RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
W12 - R L BHANWASI
WORKS CONTRACTS DEPT, VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530031, ANDHRA PRADESH -
INDIA
PHONE: 8500669365,
e-Mail Id: banwasi@vizagsteel.com

NOTICE INVITING TENDER (NIT)

NIT TYPE: 2-PRT % BID E-RFX
VSP/1200/LMMM(O)/2020/00301
NIT NUMBER & DATE: 2600005850 Dated 25.06.2020

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

1. NAME OF THE WORK : "Cleaning works in Billet Mill & shipping areas of LMMM"

2 KEY INFORMATION:

Type of Bid	Type of Submission	EMD in INR	Submission Deadline date & time	Bid Opening Date & time in Hours
TWO PART BID	E BID	75000.00	14.07.2020 15:00	14.07.2020 15:30

Contract Period : 12 months
Defect Liability Period : 03months

Engineer In Charge : DGM (O)/LMMM.
Estimation Cost : Rs. 88,69,451=65 ps
Welfare Allowance (SMA & ASMA) is applicable to this work
Mode of tender : Open Tender single bid system
ESTIMATION VALUE : INR 88,69,451.65
LOWER LIMIT OF ESTIMATED VALUE : INR 79,79,705.00
Note: Lower limit of estimated value below which Additional Security Deposit(ASD) is to be submitted as per clause no 45 of SCC is INR 79,79,705.00 (Seventy Nine Lakh Seventy Nine Thousand Seven Hundred Five Rupees) .

3 OFFER VALIDITY DATE: Your offer should be valid upto 13.11.2020.

4 CURRENCY: INR.

5 ELIGIBILITY/EXPERIENCE CRITERIA :

Single Work Order Value in INR	Annual Turnover in INR
4434726.00(Rs.44.34Lakhs)	2660835.50(Rs.26.60Lakhs)

Single Similar Work Experience Criteria for Pre-qualificationEvaluation:

Bidders having the following experience are only eligible-

Agencies having experience in "Single work order may be considered for PQC evaluation

6. NATURE & SCOPE OF WORK:

Cleaning works in Charging grids, Furnaces, Billet mill, TOTCBs,ECRs, shipping areas etc., including scale shifting.

7 ITEM DETAILS/BOQ:

AS PER ATTACHMENT IN C-FOLDER

8 LIST OF TENDER DOCUMENTS:

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

I) Tender schedule containing NIT, PQC Requirement (Anne xure to NIT),Scope of Work, Terms & Conditions, Bill of Quantities, SpecialConditions of Contract.

II) Undertaking Letter

9 E-RFX SUBMISSION PROCEDURE - 2 PART:

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

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

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

a.All Mandatory questions are answered and Requisite documents are uploaded into PQC cFolder including the EMD Submission proof.

b.All Techno-Commercial documents required as per tender document are uploaded into "Tech RFx" cFolder.

c.Prices and Taxes (Conditions) are quoted in the bidding engine.

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

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

10 E-RFX OPENING PROCEDURE - 2 PART:

E-RFx Responses are opened in the system Electronically.

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

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

11 DOCUMENTS TO BE UPLOADED IN TECH BID C FOLDER:

A) For Earnest Money Deposit, following option is available:

,, Online Payment in SRM portal: 'Online EMD Payment' facility existin the RFx Response Window. Details are given in the User Manual fore-Tendering at Login page of SRM portal.

No other mode of payment will be accepted.

(i) Agency has to indicate the Bank, Transaction Reference Number ofEarnest Money Deposit (EMD) in the Questions tab section.

If the agency seeks exemption from submission of EMD, the agency needsto submit the following:

(i) District Industries Centre [Acknowledge of Entrepreneur Memorandum ie. EM (Part – II)
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coir Board
(v) National Small Industries Corporation (NSIC)
(vi) Directorate of Handicrafts Handloom
(vii) Any other body specified by Ministry of MSME

B) Statutory Documents to be submitted, wherever required

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

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

iii) Competency Certificate issued by Director of Factories, AP

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

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

12 E-RFX EVALUATION PROCESS:

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

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

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

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

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

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

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

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

13 REVERSE E-AUCTION PROCESS:

In case RINL wishes to conduct Reverse auction, the same shall be communicated to all the techno commercially qualified bidders at an appropriate time.

The Auction shall be conducted on SAP SRMLIVE AUCTION PLATFORM. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction and quote from the start Price.

Bidders would be required to quote single price i.e price net of ITC on GST.

No separate User ID and Password is required for participating in Live Auction. User ID and Password used for Participating in E-Tendering to be used for Live Auction also.

(a) AUCTION TIME EXTENSION:

1. Throughout the Auction process, Bidders should keep in view the 'Time Remaining' that appears on the 'Live Auction cockpit' screen and submit their Bids well within the time that gets displayed therein.
2. Bidders to note that System calculates Auction End time during the Auto extension period as under:
If any of the bidder, submits a valid price, in the last "X" minutes, the system will extend the
Auction End time to "Existing End Time + Y minutes". This will be done "N" number of times.

Here,
Remaining Time Trigger = X
Extension Period = Y
Number of Extensions = N
The Auction time extension is explained below with an example.

Example: Reverse Auction conducted with Auction parameters as:
AUCTION SCHEDULE: 11.00 AM to 12.00 noon, REMAINING TIME TRIGGER: 4 minutes and EXTENSION TIME: 5 minutes

The current Auction End time being 12:00 and in case a bid is submitted by any bidder after 11.56 AM. (in the 'Remaining Time Trigger' i.e., in the last 4 minutes) of the auction, the auction end time gets extended up to 12.05 PM (12:00 plus 5 Min.). Hence the new end time of the Auction is 12.05 PM. However, In case a bid is submitted prior to 11:56 i.e., before the 'Remaining time trigger', Auction shall not get extended and the same gets closed at 12:00.

Further, during the Auto extension period of the Auction, if a bid is submitted by any bidder after 12.01 PM. (in the last 4 minutes) of the auction the auction end time gets extended up to 12.10 PM. (12:05 plus 5Minutes). In case the bid is submitted by any bidder from 12.00 to 12.01 PM, auction end time will not get extended because it is not within the period of REMAINING TIME TRIGGER of 4 minutes and Auction end time shallbe 12:05.

14 GENERAL INSTRUCTIONS:

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

2) Scope of work, Bill of Quantities (BOQ), Terms and Conditions, given in the tender documents(placed in the cFolder Publisher area) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website are found tampered /altered/ incomplete, they are liable for actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

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

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

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

6) Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended / postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD.

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

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

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

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

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

11) Successful tenderer should be in a position to produce, after ope ning of the price bids, the Original Certificates in suppo rt of the attested copies of relevant documents submitted along with tende r document. Failure to produce the original certificates at thi s stage in support of the attested copies of Electrical License/ any other doc uments etc. submitted earlier would result in disqualificati on and forfeiture of EMD and also liable for debarring from participation in VSP tenders.

12) RINL will not be responsible for any delay/ loss/ any website related problems in downloading the tender documents etc. RIN L reserve the right to (A) Split and award the work to more than one agency, (B) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at a ny time without assigning any reason there of and without being liable to refund the Tender fee thereupon.

	RINL VIGILANCE TOLL FREE NUMBER: 1800 425 8878	

SD/-

R L BHANWASI

1 INSTRUCTIONS TO TENDERERS:

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

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

3) Price condition: Tenderers shall quote the price of the goods or se rvices, excluding GST. Applicable GST shall be indicate d against each item and will be paid extra on submission of tax invoice.

In case tenderer opted for composition scheme, GST will not be ch arged extra and the price quoted includes the GST applicable to composite scheme. Tenderers have to specify that they have opt ed for composition scheme and GST is included as applicable for composition.

Evaluation criteria:

1. In case of supply of goods or services on which RINL / VSP is eligible to avail GST input Tax Credit, evaluation of tender shall be on the basis of landed cost excluding GST.

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

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

5) Before quoting, the tenderer shall necessarily contact the Engineer and fully understand the job, scope of work, unit of measurement, mode of measurement, scope of supply of materials by VSP if any, worki ng conditions, shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.

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

7) Corrections/ amendments/ replacement to/ of the Deficient documen ts / Financial Instruments for EMD shall not be sought in the following cases where:

i) There is evidence of Tampering/ Unauthorized correction.

ii) The value of Financial instrument(s)/ document(s) is falling short of the value stipulated in the NIT.

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

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

2 EMD SUBMISSION PROCESS:

1) In case of Earnest Money Deposit being less than or equal to Rs. 5 Lakhs: Following option is available:

Online Payment in SRM portal: 'Online EMD Payment ' mode of payment 'facility exist in the RFx Response Window. Details are given in theUser Manual for e-Tendering at Login page of SRM portal.

No other mode of payment will be accepted.

However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the format as enclosed to the GCC) from any Scheduled Commercial Ba nk, encashable at Visakhapatnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the Bid opening date. Th e above shall supersede the instructions regarding Form of EMD elsewhere in the tender document.

2) Public Sector Enterprises of State / Central Government Undert akings are exempted from submission of Earnest Money Deposit (EMD) provided they submit a letter requesting for exemption from submission of EMD along with their offer.

3) EXEMPTIONS / PREFERENCES FOR MICRO AND SMALL ENTERPRISES:

1. Micro and Small Enterprises (MSEs) are exempted from submi ssion of Earnest Money Deposit (EMD) and Security Deposit (SD), irrespective of whether the service is to be carried out with in or outside their premises subject to submission of proof of e nlistment / registration with any of the following agencies:

(i) District Industries Centre [Acknowledge of Entrepreneur Memorandum ie. EM (Part – II)
(ii) Khadi and Village Industries Commission
(iii) Khadi and Village Industries Board
(iv) Coil Board
(v) National Small Industries Corporation (NSIC)
(vi) Directorate of Handicrafts Handloom
(vii) Any other body specified by Ministry of MSME

Note:

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

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

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

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

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

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

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

(iv) The offer / bid of MSE shall be within the price band of L1 +15% and upon their matching with the final negotiated pri ce of (L1being other than MSE).

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

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

Annexure to NIT

PRE-QUALIFICATION REQUIREMENT

The following are the pre-qualification requirements to be uploaded in Techbid c folder by the tenderer.

(a) **Copy of registration letter issued by V.S.P. in case of registered agencies and in case of non-registered agencies, either a copy of Notarized sole proprietorship OR a copy of Notarized partnership deed OR a copy of Memorandum of Association & Articles of Association, along with certificate of registration – whichever is applicable.**

(b) **For Turn Over Audited balance sheets certified by Practicing Chartered Accountant with Stamp & Membership No. in case the annual Turn-over is more than Rs.100.00 Lakhs (OR) in case of Turn-Over being less than Rs.100.00 lakhs either Turn-over certificate in the prescribed format of VSP duly signed by a practicing Chartered Accountant/Cost Accountant with Stamp and Membership No. (OR) T.D.S. certificate(s) comprising of the Gross bill values issued by the Deductor(s) for the work done.**

(c) **Copy of Provident Fund Registration Certificate if available. If not available, successful tenderer shall submit PF Registration Certificate before commencement of the contract to Engineer Incharge.**

(d) **Copy of GST Registration Certificate if available. If not available, the same shall be submitted before signing the order.**

Single Similar Work Experience Criteria for Pre-qualification Evaluation

Agencies having experience in "Single work order may be considered for PQC evaluation

The value of **single similar work executed** shall be during the last **07 (Seven)** years ending last day of month previous to Tender Notice date i.e: **30.06.2020** and Turnover shall be the average Annual Financial Turnover during the last three years ending 31st March of the previous financial year i.e.**31.03.2020.** The tender document shall be accompanied with copies of

Work Order, Bill of Quantities, Work Completion Certificate indicating the total value of the work done inclusive of all deviations and escalations against the subject work and including all taxes & duties, but excluding Goods & Service Tax (GST). In case of work executed outside VSP, and where the total amount includes GST, tenderers shall make efforts to get the value of GST indicated separately in the Work Completion Certificate.

In case of work-in-progress, Work-in-progress Certificate indicating start date as per Order and actual start date & value of work executed with date up to which it is considered against the subject work and including all taxes and duties, but excluding Goods & Service Tax (GST) with certification of satisfactory performance of the Contractor to that extent and continuance of the said work by the respective employer.

RAHSTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM - 530031

BILL OF QUANTITIES / PRICE SCHEDULE

PR No / Date: 73005775 / 01.06.2020 Report Date : 16.06.2020
Pur . Org.: WORKS CONTRACTS

MSS: 3590913004 : CLNG.IN BILLET MILL & SHIPPING OF LMMM
CLEANING WORKS IN BILLET MILL & SHIPPING AREAS OF LMMM

The BOQ Items are taken as per the following Rates.

	Central Rates	VSP Rates
Skilled	666.000	1,083.550
Semi Skilled	569.000	939.700
Unskilled	503.000	832.900

Sl.No	Service Number	Description of the item	Qty	UOM	Rate	Amount
1	910000439	BILLET MILL-LOBOUR SUPPLY-UN-SKILLED	9,736.000	MDY	832.90	8,109,114.40
2	910000440	BILLET MILL-LABOUR SUPPLY-SKILLED	650.000	MDY	1,083.55	704,307.50
3	910000441	BILLET MILL & SHIPPING-REMOVAL,LOADING,TRANSPORTATION AND UNLOADING OF FURNACE SCALE,SCRAP,MUCK,DUST,DEBRIS ETC.AS PER SCOPE OF WORK AND AS PER INSTRUSCTIONS OF THE ENGINEER-INCHARGE,WITH TRACTOR AND TRAILOR.	707.000	M3	79.25	56,029.75
Total Value: In words : eighty eight lakh sixty nine thousand four hundred fifty one rupees sixty five paise						8,869,451.65

Lower limit of estimated value: 7,979,705.00 (seventy nine lakh seventy nine thousand seven hundred five rupees)

(Please refer to clause no. 45 of SCC to Tender)
[Note: Bid will be rejected in case Bidder indicates his quoted price here]

Signature of the Tendere

SCOPE OF WORK

Work Desc : **Cleaning works in Billet Mill & Shipping areas of LMMM.**

Cond No	Cond Desc
1	Cleaning of charging grids, roller tables, Elevators, furnace approach roller tables, FOSS, Stands, PH-17 roof, TOCB, Loading grids and Walking beam furnaces. Cleaning of shop floor, all control pulpits, shift offices, rest rooms, area surroundings etc. , of Billet Mill & Shipping areas. Cleaning of mill proper in Billet Mill area sweeping, Cleaning of Walk ways "0" m level and Visitors walk ways etc., of Billet Mill & Shipping areas. Cleaning of Billet Mill area between stands, removal of used grease and cobble pieces, cleaning of motors, junction boxes and their surroundings, roller tables, Stands, inside drains, scale tunnels , furnace scale, troughs cleaning etc., during Shutdown time. Cleaning of Old Roll Sets, Guides, Shear blades, etc., Cleaning of all cellars , Grease, oil, water etc., Cleaning of ECRs, Motor Rooms, Cranes, ASO, surroundings etc., Shifting of Gas cylinders.
2	SAMPLE CUTTING: Cutting of samples on stacks as per requirement of mill proper and QATD.in Shipping area. Colour coding on both sides of Billets as per the grade at the instructions of the shift incharges.
3	SHIFTING OF SCALE, MUCK etc: All scale cleaned is to be loaded, transported and unloaded at PH 17 area and all scrap, muck, dust, debris, grease, waste materials etc., to be dumped at predetermined places as instructed by the Engineer in Charge by tractor and trailor, which are to be arranged by the contractor only.

TERMS AND CONDITIONS

WORK DESC : Cleaning works in Billet Mill & Shipping areas of LMMM.

Cond No	Cond Desc
1	The contractor shall provide manpower as the requirement and instructions of concerned Engineer in Charge.
2	The contractor should strictly follow the safety rules and norms of VSP.
3	The contractor has to provide hand gloves, gamelas, shovels, brooms etc, as per the requirement at the works pots by his own.
4	For sample cutting gas (LPG / DA & Oxygen) will be supplied free of cost by VSP.
5	The measurement of the body of tractor / truck shall be taken before the start of work, to calculate the volume of the body. This shall be done by the contractor in the presence of representative of Engineer-In charge, certified accordingly. Scale shifting by tractor shall be done on a monthly basis without fail.
6	GST clause:- The scope of materials supply and consumables supply in the present proposal are as: a) Materials to be supplied by VSP: NIL b) Consumables to be supplied by VSP: NIL c) Materials to be supplied by contractor: NIL d) Consumables to be supplied by contractor: NIL The deduction of GST shall be done as per the rules prevailing from time to time.
7	Deployment of workmen is to be made as per requirements on day to day basis. Adequate mobilisation of workmen is to be ensured by the agency depending upon the quantity of jobs planned on shut down day as well as on any event of breakdowns. Such requirements are to be met on normal as well as other than normal working hours on round the clock basis, Sundays and holidays. Weekly off's shall be given as per the work requirements at site. Any incidental job related to the main job is also in the scope of the contractor.
8	LPG gas is to be issued by VSP free of cost in case it is decided to use LPG in place of DA. In such case, Cutting set(without cylinder) comprising of hoses for LPG and Oxygen, adjustable regulator with adaptor for LPG, LPG Cutting nozzles of different sizes and hoses are in the scope of the contractor.
9	The contractor shall ensure usage of ISI marked regulators, hoses, nozzles cutting torches, welding holders and cables for the cutting and welding works. This must be adhered to strictly.
10	Welfare Allowance : SMA & ASMA is applicable : YES

SPECIAL CONDITIONS OF CONTRACT

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

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

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

c) **Supplier of Services / Goods shall comply with the GST provision as prescribed. In case of failure to comply with the GST provision by the Supplier thereby RINL could not obtain GST-ITC or ITC is reversed with interest at a later date the equivalent amount of ITC lost including interest paid, if any, to GST Authorities shall be recovered from the immediate payment due to the supplier of service.**

d) **The prices are exclusive of GST. RINL-VSP will pay GST as applicable on submission of Tax Invoices in accordance with Rule 46 of GST Rule 2017.**

The contractor will be paid GST by RINL-VSP along with monthly RA bills. The contractor will, in turn, submit the documentary evidence in support of payment of GST of each month along with subsequent month RA Bills.

The Supplier/Contractor shall upload the details of Invoices issued by him in the monthly return (GSTR-1) of the month in which Tax Invoices are raised to enable RINL to claim Input Tax Credit under GST. Otherwise, Payment of GST will not be made.

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

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

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

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

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

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

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

18 . SAFETY:

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

b) **The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly**

submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

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

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

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

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

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

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

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

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

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

A. HEIGHT:

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

B. EXCAVATION:

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

C. ELECTRICAL:

(1) Power cable clamped with G. I. Wires to post / pillar;
(2) Power cables tied on reinforce rod / structure without proper insulation;
(3) Loose connection taken from sockets without proper plug;
(4) Taking shelter behind electrical panel;
(5) Power cables / electrical wires lying on ground in hap-hazard manner;
(6) Source of supply / danger board not displayed on the electrical equipment;
(7) Electrical Control Post not provided with Barrication / Shelter / Canopy;
(8) Cables used having many joints;
(9) Earthing not provided on Electrical Equipments;

(10) ELCB not installed.

D. MATERIAL HANDLING:

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

E. GAS CUTTING:

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

F. ARC WELDING:

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

G. PPEs:

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

H. VEHICLE:

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

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

I. PERMITS:

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

J. GENERAL:

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

K. STATUTORY RECORDS:

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

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

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

HEIGHT:

(1) Using bamboo / or other non-standard material for scaffolding
(2) Railing not given at platforms or opening of floor
(3) Scaffolding planks not tied

(4) Throwing / dropping of material from height
(5) Proper ladder / approach not given for working at height
(6) Full body harness (FBH) not wearing
(7) Lifeline of FBH not anchoring
(8) Floor opening left unguarded in the area of work
(9) Working at roof without daily permit
(10) Walkway / cross over path not provided

EXCAVATION:

(1) No barricading of excavated pits

ELECTRICAL:

(1) Unauthorized working on electrical equipment

VEHICLE:

(1) Sleeping under truck

ARC WELDING:

(1) **Welding screen not used**

GENERAL:

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

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

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

AUTHORITY FOR IMPOSING PENALTIES:

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

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

19. SHUTDOWNS:

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

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

20. LABOUR DEPLOYMENT:

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

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

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

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

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

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

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

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

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

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

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

27. **DEFAULT BY TENDERERS: The successful tenderer may be debarred at the discretion of the company, from issue of further tender documents, work orders etc., for a specified period to be decided by the employer in case of :**
"Undue delay in starting and execution of work awarded, poor performance, backing out from the tender, non accepting work order/LOI during the validity of tender or non observance of safety rules and regulations, misappropriation of company's materials/property, non payment of due wages to labour or such similar defaults".

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

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

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

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

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

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

34. **Contractor shall note that:**

- **i) Time for mobilization after issue of FAX Letter of Intent/detailed Letter of Intent / Work Order shall be;**
  - **a. 03 (Three) days for Capital Repairs**
  - **b. 15 days for Civil Works**
  - **c. 60 days for painting works of Structural Engineering Department**
  - **d. 07 (Seven) days for Annual Mechanical, Electrical and works of technological assistance/cleaning.**
- **ii) Re-starting the work after disruption shall be within 04 (Four) to 06 (Six) hours after the cause of disruption is removed as decided by the HOD.**
- **iii) Notice period for Contract Termination shall be - 03 (Three) hours in the event of breakdowns, 02 (Two) days in Capital Repairs and 10 days in other works.**

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

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

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

V=a*(USR-USRo)+b*(SSR-SSRo)+c*(SKR-SKRo)

WHERE:

V = Escalation Payable
a = man days present by USW during the billing period
b = man days present by SSW during the billing period
c = man days present by SKW during the billing period
USR = Revised VSP approved Rate for USW at the time of billing
SSR = Revised VSP approved Rate for SSW at the time of billing
SKR = Revised VSP approved Rate for SKW at the time of billing

USRo = VSP approved Rate for USW indicated based on which the Estimate of work was prepared,
SSRo = VSP approved Rate for SSW indicated based on which the Estimate of work was prepared,
SKRo = VSP approved Rate for SKW indicated based on which the Estimate of work was prepared

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

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

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

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

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

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

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

4) Lapse ----------Delayed payment of PF

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

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

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

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

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

37.3. **(a) Penalty for delayed payment / non-payment of wages:**

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

(b) Payment of wages through banks:

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

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

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

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

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

1) Component ------- Notice pay
Recovery amount per labour per every working day ---
USK —Rs.43.16ps, SSK —Rs.48.83ps, SK—Rs.57.15ps

2) Component ------- Retrenchment compensation
Recovery amount per labour per every working day -----
USK —Rs.21.58ps, SSK —Rs.24.41ps, SK—Rs.28.57ps

3) Component ------- Leave with wages
Recovery amount per labour per every working day
USK —Rs.26.56ps, SSK —Rs.30.05ps, SK—Rs.35.17ps

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

Sub-total -
USK —Rs.91.30ps, SSK —Rs.103.29ps, SK—Rs.120.89ps

4) Component ---------- Bonus
Recovery amount per labour per every working day
USK —Rs.43.14ps, SSK —Rs.48.81ps, SK—Rs.57.13ps

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

GRAND TOTAL
USK —Rs.134.44ps, SSK —Rs.152.10ps, SK—Rs.178.02ps
10% towards profit and over heads of contractor
USK —Rs.13.44ps, SSK —Rs.15.21ps, SK—Rs.17.80ps
Total recovery amount
USK —Rs.147.88ps, SSK —Rs.167.31ps, SK—Rs.195.82ps

Note:

*i) The above recovery rates are **effective from 01/10/2019.** In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for workmen category-wise will be revised by RINL/VSP and will be notified accordingly.*

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

42. PAYMENT MODE FOR BILL AMOUNTS:

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

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

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

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

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

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

(1) Vendor Code :

(2) Option : RTGS / EFT

(3) Beneficiary Details

a) Name of Beneficiary (Max.35 characters) :

b) Bank Name (Max. 35 characters) :

c) Branch Name (Max. 35 characters) :

d) Account Number (Max. 35 characters) :

e) Account type (Max. 35 characters) :

(Savings / Current / Overdraft) [Mention Code No. also]

f) Beneficiary Bank's IFSC Code (Max. 11 characters):

(For RTGS Mode only)

g) Beneficiary Bank's MICR Code (Max.09 characters):

(For EFT Mode only)

(Signature of the Party / Contractor)

Name:

Desgn:

CERTIFICATE

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

Sd/-.....

(Signature of Branch Manager)

Name :

Seal of Bank :

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

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

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

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

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

b) **Price condition: Tenderers shall quote the price of the goods or services excluding GST. Applicable GST shall be indicated against each item and will be paid extra on submission of tax invoice.**

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

Evaluation criteria:

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

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

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

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

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

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

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

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

45. **i)** **The tenderers shall quote their most reasonable and workable price. In case the L1 price is found to be less than the 'Lower limit of estimated value' specified in the tender by RINL, the L1 tenderer (including all other tenderer(s) who match the L1 price for award of contract on split basis) shall be required to submit Additional Security Deposit (ASD). The ASD shall be equal to the difference between the 'Lower limit of estimated value' and the L1 price. The ASD shall be in addition to any other Security Deposit specified in the Terms and Conditions of Tender and shall be submitted in the form of Bank Draft / Banker's Cheque (BC) / Pay order (PO) / Bank Guarantee (from any Nationalised / Scheduled Commercial Bank), in the Format prescribed by RINL.**

ii) **In case the L-1 tenderer or any other tenderer who matched the L-1 price for award of contract on split order basis, refuses / fails to submit the ASD within 15 days of request from RINL, Earnest Money Deposit of such tenderer(s) shall be forfeited and such tenderer(s) shall be debarred from participation in all the future tenders of RINL for a period of one year.**

iii) **The conditions as at Sl.No.(i) & (ii) above shall be applicable for Micro and Small Enterprises also.**

iv) **The BG for ASD would be valid for the period equivalent to Contract Period+DLP+6 months and should be extended as and when the contract is extended. The said ASD shall be released along with the Security Deposit.**

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

UNDERTAKING LETTER

To

General Manager I/C (WC).
Works Contracts Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031.

Name of work: "Cleaning works in Billet Mill & shipping areas of LMMM"

RFx No. **2600005850**

Sir,

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

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

SIGNATURE OF THE TENDERER