

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
CENTRAL STORES DEPARTMENT
TRANSPORT SECTION

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020

This document (Invitation to Tender) is issued to:

M/s. _____

DD/PO/BC No. _____ Dated _____

On _____

Last date & Time of Receipt of Tender Documents Up to 11:00 Hrs. on 16/03 /2020

Time of Opening of Tender Documents after 11.30 Hrs. on 16/03 /2020

Signature of the Issuing Authority

(To be filled in by the Tenderer while submitting his offer)

EMD Particulars _____

(FOR OFFICE USE DURING OPENING OF TENDERS)

1. EMD Particulars: Bankers Cheque/DD No. _____ for Rs. _____

Drawn on _____ Bank _____

Note to Tender Opening Officers: In case EMD for **Rs. 17,500/-** is not found in the 1st Part the 2nd Part shall not be opened.

2. Sl.No. of Tenderer : _____ out of _____ Tenderers

3. Covering Letter : Given / Not given

4. No. of Pages : _____

Signature of Stores Executive

Signature of Finance Executive

INVITATION TO TENDER**CONSISTS OF THE FOLLOWING DOCUMENTS**

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**VISAKHPATNAM STEEL PLANT (A Govt. of India Enterprise)
MATERIALS MANAGEMENT DIVISION
CENTRAL STORES DEPARTMENT
TRANSPORT SECTION**

NOTICE INVITING TENDER (NIT)

NAME OF THE WORK: Clearance, Collection, Transportation, Unloading and Handing Over of Consignments at VSP Stores(Other than Ferro Alloys, Refractories & Minor raw Materials)/Visakha Steel General Hospital, Ukkunagaram / Any other zone of Visakhapatnam Steel Plant from transporters godowns in and around Greater Visakhapatnam and vice-versa.

Last date & Time of Receipt of Tender Documents **Up to 11.00 Hrs on 16/03/2020**

Time of Opening of Tender Documents **After 11.30 Hrs on 16/03/2020**

CONTACT PERSON:

Shri K Sreenivasa Rao
Dy. General Manager (Stores-Transport)
e-mail: kandregula@vizagsteel.com

SHRI J MADHAVA RAO
General Manager (Stores-Transport)
e-mail: jmrao@vizagsteel.com

Phone No:9618484858
Tel.No. 0891-2518412 and FAX No.0891- 2518491.

The details and tender documents can be downloaded from **VSP website**

www.vizagsteel.com.

CGM (MM-Stores)

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
PRE-QUALIFICATIONS CRITERIA

- 1.0 The tender should be in two bids namely i) Techno Commercial Bid including EMD and (ii) Price bid containing only unit rates for each item of the schedule. The tenders will also be opened in two stages.
- 2.0 In the first stage of tender opening, only the Techno Commercial Bid will be opened and scrutinized. The price bids of such tenderers who have complied with the following will only be opened in the second stage. The tenderer is required to submit Techno Commercial Bid in the following manner:
- I. Earnest Money Deposit (EMD) for Rs.17,500/- (Rupees Seventeen thousand Five Hundred only.) by way of Bankers Cheque/Demand draft from any scheduled commercial bank drawn in favour of RINL payable at Visakhapatnam. Bankers Cheque/ Demand Draft drawn from co-operative banks are not accepted.**
- II. All the pages of the tender documents** should be signed and stamped by the tenderer as a token of his acceptance to the terms & conditions contained therein. No deviations are acceptable.
- III.** The tenderer should have handled contracts of similar nature valuing not less than Rs. **1.25 lakhs/year** during each of the preceding Three financial years i.e, 2016-17, 2017-18, 2018-19 and Rs. **2.5 lakhs** in any one year during the preceding Three financial years. These values pertaining to financial year shall be considered. **For the above purpose, documents (work orders) duly certified by a practicing Chartered/Cost Accountant to the effect that the tenderer has handled contracts for a value of Rs. 1.25 Lakhs per year during each of the preceding Three financial years and had a turnover of Rs. 2.5 Lakhs in any one year in the preceding Three financial years shall be submitted** and the tenderer should be in a position to produce original certificates in support of the same after opening of the Price Bids, if he is successful.
- IV** Since RINL/VSP is a covered establishment under PF Act, the contractors working for VSP would automatically get covered under PF act irrespective of no of persons employed. Hence, the tenderer shall be requires to submit along with the tender either a copy of PF registration certificate or an undertaking to submit the same to RINL/VSP before commencement of work of the contract. Copies of PF challan Application for PF registration acknowledgement for the application of PF registration sub contractors PF registration ets will not be considered. Under no circumstances the contract work will commence without PF registration certificate.
- V** The Tenderer should possess minimum 01 vehicles comprising pickups / LCVs –01 No or 1 No Truck. For the above purpose, **attested copies of the RC Books for the above vehicles should be furnished.** Please note that the RC Books should be in the name of the Company/Proprietor/Partners or should have Lease Agreement valid for contract period. They should be in a position to mobilize sufficient number of vehicles to meet the requirements of the sections in time.
- VI In case of deviation / non submission of the documents listed above I to V, offer will be rejected at the Techno Commercial stage itself and the Price Bids of such tenderers will not be opened.**
- VII** Since engagement of labour is necessary in execution of the contract, the contractor must be conversant with all the legislation of the respective statutory acts and in the event of placement of order, they shall be complied with in true spirit. The contractor

has to **confirm in writing that all statutory obligations will be complied with as per the format enclosed at Annexure-I**

- VIII. Each tenderer, while submitting his offer shall submit a declaration as to whether tenderer has any relative within the meaning of Sec.6 read with Schedule IA of the Company Act, 1956, employed in any capacity with the Employer. In case tenderer has any relative employed in any capacity with the Employer, the full name, particulars of position held under the company must be clearly indicated as per format enclosed at **Annexure-II**. In case the tenderer is awarded the contract, contractor shall inform the Employer if any of his relative, as find above, joins the company at any time subsequent to the award and during the continuance of the Contract. If the tender is not accompanied by such declaration referred to above the same shall be treated as incomplete and will be liable for rejection. In the event of furnishing wrong declaration in this behalf by the tenderer whose tender happens to have been accepted by the Employer, the Employer reserves the right to rescind the contract forthwith as soon as the fact comes to light. The Contractor shall in such case, make good to the Employer any loss or damage resulting from such cancellation, in addition to forfeiture of Earnest Money Deposit (EMD)/Security Deposit.
- IX The tenderer has to submit information regarding the contracts of similar type of work and magnitude handled by them during last five years as per format enclosed at **Annexure-III**.
- X The tenderer has to submit the Solvency Certificate obtained from a bank as per format enclosed at **Annexure-IV**.
- 3.0 After the issue of Letter of Intent (LOI), if any supporting document given by the contractor is found to be not genuine, the contractor is liable to be debarred from participation in Employer tenders for a period of Five years. Failure to produce the original certificates at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification and forfeiture of EMD. If it comes to the notice of Employer at any stage that any of the certificates/ documents submitted by applicants for enlistment or by bidders are found to be false/fake/doctored, the party will be debarred from participation in all Employer tenders for a period of 5 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 Employer any loss or damage resulting from such termination,. Contracts in operation any where in employer will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of Employer will be final and binding.
- 4.0 The tenderer should necessarily have their own office or establish an office at Visakhapatnam, for smooth co-ordination of work on day to day basis, after award of contract.
- 5.0 **After the scrutiny of the Techno Commercial Bid is carried out, price bid of the eligible tenderers will be opened in the presence of the attending tenderers.**
- 5.1 **PLEASE NOTE THAT PRICE BID WHICH DOES NOT CONTAIN THE QUOTED PRICES (IN FIGURES AND WORDS) FOR ANY OF THE ITEMS IN THE SCHEDULES 'A' TO 'D' (76 ITEMS) WILL BE LIABLE FOR REJECTION WITHOUT ANY FURTHER CORRESPONDENCE ON THIS ISSUE.**

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
GUIDELINES FOR SUBMISSION OF TENDER

1.0 Tenders shall be submitted in two bids namely i) Techno Commercial bid and (ii) Price bid. The tenders will also be opened in two stages for the above two bids. The techno commercial bid should contain

- a) The prescribed Earnest Money Deposit (EMD) in the form of Demand Draft.
- b) All pages of tender documents duly signed and stamped.
- c) Attested copies of documents as stated in the " Pre qualification criteria"

The techno commercial bid should not contain any indication of price. Price bid of only such tenderers will be opened who have strictly complied with the conditions listed for the techno commercial bid. Price bid shall contain the rates for the different items in the schedules A to D (76 items). Any remarks or changes (other than the prices), if any, made in the price bid are liable to be ignored and shall not constitute part of the offer. Price bid which does not contain the quoted rates for any of the items in the above schedules will be liable for rejection.

2.0 The tenders should be submitted in two separately sealed covers appropriately superscribed as i) Techno Commercial Bid (ii) Price bid on the respective covers and kept in one outer cover. The outer cover should be super scribed as **"TENDER FOR CLEARANCE, COLLECTION, TRANSPORTATION, UNLOADING AND HANDING OVER OF CONSIGNMENTS AT EMPLOYER STORES(OTHER THAN FERRO ALLOYS, REFRACTORIES & MINOR RAW MATERIALS) / VISAKHA STEEL GENERAL HOSPITAL, UKKUNAGARAM, VISAKHAPATNAM / ANY OTHER ZONE OF EMPLOYER FROM TRANSPORTERS GOODOWN IN AND AROUND VISAKHAPATNAM CITY AND VICE-VERSA – TENDER NO.STR/TR/2020-23/COL CON/01 DT.17/02/2020.**

3.0 The tender containing both the bids should be submitted on or before the stipulated date and time or should be deposited personally in the tender box kept in Transport Section of Stores Department of employer before the scheduled date and time for submission of tender.

4.0 The tenderer shall sign and duly affix rubber stamp on each and every page of the tender documents in token of acceptance thereof, Invitation to Tender, General Conditions of Contract, Schedules etc.. However, the signature on the tender schedule alone shall be deemed to be acceptance of all the schedule of rates, Invitation to Tender, General Conditions of Contract etc., forming part of the Tender documents.

5.0 All entries in the tender documents shall be in one ink

6.0 Any tender containing alterations or erasures are liable to be rejected unless attested by the tenderer with his full signature.

7.0 Any tender containing false information/particulars shall be liable for rejection and tenders found guilty of furnishing false information/particulars shall be debarred from any future dealings with Employer.

- 8.0 The tenderer is at liberty to be present or authorize his representative to be present for the tender opening.
- 9.0 **PLEASE NOTE THAT PRICE BID WHICH DOES NOT CONTAIN THE QUOTED PRICES (IN FIGURES AND WORDS) FOR ANY OF THE ITEMS IN THE SCHEDULES 'A' TO 'D' (76 ITEMS) WILL BE LIABLE FOR REJECTION WITHOUT ANY FURTHER CORRESPONDENCE ON THIS ISSUE.**

INSTRUCTIONS TO TENDERERS

- 1.0 Tenders shall be submitted in two sealed covers (i) Cover containing EMD and Techno Commercial Bid (ii) Cover containing Price bid super scribing thereon the description of the tender number and date of opening and type/contents of cover (i.e., Earnest Money Deposit (EMD) and Techno Commercial bid cover or Price bid cover).
- 2.0 Both the sealed covers as above should be kept in another sealed cover and the description of the tender, tender No. & date, Tender Opening Date etc., should be superscribed on the cover.
- 3.0 The offer in two separate parts shall contain the following:

3.1 TECHNO COMMERCIAL BID

This shall contain the Bankers Cheque/Demand Draft towards Earnest Money Deposit and the following.

Sl. No.	Title
1	NOTICE INVITING TENDER
2	PRE-QUALIFICATIONS CRITERIA
3	GUIDELINES FOR SUBMISSION OF TENDER
4	INSTRUCTIONS TO TENDERERS
5	SCOPE OF WORK
6	SPECIAL TERMS & CONDITIONS OF CONTRACT
7	GENERAL CONDITIONS OF CONTRACT

The tenders not fulfilling the above criteria (3.1) shall not be considered and their tenders will be summarily rejected.

3.2 PRICE BID

This shall contain the offered rates for each item in the schedule A to D (76 items) Please note that the Tenders will be received till 11.00 Hrs on 16/03/2020 at the Office of the Dy.General Manager (Stores) Transport Section, Central Stores Dept., Visakhapatnam Steel Plant, Visakhapatnam. Tenders received after due date and time are liable for rejection.

4.0 EVALUATION OF TENDER AND NEGOTIATION/Letter of Intent:

- a) The tenderer shall quote their rates in the schedules (A to D) mentioned at Annexure-V for individual items (in words and figures). In case of any discrepancy between rate quoted in figures and words, the rate quoted in words will prevail. **In case the rate is not quoted for any one of the items mentioned in schedules (A to D) Annexure-V, such offer will be summarily rejected.**
- b) After the price bid of the eligible tenderers is opened, the estimated total value of the contract would be determined by multiplying the rates quoted for each item with the respective expected no of trips/quantity per annum as indicated in the tender document price bid schedules "A-D". The tenderer has to mention their total contract value per annum as per **Annexure-VI**.
- c) In case of any error between total contract value quoted in the Schedules and sum of individual value of each item of schedules, the lower of either total contract value

quoted or sum of individual value of each item would be considered .In case total contract value quoted is lower, the difference would be adjusted proportionately on each individual item of Schedules (A to D) mentioned at Annexure-V of price bid for arriving at the individual item rate.

- d) In case of any error in arriving at the value of individual items mentioned at Annexure-V while multiplying the individual item rates with respective indicative quantities, the rate/value that is advantageous to the Company shall be considered.
 - e) RINL/VSP conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). In such case, all the technically qualified tenderers would be required to participate in the reverse e auction. Details of online bidding procedure and User manual etc shall be communicated to all the techno commercially qualified bidders at an appropriate time.
 - f) During the reverse e-auction process, the bidders shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company.
 - g) After the reverse e-auction is conducted, the sealed price bids of all the technically qualified tenderers received along with the Techno Commercial offers, irrespective of whether they have participated in the Reverse E auction or not, shall be opened within a reasonable period.
 - h) A composite comparative statement shall be made considering Reverse e-auction data and sealed price bids data of all the technically qualified bidders, based on which the final L-1 contract value will be arrived.
 - i) Finalisation of Schedule item rates shall be as follows:
 - In case the L-1 contract value is lower in Reverse E auction, then the corresponding manual sealed price bid item rates would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.
 - In case the L-1 contract value is lower in manual price bidding, the individual schedule item rates (mentioned at Annexure-V) quoted in the manual price bid shall be considered for award of contract to the tenderer. For illustrations please refer to **Annexure-VI**.
 - j) A blank price bid format (provided at Annexure-V) duly signed by the tenderer shall be submitted along with the Techno commercial Bid, as token of acceptance and familiarity to VSP's tendering system as described in the NIT.
- 4.1 However, in case on line bidding is not conducted, RINL will open the sealed price bid submitted by the bidder and process the tender as per the prevailing tendering procedures of RINL.
- 4.2 The Employer reserves the rights to negotiate as per the approved guidelines of the company after opening of the tenders. Tenderer shall not increase his quoted rates in case the employer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.

- 4.3 VSP intends to have one contractor for executing the contract work.
- 4.4 Letter of Intent/ Acceptance of tender shall be issued thereafter. After the issue of Letter of Intent (LOI)/ Acceptance of tender (A/T) , if any supporting document given by the party is found to be in-genuine, the party is liable to be debarred from participation in VSP tenders for a period of Five years. Failure to produce the original certificates at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification and forfeiture of EMD. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

5.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The tenderer shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with the submission of Tenders.

6.0 CANVASSING:

- 6.1 Canvassing in any form is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing will be liable for rejection.

7.0 QUERRIES/CLARIFICATIONS:

- 7.1 All queries/clarifications/correspondence concerning this tender shall be referred by the tenderer direct to Asst. General Manager (Stores-Transport), Central Stores Dept., Visakhapatnam Steel Plant, Visakhapatnam-530 031.
- 7.2 All tenderers are requested to take special note of the procedures and observe the same strictly.
- 8.0 The tenderers are required to quote their lowest prices after taking into account the work involved, expected quantum of work indicated in the Bill of Quantities and the maintenance of labour force as required. The tenderer is advised to take into account also all factors including any fluctuations in the market and comply with all the requirements. In particular the tenderer should take into consideration the following.
- 8.1 The contractor has to register themselves at the ESI Corporation and comply with the provisions of ESI Act, 1948 as amended from time to time.
- 8.2 The different types of contract work are indicated in the schedules. It is the prerogative of the contractor to employ labour of his choice so that the contract work is executed in a smooth and unhampered manner.
- 9.0 In case of dispute/contradictions between the instructions given herein above and the terms and conditions contained in the Special terms and General Conditions of Contract, the instructions given herein above, shall prevail.
- 10.0 In case of your inability to quote please inform us by means of letter to reach before the aforesaid due date and time for submission of tender.

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
SCOPE OF WORK

- 1.0 Successful tenderer shall be herein afterwards referred to as Contractor.
- 1.1 The employer shall mean M/s.Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam – 530 031 (AP).
- 2.0 NATURE OF WORK:**
- 2.1 Clearance, Collection, Transportation, Unloading and Handing Over of consignments at Employer Stores (Other than Ferro Alloys, Refractories & Minor raw materials) /Visakha Steel General Hospital, Ukkunagaram /Any other zone of Visakhapatnam Steel plant from transporters godowns in and around Greater Visakhapatnam and vice-versa.
- 3.0 Approximate total **quantity to be handled is 2700 MTs per annum**. However, item-wise expected tonnage/trips to be handled/executed per annum is indicated at Schedules A to D. The quantities given in Schedules A to D are indicative. The Employer reserves the right to increase/decrease the indicative quantities without effecting the terms and conditions of contract.
- 4.0 The Contractor shall be responsible for local collection of materials from and around Greater Visakhapatnam, i.e., from different road carriers, Railways, Air Cargo Complex, Ex-Works suppliers from Greater Visakhapatnam, IOCL ,HPCL, Gajuwaka etc., and vice-versa (i.e., booking of dispatch of materials of Employer with the transport agencies) including loading, unloading, sorting, segregating, counting, measuring operations, separately or as a combination of any of those operations of all goods meant for Employer as per the instructions of the Employer or his authorized representative, providing labour whenever required supervising their work etc.,
- 5.0 The Contractor shall declare the number of Trucks/Cranes etc., owned by him and provide the Registration Nos. of such Material Handling Equipment etc. The Contractor should possess minimum 02 vehicles comprising of pick ups/ LCVs (01 no) and truck (01 no.). These may be registered in Contractor's name or in the name of the individuals who are partners in the case of partnership firm or in the name of the Company. Lease Agreements for the material handling equipments for the contract period shall also considered for the purpose of ownership. Contractor shall have to mobilize and deploy all his resources for completing the collection jobs as entrusted promptly from time to time. In case it is noticed that the Contractor is engaging any of his vehicles equipments etc., for uses other than those covered under the Contract while the collection jobs are pending for completion, the Stores Dept. reserves the right to restrain the Contractor from such deployment till the pending jobs on hand are completed.
- 6.0 The Contractor shall receive instructions regarding work from the Employer or his authorised representative. Any decision on major issues or policy matters regarding transportation and handling will have to be approved by the Employer. The Contractor will have to maintain close liaison with the Employer and suppliers of the Employer and carry out the work entrusted to them with full sense of responsibility and to the best interest of the Employer.
- 7.0 The Contractor shall ensure that required number of Trucks/ LCV's/Cranes and other transporting equipment are made available at appropriate time in good condition.

- 8.0 The Contractor shall obtain well in advance necessary exemption/permission from the competent authority at his own cost. It will be entirely the responsibility of the Collection Contractor to arrange at his own cost road permits, Railway or Police permissions etc., required for the said transportation work.
- 9.0 The Contractor shall be responsible for performing all or any of the services detailed in and arising out of the contract and directed from time to time by the Employer or his authorized representative round the clock, all seven days a week, throughout the period of this contract without any additional remuneration.
- 9.1 The contract is basically a service oriented work.

10.0 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE AT THE STORES

- 10.1 The Contractor's representative shall be readily available at the Stores from 9:00 AM to 5:30 PM to receive the allotment/work Orders and instructions as necessary from time to time. If the authorized representative of the Contractor concerned is not available and there are jobs for entrusting, the material Collection jobs will be entrusted to alternate agency at the Contractor's risk and cost. All the Trucks/LCVs/Cranes and other transport equipment utilized for the transportation shall be duly registered, taxes paid regularly and maintained in sound condition with necessary permission to ply on the route stated above in accordance with Motor Vehicles Act and other Acts.
- 11.0 The Contractor shall employ competent Supervisor/representative of adequate education and experience so that counting/weighing/nomenclature etc. of the items collected/handled is correctly reflected in the unloading completion reports.
- 12.0 It shall be the responsibility of the Contractor to collect daily information about the arrival of incoming consignments from the Employer or his authorized representative or any other agencies including Railways. The Contractor shall make frequent enquiries to the agencies on hour to hour basis and find about the arrival of consignments etc. and intimate the same to the Plant site. The Contractor shall collect the Consignee copies of the LR/RR/PWB/AWB etc., from Stores/Deptt concerned/VSGH for arranging collection.
- 13.0 The Employer is not bound to provide the Contractor with any handling equipment for handling different types of materials for performance of work under the Contract. However, if any Crane/Forklift is provided by the Employer for any work, recovery of hire charges will be effected at standard rates applicable for doing the operation with Employer's Crane/Forklift. It is the prerogative of the Employer to decide whether any operation is to be done with the Employer's Crane or otherwise.
- 14.0 The Contractor shall be responsible for transportation of consignments by Road from any transport agency in Greater Visakhapatnam or any other supplier of Visakhapatnam Steel Plant or any other place in and around of Greater Visakhapatnam etc., to Employer's i.e., Visakhapatnam Steel Plant Stores near Balacheruvu, VSGH and vice-versa. Prior to unloading and after unloading the Trucks shall be taken to weighbridge to weigh the gross weight and tare weight to arrive at net weight. The loading/unloading of the consignments in different Stores locations of employer, including sub-Stores shall be the responsibility of the Contractor.
- 15.0 The freight charges, and other charges on the consignment levied by the carrier, shall be paid in cash by the Contractor which will be reimbursed within seven days by Stores Deptt of the employer on submission of the relevant stamped cash receipts

from the carriers, by cheque. The consignments against the LR collected from employer shall be collected within three days from the date of receipt from Stores Dept. of Employer. Any demurrages incurred due to delay in collection shall be borne by the Contractor.

- 16.0 Under no circumstances, the damaged consignments shall be taken delivery by the contractor. Communication regarding the damaged consignments against the carriers receipts shall be informed to the concerned Stores Executive of employer for arranging open delivery and collected from the carrier as directed.
- 17.0 The consignments so collected from different carriers shall be delivered at Employer's Central Stores Dept in different stores sections on day-to-day basis. Under no circumstances the consignments shall be left behind after collection by the Contractor. The Contractor shall hand over the consignment so collected in different sections of Stores Departments of employer on delivery challans and submit the same to the Manager (Stores-Receipts) after obtaining Day Book Nos. without any qualifying remarks duly countersigned by the Stores Executive of the concerned Stores section of Employer to enable passing the bills.
- 18.0 In case of any damages/shortages after taking delivery of the consignments from the carriers godown the amount (value) towards the shortage/damage shall be borne by the Contractor only.
- 19.0 In respect of consignments which are to be transported by road as per the directions of the Employer, the Contractor shall assume the entire responsibility of transportation. For this purpose Contractor shall provide the required number of trucks within two days of notice by Employer or their authorized representative. If the Employer has to incur any extra expenditure due to non placement of required trucks in time by the Contractor, such extra expenditure incurred on account of delay shall be debited to the Contractor. The Employer shall have the option to advise one or more than one Contractor at his discretion to place the required number of trucks for transporting the materials. Due care must be taken by the Contractor while loading and unloading of the consignments at their own cost and damages, if any, shall be the responsibility of the Contractor.
- 20.0 The Trucks, Tractors and other Transporting equipment utilized for the transportation shall be duly registered, taxes paid regularly and maintained in sound condition with necessary permission to ply in the route in accordance with Motor Vehicles Act or any other Act, in force. Necessary RC book shall be produced in proof of owning the vehicles either in the Contractors name, or in the name of the partner/contractor/3rd parties under lease agreement as stated at 5.0 above.
- 21.0 The Contractor shall not carry any materials belonging to other parties along with Employer's (Visakhapatnam Steel Plant's) materials.
- 22.0 Any transshipment of materials from the lorries/trucks/ (loaded at the loading points) is not permissible excepting in case of a breakdown en-route. All costs arising out of such transshipment will be to the Contractor's account and the Contractor shall be responsible for any shortage or damage to the materials arising out of such transshipment. The Contractor shall inform the authorized representative of the Employer about such transshipment before the material is unloaded at the destination.
- 23.0 The Contractor shall provide tarpaulins, ropes, dummies, packings, etc., for proper protection of consignments against rain, wind and jolting on the way and all losses resulting will be to the account of the Contractor.

- 24.0 The Contractor shall carry and convey the materials with sufficient care and all materials shall be considered to be in his possession and custody until such time the materials are carried to and received by an authorized representative of the Employer at the destination and a certificate stating that the materials have been delivered in good condition shall be obtained from such authorized representative on the Challans. Payment will be made to the Contractor only when the Bills are supported by such Certificates/Certified Challans.
- 25.0 Any damages/losses/shortages that may be suffered or incurred by the Employer on account of non-fulfillment of any or all of the obligations of the Contractor, shall be realized from the Contractor without prejudice to other rights and remedies. The decision of the Employer in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contractor.
- 26.0 If a driver or any staff of the Contractor indulges in unauthorized movement of materials or in any other activity which is punishable under law and is not authorized by the Employer, the Contractor will bear the full responsibility for the loss and other consequences, which may result to the Employer due to such illegal/unauthorized acts besides the action to terminate the Contract by the Employer the risk and cost of contractor.
- 27.0 In case of accident or injury or damage caused by the Contractor's vehicle or staff to any property of Employer, the financial responsibility to compensate will be borne solely by the Contractor and this amount may, at the discretion of the Employer be recovered from the Contractor or from the bills or Security Deposit or other deposits or other bills of the Contractor.
- 28.0 After unloading and stacking of all drums from the Trailers, the Contractors shall put the paint mark, its description, Day Book No. etc.

29.0 PENALTY CLAUSE

- 29.1 The contractor should ensure collection of consignments within 5 days from the date of receipt of LR from the representative of the employer. From 6th day onwards 2% of the collection charges will be levied as penalty per day for non collection of the consignments from transporters godown subject to a maximum of 10 %. In case the delay in collection of material was due to the reason that the material did not reach transporters godown, an endorsement to that effect may be obtained from the transporter.
- 29.2 The Contractor should ensure to place vehicle for loading of consignment at Central stores within 48 hours of requisition from representative of employer. Non placement of vehicle within 48 hours from the requisitioned time will attract penalty of 2% of the transportation charge per day from 5th day onwards subject to a maximum of 10%.
- 29.3 The Contractor shall book the consignments with our authorised transporter for onward transportation / Handing over to the suppliers located in and around Greater Visakhapatnam city within 3 days from the gate pass date including gate pass date. In case of delay in handing over of material to the transporter/supplier beyond 3days, 2 % of the collection charges will be levied as penalty per each day from 5th day onwards subject to a maximum of 10%.
- 29.4 In the event of non performance of the job in stipulated time as per contract, employer reserves the right to get the job carried out by alternative means and any extra expenditure incurred by employer will be recovered from the Contractor or from the running bills of the contractor.

- 29.5 In case of noncompliance of any other provisions stipulated in the terms and conditions of the contract, the penalty of Rs 500/- to Rs 1,000/- shall be imposed per complaint/instance/case and non refundable recovery of the same shall be made from the RA bills or any other amount payable to the contractor. Decision of the ECI in this regard shall be final and binding on the contractor. No claim what so ever on this account will be entertained further.
- 29.6 In case the contractor becomes a continuous defaulter by not-complying with the statutory/contractual terms repeatedly, stringent action will be taken against such contractor which may include termination of the contract.
- 29.7 In case of non-payment/delayed payment of wages to the workers by the contractor/Agency, an amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills of the contractor as certified by the representative of RINL/ Engineer.

If the contractor fails to pay wages within the stipulated time i.e, by 7th working day of the subsequent month, a penalty up to 1% of the gross wages (Basic, DA & Over time if any) of the workers will be levied for every day of lapse subject to the 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.

30.0 UNLOADING OF CONSIGNMENT CASES, OIL DRUMS:

- 30.1 Unloading shall be done as directed by the Employer or his authorized representative and the consignment shall be handed over to the Employer or his authorized representatives specifying full details of actual receipts.
- 30.2 The Contractor shall employ adequate/appropriate tools tackles, ropes, shackles, tripods etc. and labourers so that unloading shall be done safely without damaging the material handling equipment or any property belonging to the Employer.

31.0 STACKING OF OIL DRUMS:

- 31.1 The Contractor should stack the oil drums as directed by the Employer and not to the convenience of the Contractor.
- 31.2 The stacking yard at the Stores or any other place allotted for the purpose shall be conditioned by the Contractor as instructed by the Employer or his authorized representative at their own cost. The expenditure involved in conditioning the site including spreading the dunnage material is deemed to be included in the rate.
- 31.3 The unloaded drums shall be carefully taken to the place of stacking. On no account the materials shall be stacked directly on the ground. The Contractor shall make use of wooden pallets or steel sleepers as dunnage to be supplied free, by the Employer or his authorized representative and stack the drums in 9.0 Clock X 3.0 Clock position in an orderly manner as per the stacking plan issued or as instructed by the Employer or his authorized representative. The Contractor shall collect and carry the dunnage, lay them properly before stacking the materials.

- 31.4 If the stacking is not done as per the instructions of the Employer or his authorized representative, Collection charges will not be paid for such consignments.
- 31.5 The stacking of unloaded drums shall be done within 24 hours of their unloading. The Employer can however reduce/restrict the time limit of 24 hours to 4 hours in case of special items.
- 31.6 *The above operation will be operated in emergency only as requested by the Employer.*

32.0 GENERAL PRECAUTIONS WHILE HANDLING THE MATERIALS

- 32.1 The instructions given on caution labels on the packages such as 'Handle With Care', 'This End Up' etc. shall be carefully followed.
- 32.2 No other packages shall be placed on the top of the crates containing fragile goods.
- 32.3 Materials shall not be 'dumped' on the nearest available space in an untidy manner.
- 32.4 The heavy cases shall never be placed directly on the floor. Suitable blocks, rails or scantling shall be used so that forks of lifting equipment can be inserted easily or slings can be fitted without any difficulty.
- 32.5 In the case of materials which are likely to get damaged/deteriorated during rains etc. the Contractor shall protect them with tarpaulins and take all precautions to see that the materials are not damaged. The tarpaulins will be made available to the Contractor by the Employer or his authorized representative.
- 32.6 Refractory materials or any items which would be spoiled by moisture should not be unloaded/loaded during rains.
- 32.7 The Contractor shall exercise due diligence and care, take all precautions to safeguard the materials coming into their care during course of the business, utilize suitable handling equipment, engage and depute sufficient labour and supervisory staff at the required places of work.
- 32.8 The Contractor shall protect all existing plant, buildings, structures, installation, equipment etc. against damage during handling of materials.
- 32.9 Any damages/losses that may be suffered or incurred by the Employer on account of non-fulfillment of any or all the obligations of the Contractor, any delayed action and acts of commission or omission attributable to the Contractor or their employees resulting in demurrage, detention charges etc. shall be realized from the Contractor without prejudice to other rights and remedies. The decision of the Employer in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contractor.
- 32.10 All materials, equipment issued by the Employer shall be suitably protected and carefully handled by the Contractor and shall be returned to the Employer or his authorized representative in proper/acceptable condition as directed by him at the Contractor's cost.
- 32.11 The Contractor shall at all times observe all necessary safety precautions during the execution of work. They must also wear all the necessary safety appliances viz., safety shoes, helmets, hand gloves etc., while executing the job. The safety appliances will be provided by the Contractor to his employees at his own cost. It shall be the

responsibility of the Contractor to ensure that all safety rules are followed by his employees. If fails all the above, the bills of the Contractor will not be processed for payment unless a certificate from employer's Safety Engg. Department to the effect that all his employees and workers employed by him have undergone the Safety Induction Training programme.

- 32.12 If the work has to be carried out adjacent/very near to the existing switch yard or electrical installation which is alive, the Contractor shall ensure suitable safety precautions in consultation with concerned authorities.
- 32.13 The Contractor shall at all times observe and abide by all security regulations prevailing from time to time.
- 33.0 The Contractor shall maintain separate accounts for the consignments handled by them under the contract and shall furnish to the Employer or his authorized representative statements or reports pertaining to the contract as and when required by him in the pro-forma prescribed by him.
- 33.1 The Contractor shall abide by all the instructions that may be given to them from time to time by the Employer or his authorized representative. The Contractor shall always be bound to act with diligence and to use skill and to make compensation to the Employer in consequence of the neglect, want of skill or misconduct of themselves or their servants and agents.
- 33.2 The Employer shall have no liability to any stoppage caused in the work resulting in the vehicles/equipment/labour of the Contractor being idle due to no fault of the Contractor or due to the breakdown of equipment supplied by the Employer or due to the flow of work not being continuous etc.
- 33.3 The Contractor shall be fully prepared to work simultaneously at different locations in the plant site.
- 33.4 Any consignments belonging to employer, though not booked in the name of the Employer shall be deemed to be automatically covered under the scope of work.
- 33.5 Allotment of work shall be the sole discretion of the Employer or his authorized representative who shall decide from time to time.

34.0 DEMURRAGE / WHARFAGE CHARGES

- 34.1 The Contractor shall be responsible for all demurrage/wharfage, detention charges and such other charges suffered by the Employer due to the Contractor's failure to clear and collect the consignments from transporters go-down, Railway go-down shed, oil terminals etc.

35.0 HANDLING OPERATIONS

- 35.1 The Contractor shall liaise with the employer's shop floor manager of all zones/department in addition to Manager (Stores) to get the instructions for unloading and stacking the materials.
- 35.2 The Employer neither assure nor guarantee any quantum of work load and quantities indicated in the Invitation to Tender are only indicative.

36.0 CLEARANCE, COLLECTION OPERATIONS

- 36.1 The operation of collection, loading, transportation from loading point, handing over in employer's Stores/ VSGH/Any other zone and vice versa in the case of dispatches should be taken as a combined operation and shall be paid as per schedules ***except for loading activity. In case of loading activity, payment to be effected subject to certification from the carrier/supplier/employer as applicable to that extent.***
- 36.2 The contractor shall, if required, liaise with the employer's shop managers of each zone including VSGH in addition to Managers in stores to get the instructions for collection and handing over of materials and also booking from employer to Transporters go-down/local supplier for onward transportation/handing over of materials/ items
- 36.3 Under no circumstances the damaged consignments shall be taken delivery by the contractor. Communication regarding damaged consignments against the carriers receipts shall be informed to the concerned stores executive for arranging open delivery and collect from the carriers as directed.
- 36.4 In case of emergency, the Contractor shall bring his own Personnel, Cranes/forklifts for loading/ unloading/stacking operations.

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 RATES:

- 1.1 The tenderer may inspect the sites of work and satisfy himself of the conditions of sites, conditions of work and may collect any other information which he may require before submitting the tender. Claims and objections due to ignorance of conditions of sites will not be considered after submission of the tender.
- 1.2 Rates shall be quoted for the scope of work mentioned at Schedules A to D. The rates quoted shall be deemed to be inclusive of the cost of labour, adequate and appropriate tools, tackles, ropes, slings, tripods, transport equipment etc., and all other costs for discharging all the obligations under the contract. The schedule of rates shall not vary due to any reason whatsoever except on account of diesel cost & minimum wages (revised twice per year) and as per the rate variation Clause (2.0).
- 1.3 In quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in the market rates.
- 1.4 Rates for each item in the tender shall be quoted in Rupees and paise only. Tenderer shall quote the rates in figures as well as in words in English, the rates and amounts tendered by them. In case of any difference in the rates quoted in figures and in words, rates quoted in words will prevail. In case of any discrepancy between rate and amount, the rate will govern. Any correction in rates or total amount shall be in words only.
- 1.5 If the contents of the covering letter are to be considered as part of the quotation, this should be specifically mentioned by the tenderer. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of these conditions will be added for comparative evaluation of tenderers.
- 1.6 Tenderer should quote rates against the items in the tender schedule A to D for the work as fully described and contained therein.
- 1.7 The schedule of rates shall not vary due to any reason whatsoever except on account of diesel cost & minimum wages (revised twice per year) and as per the rate variation Clause (2.0). The tender and rates quoted shall be kept valid for a period of 120 days from the tender opening date.

2.0 RATE VARIATION:

- 2.1 The freight rates consist of 60% as fixed and (10% & 30%) as variable. The adjustment of escalation/de-escalation in freight is applicable on the variable component only, in line with the change in minimum wages as notified by Central Government & diesel price. The contractor has to produce the diesel price from IOC dealer at Visakhapatnam on month to month basis in support of the claims.
- i) For item under schedule "A to D" of the contract the revised rates shall be as under, considering labour component as 10%

$$P1 = P0 \times [0.60 + (0.10 \times X1/X0) + (0.30 \times F1/F0)]$$

Where,

P1= Revised Rate

P0= Existing Rate

X1= Prevailing minimum wage for Semi-skilled worker as notified by Regional Labour Commissioner (Central)

X0= Prevailing minimum wage for Semi-skilled worker as notified by Regional Labour Commissioner (Central)

F0= Last revised retail price of diesel at IOC dealers outlet at Visakhapatnam.

F1= Next revised retail price of diesel at IOC dealers outlet at Visakhapatnam as on the last day of the calendar month.

F1/F0 = 1, if there is no revision in retail price of diesel.

X1/X0 = 1, if there is no revision in rates of minimum wages for Semi-skilled workers.

NOTE: 1) As and when the Central Minimum Wages, Fuel Prices undergo change the revised rates for various items shall be arrived as per the above formulae.

2) The increased/decreased diesel rates on last date of a previous month shall be applicable from the 1st of the following calendar month.

3.0 TENURE OF THE CONTRACT:

3.1 The Contract period shall be for three years with effect from date of contract/issue of LOI. However, at the end of every year, the performance of the contractor shall be reviewed and only if found satisfactory, the contract shall be further extended for the 2nd year & 3rd year.

4.0 EARNEST MONEY DEPOSIT(EMD):

4.1 The Bid must be accompanied by earnest money in the form of a Bankers Cheque/Demand Draft drawn on any Scheduled Commercial Bank payable at Visakhapatnam, in favour of "RASHTRIYA ISPAT NIGAM LTD", VISAKHAPATNAM STEEL PLANT for an amount of **Rs. 17,500/- (Rupees Seventeen thousand Five Hundred only)**. The earnest money shall be kept deposited and shall remain undischarged for such period as may be specified for keeping the tender open. The earnest money shall not earn any interest. If the tenderer after submitting his tender fails to accept the Work Order/Acceptance of Tender, the EMD shall be liable to be forfeited. Tenders not accompanied by EMD shall not be considered. Bankers Cheque/Demand Draft of Co-operative Bank are not acceptable.

4.2 On acceptance of the tender, but not earlier than the expiry date of the period for which the tender is kept open, the earnest money will be returned to the unsuccessful tenderers.

4.3 The Earnest Money Deposit shall be kept in VSP's possession till such time that contract is finalized. EMD shall be returned immediately only to the unsuccessful tenderer. Earnest Money Deposit shall be returned to the successful bidder on acceptance of contract and submission of Security Deposit.

5.0 SECURITY DEPOSIT:

- 5.1 On the tender being accepted by the Employer an agreement in respect of the Contract will be signed and executed by and between the Employer and the successful tenderer. The Contractor shall also be required to deposit within two weeks of acceptance of his tender, an amount equivalent to 5% of the Contract value for the whole contract period as Security Deposit with the Employer in the manner indicated in the Article 5 of the General Condition of Contract. Should the successful tenderer fail or refuse to duly sign the agreement or furnish the Security Deposit within the period fixed by the Employer the EMD shall be forfeited without prejudice to his being liable for any further losses or damage, incurred consequence by the Employer.

6.0 INSURANCE:

- 6.1 The successful tenderer shall provide all insurance as per Article 22 of the General Conditions of Contract and submit the copies to VSP as indicated below:
- a) Copy of the Registration Certificate issued by Employees State Insurance Corporation indicating their Employee's State Insurance code number under Employee's State insurance Act, 1948 covering all the workmen under the Employees State Insurance Scheme, which shall be the effective from the date of start of contract for the entire period of contract including extended period, /defect liability period, if any, as per the provisions of the Employees State Insurance Act, 1948, as amended from time to time. The contractor shall strictly implement all the provisions provided in the Act for all the covered workers engaged by him.
 - b) In case, the Employees' State Insurance Act, 1948 is not applicable by any reason, the Workmen's Compensation Act, 1923 is applicable for the workmen engaged by the Contractor for such employee engaged by the contractor. In such case the contractor is required to submit insurance policy under the Employee's Compensation Act, 1923 before commencement of the contract.
 - c) The monthly remittances and half yearly returns are to be made on-line as per the guidelines of ESI authorities, w.e.f April 2011.
- 6.4 The Contractor shall take a Group Personal Accident Insurance (GPAI) Policy covering ex-gratia amount of Rs.5,00,000/- (Rupees Five Lakhs only) per head for deaths arising out of accidents on duty to the Contract Labour engaged by him. This insurance is in addition to the statutory insurances under the provisions of the Employees State Insurance Act, 1948 / Employees Compensation Act 1923, Public Liability Insurance Policy(Third Party Insurance) or any other insurance taken by the contractor or any other agency to cover the workmen. The agency shall update the said insurance policy from time to time as per RINL/VSP rules. As and when a fatal accident takes place, Contractor is required to pay the total insurance amount within 30 days from the date of accident.
- 6.5 The contractor shall be conversant with all the legislations of the respective statutory acts and they shall comply fully. The same has to be confirmed in writing as at Annexure-I.

- 6.6 On award of the contract, before starting operation, the contractor should also take insurance coverage over all the consignments being transported from the local transporter's godown upto employer stores, other zones of employer, VSGH also for a minimum of Rs.5,00,000/- against theft or loss of material due to any other reason for the total contract period.

7.0 TRANSIT RISK:

- 7.1 This is also applicable for goods booked from employer for handing over to local supplier/transporters godown for onward transportation. Employer shall not be responsible for any damage to vehicles/ persons. In case of the explosive nature of materials, the Contractor will have to take the insurance policy giving coverage against risk of damage to materials/persons of employer. A copy of such Policy shall be handed over to employer before starting of the execution of Contract. Notwithstanding above, employer reserves the right to recover sums against any loss/damage due to negligence of Contractors personnel.

7.2 VALIDITY OF TENDER :

The tender and the rates quoted shall be deemed to remain valid for acceptance by RINL/VSP for a period of four months from the date of tender opening or reverse e-auction whichever is later.

8.0 TERMS OF PAYMENT:

- 8.1 Subject to any deduction which the Employer may be entitled to make under the Contract, the Contractor shall be entitled to payments generally as follows:
- 8.1.1. Payment will be made for the completed item of work. Contractor has to submit the bill once in a month for the work completed in previous month.
- 8.1.2 Payment for all completed items of work will be effected against the Contractor's monthly bills duly certified by the authorized representative of Employer on 30th day from the date of submission of clear bill complying with the terms and conditions of contract in all respects. However, no claim shall be entertained from the Contractor if for any reasons payments are delayed. The Contractor shall obtain the work completion certification within three days of completion of work from the officer of the Employer who has requisitioned the work.
- 8.1.3 The Contractor shall maintain proper account of the consignments collected, transported and handled such as particulars of trucks, trailers etc. unloaded materials, Stacked consignments etc., and the contractors shall make out appropriate documents in the pro-forma prescribed by the Employer within 24 hours of completing the work. All the copies of the documents shall be handed over to the authorized representative of the Employer who will retain sufficient copies with him and return the balance of the copies to the Contractor after making suitable endorsement.
- 8.1.4 The bills for the transportation charges shall be prepared by the Contractor in triplicate in approved format on the basis of accepted schedules of rates for the actual operations performed and in the manner prescribed by the Employer and submitted fortnightly along with the Certification by the Officer of the Employer who has requisitioned the work. The copies of the relevant documents shall be submitted along with the bill. The bill shall be submitted within 15 days from the date of completion of work. All bills along with certification as aforesaid should be submitted to the Manager (Stores-Collection Cell), Central Stores Dept., of employer (Visakhapatnam Steel Plant), Visakhapatnam-31.

- 8.1.5 The weight for which payment shall be claimed should be based on the weight recorded at the Employers weighbridge. Where such a course is not adoptable for any reason the following procedure shall be followed. For materials procured on sectional weight, bills shall be paid on sectional weight and in the case of materials procured on actual weight; bills will be paid on the basis of RR/LR weight (Actual). In respect of consignments taken possession after obtaining short certificate, the weight for which bills will be raised shall be the actual weight received. Wherever the actual weight is not available bills will be paid on the basis of theoretical/ calculated weight.
- 8.1.6 In case of voluminous and bulky consignments weighing less than 9 MTs but occupying full space of a 9 MT load truck payment shall be on FTL basis based on certification by Stores Executive as "VOLUMINOUS AND BULKY CONSIGNMENT – FULL TRUCK LOAD NO FURTHER SPACE TO LOAD ANY OTHER MATERIAL"
- 8.1.7 Hamali / Handling charges will not be paid on any consignment to the contractor.
- 8.1.8 No extra items other than those provided in the scope of work shall be done by the Contractor unless authorized to do so in writing by the Employer or his authorized representative. For any such item of work executed as per the written instructions, the rates will be mutually agreed upon or as derived from the accepted rates wherever possible on the basis of which payment will be effected.
- 8.1.9 All payments to be made to the contractor under this contract shall be made through e-payment viz., RTGS/NEFT etc. mode of payment only within stipulated time (i.e., 30th day) from the date of submission of clear bills) after certification by the employer of his authorised representative.

9.0 SAFETY REQUIREMENTS:

- 9.1 The Contractor shall at all times observe all necessary safety precautions during the execution of work. All the employees of the Contractor must undergo Safety Induction Training Programme from employer Safety Engineering Dept. before they are deployed for their jobs. They must also wear all the necessary safety appliances viz., safety shoes, helmets, hand gloves etc., while executing the job. The safety appliances will be provided by the Contractor to his employees at his own cost. It shall be the responsibility of the Contractor to ensure that all safety rules are followed by his employees. The bills of the Contractor will not be processed for payment unless a certificate from employer's Safety Engg. Dept. to the effect that all his employees and workers employed by him have undergone the Safety Induction Training Programme is submitted. The Contractor shall ensure Safety Precautions in Material Handling as enlisted below.
- a) Stand at a safe distance from the load.
 - b) Keep hands away from Pinch Points.
 - c) Do not stand, walk or work beneath any suspended loads.
 - d) Ensure that hammers have their head securely fitted to their handles with wedges etc.
 - e) When a person performs hammering operation on a work piece while it is held by another person the following points are to be observed:
 - i) There should be proper coordination between them.
 - ii) The person holding the job should not hold it with hands, he should use tongs.
 - iii) The person holding the job should not be opposite to the person hammering.
 - f) Inspect your tools before start of work and discard defective tools.

- g) For handling heavy loads with complex shapes, the techniques of handling should be as per manufacturer's recommendation or properly selected rigging method.
 - h) Slings should have adequate capacity for lifting the load.
 - i) Keep safe sling angle to avoid sling failure.
 - j) Use protective sling angle to avoid sling failure.
 - k) Do not roll loads over with sling.
 - l) Do not drop chains/slides from height.
 - m) Signal man should stand in a place where he can see the crane operator and load.
 - n) Use tested slings by a competent person.
 - o) Physical inspection of wire ropes/chains is must.
 - p) Use safe body posture for manual material handling.
 - q) Use Personal Protective Equipment.
 - r) Do not lift cylinder by magnets.
 - s) Do not roll cylinders on floor.
 - t) Avoid rolling gas cylinders, transport them by proper trolleys.
 - u) Mobile Cranes: Do not lift excess loads, more than the safe working load for the boom Length and the radius to prevent toppling.
- 9.2 In case the Contractor fails to issue Personal Protective Equipments (PPEs) to the labourers engaged by the contractor, the PPEs will be issued by the Employer and the cost incurred will be recovered from the running bills of the Contractor.
- 9.3 If the work has to be carried out adjacent/very near to the existing switch yard or electrical installation which are alive, the Contractor shall ensure suitable safety precaution in consultation with concerned authorities of employer.
- 9.4 The Contractor shall at all times observe and abide by all security regulations prevailing from time to time.
- 9.5 As per the rule, the maximum safe axle laden weight in respect of different vehicles is as given below:
- | | |
|-----------------------------------|------------|
| Single axle (single sheet fitted) | 3.0 Tones |
| Single axle fitted with 2 tyres | 6.0 Tones |
| Single axle fitted with 4 tyres | 10.2 Tones |
| Tandem axle fitted with 8 tyres | 19.0 Tones |
- 9.6 The maximum safe laden weight shall not be more than sum total of maximum safe axle weight put together. The maximum gross weight of two axle conventional trucks shall be 16.2 tones.
- 9.7 No claim of any Contractor/truck operator will be entertained where there is documentary evidence that load in excess of prescribed limit has been carried per vehicle per trip.
- 9.8 The contractor/agency shall take adequate safety precautions 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.
- 9.9 The contractor must adhere to all the applicable statutory laws pertaining to safety, health and environment.

- 9.10 All motor vehicles used for transporting material/machinery etc. should have polluted control certificates and the same should be submitted at the time of obtaining gate passes. A copy of the same must be exhibited/pasted on the vehicle also.
- 9.11 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.

10.0 LIABILITY OF CONTRACTOR REGARDING LOSS, DAMAGES ETC.:

- 10.1 If and when any expenses such as detention charges, demurrage charges which are avoidable are incurred or losses to stores or losses of claims for compensation from carrier or Insurance Company or other authority are occasioned on account of their negligence or failure to exercise all care, diligence and economy, the employer can after giving the contractor an opportunity to explain at his discretion required the Contractor to reimburse the Employer with whole or any part of such expenses. If such reimbursement is not done immediately by the Contractor, the amounts which have been spent on account of the Contractor's negligence etc. shall be recovered from the running bills of the Contractor. The assessment of losses and the amount to be reimbursed or recovered etc. as determined by the Employer shall be binding on the Contractor.
- 10.2 It shall be understood that simply because an amount/quantum of loss is under dispute, it would not debar the Employer from recovering it from the running bill of the Contractor. If later on, it is decided that it was not correctly recovered the amount will be refunded.
- 10.3 In the event of the loss of controlled materials, under his custody the Contractor shall be liable to pay 100% extra over the invoice value. For other materials actual invoice value plus 50% will be charged. In case of damage, the amount will be decided by the Employer or his authorised representative which shall be final.
- 10.4 In the case damages to the Cast Iron Pipes, other than those covered by damage certificate from the concerned Railway Authorities, the loss shall be recovered from the Contractor as specified below:
- a) If the socket of the pipe is damaged 150% of full cost including cost consumables, repair charges, labour charges etc, of the pipe shall be recovered.
 - b) If any other portion of the pipe is damaged, 150% of full cost including cutting charges, cost of the damaged/unserviceable portion of the pipe (cracked portion + 6" margin) repair charges, labour charges etc shall be recovered. The cutout/damaged portion of the pipe for which cost is recovered shall be the property of the Contractor.

11.0 TAXES:

- 11.1 The Contractor shall pay all taxes other than GST, duties, charges or levies which may be assessed, imposed or levied upon any amount realised by him or his employees under Contract.
- 11.2 Income Tax and other taxes and levies if leviable, shall be borne by the Contractor. The Contractor shall be responsible to furnish Income Tax Declaration and file returns with respective Income Tax Authorities, as required under the Income Tax Act.

11.3 Any Income Tax and taxes and levies which the Employer may be required by law to deduct, shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the Employer shall provide the Contractor tax deduction certificate.

11.4 GST, if applicable, shall be borne by the Employer.

12.0 CAPACITY OF TENDERER:

12.1 TECHNICAL CAPACITY:

12.1.1 The tenderer shall possess vehicles as detailed in "Prequalification Criteria". The tenderer shall furnish the documentary evidence in regard to experience along with the requisition for issue of tender documents as mentioned in the Pre Qualifications Criteria.

12.2 LEGAL CAPACITY:

12.2.1 The Tenderer shall be competent and authorised to submit tender and/or to enter into a legally binding contract with the employer. He should also comply with the legal requirements for carrying out the contract work like labour licence, PF certificate, ESI Registration as indicated in the " Prequalification Criteria "

12.2.2 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the employer, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

13.0 FINANCIAL CAPACITY:

13.1 The tenderer shall be financially in a position to fulfill the contractual obligations offered to be undertaken by him in line with the solvency certificate by Bank/ Chartered/Cost Accountants certificate for Turnover etc. detailed at "Prequalification Criteria" .

14.0 LABOUR LICENCE:

14.1 The agency shall obtain necessary License from the competent authority under the Contract Labour (Regulations Abolition) Act 1970 and department of Labour, Govt. of India or from the appropriate labour Deptt./ Govt. applicable from time to time. The agency should produce copy of such License before start of the work latest within 15 days from the date of award of contract. On his failing to do so, the contract shall automatically come to an end immediately on the expiry of such time limit and earnest money / security deposit shall stand forfeited".

15.0 Labour Rules:

In respect of all contract labour directly or indirectly employed in works, the agency shall comply with all legislations and rules of state and/or central Government or the local authority as the case may be including those governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for the labour employed. The contract labour (Regulation Abolition)Act 1970 and rules framed there under by the appropriate Government, The minimum wages Act, 1948, payment of wages Act,1936, Employees Provident Funds and miscellaneous provision Act 1952, Employees State Insurance Act 1948/ Employees Compensation Act1923, Industrial Disputes ACT,1947, Child Labour (Prohibition and Regulation ACT,1986 and maternity benefit act,1961 and Andhra Pradesh labour Welfare Fund Act,1987 and other statutes and amendment thereof and other statutory obligation with regards to the fair wages, welfare amenities and safety measures, maintenance of registers etc. will be deemed to be a part of the contract.

- 15.1 Submission of labour Returns:** The agency shall furnish to RINL/VSP a copy of Half yearly returns in the Form XXIV prescribed under the Contract labour (R&A) Act 1970 and the rules framed there under by the appropriate Government. Further the agency shall furnish the details such as name and address of the contract, Period of the contract, nature of work, work order no and date, Department /Zone, Maximum no of workers employed, Number of days worked and no of Man-days worked for every calendar year to RINL/VSP at the end of the calendar year/ on completion of the work.

16.0 NOTICES ON BEHALF OF THE EMPLOYER:

- 16.1 Notices and certificates on behalf of the Employer in connection with the contract may be given by duly authorised representative of the Employer, whose name shall have been previously communicated in writing to the Contractor.
- 16.2 The Employer reserves the rights to issue addenda to the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the documents submitted with this Invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorised representative and the addendum so issued shall form part of the original tender.

17.0 RIGHTS OF EMPLOYER:

- 17.1 The Employer reserves the right (i) of placing the contract simultaneously or any time during the currency with one or more tenderer/and/or by negotiation appoint some other Contractor accordingly (ii) of appointing any other Agency for any service referred to in the contract to meet an emergency if the Employer or his authorised representative (whose decision shall be final) is satisfied that the Contractor is not in a position to render specific services within the period in which such services are required. Appointment of another Contractor by employer shall be at the risk and cost of the contractor. Additional cost/expenditure, if any, incurred by employer shall be recovered from the contractor.
- 17.2 Any loss arising on account of engaging other contractors due to failure of the contractor shall be recovered from the contractor or from the running bills or from the security deposit in case amount is not sufficient against running bills.
- 17.3 The Employer also retains full discretion to allocate work among other Contractors. The quantum of work allocated to contractors from time to time would be completely at the discretion of the Employer.

- 17.4 The mere mention of any item of work in this contract does not by itself, confer a rights on the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.
- 17.5 It cannot be guaranteed that materials will arrive uniformly during the period of the contract for the purpose of handling and transportation and the contractor shall be ready to work under such and/or any circumstance without claiming any extra charges for the same.
- 17.6 The contractor should not mix the city and Gajuwaka consignments. They should be collected and claimed separately.

18.0 GENERAL

- 18.1 **Labour Deployment:** Only trained, experienced, safety induct workers acceptable to the Representative of RINL/ VSP/Engineer shall be engaged on this work and work shall be executed as per the specification to the satisfaction of the Representative of RINL/VSP/Engineer.
- 18.2 **Industrial Relations:** The contractor shall ensure peaceful industrial relations environment in their respective work spot and take all precautionary, preventive and corrective measures for ensuring the same.
- 18.3 **Age Limitation:** The contractor shall not engage or continue to engage the contract workers who have completed 60 years of age. Gate passes of such workers shall not be renewed. For this purpose, the contractor shall obtain age proof of the respective workers and maintain a record.

19.0 JURISDICTION:

- 19.1 The Courts at Greater Visakhapatnam shall only have jurisdiction for adjudication of all questions/claims/disputes/differences of any kind whatsoever arising under or in connection with the terms and conditions of any general/special conditions of the Contract.

20.0 ARBITRATION:

- 20.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon, or in relation to or in connection with the Contract, other than those for which the decision of Employer or his authorised representative is by the contract depressed 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 the adjudication of Sole Arbitrator to be nominated by the Chairman-Cum-Managing Director, of employer i.e., Visakhapatnam Steel Plant, Visakhapatnam. In case the designation of the Chairman-Cum—Managing Director is changed, or his office abolished, the Officer who for the time being is entrusted with the function of the Chairman-Cum-Managing Director, Visakhapatnam Steel Plant by whatsoever designation such Officer is called shall nominate the Sole Arbitrator to adjudicate upon the disputes, and there shall be no objection to any such nomination/ appointment that the Sole Arbitrator is an Officer/Employee of the Visakhapatnam Steel Plant.
- 20.2 Officer nominated by the Chairman-cum-Managing Director, of employer i.e., Visakhapatnam Steel Plant, shall be the sole Judge to decide the questions/claims/disputes/differences referred to him for Arbitration and his decision shall be final and binding on both the parties. The venue of Arbitration

shall be the Registered Office Premises of the employer i.e., Visakhapatnam Steel Plant, Visakhapatnam.

- 20.3 Work under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Employer shall be withheld on account of such arbitration proceedings, subject matters thereof.
- 20.4 The venues of the arbitration shall be the place/office from which contract has been awarded or such other place, the Employer at his discretion may determine.
- 20.5 The provisions of Arbitration & Conciliation Act, 1996 and the Rules there under and all Statutory Modifications thereof shall govern such Arbitration proceedings and shall be deemed to apply to and be incorporated under this Contract.
- 20.6 The Arbitrator's fee expenses and all other costs and other expenditure relating to holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the advocate and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the Arbitrator give a specific award in respect of costs, then it would prevail.
- 20.7 In case of any deviation / difference between Special Terms & Conditions of Invitation to Tender and General Conditions of the Contract, Special Terms & Conditions of Invitation to Tender will prevail.

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM
GENERAL CONDITIONS OF CONTRACT

1.00 DEFINITION:

The following terms or expressions, as used in these "GENERAL CONDITIONS OF CONTRACT" and in the appertaining Invitation to Tender and Tender Schedules, shall have the meaning hereunder:

- 1.01 "Employer" shall mean Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include their successors and assigns.
- 1.02 "Project" shall mean the project or scheme in respect of the Employer's - Visakhapatnam Steel Plant.
- 1.03 "Site" shall mean the place or places envisaged by the Employer at which the services are to be performed under the Contract.
- 1.04 "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to Tender and shall includes his/its/their heirs, executors, administrators legal representatives, successors and assigns.
- 1.05 "Contractor" shall mean the tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators, legal representatives, successors and assigns approved by the Employer.
- 1.06 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and ~Approval~ shall mean approval in writing including as aforesaid.
- 1.07 "The Contract" shall mean the Invitation to Tender, General Conditions of Contract, Rates and amount accepted against the items of the Tender Schedule together with all correspondence entered into between the Tender prior to the issue of the Letter of Intent awarding the work, the contract agreement/Work Order and any other documents specifically indicated therein.
- 1.08 "Invitation to Tender" shall mean and/or include inquiry for the performance of service or services in connection with the plant or for the planned extension or expansion thereof.
- 1.09 "Contract Sum" shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
- 1.10 "Dimensions" shall mean the extent of a line, area and volume. They are to be based on the metric system i.e., for length measurement in KM:
- | | | |
|--------|------|--------|
| 1 KM | | 1000 m |
| 1 m | | 100 cm |
| 1 d cm | | 10 cm |
| 1 cm | | 10 mm |
- For surface measurement in sq.m.
For volume measurement in cu.m.

- 1.11 "Weight" shall mean the calculation of a load. It is to be stated in Metric Tons(1 Metric Ton = 1000Kgs)and/or in Kgs. (1 kg=1000 grms.) One tonne shall mean 1000 Kgs. by weight.
- 1.12 "Time" shall be reckoned by months, days and hours, the period of a month being equivalent to the calendar month according to the Gregorian Calendar.
- 1.13 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.
- 1.14 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect material or work under the contract or his duly authorised agent.
- 1.15 "In writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode or modes of representing or reproducing words in a visible form.
- 1.16 "Notice in writing" or Written Notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.17 "Letter of Intent" shall mean an intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.18 Words importing persons shall include firms, companies, Corporations, Associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice versa where the contract so requires or permits.
- 2.00 LANGUAGE:
- 2.01 The contract agreement and all correspondence between the Employer and the Contractor shall be English Language.
- 3.0 HEADING AND NOTES:
- 3.01 The headings and notes in these General conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 4.00 SIGNING OF THE AGREEMENT:
- On the tender being accepted by the Employer an agreement in respect of the contract will be signed and executed by the Employer and the successful tenderer. All costs, charges and expenses of and incidental to the execution of the said agreement shall be borne by the Contractor.
- 5.00 SECURITY DEPOSIT:
- 5.01 The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit in favour of the Employer in one of the following forms:

- 5.1.2 Demand draft of the State Bank of India or from any other schedule bank payable at Visakhapatnam.
- 5.1.3 Bank guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the employer and in the proforma given by Employer.
- 5.02 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.
- 5.03 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and Employer will not be liable for payment of any interest on the security deposit or any depreciation thereof, any loss resulting on account of failure of the bank.
- 5.04 The Security Deposit shall be refunded/bank guarantee released on application by the contractor after the expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".
- 5.05 Should the extent or object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction of the contract sum by more than 10% then the security deposit shall be increased or reduced accordingly.
- 6.00 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:
- 6.01 General:
 - 6.1.1 The contractor is to be entirely responsible for the due performance of the contract in all respects.
- 6.02 Sub-letting of contract:
 - 6.2.1 The contractor shall not sub-let, transfer or assign the contract or any part thereof without the written permission of the Employer. IN the event of the contractor contravening this condition, the Employer shall be entitled to place to contract elsewhere on the contractor's account and at his risk and cost and the contractor shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of the contract.
- 6.03 COOPERATION WITH OTHER CONTRACTORS:
 - 6.3.1 The Contractor shall cooperate with the Employer's other contractors and freely exchange all information with them for the efficient and satisfactory performance of the work. No remuneration shall be claimed from the Employer for such cooperation. If any of the contractor's work depends for proper execution or results upon the works of any other Contractor, the Contractor shall keep a watch and inform the Employer of any problems in time.
- 6.04 RESPONSIBILITY FOR COMPLETENESS:
 - 6.4.1 The Contractor shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedule etc. forming part of the contract and also

to have satisfied himself as to the nature and character of the work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Employer shall not in any way relieve the Contractor from his responsibility for executing the work in terms of the contract including all details and incidental works not specifically mentioned in the contract but necessary for ensuring satisfactory completion of work as per the contract.

- 6.4.2 If he shall have any doubt as to the meaning of any portion of the contract, he shall before signing it send forth the particulars thereof and submit them to the Employer in writing in order that doubt may be removed.

7.00 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

- 7.01 The Contractor shall not assign his claim or interest in the contract without the written permission of the Employer

8.0 ACCESS TO SITE:

- 8.01 Subject to Article 8.3 access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.

- 8.02 In the execution of work no person other than the contractors, permitted sub-contractor and his or their Employee shall be allowed on the site except with the written permission of the Employer.

- 8.03 The access to the site referred to in Article 8.1 above shall not be exclusive to the Contractor but only such as shall enable him to execute the work. The Contractor shall afford to the Employer and to the other Contractors, whose names shall have been previously communicated in writing to the Contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

9.00 OBLIGATIONS OF THE CONTRACTOR:

- 9.01 Unless otherwise agreed upon, the responsibilities of the Contractor shall include, but not limited to providing at his own cost, the following work and services.

- 9.1.1 Ensuring coordinated handling of incoming equipment and materials so as to ensure that these will be available to the Employer in the order in which they will be required.

- 9.1.2 Unless otherwise provided in the contract, providing all equipment, tools lifting tackles instruments and appliances required for the work. These shall be subject to inspection and passing by the Employer or his authorised representative. All rejected materials etc. shall be removed from the site by the Contractor shall be replaced by new materials in equivalent quantities.

- 9.1.3 Providing watch and ward to ensure security and safety of materials under the Contractor's custody.

- 9.1.4 Providing necessary supervisory personnel, staff, skilled and unskilled labour. The Contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The Contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the Competent Authority. If the Contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The Contractor shall take all safety precautions during work and ensure that

his personnel use shoes, safety belts, gloves, helmets, masks etc., as are necessary for their safety. The Contractor shall, on demand by the Employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.

- 9.1.5 Complying with instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.
- 9.1.6 Making all arrangements to ensure that other work is not impeded of workmen not endangered.
- 9.1.7 Affording the Employer access at any time to the site, giving any information desired by him about the progress of work and affording him all facilities for inspection provided under the contract work in such form as may be called for by the Employer.

9.02 CONTRACTOR'S REPRESENTATIVES:

- 9.2.1 In order to carry out his responsibilities under Article 9.1 the Contractor shall employ competent representative/whose names shall previously have been communicated in writing by the Contractor to the Employer to supervise the work. The said representatives shall be present at site during working hours and any written instructions that the Employer or his authorised representatives may give to the said representatives of the Contractor shall be deemed to have been given to the Contractor.
- 9.2.2 The Contractor shall ensure that each individual of the Contractor's personnel at site shall cooperate with the Employer and submitting reports as to the progress of contract all other agencies engage in the work to avoid difficulties in carrying out the work. Failure to extend such cooperation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Contractor forthwith upon request by the Employer. In such cases, the Contractor shall provide immediately competent personnel to replace such individual at the contractor's own cost. In case of disagreement as to the cause of such removal the decision of the Employer shall be final.
- 9.2.3 The Contractor's representative shall be made available for such periods as the Employer may require and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the Contract.

During the execution of the work, no personnel other than the Contractor or his duly appointed representatives, sub-Contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the Employer or his authorised representatives. The Contractor shall not object to the execution of the work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.

The work so far as it carried out in the Employer's premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the contractor all reasonable facilities for carrying out his work. The Contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and regulations.

9.03. PROGRAMME OF WORK AND PROGRESS REPORTS:

9.3.1 The Contractor shall submit at such times as may be required by the Employer or his authorised representatives the programme and order in which the Contractor proposes to carry out the work with the dates and estimated completion times for various parts of the work.

9.04 GENERAL SUPERVISION BY THE EMPLOYER AND COORDINATION:

9.4.1 All the work shall be carried out under the general supervision and to the satisfaction of the Employer or his authorised representatives.

9.4.2 The contractor shall at all times work in coordination with the Employer and his authorised representatives. In respect of observance of local rules, administrative matters, coordination with other Contractor and similar matters, the Contractor and his personnel shall work under the coordination of the Employer.

9.05 PAYMENT OF TAXES:

9.5.1 The Contractor shall pay all taxes for the personnel employed by the Contractor for work arising out of their services in connection with contract. The Employer shall make necessary deduction towards Income Tax from the bills of the Contractor with reference to the provisions of the Section 194-C of the Income Tax Act, 1961.

9.06 WAGES, MEDICAL SUPERVISION ETC.

9.6.1 The Contractor shall comply with the statutory obligations of regular payment of ESI/Provident Fund contributions to all their employees. The Contractor should also possess a valid labour license under the "Contract Labour (Regulation and Abolition) Act 1970". The Contractor shall produce proof of the above obligations by producing the copies of the relevant valid certificates at the time of submission of offer and also during the currency of contract, whenever required.

9.6.2 The Contractor shall not employ for the purpose of the work any person below the age of 18 years. The Employer shall have the right to decide whether any labour employed by the Contractor is below the age limit and to refuse to allow any labourer, when he considers to be under aged to be employed by the Contractor.

9.6.3 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighbourhood or established by machinery or negotiations or arbitrations to which the parties are employees and recognized organizations of workers engaged in trade or industry in the neighbourhood or prescribed by the State or local authorities. In the absence of any rates of wages, hours or conditions which are not less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

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

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-in-charge by 10th of the subsequent calendar month.

- 9.6.5 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.
- 9.6.6 As a number of Contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated Policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.
- 9.6.7 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the Contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The Contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.
- 9.6.8 The Contractor shall also be responsible for the observation of the above clause by his sub-Contractors.
- 9.07 WITHHOLDING PAYMENT:
- 9.7.1 The Employer may withhold the whole or part payment for the work claimed by the Contractor, which in the opinion of the Employer, if necessary to protect himself from loss on account of defective work not remedied or guarantees not met, claims filed against the Contractor, failure by the Contractor to make due payments for materials on labour employed by him, damage to another Contractor and so on. When grounds for withholding payments are removed to the satisfaction of the Employer, payments of the amount due to the Contractor will be made by the Employer without delay.
- 9.08 POSSESSION PRIOR TO COMPLETION:
- 9.8.1 The Employer shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work in accordance with the contract.
- 10.0 STATUTORY AND OTHER OBLIGATIONS:
- 10.01 The Contractor shall be liable for or in respect of any damages or compensation liable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any Sub-Contractor and for any damages to the Employer's or Third Party's properties caused by vehicles employed by the Contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law

for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all cost and (without prejudice to any other means of recovery) the Employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all money paid or payable by the Employer by way of compensation aforesaid and/or for costs or expenses in connection with any claim thereto, and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

- 10.02 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, ordinance or other law or any regulation or bye law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any temporary works.
- 10.03 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.04 In respect of all labour directly or indirectly employed on the works, the Contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to fair wages, the welfare measure and safety of labour etc. will be deemed to be part of Contract.
- 10.05 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour from time to time employed by the Contractor on the site.
- 10.06 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to interface unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot-paths or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- 10.07 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The Contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.
- 10.08 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.

- 10.09 The use or sale of ardent spirits or other intoxicating beverages upon the work, or in any of the buildings, boarding houses, en-campments, or the tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and the Contractor shall exercise his influence and authority to the utmost extent to compliance with those conditions.
- 10.10 The Contractor must take sufficient care in moving his plant and equipment from one place to another so that they may not cause any damage to the property of the Employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the Employer is to be borne by the Contractor.
- 10.11 The Contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- 11.00 DUE DATES OF PAYMENT:
- 11.01 All payments to be made to the Contractor, under this contract shall be by "A/C Payee cheque/ NEFT mode of e-payment" only within a reasonable time (30 days from the date of submission of clear bills) after the certification by the Employer or his authorised representative.
- 12.00 DEDUCTION FROM CONTRACT SUM:
- 12.01 The Employer shall be entitled to recover all costs, charges damages or expenses which the Employer may have paid for which under the contract the Contractor is liable by appropriating in part or whole from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Employer on demand the remaining balance due if any.
- 13.00 NEGLIGENCE:
- 13.01 If the Contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Employer in connection with the work, or shall contravene the provisions of the contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the Contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.
- 13.02 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the same making good, then and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may re-contract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.

- 13.03 In such event, the Employer shall, without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- 13.04 If the cost of executing the works as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up in the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.
- 14.00 CONSTRUCTION OF CONTRACT:
- 14.01 The Contract shall be governed by the laws of India.
- 14.02 This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view and "ex aequo et bono". This contract shall in all respects be constructed and operated as a contract as defined in the Indian Contract Act, 1872, and save as otherwise expressly provided herein shall be governed by the provision of the said Act.
- 15.00 RIGHTS OF THE EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:
- 15.01 The probable quantities of the several items of work are furnished in the schedules of quantities and it must be clearly understood the contract is not a lumpsum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire works shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the works should correspond thereto.
- 15.02 The Employer shall have power to vary or alter the extent scope/and/or technical character of the work under the contract and the contractor shall be bound by the same.
- 15.03 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 15.04 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be assumed by the contractor based on a schedule to be mutually agreed upon between the employer and the Contractor.
- 15.05 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such suspension of work.

15.06 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfill his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.

16.00 NON-WAIVER OF DEFAULTS:

16.01 Failure of the Employer to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Employer will be exclusive of any other right or remedy and employer will have all rights and remedies given under the contract and now or hereafter existing in law or by statute. The delivery by the contractor or receiving payment by the Employer for the works under this contract will not be deemed a waiver of the rights for any prior failure by the contractor to comply with any of the provision of contract.

17.00 GENERAL DIRECTION OF WORK:

17.01 The Contractor shall normally obtain and abide by the instructions given in writing by the Employer for carrying out the work pertaining to the contract. For this purpose, suitable record shall be maintained by the Employer to indicate instructions given to the contractor and acknowledgement thereof.

18.00 WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:

18.01 The Contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer and shall comply with and adhere strictly to the Employer's instructions and directions on any matter (whether mentioned in the contract or not) concerning the works. The contractor shall take instructions and directions only from the Employer or his authorised representative.

19.00 SERVICE OF NOTICE ON THE CONTRACTOR:

19.01 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal place of business (or in the event of the contractor being company to or at its registered office) and at the contractor's site office.

20.00 SERVICE OF NOTICE TO THE EMPLOYER:

20.01 Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's last known address (or in the event of the Employer being a company to or at its registered office) and at the Employer's site office if such office exists.

21.00 INDEMNITY :

21.01 The contractor assumes responsibility for and shall indemnify and save harmless the Employer, from all liability claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contractor's obligations under the contract or for which the contractor has assumed

responsibility under the contract, including these imposed under any contract, local or national laws or in respect to all salaries, wages or other compensation of all persons employed by the Contractor or his sub-Contractors or suppliers in connection with the performance of any work covered by the contract. The Contractor shall execute and deliver and shall cause his sub-Contractors and suppliers to execute and deliver such other further instruments, and to comply with all the requirements of such laws and regulations as may be necessary thereunder to confirm and effectuate the contract and to protect the Employer.

22.00 INSURANCE:

22.01 The Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the tenure of the Contract.

22.02 The Contractor shall be responsible for effecting insurance under the Indian Workman's Compensation Act, Third Party Liability Insurance and any other insurance in accordance with the Indian Laws and regulations at his own cost.

22.03 The Employer shall not be responsible for any damage to the vehicles/ Equipment/third party suffered by the Contractor during the course of operation and the Contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account shall be entertained by the Employer.

23.00 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

23.01 On receipt of all plant, machinery, equipment and cement etc. the Contractor shall assume custody thereof and remain responsible thereof until these are handed over to the Employer.

23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian be responsible for communicating to the Employer any shortages, breakages or damages etc. as soon as they come to his notice.

23.1.2 The entire cost of any materials belonging to the Employer lost by the Contractor or any damage caused to such materials while in his care and custody shall be recovered from the Contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the Contractor.

24.00 ARBITRATION:

24.01 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon, or in relation to or in connection with the Contract, other than those for which the decision of Employer or his authorised representative is by the contract depressed 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-cum-Managing Director, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam, those decision shall be final and binding upon the Contractor.

24.02 Work under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Employer

shall be withheld on account of such arbitration proceedings, subject matters thereof.

24.03 The venues of the arbitration shall be the place/office from which contract has been awarded or such other place, the Employer at his discretion may determine.

25.00 FORCE MAJURE:

25.01 The Employer and the Contractor shall not be in any way, liable for non-performance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lock-out, fire, riots, war or insurrection or restraints imposed by Govt., act of Legislature or other authorities and by reason of any other cause of whatsoever nature beyond the control of either party.

26.00 DEATH, BANKRUPTCY ETC:

26.01 If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditor, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them the Employer shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the receiver or liquidator or any person, in whom the contract may become vested to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the contract.

27.00 GENERAL:

27.01 Should there be any discrepancy, inconsistency, error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the Contractor shall carryout the work in accordance with such decision.

27.02 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

ANNEXURE-I

COMPLIANCE OF STATUTORY ENACTMENTS

TENDER NO. STR/TR/2020-23/COL CON/01 DT: 17/02/2020

This is to confirm that we are conversant with all statutory laws related to Clearance, Collection, Transportation, unloading and handing over of consignments at Employer stores(Other than Ferro Alloy, Refractories & Minor Raw Materials)/ Visakha Steel General Hospital, Ukkunagaram of the Employer / Any other zone of Employer from transporters godowns in and around Greater Visakhapatnam and vice versa and we shall comply with all statutory obligations throughout the course of the contract in the event of contract being awarded to us.

SIGNATURE OF THE CONTRACTOR WITH SEAL

DECLARATION

I/We declare that I/We have no/under mentioned relatives within the meaning of Sec.6 read with Schedule IA of the Companies Act, 1956.

Sl. No.	Name of relative(s)	Father's Name	Position held in the Company	Remarks
------------	---------------------	---------------	---------------------------------	---------

I/We further declare that if the contract is awarded to me/us, I/We shall inform the Employer if any of my/our relative(s) as defined above, joins/join the company at any time subsequent to the award and during the continuance of the Contract.

Signature of Tenderer with Seal

Date:

INFORMATION REGARDING EXPERIENCE

The tenderer has handled the following contracts in similar type of work and magnitude during the last Five years:

SL. NO.	NAME & ADDRESS OF ORGANISATION FOR WHOM THE WORK WAS CARRIED OUT	NATURE OF WORK	QUANTITY (IN MTs) AND VALUE (IN RS. LAKHS)	CONTRACT NO. & DATE AND NO. OF YEARS
------------	---	----------------	--	--

Date:

Signature of Tenderer

PROFORMA OF SOLVENCY CERTIFICATE

Certified that Mr. /M/s. _____
is/are having his/their Bank Account with _____ Bank
that he/they is/are solvent and that he/they has/have the Financial capacity to execute the
work of Clearance, Collection, Transportation, Unloading and Handing Over of consignments
at employer Stores (Other than Ferro Alloys, Refractories, Minor Raw materials)/ Visakha
Steel General Hospital, Ukkunagaram of the Employer/ Any other zone of employer from
transporters godowns in and around Greater Visakhapatnam and vice-versa, for a value of
Rs.9 lakhs per annum of account operation with us for the past one year is satisfactory and it
is sufficient.

Signature/Designation

Name of Bank

Date :

Place

SCHEDULE-A				
From Railway Station Parcel Office/Goods Shed, Transporter Godown, Suppliers Shops/Works within Greater Visakha to Employer Stores and vice versa.				
SL NO	DESCRIPTION	NO. OF TRIPS/PTY PER ANNUM	PRICE TO BE QUOTED IN RS	
			IN FIGURES	IN WORDS
I	For a trip load weighing less than and upto 1 MT (1000 kgs)			
1	Fixed charges per trip	87trips		
2	Rate per Quintal (100 kgs)	189 Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trips		
II	For a trip load weighing above 1 MT and upto 3 MT			
1	Fixed charges per trip	9Trips		
2	Rate per Quintal (100 kgs)	128 Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trips		
III	For a trip load weighing above 3 MT and upto 5 MT			
1	Fixed charges per trip	1 Trips		
2	Rate per Quintal (100 kgs)	1Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trips		
IV	For a trip load weighing above 5 MT and upto 9 MT			
1	Fixed charges per trip	2 Trips		
2	Rate per Quintal (100 kgs)	2Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
V	For a trip load weighing above 9 MT and upto 18 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
VI	Loading/Unloading Of Consignment			
1	Charges Per Kg	2 Kgs		
2	Charges Per Quintal	2 Quintals		
3	Charges Per Ton	2 Tons		
VII	Transport Document Delivery Charges	25 Nos		

***S.No.VI to be operated in Emergency Cases with prior clearance of the employer and payment to that extent to be made only on certification from the carrier/supplier/employer whichever is applicable.**

THE RATES ARE TO BE QUOTED EXCLUDING GST . GST IS PAYABLE EXTRA AS APPLICABLE. THE CURRENT RATE OF GST IS ___% AS ON __/__/2020.

SCHEDULE-B

From HPCL Oil Depot situated at Visakhapatnam Fishing Harbour to Employer Stores				
SL NO	DESCRIPTION	NO. OF TRIPS/QTY PER ANNUM	PRICE TO BE QUOTED IN RS	
			IN FIGURES	IN WORDS
I	For a trip load weighing less than and upto 1 MT (1000 kgs)			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
II	For a trip load weighing above 1 MT and upto 3 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
III	For a trip load weighing above 3 MT and upto 5 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
IV	For a trip load weighing above 5 MT and upto 9 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
V	For a trip load weighing above 9 MT and upto 18 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
VI	Loading/Unloading Of Consignment			
1	Charges Per Kg	2 Kgs		
2	Charges Per Quintal	2 Quintals		
3	Charges Per Ton	2 Tons		
VII	Transport Document Delivery Charges	1 No		

***S.NO.I TO VII TO BE OPERATED IN EMERGENCY CASES WITH PRIOR CLEARANCE OF THE EMPLOYER AND PAYMENT TO THAT EXTENT TO BE MADE ONLY ON CERTIFICATION FROM THE CARRIER/SUPPLIER/EMPLOYER WHICHEVER IS APPLICABLE.**

THE RATES ARE TO BE QUOTED EXCLUDING GST. GST IS PAYABLE EXTRA AS APPLICABLE. THE CURRENT RATE OF GST IS ___% AS ON __/__/2020.

SCHEDULE-C				
From BPCL/HPCL/IOCL Oil Terminal at Malkapuram to Employer Stores				
SL NO	DESCRIPTION	NO. OF TRIPS/QTY PER ANNUM	PRICE TO BE QUOTED IN RS	
			IN FIGURES	IN WORDS
I	For a trip load weighing less than and upto 1 MT (1000 kgs)			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
II	For a trip load weighing above 1 MT and upto 3 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trip		
III	For a trip load weighing above 3 MT and upto 5 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
IV	For a trip load weighing above 5 MT and upto 9 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
V	For a trip load weighing above 9 MT and upto 18 MT			
1	Fixed charges per trip	1 Trip		
2	Rate per Quintal (100 kgs)	1 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
VI	Loading/Unloading Of Consignment			
1	Charges Per Kg	2 Kgs		
2	Charges Per Quintal	2 Quintals		
3	Charges Per Ton	2 Tons		
VII	Transport Document Delivery Charges	1 No		

***S.No.I to VII to be operated in Emergency Cases with prior clearance of the employer and payment to that extent to be made only on certification from the carrier/supplier/employer whichever is applicable**

THE RATES ARE TO BE QUOTED EXCLUDING GST . GST IS PAYABLE EXTRA AS APPLICABLE. THE CURRENT RATE OF GST IS ___% AS ON __/__/2020.

SCHEDULE-D				
From Transporters Go down/Shops/Works situated in and around Gajuwaka (Gajuwaka /Autonagar/Sriharipuram etc.,)				
SL NO	DESCRIPTION	NO. OF TRIPS/ QTY PER ANNUM	PRICE TO BE QUOTED IN RS	
			IN FIGURES	IN WORDS
I	For a trip load weighing less than and upto 1 MT (1000 kgs)			
1	Fixed charges per trip	73 Trips		
2	Rate per Quintal (100 kgs)	200 Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trips		
II	For a trip load weighing above 1 MT and upto 3 MT			
1	Fixed charges per trip	12 Trips		
2	Rate per Quintal (100 kgs)	212 Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	---- Trips		
III	For a trip load weighing above 3 MT and upto 5 MT			
1	Fixed charges per trip	2 Trips		
2	Rate per Quintal (100 kgs)	2 Quintals		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	----- Trip		
IV	For a trip load weighing above 5 MT and upto 9 MT			
1	Fixed charges per trip	2 Trip		
2	Rate per Quintal (100 kgs)	2 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	2 Trip		
V	For a trip load weighing above 9 MT and upto 18 MT			
1	Fixed charges per trip	2 Trip		
2	Rate per Quintal (100 kgs)	2 Quintal		
3	Maximum amount payable (Ceiling) which should also include fixed charges per trip	2 Trip		
VI	Loading/Unloading Of Consignment			
1	Charges Per Kg	1 Kg		
2	Charges Per Quintal	1Quintal		
3	Charges Per Ton	1Ton		
VII	Transport Document Delivery Charges	25 Nos		

***S.No.VI to be operated in Emergency Cases with prior clearance of the employer and payment to that extent to be made only on certification from the carrier/supplier/employer whichever is applicable.**

THE RATES ARE TO BE QUOTED EXCLUDING GST . GST IS PAYABLE EXTRA AS APPLICABLE. THE CURRENT RATE OF GST IS ___% AS ON __/__/2020.

TENDER NO.STR/TR/2020-23/COL CON/01 DT. 17/02/2020
NOTE FOR ALL SCHEDULES

1. Consignments are to be collected from different locations categorized as follows for which rates should be quoted separately. The rates for 'A and 'D' shall be inclusive of Clearance service, loading, unloading and transportation charges from place of loading to Central Stores Department of employer including Sub –Stores and also vice versa i.e., transportation, unloading and booking of employer consignments with transport agencies at the respective locations. However, for 'B' and 'C' the loading shall be arranged by the Oil Terminals and unloading and 'stacking' of the barrels in 9 'O' clock X 3'O' clock position at our oil stores shall be in the scope of the Contractor.
 - A) From Railway Station Parcel Office/Goods Shed, Transporter Godown, Suppliers Shops/Works at Visakhapatnam to Employer Stores and vice versa.
 - B) From HPCL Oil Depot situated at Visakhapatnam Fishing Harbour to Employer Stores
 - C) From BPCL/HPCL/IOCL Oil Terminal at Malkapuram to Employer Stores
 - D) From Transporters Godown/Shops/Works situated in and around Gajuwaka (Gajuwaka /Autonagar/Sriharipuram etc.,)
2. Against 'Fixed Charges' (i.e., Sl. No. 1 of I,II,III,IV &V) the tenderer should quote only such minimum charges which would be payable for the trip irrespective of the weight carried.
3. Against "Rate per Quintal" (i.e., Sl. No. 2 of I,II,III,IV & V) the tenderer should quote rates payable proportionate to the weight of the material carried in the trip load.
4. Against " Maximum Amount payable" (i.e., Sl. No. 3 of I,II,III,I V & V) the tenderer should indicate the ceiling on the charges payable for the consignment based on the per quintal charges which should include fixed charges.
5. I,II,III,IV,V & VI are the headings indicating the weight ranges. No. rates to be quoted against these Sl. Nos.
6. It may be clearly understood that for trip load in such category (i.e.,0 to 1 MT and above 1 MT to 3 MT etc.,) the Contractor shall be paid the fixed charges as well as per quintal charges for the weight subject to a maximum of the ceiling amount indicated. In other words, the Contractor shall get paid as follows:

The fixed charges + (Per Quintal rate X Wt in quintals) of the ceiling amount whichever is lower.
7. Medicines and medical equipment pertaining to Storehouse No.14 of employer are to be directly delivered at Visakha Steel General Hospital, Ukkunagaram, Visakhapatnam Steel Plant,Visakhapatnam. For collection and delivery of medicines and medical equipment, collection charges shall be paid to the contractor under Schedule-D.

Total Contract Value per annum with reference to Annexure-V Schedules A to D(Refer Clause 4.0 of instructions to Tenderers)

In Figures(Rs _____ / Annum)

In words(Rupees _____/Annum)

Tenderers signature with Stamp

For better understanding of finalization of the L-1 rates/tender the following illustration is given

Illustration:

1. Considering the rates quoted by the individual parties against each item is sealed manual price bids (items mentioned in Annexure-V) the total contract value arrived as mentioned in 4 (b).

Sl No	Party Name	Total contract value Rs./per annum
1	Party-1	4000
2	Party-2	3000
3	Party-3	3600

2. Hypothetically it is presumed that all the above parties are technically qualified.

- 1.0 The L-1 comparative position as per manual Bid.

Sl No	Party Name	Ranking/lowest
1	Party-1	--
2	Party-2	Lowest
3	Party-3	--

- 2.0 The final contract value quoted in reverse e auction with a minimum decrement of Rs 100/-(as decided by company).

Sl No	Party Name	Final Contract Value quoted (In Rs/Annum) (bided)	Comparative position as per Reverse E auction
1	Party 1	5000	--
2	Party 2	4500	--
3	Party 3	2900	Lowest

- 3.0 The final L-1 contract value comparative position with reference to Manual price bids and Reverse E auction i.e. Composite comparative statement:

Sl no	Party Name	Name of the Party as per manual bid/(Contract Value quoted in Rs)	as per Reverse E auction/(Contract Value quoted in Rs)
1	Party 1	4000	5000
2	Party 2	3000	4500
3	Party 3	3600	2900 (lowest)

From the above, the L-1 contract value is getting arrived from Reverse E auction i.e. Party -3 with their quoted value of Rs **2900/-**.

- 4.0 In compliance with clause no 4.0 (i) of “Evaluation Of tenders/Negotiation/ Letter of Intent” the corresponding manual price bid individual item rates would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract.

In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

The Contract value quoted by Party-3 in Manual price bid =Rs 3600/-

The Contract value quoted by Party-3 in Reverse E auction =Rs 2900/-

The apportionment shall be = $((2900 - 3600)/3600) = (-) 19.444\% = (-) 19.44\%$ (after rounding off to the next higher decimal).

- 5.0 The contract shall be awarded to the L-1 party with the apportioned rates of individual items (items mentioned in Annexure-V) of all schedules.
- 6.0 In case the L-1 contract value is lower in manual bidding, the rates quoted in the manual price bid shall be considered for award of contract to the tenderer, in compliance with clause no 4.0 (i) of “Evaluation Of tenders/Negotiation/ Letter of Intent”.