RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
W10 - P R K PRASAD
WORKS CONTRACTS DEPT, VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530031, ANDHRA PRADESH -
INDIA
PHONE: 9989926745,
e-Mail Id: prasadprk@vizagsteel.com

NOTICE INVITING TENDER (NIT)

NIT TYPE: 2-PRT % BID E-RFX
VSP/1200/ES&F(M)/2019/00075
NIT NUMBER & DATE: 2600003443 Dated 19.01.2019

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

1. NAME OF THE WORK:
MIG AND MANUAL ARC WELDING FOR RECLAMATION / REPAIR / FABRICATION OF VALUE ADDED AND CRITICAL ITEMS IN SSS OF ES&F

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	37500.00	29.01.2019 15:00	29.01.2019 15:30

Contract period: 12 months
Defect Liability Period : 3 months
Engineer In charge: AGM/ES&F
Estimation Amount : Rs.39,18,845=00 ps
Welfare Allowance :APPLICABLE

3 OFFER VALIDITY DATE:
Your offer should be valid upto 28.05.2019.

4 CURRENCY:
INR.

5 ELIGIBILITY/EXPERIENCE CRITERIA :

Agencies registered under Category 5.6 / 5.16 of Class "C" will only be considered

6. NATURE & SCOPE OF WORK:

7 ITEM DETAILS/BOQ:
AS PER ATTACHMENT IN C-FOLDER

8 LIST OF TENDER DOCUMENTS:

This document along with those avaialble in cFolders as below, constitute the complete Tender (NIT)

1) Tender schedule

2) Undertaking letter

9 DOCUMENTS TO BE UPLOADED IN CFOLDER TECH BID:

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 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 required

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

ii) Boiler License (For cases wherever required) Agencies should have boiler repair license, Category-1 issued by the Directorate of Boilers,Andhra Pradesh

iii) Competency Certificate issued by Director of Factories, AP

For Persons competent to carry out Inspection & Certification of Lifting Equipments, Pressure Vessels and Elevators etc

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

10 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 Biding 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 informationat 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.

11 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.

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 on the basis of landed cost but excluding GST. 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.

	RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878	

SD/-

P R K PRASAD

1 DETAILED TERMS & CONDITIONS OF NIT:

1) The documents submitted by the tenderers in respect of pre-qualification evaluation criteria are final and no further correspondence / clarifications / submissions in this regard shall be entertained.

2) Scope of work, Bill of Quantities (BOQ), Terms and Conditions, given in the tender documents(placed in the cFolder Publisher area) 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 are found tampered /altered/ incomplete, they are liable for actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

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

4) The tenderer shall download the NIT documents etc (TENDER SCHEDULE) available in Tech RFx cFolder Publisher Area on the RINLs SRM Portal in totality and upload the same along with the Undertaking letter in Tech RFx cFolder.

5) The bidder shall be governed by the General Conditions of Contract of Supply which is available on VSPs website which can be freely accessed and downloaded.

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) (i) Tenderers shall submit GST Registration Certificate under GST act if available. If not available successful tenderer shall produce Registration Certificate under GST Act, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.

(ii) Tenderers shall submit the PF Registration Certificate if available, if not available successful tenderer shall submit PF Registration Certificate before commencement of the work.

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

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

10) The date of opening of the PQC and Tech RFx response shall be the date of tender opening.

11) 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 Electrical License/ any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.

12) 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 Tender fee thereupon.

2 INSTRUCTIONS TO TENDERERS:

1) Tender shall be submitted in the prescribed form issued by VSP in the RINL SRM Portal, Government Portal. The Tender documents issued are not transferable. Tender documents downloaded shall be submitted wholly without detaching any part.

2) The Tenderer shall agree to VSPs terms and conditions, specifications/ scope of work, etc., and quote their Total Amount in figures only. Tender shall be for the entire scope of work mentioned in the tender documents.

3) 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 composite 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.

4) If by any reason the tender opening is postponed to any other date, the same will be placed in RINLs SRM Portal and in the Notice Board at Works Contracts Department. Tenderers shall see the SRM Portal / Notice Board regularly and keep themselves informed in this matter.

5) 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.

6) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender.

7) Corrections/ amendments/ replacement to/ of the Deficient documents / Financial Instruments for EMD shall not be sought 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.

iii) The Validity of the BG(s) as on Initial TOD is falling short of the minimum Validity period stipulated in the tender.

iv) Discrepancy exists in the name of Payee/ Beneficiary.

v) The Bidder fails to submit EMD or submission of UTR No./ Receipt No.

3 EMD SUBMISSION PROCESS:

1) In case of Earnest Money Deposit being less than or equal to Rs. 5 Lakhs, Earnest Money Deposit shall be by means of NEFT. No other mode of payment will be accepted. However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the format as enclosed to the GCC) from any Scheduled Commercial Bank, encashable at Visakhaptnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the Bid opening date. 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:

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

(i) District Industries Centre [Acknowledge of Entrepreneur Memorandum ie. EM (Part # II)
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coil Board

(v) National Small Industries Corporation (NSIC)

(vi) Directorate of Handicrafts Handloom

(vii) Any other body specified by Ministry of MSME

Note:

(a) Tender documents are uploaded in the websites (www.vizagsteel.com; www.pubtenders.gov.in; http://eprocure.gov.in) and are to be down loaded from there only.

(b) The Micro and Small Enterprises registered for the particular trade/items for which the tender is relevant, would only be eligible for exemption.

(c) As regards Security Deposit (SD) exemption, the MSEs shall be required to submit a #Performance Guarantee Bond# of requisite value inthe prescribed pro-forma in lieu of Security Deposit. It may be noted that waiver of SD is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered.

2. Preference to MSEs shall be considered under the following conditions:

(i) When the work is to be awarded to more than one tenderer, as stated in NIT.

(ii) In such cases the package size / value is pre-decided and indicated in the NIT.

(iii) MSEs shall have valid enlistment / registration with specified agencies (as above), in relevant category. The successful tenderer should ensure that the same is valid till the end of the contract period.

(iv) The offer / bid of MSE shall be within the price band of L1 +15% and upon their matching with the final negotiated price of (L1being 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 lessthan 4% of the tendered value shall be considered for awarding to MSEsowned by SC ad ST Entrepreneurs. The preferential award of work shallcease once the limit of 20% of tendered value is attained. Furtherallotment / award would be based on inter-se ranking of the rest of thetenderers other than who are already considered for allotment/award ofpackage, subject to their matching with the final L1 negotiated price.

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

SCOPE OF WORK

PR NO:73003891

Work Desc : **MIG and Manual Arc Welding for Reclamation/Repair/Fabrication of Value Added and Critical Items in SSS of ES&F**

Cond No	Cond Desc
1	The contractor has to do welding/Reclamation as per the requirement of VSP by manual arc welding or by MIG welding.
2	The contractor has to do gousing of Slag Pot and other jobs wherever crack is there and as directed by the site Engineer.
3	Edge preparation whenever necessary and as per the quality of welding requirement has to be done by the contractor by gas cutting, gousing and grinding.
4	Cleaning of the welding surface i.e, slag removal by grinding or back gousing whenever required has to be done by the contractor.
5	Contractor has to make necessary preparation for welding joints which needs DP test, Ultrasonic test or X-ray as directed by the site Engineer.
6	For testing of X-ray and Ultrasonic welding the contractor has to facilitate all allied works like grinding ,applying grease etc.
7	After completion of the work or the process the contractor has to ensure clearing of the work place of all debris, slag, electrode stubs, packets etc and dispose them to designated places as shown by the site Engineer.

TERMS AND CONDITIONS PR NO : 73003891

WORK DESC : MIG and Manual Arc Welding for Reclamation/Repair/Fabrication of Value Added and Critical Items in SSS of ES&F

Cond No	Cond Desc
1	The contractor has to provide welding M/cs, electrode holders, welding cable with lugs, cable connectors, earth clamps and all required accessories along with welders and helpers.
2	The contractor has to provide minimum 8 welding machines. The contractor should be able to provide more welders/welding m/cs at short notice whenever required.
3	Contractor has to deploy minimum 3-G qualified welders for regular welding and for Ultrasonic & X-ray quality welding, minimum 6-G qualified welders are to be deployed.
4	The contractor has to submit the qualification certificates of all welders, before starting of the work. The contractor has to provide all necessary safety appliances to their employees.
5	Supervision of welding to comply with the required quality (including X-ray and Ultrasonic quality) of welding is the responsibility of the contractor.
6	All required electrodes, MIG spools, grinding wheels, gases for preheating or cutting, compressed air, MIG machines with gun & cable/feeder, Inert gases for MIG welding, Rectifier/Generator for X-ray and for 100% Ultrasonic quality welding , hoses and holder for air-arc gousing and Electrical power will be provided by VSP free of cost.
7	During the process of welding any other activity like preheating, gas cutting, gousing, and grinding will be done by the contractor.
8	The contractor must have experience in welding works of min 2 years. The contractor should clearly understand and comply with FACTORIES ACT, 1948 and relieve the FEMALE WORKERS from their work-site with in the restricted working hours prescribed there in under Section 66(b).
9	GST : The scope of materials supply and consumables supply in the present proposal are as follows: a) Materials to be supplied by VSP: Rectifiers/Generators, MIG Machines b) Consumables to be supplied by VSP: Electrodes, MIG Spools, Grinding wheels, Gouging Rods, Gases for Gas Cutting, Hoses, and Inert Gases for Welding, Electrical Power. c) Materials to be supplied by Contractor: NIL. d) Consumables to be supplied by Contractor: NIL The deduction of GST shall be done as per the rules prevailing from time to time.
10	The contractor shall ensure usage of ISI marked regulators, hoses, nozzles, cutting torches, welding holders and cables for cutting and welding works. This must be adhered to strictly.
11	Welfare Allowance for SMA & ASMA Applicable

के.एस.एस. राव / K.S.S. RAO
सहायक महा प्रबंधक (ई एस व एफ)
Asst. General Manager (ES & F)
इंजिनेयरी शाफ व फैड्री
Engineering Shops & Foundry

RAHSTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530031

BILL OF QUANTITIES

PR No / Date: 73003891 / 29.10.2018 Report Date : 29.10.2018
Pur . Org.: WORKS CONTRACTS

MSS: 5250613008 : MIG&ARC WELDING RECLM/RPR./FAB. IN ES&F
Mig and Manuual Arc Welding for Recl/Repair/ Fab of value added and Critical items in SSS of ES&F.

The BOQ Items are taken as per the following Rates.

	Central Rates	VSP Rates
Skilled	593.000	988.650
Semi Skilled	506.000	848.450
Unskilled	448.000	753.350

Sl.No	Service Number	Description of the item	Qty	UOM	Rate	Amount
1	510003627	WELDING DEPOSITION FOR RECLAMATION / REPAIR/ FABRICATION OF VARIOUS VALUE ADDED ITEMS BY MIG WELDING	900.000	KG	122.26	110,034.00
2	510003628	WELDING DEPOSITION FOR RECLAMATION / REPAIR/ FABRICATION OF VARIOUS VALUE ADDED ITEMS BY MANUAL ARC WELDING	23,000.000	KG	155.09	3,567,070.00
3	510003629	AIR ARC GOUGING OF SLAG POT USING CARBON ARC GOUGING ELECTRODE	1,000.000	EA	4.78	4,780.00
4	720000037	ULTRASONIC X-RAY QUALITY WELDING FOR CRITICAL WELDING APPLICATIONS	900.000	KG	263.29	236,961.00
Total Value: In words : thirty nine lakh eighteen thousand eight hundred forty five rupees						3,918,845.00

Signature of the Tendere

SPECIAL CONDITIONS OF CONTRACT

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

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

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

c) **Supplier of Services / Goods shall comply with the GST provision as prescribed. In case of failure to comply with the GST provision by the Supplier thereby 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 service.**

d) **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 him in the monthly return (GSTR-1) of the month in which Tax Invoices are raised to enable RINL to claim Input Tax Credit under GST. Otherwise, Payment of GST will not be made.

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

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

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

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

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

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

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

18 . SAFETY:

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

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

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

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

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

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

g) Contravention of any safety regulation of VSP in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination.

The list of safety violations by Contractor category wise are as follows:

I. Category-I of Safety Violations:
Penalty amount: First offence Rs.1000/-, 2nd or subsequent offences Rs.2000/- For Works / Non-works.
Penalty amount: First offence Rs.1000/-, 2nd or subsequent offences Rs.2000/- For Projects

(1) Not wearing crash helmet while riding Two-Wheeler in plant premises.

II. Category-II of Safety Violations (Minor Violations):
Penalty amount: Rs.3000/- - For Works / Non-works.
Penalty amount: Rs.5000/- - For Projects

A. HEIGHT:
(1) Height Pass not made / not available;
(2) Unauthorized entry at height / hazardous locations;
(3) Fall arrester not provided / used;
(4) Horizontal life line / guide rope not provided for anchoring full body safety harness.

B. EXCAVATION:
(1) Proper ladder/steps not provided for descending / ascending;
(2) Shutting not done (below 2 mts. Level) of excavation;
(3) Overhanging burden in pit not removed in excavation;
(4) Excavated materials left near the edge of the pit.

C. ELECTRICAL:
(1) Power cable clamped with G. I. Wires to post / pillar;
(2) Power cables tied on reinforce rod / structure without proper insulation;
(3) Loose connection taken from sockets without proper plug;

(4) Taking shelter behind electrical panel;
(5) Power cables / electrical wires lying on ground in hap-hazard manner;
(6) Source of supply / danger board not displayed on the electrical equipment;
(7) Electrical Control Post not provided with Barrication / Shelter / Canopy;
(8) Cables used having many joints;
(9) Earthing not provided on Electrical Equipments;
(10) ELCB not installed.

D. MATERIAL HANDLING:
(1) Use of damaged slings / tools / ropes;
(2) Fitness certificate of cranes / hydras / heavy vehicles not available;
(3) Crane rope conditions not ok;
(4) Rope of crane not clamped properly;
(5) Guy ropes not used during shifting of materials.

E. GAS CUTTING:
(1) Rolling / lifting of cylinders (without cage);
(2) Gas cutting without required PPEs;
(3) Gas hose pipe clamping done by wires;
(4) Usage of LPG Cyiinder beyond date of expiry;
(5) Wet bags / covers not put on gas cylinder;
(6) Loading / Unloading of cylinder – cushion not given.
(7) Condition of hose pipe not good;
(8) Working with leaking cylinder;
(9) Flash Back Arrester not provided at Torch / Cylinder ebds;
(10) Colour coding of gas cutting of hoses not followed.

F. ARC WELDING:
(1) Welding with non-standard holder
(2) Welding machine earthing not done (Double body earthing;
(3) Using improper welding cable;
(4) Welding cables used with many joints;
(5) Lugs not provided for connecting cables to welding makchines;
(6) Local isolation switch not provided on welding machines.

G. PPEs:
(1) Non usage of PPEs at site such as Safety Helmet, Shoes, Googles, Hand Gloves, Face Shields etc., as per requirement.

H. VEHICLE:
(1) Driving of heavy vehicles on the main road during restricted hours & restricted routes;
(2) Parking at unauthorized place;
(3) Using of truck with damaged body;
(4) Dropping / Spillage of material on the road;
(5) No number plate on vehicle;
(6) No head light / signal lights / brake light / horn / reverse horn on the vehicle;
(7) Types of vehicle having patching / bolting;
(8) Violation of approved speed limits during plying on the road;
(9) No front / rear wheel guards on Hydra;
(10) Un-authorized dumping of material;
(11) Driving license not available / in-valid;
(12) Driving of two wheeler carrying more than one pillion rider;
(13) Driving dangerously;
(14) Overloading of vehicles;
(15) Talking on cell phone while driving;

(16) Vehicles transporting loads without tying / securing of loads / stock protruding out of the truck body / without red flags / red lights, side guards, donnage;
(17) Drunk & driving;
(18) Non availability o reverse horn of moving equipment;
(19) Using hydra for material transportation on roads;
(20) Marching of hydra without signal man & red flags;
(21) Using trucks for transportation of persons.

I. PERMITS:
(1) Working without work permit / shut down
(2) Not putting red flags / stopper
(3) Dismantling of structure without authorized plan
(4) Unauthorized oxygen tapping
(5) Working on VSP installations without permission
(6) Critical / heavy erection of structures without authorized plan.

J. GENERAL:
(1) Not having proper gate passes / other area passes
(2) Not reporting of accident
(3) Hand grinders / mixer machines without guard
(4) Make-shift arrangement for job execution
(5) Engaging workers without safety training
(6) Using of defective tools
(7) Unauthorized operation of equipment

K. STATUTORY RECORDS:
(1) Safe Working Load (SWL) Certificates of lifting machines / equipments not valid / not available / details not displayed on the equipment
(2) Valid Test Certificates of Electrical Hand Gloves / Full Body harness not available
(3) Eye examination records of vehicle / crane operators not available
(4) Electrical Authorization not available
(5) Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate.

III. Minor subsequent – Repetition of safety violations as detailed under Category – Ii above
Penalty amount: 1st repetition of violation Rs.12,000/-, 2nd repetition of violation onwards Rs.24,000/- - For Works / Non-Works
Penalty amount: 1st repetition of violation Rs.15,000/-, 2nd repetition of violation onwards Rs.25,000/- - For Projects

IV. Category – IV of Safety Violations (Major Violations)
Penalty amount: Rs.20,000/- - For Works / Non-Works
Penalty amount: Rs.40,000/- - For Projects

HEIGHT:
(1) Using bamboo / or other non-standard material for scaffolding
(2) Railing not given at platforms or opening of floor
(3) Scaffolding planks not tied
(4) Throwing / dropping of material from height
(5) Proper ladder / approach not given for working at height
(6) Full body harness (FBH) not wearing
(7) Lifeline of FBH not anchoring
(8) Floor opening left unguarded in the area of work
(9) Working at roof without daily permit
(10) Walkway / cross over path not provided

EXCAVATION:
(1) No barricading of excavated pits

ELECTRICAL:
(1) Unauthorized working on electrical equipment

VEHICLE:
(1) Sleeping under truck

ARC WELDING:
(1) Welding screen not used

GENERAL:
(1) Absence of Supervisor at work site
(2) Leaving loose sheets on the roof tops

V. Fatal Accidents / Permanent disability
Penalty amount: 20% of contract value subjected to Min. Rs.1.00 lakh and Max. Rs.5.00 lakhs or banning of business dealing or both. – For Works / Non-Works
Penalty amount: 10% of contract value subjected to Min. Rs.5.00 lakhs and Max. Rs.10.00 lakhs or banning of business dealing or both. – For Projects

Note:
1) Any other violation which is not listed above having potential to endanger human life / Property shall be liable for penalty under any of the categories listed above.
2) Independent of the above, the contractor shall be debarred from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasonable attributable to Contractor.
3) The Safety violations have been classified into five categories (I to V). Without prejudice to the right conferred by the Clause No. 16(g) of Special Conditions of Contract for stoppage of work for violation of safety rules, the contractor shall be liable for penalty at the rates as indicated depending upon the category of violation.
4) The penalties mentioned above are in addition to those which are applicable as per the Statutory Acts & Rules. In case of any imposed penalty by any Statutory Authority, the same shall be over and above the contractual clauses.
5) The above penalties related to the accidents mentioned at Category-V will be imposed on agency in case the reasons to the accidents are attributable to the agency.

AUTHORITY FOR IMPOSING PENALTIES:
1) Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by Engineer Incharge based on the findings by the designated officer of SED / Departmental Safety Officer / Zonal / Project Safety Officer / Operating Authority, a copy of the penalty imposition .
2) Penalty to the violations falling under the Categories (IV) & (V) will be imposed by the Engineer Incharge, based on the recommendation of Head of SED in consultation with the Head of Operating Department.
3) The penalty amount shall be recoverable from any bill and / or EMD / SD of the contractor without any further reference to him.
4) For violations falling under the Category (V), besides penalty action for banning of business dealings with the contractor will be initiated, if recommended by the committee for enquiring into fatal cases.

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

19. SHUTDOWNS:

A) Necessary shutdowns will be arranged by VSP to the contractor for carrying out the work based on requirement. No claims on account of delayed/prolonged shutdown will be entertained.

B) The works assigned to the contractor by the Engineer from time to time shall be completed within the time schedule fixed by the Engineer in each case, within the approved shut down period.

20. LABOUR DEPLOYMENT:

A) The contractor shall deploy his labour as per requirement and as instructed by the Engineer. It may be necessary to carryout the work round the clock based on requirement and shutdown provided. The contractor's rate shall cover such eventualities.

B) Only trained, experienced, safety inducted workers acceptable to the Engineer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Engineer.

C) As and when need arises in the Annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time, the contractor shall ensure that Displaced Persons (DPs) are engaged in unskilled category of workers to the extent of 50% (fifty percent). The contractor shall contract the Engineer-in-charge for this purpose.

D) "As and when need arises in the annual works from time to time either for extra requirement of work or as a replacement in running contracts or a contract commencing for the first time in semi-skilled category, the contractor shall ensure the minimum qualification of ITI in the relevant field for such semi-skilled category of workers. The contractor will also ensure to engage 50% (Fifty percent) of such semi-skilled vacancies from Displaced Persons (DPs) category. The contractor shall contact the Engineer-in-charge (EIC) for this purpose".

E) The Contractor shall engage contract worker(s) who do not have any adverse record with respect to his character in the past. For this purpose, the character and antecedents of the proposed worker(s) whom the Contractor intended to engage, shall be got verified by the Police and report shall be submitted. Till such time the report is submitted, the proposed contract worker(s) will be given only provisional pass and the pass will be cancelled in case any adverse report is reported.

21. SECURITY REGULALTIONS: The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.

22. STORING/STACKING OF MATERIALS:_Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.

23. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.

24. After completion of work activity, the site has to be cleared of all debris, construction material and the like.

25. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.

26. NOTICES: Any notice to be given to the contractor under terms of the contract shall be considered duly served, if the same has been delivered to, left for or posted by registered post to the contractors principal place of business (or in the event of the contractor being a company, its registered office), at the site or to their last known address.

27. DEFAULT BY TENDERERS: The successful tenderer may be debarred at the discretion of the company, from issue of further tender documents, work orders etc., for a specified period to be decided by the employer in case of :

"Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOI during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/property, non payment of due wages to labour or such similar defaults".

28. Successful tenderer should be in a position to produce the Original Certificate in support of the attested copies of relevant documents enclosed along with pre-qualification documents or afterwards, after opening of the Price Bids.

29. **Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/ITCC/Electrical License/Experience/Qualification any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.**

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

31. **Failure to execute the work after LOI/WORK ORDER is given, will make the party liable for debarring for a period of 2 (TWO) YEARS.**

32. **In case it is found before/after award of work to the person/agency through Limited Tender Enquiry (LTE) that the same person/agency is proprietor/proprietress/partner of two or more separate agencies and quoted for the same work, then punitive action to the extent of debarring up to 02 (Two) years from participating in VSP tenders will be taken.**

33. **In case the Tenderers revoke/withdraw/cancel their tender or they vary any terms of their tender during the validity period of the tender without the written consent of Visakhapatnam Steel Plant (VSP) or in the event of VSP accepting their tender and fail to deposit the required security money, execute the Agreement and fail to start the work within reasonable time (to be determined by the Engineer) after written acceptance of their tender – EMD submitted by them will be forfeited by VSP.**

34. **Contractor shall note that:**

i) **Time for mobilization after issue of FAX Letter of Intent/detailed Letter of Intent / Work Order shall be;**

- **a. 03 (Three) days for Capital Repairs**
- **b. 15 days for Civil Works**
- **c. 60 days for painting works of Structural Engineering Department**
- **d. 07 (Seven) days for Annual Mechanical, Electrical and works of technological assistance/cleaning.**

ii) **Re-starting the work after disruption shall be within 04 (Four) to 06 (Six) hours after the cause of disruption is removed as decided by the HOD.**

iii) **Notice period for Contract Termination shall be - 03 (Three) hours in the event of breakdowns, 02 (Two) days in Capital Repairs and 10 days in other works.**

Failure to adhere to above stipulations may result in Termination of contract at risk & cost and will make the party liable for debarring for a period o 2 (Two) years.

35. **Agencies are required to submit Bank Guarantee for the value as decided by the Engineer as a Security while taking out Equipment/Components/materials of VSP to their workshop situated outside the VSP premises for carrying out repairs.**

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

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

WHERE:

V= **Escalation Payable**

L= **Labour Content during billing period**

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

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

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

Computation of X and Xo & L :

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

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

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

Where

a= **man days present by USW during the billing period**

b= **man days present by SSW during the billing period**

c= **man days present by SKW during the billing period**

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

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

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

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

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

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

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

37. **PAYMENT OF MINIMUM WAGES*:***

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

1a) Lapse ----------Payment of wages at rates less than those notified under the minimum wages.
Action by VSP ----------An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Government applicable for the period less actual wages paid shall be recovered from the bills as certified by the engineer.

b) Lapse ----------Non payment of adhoc amount
Action by VSP ----------An amount equivalent to actual payable towards adhoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engr.

2) Lapse ----------Non payment of wages
Action by VSP ----------An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills as certified by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

1) **Component ------- Notice pay**
Recovery amount per labour per every working day ---
USK —Rs. 38.44ps, SSK —Rs. 43.42 ps, SK—Rs. 50.88ps

2) **Component -------- Retrenchment compensation**
Recovery amount per labour per every working day -----
USK —Rs. 19.22ps, SSK —Rs. 21.71ps, SK—Rs. 25.44ps

3) **Component ------- Leave with wages**
Recovery amount per labour per every working day
USK —Rs. 23.66ps, SSK —Rs. 26.72ps, SK—Rs. 31.31ps

To be released when -------- After the contractor makes payment to the work men in the presence of Engineer Incharge and CLC representatives, a certificate to this effect is to be enclosed with pre-final bill (to be paid with pre-final bill).

Sub-total -
USK —Rs. 81.32ps, SSK —Rs. 91.85ps, SK—Rs. 107.63ps

4) **Component ---------- Bonus**
Recovery amount per labour per every working day
USK —Rs. 38.43ps, SSK —Rs. 43.40ps, SK—Rs. 50.86ps

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

GRAND TOTAL
USK —Rs. 119.75ps, SSK —Rs. 135.25ps, SK—Rs. 158.49ps
10% towards profit and over heads of contractor
USK —Rs. 11.98ps, SSK —Rs. 13.53ps, SK—Rs. 15.85ps
Total recovery amount
USK —Rs. 131.73ps, SSK —Rs. 148.78ps, SK—Rs. 174.34ps

Note:

i) ***The above recovery rates are effective from 01/10/2017. In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for workmen category-wise will be revised by RINL/VSP and will be notified accordingly.***

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

42. PAYMENT MODE FOR BILL AMOUNTS:

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

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

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

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

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

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

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

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

CERTIFICATE

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank :

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

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

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

43. **CLAUSES CONCERNING INPUT TAX CREDIT (ITC) AGAINST GST:**

a) **The successful tenderer shall take necessary steps to comply with the rules and provisions of GST law facilitating VSP to avail ITC.**

b) **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 composite 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.**

c) **The tax invoice raised by the Contractor should clearly mention VSP as the recipient. It should be ensured that material has been delivered along with the duplicate for transporter copy of the tax invoice, based on which Input Tax Credit is to be claimed.**

d) **The duty paying documents shall be submitted as soon as the material is procured by the agency for incorporation in the work. In case the material is supplied from a third party, it should be backed up with a GST Tax Invoice from Contractor.**

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

43.1 **Vendor/Supplier/Contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.**

In case of Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the vendor/supplier/contractor of from security deposit or any other amount available in the same contract or in other contracts including future contracts.

If any tax has been paid by the vendor/supplier/contractor in pursuance of any demand on account of suppression, fraud or willful misstatements of facts, then the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

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

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(This undertaking has to be printed on the letter head of the agency, sign, scan the same and upload in the Tech RFx folder)

UNDERTAKING LETTER

To
General Manager (WC)
Works Contracts Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031.

Name of work: **MIG AND MANUAL ARC WELDING FOR RECLAMATION / REPAIR / FABRICATION OF VALUE ADDED AND CRITICAL ITEMS IN SSS OF ES&F**

RFx No. **2600003443**

Sir,

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

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

SIGNATURE OF THE TENDERER