



FORM 'C'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPARTMENT
VISAKHAPATNAM-530031
PHONE NO: (MAX)3691, TELEFAX NO:0891-2518763

NAME OF THE WORK:

Lancing jobs in CCD area of SMS

TENDER NO: 59252-0

PERIOD OF CONTRACT : **12 (Twelve) Months**
DEFECT LIABILITY PERIOD : **NIL**
ENGINEER : **AGM(O)-SMS**

ISSUED TO SRI/ M/s. _____

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

No of pages of BOQ alone : 02 (Two) pages only

Total No. of pages : 16 (Sixteen) pages only

(FOR OFFICE USE ONLY)

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



RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
WORKS CONTRACTS DEPT., VISAKHAPATNAM -530031 (A.P.)
TELEFAX: 0891-2518763 TEL NO: 0891-2758705, 2518763

SHORT OPEN TENDER NOTICE NO: VSP/WC/SMS/59252-0/O/2009-10 Dated 30.11.2009

1. Sealed tenders along with Earnest Money Deposit (EMD) are invited from experienced and registered contractors for the following work:

Tender No:	Name of the work
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59252-0 Lancing jobs in CCD area of SMS

Tender Number	Cost of Tender Document (Non-refundable)		Eligibility/ experience requirements	Earnest Money Deposit (Rs.)
	By hand (Rs.)	By download (Rs.)		
59252-0	600/-	600/-	Registration Certificate under Category - 10.2 of Class - G or F or E	5,000/-

- 2.0. Cost of Tender document(s) shall be paid in the form of Demand Draft / Pay Order / Banker's Cheque, obtained from any Nationalized or Scheduled Bank in India, drawn in favour of RIN Ltd., payable at Visakhapatnam and shall be valid for a minimum period of one month from the date of opening of tender i.e., Envelope-1 (Pre-qualification documents). **THE COST OF TENDER DOCUMENT(S) RECEIVED ALONGWITH TENDER DOCUMENT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES UPON RECEIPT OF TENDER.**
- 3.0 The tenderers are requested to note that :
- 3.1 The offer shall be made in **02(two) envelopes**:
First envelope (to be super scribed as Envelope-1 with name of the work, tender no.) should contain the cost of the tender document in case the tender is down loaded from the web site (Tender can be purchased from the office of DGM(WC) I/c by paying tender cost in the form of DD/PO/BC as cited at para-2 above in which case tender cost need not be enclosed while submitting the tender), Earnest Money Deposit(EMD) separately in the form of DD/PO/BC etc (refer to instruction to tenderer) and pre-qualification documents[Criteria eligibility/experience and other documents etc.) as cited at para- 1.0 above, duly signed / attested by the authorized representative of the company. **Second envelope** (to be super scribed as Envelope-2 with name of the work, tender no.) should contain price bid in its prescribed format along with the tender document.
- 3.2 The first cover shall be opened initially and only on satisfying the eligibility criteria, adequacy of cost of tender document (incase of downloaded tender) and EMD etc., placed in it, the second envelope containing the price bid shall be opened. **In case the price bid(s) is/are not opened immediately after opening of Envelope-1**, then the date and time of opening of the price bid along with names of successful tenderers in pre-qualification will be subsequently displayed in the notice board of Works Contracts only and no individual communication to tenderers will be made.



- 3.3. **The documents submitted in the first envelope by the tenderers in respect of pre-qualification criteria are final and no further correspondence / clarifications / submissions in this regard shall be entertained.**
- 3.4. Scope of work, Bill of Quantities (BOQ), Terms & Conditions given in the tender documents (placed in the website) is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website / issued are found tampered/alterd/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.
- 3.5. It will be presumed that the tenderers have gone through the General Conditions, Special Conditions & Instructions to tenderer etc., of the contract available in the website which shall be binding on him/ them.
- 3.6. **The tenderer shall download the “TENDER SCHEDULE” available on the website in totality and submit the same duly signed on each page.**
- 3.7. **Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s)**
- 4.0. The tender documents and other details can be downloaded from our web site: www.vizagsteel.com and the same are to be submitted to the Dy. General Manager (Works Contracts), Visakhapatnam Steel Plant duly signed on each page by the tenderer **on or before 03.00PM on 10.12.2009**
- 5.0. Non-transferable tender document can also be obtained from the office of Dy. General Manager (Works Contracts), VSP on written request on bidder's letter head on payment of tender cost in the form of DD/BC during working hours 10 AM to 4.30 PM **on or before 04.30PM on 09.12.2009.**
- 6.0. Tenders will be received in the office of Dy. General Manager (Works Contracts), **up to 03.00 PM on 10.12.2009 and Envelope-1 will be opened immediately there after.**
- 7.0. If it comes to the notice of VSP at any stage right from request for registration /tender document that any of the certificates /documents submitted by applicant for registration or **by bidders are found to be false /fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 05(FIVE) years including termination of contract, if awarded. E.M.D/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of E.M.D./Security Deposit , if any, and recovery of risk and cost charges etc., Decision of V.S.P Management will be final and binding**
- 8.0. The date of opening of the pre-qualification cover (envelope-1) shall be the date of tender opening in respect of both the single bid and two-bid (techno-commercial and price-bid).
- 9.0. **Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of Electrical License/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.**
- 10.0. Tender documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc.. RINL reserve the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency, (c) reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of and without being liable to refund the cost of tender documents thereupon.

For Deputy General Manager (Works Contracts) I/c



INSTRUCTIONS TO TENDERERS

- 1.a) Tenders shall be submitted in the office of the Deputy General Manager (Works Contracts), Visakhapatnam Steel Plant, Visakhapatnam - 530 031.
- b) Tenders shall be submitted in the prescribed form issued by VSP. The Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
- c) The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their "**Total Amount only**" accordingly.
- d) Tender shall be for the entire scope of work mentioned in the tender documents.
- e) Tenderer "**Shall quote only the Total Amount in figures and in words**". Over writing is not permitted and corrections are to be essentially initialed. Amount quoted in words shall govern in case of variance between figures and words.
- f) The "**Total Amount quoted in figures and words shall be tallied**" before submission of the tender and all mistakes corrected and initialed. Quotation shall preferably be type written or written in neat and legible handwriting. All the pages of tender documents shall be signed by the tenderer.
- g) If by any reason the tender opening is postponed to any other date, the details will be displayed in the notice board of Works Contract Department. Tenderers shall see the notice board regularly and keep themselves informed in this matter.
- h) Before quoting, the tenderer shall necessarily contact the "Engineer" and fully understand the job, scope of work, unit of measurement, mode of measurement, scope of supply of materials by VSP if any, working conditions, shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.
- i) General Conditions of Contract of VSP for Works Contracts are available in the Office of DGM (Works Contracts) and also in VSP's web site for reference. The tenderers shall study and understand all the relevant provisions before quoting.
- j) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender i.e., Envelope-1.
- k) After opening of tender, the tenderers may be called for negotiations and the details like date, time etc. will be displayed on the notice board of W.C. Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
- l) Purchase Preference will be given to PSU's where applicable as per DPE guidelines.
- m) The local Small Scale Industries as approved by VSP and registered with Works Contracts Department of Visakhapatnam Steel Plant in the category of Industrial Paint Manufactures for supply and application of industrial Paints to various structurals, equipment pipelines etc., are eligible for purchase preference as per the policy of VSP in force from time to time. The local small-scale industries, those who are technically and commercially acceptable shall be considered for extension of Purchase Preference, if the offer is within 15% above L-1 price and upon their matching with L-1 price.
- n) The date of opening of pre-qualification envelope-1 shall be the date of tender opening in respect of both the SINGLE BID AND TWO- BID(Techno-commercial and Price bid) tenders.

2) EARNEST MONEY DEPOSIT (EMD)

- a) **In case of Earnest Money Deposit being less than or equal to Rs.5 Lakhs**, Earnest Money Deposit shall be in the form of Demand Draft / Pay Order / Banker's Cheque obtained from any Nationalized or scheduled commercial bank in India, drawn in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam and shall be valid for a minimum period of one month from the Envelope-1 (Pre-qualification documents) opening date. **No other mode of payment will be accepted. However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the format as enclosed to the GCC) from any Scheduled Commercial Bank, encashable at Visakhapatnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the date of opening of Envelope-1 (Pre-qualification documents). The above shall supercede the instructions regarding "form of EMD" elsewhere in the tender document.**
The above shall supercede the instructions regarding "Form of EMD" elsewhere in the tender document.
- b) Govt. Departments, Public Sector Units, SSI Units (**ONLY PERMANENTLY REGISTERED**) etc., are exempted from submitting EMD.
- c) Small Scale Industrial units who request for exemption from submission of EMD shall submit a copy of their **PERMANENT REGISTRATION** in a separate sealed cover stapled or attached with their sealed tender. Only such SSI units registered for the same Trade/Item for which the tender is relevant will be exempted from submission of EMD.
- d) EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.

3) MODE OF SUBMISSION OF TENDER

- a) Tender shall be submitted in two separate sealed covers. In case of single bid tender, the first cover shall contain the D.D. / Pay Order / Banker's Cheque for Earnest Money Deposit / Cost of Tender Document / EMD exemption documents for PSUs & SSI units, other pre-qualification documents etc. and the second cover shall contain the tender.
- b) In case of two bid system, the first cover shall contain the techno-commercial bid part of tender, along with the other bank instruments / documents indicated in para 3(a) above, and the second cover shall contain only the price bid part of tender.
- c) The two sealed covers as mentioned above shall be stapled / tied together and submitted. The first cover will be opened first and only if the submitted documents / instruments are found to be as per NIT requirement, will the second cover containing the price bid be opened.
- d) Tenders not satisfying the requirements as per NIT will not be opened.



SPECIAL CONDITIONS OF CONTRACT (SCC)

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 forming 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. 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 covering payment of exgratia amount of Rs.1,00,000/-** (Rupees One lakh only) in case of fatal accidents to the contract labour engaged by him. As and when a fatal accident takes place, the contractor is required to pay the exgratia amount within 30 days from the date of accident to the legal heir of the deceased. 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 Deputy Commissioner of Labour, Government of Andhra Pradesh, Visakhapatnam as required.
 - c) **PF Registration Certificate issued by PF Authorities**
 - d) **Safety clearance** from Safety Engineering Department of VSP.
6. The contractor shall submit wage records, work commencement/completion certificate etc. and obtain necessary clearance from Contract Labour Cell of VSP for bills clearance.
7. 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.
8. 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.
9.
 - a) Total amount quoted shall be inclusive of all taxes, levies, duties, royalties, overheads and the like but excluding service tax 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) The benefit offered by the agency (other than Service Tax) will be deducted from each bill on the offered percentage basis. Amount so recovered shall be released, limiting to the percentage of benefit offered on the quoted price, only on receipt of credit by VSP.
 - d) **The prices are exclusive of Service Tax. RINL-VSP will pay Service Tax as applicable on submission of Invoices in accordance with Rule 4A(1) of Service Tax Rules 1994. The contractor will be paid Service Tax by RINL-VSP along with monthly service charge bills for further deposit with Central Excise Authorities. The contractor will, in turn, submit the documentary evidence in support of payment of Service Tax of each month along with subsequent month RA bills.**



10. **ADVANCE:** No advance of any sort will be given by VSP.
11. **PAYMENT TERMS:** Payment will be made monthly on recommendations of the Engineer basing on the quantities executed, at accepted rates.
12. **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.
13. **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.
14. **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.
15. 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.
16. **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/nosril 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 deptt. 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.
 - 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".**
17. **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.
18. **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.
19. **SECURITY REGULATIONS:** The contractor shall abide by and also observe all security regulations promulgated from time to time by the employer.
20. **STORING/STACKING OF MATERIALS:** Storing/Stacking/Placing of materials shall be only at the places designated by the engineer.
21. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
22. After completion of work activity, the site has to be cleared of all debris, construction material and the like.



23. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Employer.
24. **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.
25. **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".
26. 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.
27. 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.
28. 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.
29. 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.**
30. **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.**
31. 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.
32. SSI units registered with Govt. of AP/NSIC are eligible for exemption from Payment of EMD/SD as per Clause 13 above including ISD in case of obtaining specific registration for executing works/contracts outside the premises of their factory/work shop. Otherwise the above exemption shall be limited to their line of manufacture/production only. However, in lieu of SD a Performance Guarantee Bond in the prescribed proforma equivalent to the value of SD covering the period of contract + defect liability period + 6 months (Claim period) is to be submitted.
33. 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.
34. Govt. Undertakings are exempted from submission of Earnest money Deposit and Security Deposit as cited at Clause 13 above for executing works in VSP. However, in lieu of the same, a Performance Guarantee Bond in the prescribed proforma equivalent to the value of SD covering the period of contract + defect liability period + 6 months (claim period) is to be submitted.



35. In case of any statutory revision in the minimum wages payable to contract workmen, by the Government of Andhra Pradesh, Escalation shall be paid as per the following formula:

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

WHERE:

- V= Escalation Payable
 L= Labour Content as Percentage of the Work is **100% (Hundred percent)**.
 W= Gross value of work done on the basis of Contract Rates for the period for which variation is applicable
 X= Revised Average Wages for Unskilled, Semi-skilled and Skilled Categories of Workers as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P.Gazette for the period under consideration.
 X_o = Average Wage of Un-skilled, Semi Skilled and Skilled Categories of Workers as notified by Commissioner of labour, Government of Andhra Pradesh, Hyderabad, Published in the A.P. Gazette as on the date of opening of the tender (Single bid)/Technical Bid (Two Bid System) Envelope-1 in both cases.

36. **PAYMENT OF MINIMUM WAGES:** Wages paid to the workmen by the contractor should not be less than the rates notified by the Commissioner of Labour, Andhra Pradesh, Hyderabad published in the Andhra Pradesh gazette from time to time with regard to the minimum wages applicable to the respective category of workmen **plus the ad-hoc amount at the rate of RS.11.54ps 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 workman 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.

LAPSE	ACTION BY VSP
1. a) Payment of wages at rates less than those notified under the minimum wages. b) Non-payment of ad-hoc amount	a) An amount equivalent to the differential amount between wages to be paid under minimum wages notification of the Govt. applicable for the period less actual wages paid shall be recovered from the bills as certified by the Engineer. b) As amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills as certified by the Engineer.
2. Non payment of wages	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. Non Payment of PF	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 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 contractor as certified by Engineer.
4. Delayed Payment of PF	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. The contract period can be extended at the discretion of V.S.P. up to 04 (Four) months at the existing Rates, Terms and conditions and the Contractor shall be bound to execute the work accordingly and the offer of the Contractor is deemed to include this aspect.
38. 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.
39. 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).
40. 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:

S.No.	Component	Recovery amount per labour per every WORKING DAY (in Rs.) (Ro)			To be released when
		UN- SKILLED	SEMI- SKILLED	SKILLED	
01	Notice pay	Rs.10.48ps	Rs.13.21ps	Rs.15.95ps	After the Contractor makes payment to the workmen in the presence of Engineer I/c and CLC representatives . A certificate to this effect is to be enclosed with pre-final bill. (to be paid with pre-final bill)
02	Retrenchment compensation	Rs.5.24ps	Rs.6.61ps	Rs.7.98ps	
03	Leave with wages	Rs.6.45ps	Rs.8.13ps	Rs.9.82ps	
Sub-total		Rs.22.17ps	Rs.27.95ps	Rs.33.75ps	
04	Bonus	Rs.10.50ps	Rs.12.70ps	Rs.12.70ps	After the Contractor makes payment to the workmen in the presence of Engineer I/C 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		Rs.32.67ps	Rs.40.65ps	Rs.46.45ps	

Note:

- i) In case of any statutory revision in Minimum Wages payable to Contract Workmen, by the Government of Andhra Pradesh, the above recovery amounts for above components **per workman category-wise**, are to be revised as per the following formula;

$$\text{Revised recovery amount}(R1) = \text{Original Recovery amount (Ro)} \times \frac{\text{Revised wage (X)}}{\text{Original wage (Xo)}}$$

Where:

R1 = Revised recovery amount per working day per worker category

Ro= Original recovery amount envisaged in Contract per working day per worker category

X = Revised wage per day per category of workman., ie.,for Unskilled , Semiskilled, and Skilled categories of workers as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P. Gazette for the period under consideration.

Xo=Wage per day per category of workman ie., for Unskilled , Semiskilled, and Skilled categories of workers as notified by Commissioner of Labour, Government of Andhra Pradesh, Hyderabad, published in the A.P. Gazette as on the date of opening of Envelope-1 on

- ii) Wage per day per workman=(Wage per category per workman per month notified by AP Govt. / 26)

iii) Payment against the above components has to be made to the workmen based on prevailing wages of **last month pay**.

iv) The above recovery amounts are inclusive of 10% towards profits & overheads. The actual amount payable to each workman shall be arrived at by deducting 10% (towards profits & overheads) from the above recovery amounts

Note : The recovery amounts indicated shall undergo revision consequent to the revision of minimum wages of contract labour notified by the Commissioner of Labour, Govt. of A.P., Hyderabad vide G.O.No.6 Dt.18th August 2009

**41. PAYMENT MODE FOR BILL AMOUNTS:**

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

41.1.1 **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.

41.1.2 **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

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

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

(Signature of the Party / Contractor)

Name:

Design:

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 :

41.3 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.

41.4 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".

41.5 *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.*



42. **CLAUSES CONCERNING CENVAT AGAINST EXCISE DUTY:**

- a) The tenderer shall specify the percentage of CENVAT benefit on quoted price for which they shall furnish the duty paying documents.
- b) The successful tenderer shall take necessary steps to comply with the rules and provisions of central excise and service tax law facilitating VSP to avail CENVAT credit.
- c) The amount of CENVAT benefit declared shall be deducted from the tendered price for the purpose of tender evaluation i.e. the evaluation shall be on the net of CENVAT benefit.
- d) The invoice raised by the Contractor should clearly mention VSP as the consignee (Consignee: RINL, VSP, A/c: Name of the contractor). It should be ensured that material has been delivered along with the duplicate for transporter copy of the invoice, based on which CENVAT credit is to be claimed.
- e) The duty paying documents shall be submitted as soon as the material is procured by the agency for incorporation in the work. The CENVAT benefit offered by the agency will be deducted from each bill on the offered percentage basis and will be released to the extent CENVAT benefit could be availed by VSP. The contractor shall extend all possible help to facilitate VSP to avail CENVAT benefit. If CENVAT benefit could not be availed by VSP due to reasons attributable to the contractor, such amount will not be released by VSP.
- f) In the event the CENVAT benefit realized by VSP (based on documents) is in excess of the CENVAT benefit offered by the agency/contractor, the refund will be restricted to the benefit offered by the agency. The excess amount realized from Excise Authorities will be to the credit of VSP only.
- g) 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 CE Act.

SCOPE OF WORKProposal No **349090900400**Work Desc **Lancing jobs in CCD area of SMS**

Cond No	Cond Desc
1	Conditioning of the following equipment/material by lancing a) Jams on secondary cooling section b) Jams removal from the rollers of N1 section c) Jams removal from Tundish car d) Jams removal of sub entry nozzle (SEN) holders e) Jammed mould covers/mould plates.
2	Removal of blooms that got stuck-up in radial portion of continuous casting machines (CCM) by lancing
3	Lancing of red hot cast bloom as it is being cast, at specified length, in Gas cutting Machine (GCM) area in case of GCM failure.
4	Lancing of cold/hot bloom to required length at GCM as per the instruction of Engineer-in-Charge or his representative
5	To ensures the discharge of the break-out bloom by lancing it at bottom of the secondary cooling section GCM
6	Lancing work connected with miscellaneous maintenance & breakdown jobs as and when required in CCD area are to be done
7	In case of emergency situation the lancers are to be deployed in any area of SMS as per the instruction of Engineer-in-Charge

TERMS AND CONDITIONS

TENDER NO :

59252

PROPOSAL NO : 349090900400

WORK DESC : Lancing jobs in CCD area of SMS

<u>Cond No</u>	<u>Cond Desc</u>
1	Any enabling work whcih is not specifically brought out in BOQ or specification but required to be done for accomplishment of work as per BOQ are deemed to be included in item rate.
2	VSP site Engineer's decision is final regarding the work.
3	The job has to be carried out in all three shifts, on all days including SUNDAYS and PUBLIC HOLIDAYS IN A PERIOD OF ONE YEAR
4	Two (2) lancers per shifts in all 3 shifts and 2 lancers in 'G' shift are to be deployed
5	The contractor will have to provide FR coats, Heat resistance face shields, Safety helmet (Fibre-glass), Safety shoes (DMS ankle type), leather gloves, Dust mask and other safety appliances to all lancers.
6	The contractor shall fallow all safety requirements.
7	The scope of materials and consumables supply are as follows: a) Material to be supplied by VSP: NIL b) Consumables supplied by VSP : Lance pipes c) Material to be supplied by contractor : Nil d) Consumables to be supplied by contractor : NIL
8	The contractor should take care of the coordination and laisioning with shift-in-charge(o) and safety of the workers deployed in all the three shifts
9	The contractor has to ensure the deployment of the above lancers on every shift on regular basis
10	The deduction of sales tax shall be done as per the rules prevailing from time to time.
11	An aditional 10 % of VSP's approved Skilled labour rate to be paid to workers alongwith paid wages due to working close to liquid steel casting in all three shifts in heat, dust & noise environment.

Tender No. 59252-0

BOQ REPORT

DEPT NAME : SMS ENGG DIVN : OPERATIONS

PROPOSAL NO : 349090900400 RESP CODE : 340503

Work Desc : Lancing jobs in CCD area of SMS

Item No.	Item Description	Unit Desc.	Quantity	Rate (Rs.)	Amount (Rs.)
1	Suply of lancers for MAN DAY lancing jobs in LD&CCD of SMS		2920.000	319.72	933582.40
Rupees Three hundred nineteen and paise seventy-two Only					933582.40
Rupees Nine lakh thirty-three thousand five hundred eighty-two and paise forty Only					

Signature of I/C

Signature of HOD



FORM 'G'

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

TENDER NO: 59252-0

**WORKS CONTRACTS DEPARTMENT
BILL OF QUANTITIES (BOQ)**

Name of the work :

Lancing jobs in CCD area of SMS

1. The quantities indicated are approximate and may vary to a wide range. Payment shall be made as per the actual work carried out at corresponding accepted rate.
2. Wherever old items are replaced for fixing new items, all related connections are to be made good for proper functioning of new items. Dismantled / old items are to be handed over to the stores.

No.	DESCRIPTION	UNIT	QTY.	RATE (Rs.)	AMOUNT (Rs.)
	As per the detailed Bill of Quantities enclosed in 01 (One) page.	ESTIMATED VALUE (Rupees Nine lakhs thirty three thousand five hundred eighty two and paise forty only)			9,33,582=40 ps.

TOTAL AMOUNT QUOTED IN FIGURES: Rs. _____

TOTAL AMOUNT QUOTED IN WORDS: Rs. _____

_____ only.

- Note:
1. Tenderer shall write their quoted offer both in WORDS and FIGURES. The quoted offer in WORDS shall be in CAPITAL / BLOCK letters.
 2. If there is discrepancy between the amount mentioned in FIGURES and the amount mentioned in WORDS, the amount as mentioned in WORDS only shall be taken as the quotation of the tenderer.

UNDERTAKING

We hereby confirm that our quoted value for the subject work is after considering the revision in minimum labour wages intimated by the Govt. of A.P. vide G.O.No.6 Dt.18th August, 2009 and we are agreeable for the recovery components towards the final settlement benefits to the contract labour in the Special Conditions of the Contract, revised in line with the revised wages in the LOA / Work Order issued to us, if we are the successful tenderer.