency. The agency shall indemnify RINL against any liability falling on RINL due to non-compliance of statutory obligations by the agency or any of its agents/servants/drivers or for any reason whatsoever.
53. During the course of hiring of cars the agency is entirely responsible for all losses , damages and injuries etc., caused to company or to any other agencies men, material , equipment's and properties or any others.
54. In case of any breakdown of car during the time of duty , the agency shall make arrangements for another car and no mileage from the garage to the point of breakdown shall be paid. Alternatively, the user of the car shall hire another car and the amount incurred shall be deducted from the bills of the Agency.
55. The vehicle shall be directed to report to the authorized person at the requisitioned time and place as per the company's direction. The trip sheet/duty slip provided by the Agency shall have provision for recording the meter reading and the time pertaining to reporting and release of the vehicle by the authorized person. Payment will be made taking into account the meter reading and the time of reporting and release of the vehicle as certified by the authorized person.
“Hours/ Kilometers run will be counted from the time/Place of reporting of the Vehicle to the time/Place of release of the vehicle”.
56. The Agency shall ensure that it will adhere to the speed limits prescribed under relevant schedule of the Motor Vehicle Act or prescribed by the conditions of permit or as are in force from time to time within and beyond Hyderabad limits.
57. The Agency should ensure that the vehicle / vehicles run in accordance with the conditions of permit granted by the Transport authority and conform to the statutory requirements of the Motor Vehicle Act and the rules framed there under. In case the vehicle is detained by the authorities of RTA / traffic Police for violation of any rules and if such period of detention exceeds more than half an hour causing inconvenience to the staff/officer/guests of the principal, the payment for the

total period of engagement for the day will be deducted and the principal may at its discretion impose a fine of RS.100/- (Rupees One hundred) for each such occasion

58. The Agency shall ensure that the vehicles to be run shall be duly covered by insurance as required under law.
59. The initial work order being placed on the agency for supply of vehicles on hire on regular need basis will be based on the requirement at that point of time which may subsequently increase/decrease as per the decisions of the Company. The Agency shall be in a position to supply additional vehicle of the prescribed model and standards (*as per the make offered by the agency which is indicated in the LOA*) for regular requirements to the company on prior notice of one week.
60. The company reserves the right to carry luggage without any extra cost.

61. Force Majeure:

- i) If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Events duly certified by Indian Chamber of Commerce in case Events occur in India or International Chamber of Commerce, Paris, France in case Events occur outside India is given by either party to the other within twenty-one (21) days from the date of occurrence thereof, VSP shall have the right by reason of such Events to terminate the Contract without however, affecting the right to any claim for damages on the Service provider /successful bidder in respect of such non/performance or delay in performance. However, in the event of VSP having agreed, the operations under the Contract shall be resumed after such Events have come to an end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least six (6) months and VSP not having terminated the Contract by that time, the two parties should consult each other regarding the further implementation of the Contract. If no mutually satisfactory arrangement is arrived at within a period of three (3) months from the expiry of six (6) months referred to above, the Contract shall be deemed to have expired at the end of the three (3) months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach agreement regarding the winding up and financial settlement of the Contract.
- ii) The above mentioned force majeure Events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangements etc.
- iii) The above mentioned force majeure Events shall not also include similar events happening in the works of the sub-Service providers / suppliers etc., of the Service provider /successful bidder.

62. Settlement of Disputes:

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 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, Andhra Pradesh, India.

63. The Agency shall sign on all pages of the Terms & conditions and the proposed agreement in token of his acceptance of the same. Signature of Agency on price quotation at page alone also shall be deemed to be in acceptance of all Terms and Condition of the tender.

64. In addition to the condition stipulated in the “ Proforma Agreement”: General Terms and conditions”, “Invitation to Tenderer ”,”Instructions to Tenderer” any correspondence as specified in the agreement also shall form part of the agreement to be concluded. Till such time the agreement is signed, all these documents will form the contract between the parties.

65. Any variation in HSD rates per liter will be to the account of the company and the variation shall be calculated as per the formula given below. The base rate per liter of HSD oil shall be the rate prevailing on the date of opening of the tender.

Amount of escalation/reduction in a month= $R1 - R0 * km/15$

Where,

R1= Rate per liter of HSD oil/Diesel at Hyderabad on first of the billing month

R0= Rate per liter of HSD oil at Hyderabad on the date of tender opening.

KM= No. of Kms. Run during the month.

No variation other than variation in HSD oil/Diesel rates would be applicable.

66. Toll gate taxes/parking charges and in case of outstation journey the permit charges etc., whenever incurred by the agency will be reimbursed to the Agency on submission of proof of payment.

67. Vehicles for outstation journeys will be requisitioned from Hyderabad only.

68. In case of out station journeys, if the vehicle has to be retained during the night hours, night halt charges at the rate of RS.100/- (Rupees One hundred) per night will be paid to the Agency. If the vehicle is retained at the out station after the initial day, day halt charges at the rate of RS. 500/- (Rupees Five hundred) per day will be paid to the agency along with the charges for the actual run in terms of kilometers on that particular day.

69. 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 Agency)

Name:

Desgn:

CERTIFICATE

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank :

70. Agency has to submit their bank account details in VSP format duly certified by Concerned Bank Manager for the purpose of making electronic payment, failing which the bill will not be processed.

(.....)
VSP Liaison office-Hyderabad

QUOTE SHEET(BOQ)

NAME OF WORK: FIXING OF RATE CONTRACT FOR SUPPLY OF HIRED VEHICLES ON AS WHEN REQUIRED BASIS

TO VISAKHAPATNAM STEEL PLANT, LIAISON OFFICE, FOR A PERIOD OF 3(THREE) YEARS(2018 to 2021)

S.NO	Vehicle Description	Unit	Rate	Approximate	TOTAL	REMARKS
	(Any Similar category A/c vehicles)		Per Unit Rs	Usage	(D*E)	
A	B	C	D	E	F	G
1	<u>MARUTI ESTEEM/INDIGO</u>					
i.	UPTO 2 HRS 25KMS	Per trip		1		
ii.	4HRS 40KMS	Per trip		5		
iii.	8HRS 80KMS	Per trip		12		
iv.	Rate for additional Kilometer	Per KM				
V.	Rate for additional Hour	Per Hour				
2	<u>FORD FIESTA/ACCENT/LOGAN/VERNA</u>					
i.	UPTO 2 HRS 25KMS	Per trip		80		
ii.	4HRS 40KMS	Per trip		90		
iii.	8HRS 80KMS	Per trip		166		
iv.	Rate for additional Kilometer	Per KM				
V.	Rate for additional Hour	Per Hour				
3	<u>SKODA/COROLLA</u>					
i.	UPTO 2 HRS 25KMS	Per trip		25		
ii.	4HRS 40KMS	Per trip		36		
iii.	8HRS 80KMS	Per trip		108		
iv.	Rate for additional Kilometer	Per KM				
V.	Rate for additional Hour	Per Hour				
4	<u>INNOVA AC</u>					
i.	UPTO 2 HRS 25KMS	Per trip		12		
ii.	4HRS 40KMS	Per trip		63		
iii.	8HRS 80KMS	Per trip		373		
iv.	Rate for additional Kilometer	Per KM				
V.	Rate for additional Hour	Per Hour				
TOTAL						

Date:			Signature & Stamp of Tenderer
1	For the purpose of evaluation of the total tender, rate quoted for items (i),(ii),(iii) for each category will be taken into consideration. However, the tenderers are required to quote for items (iv) and(v) also i.e., rate for additional KMs and rate for additional hour in each category.		
2	The Tender shall be evaluated based on the total of amounts quoted for “per trip” items at Col. ‘F’ (Quoted rate* Approximate usage) for S.No. (i) to (iii) of all categories put together of the Quote Sheet. In case of discrepancy between quoted rate and corresponding amount, the quoted rates shall prevail and the amounts shall be considered accordingly		
3	Tenderer shall also quote rates for categories/ items for Sl .No. (iv) & (v) i.e., Additional Kms and Additional Hrs of the Quote Sheet. However, these rates shall not be considered for tender evaluation		
4	The quoted rates shall be exclusive of GST which shall be paid extra subject to the compliance of relevant clauses of the tender.		

PROFORMA AGREEMENT

This agreement for hiring of cars is entered into on this day _____ of month of year 2018 between RASHTRIYA ISPAT NIGAM LIMITED ,VISAKHAPATNAM STEEL PLANT, 6TH Floor, Khanij Bhavan, Masab Tank, Hyderabad-500 028; hereinafter called the “company” which expression shall unless repugnant to the context include its Administrators, Assignees, Representatives, Successors etc., of the one part and M/s. _____ hereinafter called the “Agency”, which expression shall, include their Partners, Heirs, WHEREAS the parties have agreed to the terms and conditions and stipulations hereinafter mentioned, this agreement witnesseth as follows:

1. The Agency agrees to provide different makes of cars, in good running condition, having valid fitness certificates and insurance coverage, and which are free from any mechanical/electrical defects and of model of year 2015 or later.
2. The Agency agrees to provide the vehicles in good running condition. In the event of any break-down, the Agency shall replace the vehicles within one hour, by another road-worthy vehicle. The decision of the representative of the company, regarding the condition of the vehicle will be final.
3. The Agency should supply taxis either on oral or on written intimation or email from the company. If the Agency fails to supply the cars according to the requirements of the company, the company may impose a penalty of Rs.500/- per day of failure in each such case.
4. The Agency shall run the vehicles as per the timings stipulated by the company and should ensure reaching or leaving the reporting point/destination in time. The Agency shall intimate the telephone number where he or his representatives will be available for contacting, as and when required. If the Agency, for any reason, fails to adhere to the stipulated timings as intimated by the company’s representative, it will ordinarily be treated as failure of the Agency to supply the vehicle. However, the company reserves the right to accept the vehicle even when it has reported late, at the company’s own discretion. In such a case, the company may impose a penalty of Rs.100/- per hour of delay on the agency in each such case.
5. The Agency agrees to supply cars at one hour notice and even on a telephonic intimation/email by the authorized representative of the company. In case of failure of the agency to supply the vehicle of the prescribed standard, the company reserves the right to make alternative arrangements by hiring the vehicle from any outside party / parties at the risk & cost of the agency. Any additional expenditure incurred on account of such arrangement will be recovered from the running account bills of the agency. Besides, a penalty of RS. 500/- (Rupees Five hundred) per day of failure to supply each vehicle will be imposed on the agency which will be recovered from the running account bills or any other amount of the agency available with the company.
6. If the Agency fails to comply with any conditions of the Contact other than those for which penalties are clearly specified, the Principal shall impose a fine of RS.800/- (Rupees Eight hundred only) on each occasion and the decision of the Principal in this regard shall be final and binding.

7. If the Contractor shall fail to do any such work as aforesaid required by the company, the employer shall be entitled to carry out such work by his own workmen or by other agencies and if such work which the contractor should have carried out at the contractor's own cost, the employer shall be entitled to recover from the agency the cost thereof, may deduct the same from any other money's due to the contractor under this contract or any other contract between the Contractor and the employer or Employer's subsidiary units/companies.
8. If any of the terms and conditions provided herein or any direction issued is not complied with or agency is found to have committed any breach thereof ,RINL reserves the right to terminate the contract without assigning any reason by giving prior written notice of 7 days by VSP. In such cases security deposit shall be forfeited and decision of RINL in this regard shall be final. In case of any non-performance/failure to perform any contractual clause/Contractual obligation under the tender by the Agency, 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 three months notice.
9. Termination of contract by the Employer: If the contractor /Agency shall become bankrupt or have a receiver's order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his or (being a corporation) shall go into liquidation(other than a voluntary liquidation for the purpose of amalgamation) or if the contractor shall assign the contract without the consent in writing of the employer first obtained or shall have an execution levied on his goods or the company shall in his opinion certify that the agency:
 - g. Has abandoned the contract or
 - h. Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 14days in a month at a stretch or intermittently after receiving from the company written notice to proceed or ,
 - i. Has failed to execute the work according to the programme agreed upon or,
 - j. Has failed to proceed with the works with the due diligence or
 - k. Is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or
 - l. Has to the detriment of good workmanship or in defiance of the company's instructions to the contrary sublet any part of the contract.

Then the employer may after giving 7 days notice in writing to the agency , and the works and expel the contractor there from without avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the employer or the company by the contract and make himself complete the works or may employ any other contractor to complete the works.

10. If the Agency fails to comply with the conditions stipulated in the agreement ,unless otherwise provided for in this agreement, the company may impose a fine upto Rs.500/- on each occasion and the decision of the representative of the company in this regard shall be final and binding. If the Agency fails regularly and resorts to paying fine, instead of improving the quality of his service, the company shall have the rights to terminate the contract through a notice of one month's time. The company will have the right to recover such charges as deemed fit from the Agency and the decision of the company will be final.
11. The Agency shall comply with all statutory provisions relating to hiring of taxis and the company in no way be responsible for the same. Any fine/penalty imposed by any statutory authority on the agency/workers, will have to be paid by the agency only.

12. The drivers engaged by the Agency, should have valid a valid driving license for atleast three years and must conform to all statutory regulations relating to driving light commercial vehicles. The drivers should also have knowledge of car mechanism so as to rectify minor faults occurring during running of car.
13. The Agency should ensure that the vehicles are run, in accordance with the conditions of permit granted by the Transport Authority and also conforming to the statutory requirements of the Motor Vehicles Act and the rules framed there under.
14. The Agency also agrees that, the drivers engaged by him, will adhere to the speed limits prescribed under schedule 8 of the Motor Vehicle Act and/or prescribed by the conditions of permit as are in force, from time to time, within and beyond the municipal and/or corporation limits.
15. The drivers of the Agency, shall be attired properly and neatly, and shall behave in an orderly and polite manner with the staff, Officers and Guests of the company.
16. The Agency agrees that, the vehicles given on hire will conform to all the statutory obligations as may be prevalent. In case, the car is detained by the RTO Authorities or Traffic police, for violation of any rules, and if such period of detention exceeds more than half an hour, causing inconvenience to the staff/Officers/Guests of the company, the payment for the total period of engagement for that day will be deducted and in addition, the company may, at its discretion, impose a fine of Rs.100/- and shall recover the same from the amount due to the Agency against his bills.
17. The Agency should bear all the costs, i.e. cost of the fuel, running expenditure, costs of lubricants, spare parts and all other incidental expenses required for running the taxis as well as for the upkeep and maintenance of the taxis
18. Any variation in HSD rates per litre will be to the account of the company, and the variation shall be calculated as per the formula given below. The base rate per litre of HSD oil, shall be the rate prevailing on the date of opening of the tender i.e, Amount of escalation/reduction in a month= $(R1-R0) * KM/15$ where
 $R1$ = Rate per liter of HSD oil/Diesel at Hyderabad on first of the billing month
 $R0$ = Rate per liter of HSD oil at Hyderabad on the date of tender opening.
 KM =No. of Kms. Run during the month.
 No variation other than variation in HSD oil/Diesel rates would be applicable.
 In case of any escalation/de-escalation of HSD oil/Diesel from the existing rate on which the agreement was entered into, then the Agency may add/deduct the relevant amount on the bill itself before submitting the bill.
19. Company shall not entertain any claims by the Agency beyond the terms and conditions of this agreement as compensation towards any taxes/levies/duties against which the Agency may incur expenditure, which may come into force due to the decisions of State/Central Governments or municipality/Corporation or any other local bodies in future.
20. The Agency should have the “C” books/Registration books with him, and make available and produce for inspection by the officers of the company, whenever required to do so. The drivers deputed by the Agency, should have valid driving licenses, and they should keep them in their possession, always

while on duty, and should willingly submit for inspection before the Authorized officers/representatives of the company whenever asked to do so.

21. The company agrees to pay the Agency, hire charges, as consideration for transport facility provided as noted below:

S.No	Vehicle Description (Any Similar category A/c vehicles)	Unit	Rate Quoted
1	<u>MARUTI ESTEEM/INDIGO</u>		
i.	UPTO 2 HRS 25KMS	Per trip	
ii.	4HRS 40KMS	Per trip	
iii.	8HRS 80KMS	Per trip	
iv.	Rate for additional Kilometer	Per KM	
V.	Rate for additional Hour	Per Hour	
2	<u>FORD FIESTA/ACCENT/LOGAN/VERNA</u>		
i.	UPTO 2 HRS 25KMS	Per trip	
ii.	4HRS 40KMS	Per trip	
iii.	8HRS 80KMS	Per trip	
iv.	Rate for additional Kilometer	Per KM	
V.	Rate for additional Hour	Per Hour	
3	<u>SKODA/COROLLA</u>		
i.	UPTO 2 HRS 25KMS	Per trip	
ii.	4HRS 40KMS	Per trip	
iii.	8HRS 80KMS	Per trip	
iv.	Rate for additional Kilometer	Per KM	
V.	Rate for additional Hour	Per Hour	
4	<u>INNOVA AC</u>		
i.	UPTO 2 HRS 25KMS	Per trip	
ii.	4HRS 40KMS	Per trip	
iii.	8HRS 80KMS	Per trip	
iv.	Rate for additional Kilometer	Per KM	
V.	Rate for additional Hour	Per Hour	

22. **GST as applicable, will be paid by VSP, on submission of the following:**

- (i) Certificate from his Jurisdictional Superintendent to the effect that the service provider is registered under the GST rules and a copy of the said certificate is to be enclosed with the tender
- (ii) Tax invoice detailing the following:
 - (a) The name, address of the agency ,GST registration number and jurisdictional range.
 - (b) The name, address and GST Registration Number of the person receiving the service(RINL)
 - (c) Description, classification and value of taxable service provided, and
 - (d) The GST payable.

Note: GST will be payable at actuals subject to compliance.

23. For time durations and distances that fall in-between the slabs mentioned in **clause No.21**, company shall pay the Agency at the rates calculated by adding the charges for extra kms run and extra hours used, to the charges of nearest Lower slab.
24. The Agency should have a placard of suitable size ,with company's name visibly inscribed on it, in each of the cars being supplied on hire and the staff employed by the Agency, should hold the same, when attending special functions, and/or when the cars are parked at important public places such as Airport, Railway Station, for easy identification by company's Guests , officers and staff.
25. If at any time, any question, dispute or difference whatsoever shall arise between the company and the Agency upon or in relation to, or in connection with the contract, other than those for which the decision of Company or its authorized representative is expressed to be final and conclusive, either party, may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to and decided by the Chairman & Managing Director, Visakhapatnam Steel Plant, Admn Bldg., Visakhapatnam-530031 or his nominee, whose decision shall be final and binding upon the parties.
26. The vehicle shall be directed to report to the authorized person at the requisitioned time and place as per the company's direction. The trip sheet/duty slip provided by the Agency shall have provision for recording the meter reading and the time pertaining to reporting and release of the vehicle by the authorized person. Payment will be made taking into account the meter reading and the time of reporting and release of the vehicle as certified by the authorized person.
"Hours/ Kilometers run will be counted from the time/Place of reporting of the Vehicle to the time/Place of release of the vehicle".
27. The following documents form part of this agreement:
1. Invitation to Tenders
 2. General Terms and Conditions
 3. Letter of Acceptance/Work Order
 4. Other correspondence between the parties as specified:
 - (i) Letters referred in the LOI
 - (ii) Party's Acceptance Letter
28. All payments to the Agency towards the hire charges shall be by e-payment through Bank against bills submitted by the Agency, once in a month. The payment shall be affected after verification of the vehicle requisitions/trip sheet/duty slips etc.,
29. The Agreement shall be in force for a period of THREE(3) years from _____ and both the parties shall have the option to renew the agreement for a further period on the same terms and conditions set out herein. The company may however, extend the contract for further period of one year on the same rates, terms and conditions.
30. Notwithstanding anything contained herein, it shall permissible for the company to terminate this agreement , by giving three months notice in writing to the Agency during the subsistence of this contract.
31. The Agency shall indemnify and keep indemnified the company against all losses/damages caused by the agency or his employees in any manner to any property of the company arising out of or in

pursuance of the work under the contract. If there is any amount due from the Agency the company shall be entitled to deduct that amount from the amounts payable to the Agency under this contract or any other contracts and the decision of the company in this regard shall be final and binding.

32. The EMD of Rs 37,500/-(Rupees Thirty Seven Thousand five hundred only) submitted by the Agency at the time of tender invitation will be converted as a part of security Deposit which carried no interest and will be refunded after the completion of the contract, after deducting penalties/dues if any ,payable to VSP.
33. **Security Deposit** : Security Deposit for the work shall be Rs.72,000/- i.e.,@ 2% of contract value. Earnest Money Deposited by the successful tenderer shall be adjusted against SD, and the difference between SD and EMD shall be deposited in the manner mentioned in the work order/letter of intent. No interest shall be payable on the security deposit.
34. **The rates agreed to by the agency for running vehicles shall be firm throughout the period of contract, except, when there is an escalation in fuel rates, as indicated at clause no. 65 of the General conditions.**
35. In respect of Payment made through Electronic fund Transfer mechanism or direct credit to the Agency's bank account, the Agency should intimate discrepancies if any, within 10days from the date of dispatch of intimation letter of payment to them , 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.
In witness thereof both the parties have set their hands and subscribed their signature in this instrument after fully going through the contents thereof and after fully understanding the implications and significance.

36. **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 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 company, 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, Andhra Pradesh, India.

37. **NOTICES:**

a. **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.

b. **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.

AGENCY

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

WITNESS
NAME AND ADDRESS

1.

2.

WITNESS
NAME AND ADDRESS

1.

2.