

CORRIGENDUM No.1 - EXTENSION NOTICE

**RASHTRIYA ISPAT NIGAM LIMITED
(A Government of INDIA Enterprise)**

MATERIALS MANAGEMENT DEPT.,
TRANSPORT & SHIPPING SECTION,
BLOCK-A, 3RD FLOOR, MAIN ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530 031 (A.P.), INDIA.

Telephone No: +91 891 2519520; **FAX** No: +91 891 2519520 / 2518753 / 2518756
E-mail: tns_mm@vizagsteel.com ; ketha_mm@vizagsteel.com

TENDER No. T&S/14/02 DT.19.06.2014

Sealed Tenders are invited for Stevedoring, Handling, Clearing & Forwarding of Dry Bulk Cargo like Coking Coal, Boiler Coal, Pulverized Coal etc. received through geared Handymax Vessels at Visakhapatnam Port Trust (VPT) or any other BOT Terminal at VPT.

LAST DATE & TIME FOR TENDER OPENING:

EXTENDED UPTO 10:30 HRS (IST) ON 08.08.2014

Tenderers who are interested to participate in the tender can download the tender document free of cost from our website www.vizagsteel.com and submit their offer before the Tender opening time as per the instructions given in the tender document.

Tenderers may regularly visit our website www.vizagsteel.com for any Corrigendum / Addendum.

- EXECUTIVE DIRECTOR (MM)

OPEN TENDER NOTICE

**RASHTRIYA ISPAT NIGAM LIMITED
(A Government of INDIA Enterprise)**

MATERIALS MANAGEMENT DEPT.,
TRANSPORT & SHIPPING SECTION,
BLOCK-A, 3RD FLOOR, MAIN ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT,
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TENDER No. T&S/14/02 DT.19.06.2014

Sealed Tenders are invited for Stevedoring, Handling, Clearing & Forwarding of Dry Bulk Cargo like Coking Coal, Boiler Coal, Pulverized Coal etc. received through geared Handymax Vessels at Visakhapatnam Port Trust (VPT) or any other BOT Terminal at VPT.

LAST DATE & TIME FOR TENDER OPENING:

UPTO 10:30 HRS (IST) ON [23.07.2014](#)

Tenderers who are interested to participate in the tender can download the tender document free of cost from our website www.vizagsteel.com and submit their offer before the Tender opening time as per the instructions given in the tender document.

Tenderers may regularly visit our website www.vizagsteel.com for any Corrigendum / Addendum.

- EXECUTIVE DIRECTOR (MM)

RASHTRIYA ISPAT NIGAM LTD.

(A Government Of INDIA Enterprise)

MATERIALS MANAGEMENT DEPARTMENT,
TRANSPORT & SHIPPING SECTION,
Administrative Building, 3rd Floor, A Block,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530 031.

(Telephone No: 0891-2519520; FAX No: 0891-2519520/2518753/2518756;
E-mail: tns_mm@vizagsteel.com; ketha_mm@vizagsteel.com)

INVITATION TO TENDER

TENDER No. T&S/14/02 Dated 19.06.2014

**LAST DATE & TIME FOR RECEIPT
OF TENDERS : UPTO 10:30 HRS
ON 23.07.2014**

**DATE & TIME OF OPENING OF
TENDERS : AFTER 10:30 HRS ON
23.07.2014**

Sub: Tender for Stevedoring, Handling, Clearing & Forwarding of Dry Bulk Cargo like Coking Coal, Boiler Coal, Pulverized Coal etc. received through geared Handymax vessels at Visakhapatnam Port Trust (VPT) / or any other BOT Terminal at VPT.

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Rashtriya Ispat Nigam Ltd. (**RINL**), Visakhapatnam Steel Plant (**VSP**) is pleased to invite tenders for the work of Stevedoring, Handling, Clearing and Forwarding of Dry Bulk Cargo like Coking Coal, Boiler Coal, Pulverized Coal etc. received through geared Handymax vessels from Visakhapatnam Port (**VPT**) to Visakhapatnam Steel Plant (VSP) stackyard from reputed logistics service providers capable of deploying suitable equipment.

1.0 SCOPE OF WORK:

- 1.1.** Scope of work includes all activities from unloading the Cargo from vessels to forwarding the same from Port (VPT) to Visakhapatnam Steel Plant Stackyard like Stevedoring (Discharge at Outer Harbour - VGCB / OB / NOM etc. and/or at Inner Harbour of VPT and/or at any other BOT Terminal at VPT) , Wharf clearance, handling, transportation to storage yard (i.e. plot at VPT / BOT Terminal operator premises hired by the CONTRACTOR), high stacking, de-stacking, placement of railway indents, loading into railway wagons for transportation to Visakhapatnam Steel Plant Stackyard, etc. and Customs & Port Clearance (Optional) if required. Refer Special Conditions of Contract (SCC) at **ANNEXURE – I** to the Tender document for further details.
- 1.2.** It may please be noted that at present RINL do not have any plot on lease terms at VPT. Therefore, the tenderer shall make necessary arrangements for hiring of the plots at VPT / BOT Terminal operator premises and stacking till complete evacuation of the cargo to VSP stackyard.

- 1.3.** The TENDERER shall furnish their plan for handling the cargo from a vessel Viz.,
- i) Full discharge at Outer harbour berths of VPT / BOT facility
OR
 - ii) Part discharge at Outer harbour and balance discharge at Inner harbour berths of VPT / BOT facility
OR
 - iii) Any other plan of handling.

2.0 **QUANTITY:** Quantity intended to be handled during the contract period would be approximately **1,50,000 MT.**

2.1. RINL reserves the option to handle the vessels at VPT or GPL based on Cost economics on vessel to vessel basis. Port of discharge will be decided by RINL based on the 'Lower Net Cost' (including Handling cost and Freight).

2.2. Tenderers are requested to note that no guarantee is given to any definite volume of work which will be entrusted to the CONTRACTOR at any time or throughout the period of the contract.

2.3. No claim will be entertained from the CONTRACTOR for his equipment or labour having remained idle or for any other expenses incurred by him due to flow of work not being continuous or for no work against the contract.

3.0 **PERIOD OF CONTRACT:**

3.1. The contract period for the work to be assigned against this tender would be for a period of **Two years** from the commencement date mentioned in Letter of Acceptance (**LOA**).

3.2. The contract can be terminated by the COMPANY by giving 30 days advance notice to the CONTRACTOR during its currency without assigning any reason whatsoever and without there being any liability on the COMPANY, whatsoever on such termination.

3.3. If for any reason either due to contractual obligations with the suppliers or Government's decision or for any other reason if the import of Coking Coal / Boiler Coal / PCI Coal etc. is stopped at any time, during the validity of the contract, the COMPANY shall have the right to terminate the contract without accepting any liability whatsoever by giving 30 days notice.

4.0 **ELIGIBILITY CRITERIA:** Tenderers fulfilling the following eligibility criteria can participate in the tender:

4.1. **LICENSE:** Firms participating in the tender shall possess a **valid Stevedoring License** issued by Visakhapatnam Port Trust (VPT) or Concession Agreement issued by Visakhapatnam Port Trust (VPT) in case of BOT Terminal operators. Firms holding valid Stevedoring License issued by any Port in India can also participate subject to the condition that such Firms would obtain stevedoring license from VPT within 30 days from the date of issue of LOA by RINL. Copy of the valid Stevedoring License / an undertaking by Concession Agreement holder to the effect that they are in possession of a valid Concession Agreement issued by VPT is to be submitted along with the tender.

- 4.2. DISCHARGE RATE:** Should be capable of discharging **12,000 MT** per Day. Evidence of past performance at any Indian port to be enclosed.
- 4.3. EXPERIENCE:** Firms possessing valid Stevedoring License should have Stevedoring & handling experience for a minimum quantity of **50,000 MT** / One Handymax Vessel of dry bulk cargo per annum at any Port in India in any one year out of the preceding three financial years. As a proof of the relevant experience, documentary evidence like Work Orders along with the Experience Certificate issued by the Principals are to be submitted. However, in case of BOT Terminal operators this clause is not applicable.
- 4.4. EQUIPMENT:** Should be in a position to deploy minimum 20 dumpers of 10 MT capacity or above and 10 front end loaders or pay loaders of minimum 115 HP capacity and 2 heavy duty front end loaders of minimum 220 HP in good working conditions. The equipments shall be either owned or under the control of the Firm through valid lease agreement. Documentary evidence in support of the same along with the details as per **ANNEXURE-VI** to be submitted. However, in the event the entire cargo handling is carried out using mechanized handling system, this clause is not applicable.
- 4.5. CHD REGISTRATION:** Should be **registered with Cargo Handling Division (CHD) of VPT** at the time of submission of tender. The offers of such tenderers who undertake to get registered with CHD of VPT, Visakhapatnam within 30 days from the date of LOA shall also be considered. However, in case of BOT Terminal operators this clause is not applicable.
- 4.6. CHA LICENSE:** Should possess a valid CHA license issued by Customs House, Visakhapatnam. The offers of such tenderers who cannot submit this license on the due date of tender opening shall also be considered subject to the condition that this license would be obtained within 30 days from the date of issue of LOA.
- 4.7.** Any service provider Port or any BOT Terminal operator at VPT undertaking the operations of customs & port clearance, stevedoring, handling, clearing and forwarding of imported bulk cargo like Coking Coal, Boiler Coal, Pulverised Coal etc. by Railway Wagons to Visakhapatnam Steel Plant Stackyard under their purview can also participate in this tender.
- 4.8.** In case, a tenderer intends to operate at the BOT Terminal operator facility at VPT, a consent letter from the concerned BOT Terminal operator confirming their willingness to handle the cargo on behalf of the TENDERER shall be enclosed.
- 4.9. Offers of Tenderers not fulfilling the above eligibility criteria are liable for rejection.**

5.0 SUBMISSION OF THE TENDERS:

- 5.1.** Tenderers satisfying the above conditions may submit their tenders in accordance with the terms and conditions contained in the tender documents. In the normal course, counter conditions are not acceptable. Non acceptance of the tender terms and/or offering counter conditions may result in such tender being rejected. However, if any Tenderer feels that it is absolutely essential to spell out certain counter conditions, even at the risk of the tender being rejected, they may do so by attaching a separate sheet of deviations/counter conditions to the commercial part (Part-I) of the bid. If no such deviations sheet is enclosed to the commercial part of the tender, it shall be presumed that the tenderer has accepted all the

tender conditions unconditionally. Nothing should be written or attached to the Price Bid (Part-II).

5.2. This tender document contains the following parts:

S. No.	DESCRIPTION	ANNEX-URE No.	PAGE Nos.	No. of Pages
1	INVITATION TO TENDER		1-8	8
2	SPECIAL CONDITIONS	I	9-27	19
3	GENERAL CONDITIONS OF CONTRACT	II	28-35	8
4	INSTRUCTIONS TO TENDERERS	III	36-39	4
5	PRICE BID FORMAT - SCHEDULE OF RATES	IV	40-41	2
6	PROFORMA FOR PREVIOUS EXPERIENCE OF THE TENDERER	V	42	1
7	PROFORMA FOR EQUIPMENT TO BE EMPLOYED BY THE TENDERER	VI	43	1
8	PROFORMA FOR DECLARATION UNDER SEC.6 OF COMPANIES ACT	VII	44	1
9	PROFORMA FOR SOLVENCY CERTIFICATE	VIII	45	1
10	ILLUSTRATION OF INCENTIVE CALCULATION	IX	46	1
11	PROFORMA FOR CHECKLIST FOR BG	X	47	1
12	PROFORMA FOR SECURITY DEPOSIT BG	XI	48-49	2
13	INTEGRITY PACT	XII	50-56	7

(Total: 56 Pages)

5.3. Tenders shall be submitted in sealed bids in two parts (Part-I : Commercial Bid and Part-II : Price Bid in separate envelopes) as follows:

5.3.1. COMMERCIAL BID (Part-I): This bid should contain—

- The Tender in original tender form and Corrigendum issued from time to time duly signed by the tenderer on all the pages of the Tender and also affixing the rubber stamp as a token of tenderer's acceptance of the conditions of the tender. Copy of the blank price bid, blocking prices, duly signed affixing rubber stamp to be enclosed.
- The complete tender document including all ANNEXURES, PROFORMA, UNDERTAKINGS etc. duly filled and signed.
- Copies of stevedoring license(s), experience certificate, undertaking on acquisition of requisite licenses within the specified time limits etc. w.r.t. the eligibility criteria mentioned above.
- EARNEST MONEY DEPOSIT (EMD) - VITAL.**
- Copies of registration certificates of the equipment & vehicles proposed to be employed in the work along with the valid insurance certificates. Lease Agreement, in case of leased equipment.
- Acceptance of integrity pact duly signed on all the pages along with witnesses and also affixing the rubber stamp as a token of acceptance.

5.3.2. PRICE BID (Part – II): This should contain only the **SCHEDULE OF RATES** (both **ANNEXURE IV**), duly filled, signed and stamped.

5.4. DROPPING THE TENDER IN THE TENDER BOX:

Both the envelopes (Part-I & Part-II clearly marked as "COMMERCIAL BID" AND "PRICE BID" as may be applicable) are to be super-scribed with the subject of the Tender, Tender No. & date and Tender Opening Date (TOD). These 2 sealed envelopes shall be kept in another envelope which shall also be double sealed and super-scribed with the Tender No. & date and TOD, and dropped in the appropriate tender box or sent by Registered Post/courier so as to reach us before **10:30 hrs on TOD.**

5.5. Tenders submitted against the ITT / Tender shall not be returned in case the Tender Opening Date (TOD) 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 the revised offer(s).

5.6. The Commercial bid (Part-I) shall be opened on the TOD after 10:30 hours in the presence of those tenderers or their authorised representatives who choose to be present at the time of tender opening.

5.7. The Price bids of those tenderers who fulfill the eligibility criteria and whose commercial bids are acceptable shall be opened subsequently by giving advance information.

5.8. Each tender shall be signed by the tenderer with his usual signature. Tender by partners of Hindu Joint Family firm be signed in the firm's name by one of the partners or the Karta or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders by a COMPANY shall be signed in the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the tender documents on behalf of the COMPANY are duly authorised to do so, shall accompany the tender.

5.9. The tenderers shall sign all indices, specifications, General Conditions of Contract, Special Conditions, Schedules, ANNEXURES, CORRIGENDUM issued from time to time etc. in token of acceptance thereof. The signature on the tender schedules alone shall be deemed to be acceptance of all the Schedule of Rates, Specifications, General Conditions of Contract, Special Conditions, etc. forming part of the tender documents. In case of non-compliance, the Tender is liable for rejection.

5.10. The tenderer's position as an independent contractor or as the properly accredited agent of a responsible Firm, in proof of which he must produce the requisite registered power of attorney and the expressed authority from the same Firm to act as its Agent to be submitted.

5.11. Full information should also be given by the tenderer in respect of the following:

5.11.1. In case of Individual:

- i) His full name, address and place of business.
- ii) His financial status along with photo copies of Title deeds of Fixed Assets, duly currently notarised.
- iii) His previous experience.
- iv) Number of employees engaged for the job.
- v) Number of clients using their service and the total turnover during the last two financial years on account of the job now quoted.

5.11.2. In case of Partnership Firms:

- i) The names of all the partners and their addresses.
- ii) Previous experience of the firm and its partners.
- iii) An attested copy of the latest partnership deed must accompany the tender. Any change in the Constitution of the firm shall forthwith be notified by the CONTRACTOR to the COMPANY.
- iv) The financial status of the partnership firm along with photo copies of Title deeds of Fixed Assets, duly currently notarised
- v) A copy of balance sheet for the year just ended which is audited by a chartered accountant.

5.11.3. In case of Companies:

- i) Date and place of registration including date of commercial certificate in case of Limited Companies. Certified copies of Memorandum and Articles of Association are also to be furnished.
- ii) Previous experience
- iii) Financial status of the firm along with photo copies of Title deeds of Fixed Assets, duly currently notarised.
- iv) A copy of balance sheet for the year just ended which is audited by a chartered accountant.

5.11.4. In case of Co-operative Societies:

- i) Date and place of registration and attested copy of registration certificate, certified copies of the rules and regulations of the Company.
- ii) Previous experience
- iii) Financial status of the co-operative society along with photo copies of Title deeds of Fixed Assets, duly currently notarised.
- iv) List of members and names of office bearers. Any change in the office-bearers of the Society shall forthwith be notified by the outgoing / incoming Chairman / President of the Society.
- v) A copy of balance sheet for the year just ended which is audited by a chartered accountant.

6.0 MODE OF EVALUATION: The following would be the methodology to be adopted for ranking the tenders:

- i) Tenderer shall quote separately for
 - (a) Stevedoring charges (for full discharge of the vessel irrespective of the combination of not more than two berths while discharging the cargo) and
 - (b) Clearing & Forwarding charges including the Plot rent.
- ii) Tenderers are required to quote for all the Optional Items also.
- iii) Evaluation of Offers shall be on Total Price per Metric Ton (MT) basis. For all the quoted rates for the items of Work in the Schedule of Rates of PRICE BID (**ANNEXURE-IV**), Price per Metric Ton of Sl.No.1 (Stevedoring charges) and Sl.No.2 (C&F charges incl. plot rent) shall be added for arriving at the Total Price per MT.

The L1 tenderer will be determined accordingly for ranking.

RINL reserves the right to allocate any item / items depending on the requirement. No claim for compensation for non operation of item / items shall be entertained.

Note: Tenderers may also refer Cl. 1.5 of Special Conditions.

7.0 Acceptance of Tender:

Acceptance of tender shall be intimated to the CONTRACTOR through a Letter of Acceptance (LOA). The CONTRACTOR shall commence the work within the time specified. In the event of failure on the part of the CONTRACTOR to commence the work within the specified time, the amount of EMD/Security deposit shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

The Invitation to Tender, General Conditions of Contract, Special Conditions of Contract, specifications and the rates and amount quoted against the items of the Tender Schedule etc. together with Letter of Acceptance (LOA) awarding the work shall form the contract. If there is any conflict between any of the provisions in any of the documents referred to, the provisions in the Special Conditions of Contract shall prevail.

8.0 Signing of Agreement:

The CONTRACTOR is required to sign an agreement in the prescribed proforma within a period of one month from the date of LOA. Payment for the work carried out shall be withheld till such time the Agreement is signed.

9.0 EARNEST MONEY DEPOSIT (EMD) - (VITAL):

- 9.1.** Earnest Money of **₹ 75,000/- (RUPEES SEVENTY FIVE THOUSAND ONLY)** shall be deposited in the form of a Pay Order / Demand Draft drawn in favour of Rashtriya Ispat Nigam Ltd., payable at Visakhapatnam. **The pay order/DDs of Co-operative banks are not accepted.**
- 9.2.** The tenderers may please note that the Earnest Money Deposit (EMD) should be submitted either before opening or along with the Part-I: Commercial Bid (**VITAL**). Public Sector Undertakings / Enterprises of Government of India are exempted from submission of Earnest Money Deposit (EMD).
- 9.3. Offers not accompanied by the requisite Earnest Money shall be summarily rejected.** No request shall be entertained from any of the tenderers to adjust the amount of Earnest Money furnished in respect of a previous tender or from any amount lying in their account in any form with the Company.
- 9.4.** The Earnest Money will be released to the unsuccessful tenderers without any interest upon finalization of the tender. No interest shall be allowed on the Earnest Money Deposit (EMD).
- 9.5.** The Earnest Money deposited by the successful Tenderer will be converted towards part of security deposit for due fulfillment of the contract.
- 9.6.** If the tenderer after submitting his tender, revokes his offer or modifies the terms & conditions thereof in a manner not acceptable to the Company, before the expiry of the validity or if Security Deposit cum Performance Guarantee Bond is not submitted within the time allowed as per terms and conditions, the EMD shall be forfeited by RINL/VSP without any further reference to the tenderer.

10.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE BOND (PG BOND):

- 10.1.** The security deposit shall be **₹ 5,00,000 /- (RUPEES FIVE LAKHS ONLY)**. Upon acceptance of the Tender, the successful tenderer shall, within the time specified in the Letter of Acceptance shall deposit with the Company by way of pay order or demand draft payable at Visakhapatnam or Bank Guarantee (in the prescribed form enclosed along with Checklist) from a Scheduled Commercial Bank having their Branch in Visakhapatnam and enforceable at Visakhapatnam, of such further sum as along with Earnest Money paid by the contractor will amount to **RUPEES FIVE LAKHS**. Pay Order / Demand Draft / Bank Guarantee drawn on / obtained from Co-operative Banks are not acceptable. **No change in the prescribed proforma of BG shall be acceptable.**
- 10.2.** Failure to deposit this additional amount within the stipulated time will make the Earnest Money deposited by the tenderer liable for forfeiture and the acceptance of his tender shall be considered as withdrawn.
- 10.3. Validity of PG Bond:** The Bank Guarantee furnished towards the security deposit as aforesaid shall be kept valid and in full force and effect for a period of **6 (six) months** beyond the stipulated expiry period of the contract.
- 10.4.** The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, T&S Section, Materials Management Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the tenderers, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, T&S Section, Materials Management Dept. with a covering letter to compare with the original BGs.
- 11.0 Right to Acceptance/Rejection of Tenders and Award of Contract:** The COMPANY reserves the right to award the work to one agency, at its sole discretion. The Company does not bind itself to accept the lowest tender and reserves the authority to reject any or all the tenders without assigning any reason whatsoever.
- 12.0 VALIDITY OF TENDERS :** The offer is to be kept valid for acceptance for a period of **90 (NINETY) days** from the date of opening of the tender (TOD) or such other extended period as mutually agreed. If the tenderer withdraws or amends the offer before expiry of the above period, the Earnest Money furnished by the tenderer shall be forfeited in full without any further reference to the tenderer.
- 13.0** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with submission of his tenders even though the Company may select to withdraw the invitation to Tender.
- 14.0** The Company may select to withdraw the invitation to Tender, should the circumstances so demand, in which event the Company will refund the EMD submitted on the fifteenth day of such notification. The participants in the tender are not entitled to claim any costs, charges, expenses or incidentals incurred by him in connection with submission of his tender.

**EXECUTIVE DIRECTOR (MM)
RINL / VSP.**

ANNEXURE – I to Tender No.T&S/14/02**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.0 GENERAL PATTERN OF WORK:**

- 1.1. Handymax vessels with a carrying capacity of around 55,000 (Fifty Five Thousand) +/- 5% MT with self discharging gears will discharge Dry Bulk Cargo like Imported Coking Coal/ Pulverized Coal/ Boiler Coal etc. at any berth allotted by VPT or BOT Terminal Operator or Service provider. The materials will be despatched to Visakhapatnam Steel Plant railway siding by wagons from time to time.
- 1.2. The CONTRACTOR shall perform all activities from unloading Cargo from vessels to forwarding the same from Port to Visakhapatnam Steel Plant stackyard like Stevedoring, Handling, Wharf Clearance, transportation to the storage yard (i.e. Plot at VPT / BOT Terminal operator premises) hired by the CONTRACTOR, high stacking, de-stacking, placement of railway indents, Loading into Railway Wagons for transportation etc. and Customs & Port Clearance (Optional) if required.
- 1.3. The vessel shall be made over to the CONTRACTOR upon berthing of the same at the Outer Harbour (VGCB / OB / NOM etc.) of VPT. The CONTRACTOR shall undertake the work of discharge from the hatches immediately on handing over of vessel to them after draft survey etc. The CONTRACTOR shall undertake full responsibility to discharge the cargo at the guaranteed average discharge rate at outer harbour and/or inner harbour using necessary cargo handling equipment complying with the directives/rules/procedures of VPT as prevalent during the contract period.
- 1.4. The tenderers have the option to carry out discharge fully or partially at any of the berthing facilities available in the outer harbour and inner harbour of VPT or at any of the BOT Terminal operators of VPT. The tenderer shall however limit the option to handling the vessel at not more than two safe berths.
- 1.5. **GUARANTEED DISCHARGE RATE**: The Contractor shall guarantee a minimum discharge rate, as indicated below, per WWD of 24 consecutive hours on SHINC Terms on an average on the basis of 5 or more hatches served by minimum 4 Cranes and pro-rata for part there of:
 - **12,000** MT in case of ships with grabs having capacity of **10** CBM and above.
 - **8,000** MT in case of ships with grabs having capacity less than **10** CBM.
- 1.5.1 In case the vessel owners provide shore cranes in the event of failure of vessel cranes, the shore cranes shall be treated as vessel cranes for the purpose of calculation of average discharge rate. The grab volume of the shore crane shall be considered to decide the discharge rate.
- 1.5.2 For the purpose of calculating the average discharge rate achieved by the CONTRACTOR, the time counting provisions shall be reckoned from the time the vessel is initially berthed at the Outer Harbour (VGCB/OB/NOM etc.) of VPT till the completion of discharge with time exclusions/inclusions as per Charter Party.

- 1.5.3 If the actual average discharge rate achieved is less than the guaranteed average discharge rate, recovery shall be made from the CONTRACTOR for the shortfall in the discharge rate, irrespective of whether the vessel is on demurrage or not. The Recovery shall be equivalent to the demurrage for the extra time taken for completion of discharge due to shortfall in guaranteed average discharge rate by considering the demurrage rate as per the relevant Charter Party.
- 1.5.4 In the event, the Cargo discharging is carried out with the help of CHD Labour, and where work could not be carried on due to non-provision of gangs by CHD on labour holiday, it shall be supported by rejection slips/certificates on the gang indents and such periods shall not be counted as time used by the contractor.
- 1.5.5 On the days declared as non weather working days, by port authorities and during rain period on weather working days if discharge operations cannot be carried out, such periods shall not be counted as time used by the Contractor, subject to the condition that time exclusion is provided for in the Charter Party. However, if discharge operations continue, such periods shall be counted as time used by the Contractor.
- 1.6. The Cargo discharged from the vessel shall be immediately transferred by conveyor system / transported by road to the designated stacking areas (i.e., plot at VPT / BOT Terminal operator premises) hired by the CONTRACTOR. In the event the Cargo is discharged at other than Mechanised Handling system, the Contractor shall guarantee transfer / transport of the Cargo from the berth premises to the stacking areas matching the rate of cargo discharged. In the event of failure to evacuate at this rate, the CONTRACTOR shall make good any loss to the COMPANY arising out of the above failure, such as claims arising out of detention of vessel, shifting of vessel, any penalties imposed /action taken by authorities etc.
- 1.7. The CONTRACTOR shall successfully discharge his obligations even in case of change in berths, change in Railway Sidings, change in mode of operations at Port etc. by Port authorities during the contract period, without any additional financial implications to the COMPANY.
- 1.8. The tenderer should be thoroughly conversant with the requirements to perform the jobs to be assigned against this tender uninterruptedly during the contract period. The tenderer should thoroughly understand and comply with the Port's scheme / procedures / systems / circulars / ongoing modernization activities and other statutory requirements prescribed by Railways, Port Trust, CHD-VPT, Dock Labour Boards, Dock Safety and other related statutory authorities etc., as may be applicable from time to time, during the contract period, before submitting his tender. This does not necessarily mean that the same conditions are likely to prevail throughout the contractual periods. The obligations on the part of the CONTRACTOR as brought out in several parts of this tender would be binding, even if some of the conditions undergo change during the currency of the contract.

DETAILS OF OPERATIONS:

The work awarded to the CONTRACTOR shall, inter alia, include the following operations:

- 2.0 CUSTOMS CLEARANCE:** This item of work is **OPTIONAL** and shall be taken up by the CONTRACTOR only on the written request of the COMPANY. The tenderer should possess valid Custom House Agent (CHA) License.
- 2.1. The CONTRACTOR shall file the necessary Import General Manifest, Bill of Entry with Customs authorities along with the required documents and obtain the Custom clearance for clearance of Cargo.
- 2.2. The CONTRACTOR shall file the necessary import application and any other documents / applications with the Port authorities and obtain the clearance from Port Trust for taking delivery of the goods from the Port.
- 2.3. All the formalities involved in the clearance of cargo shall be completed by the CONTRACTOR well before the arrival of the Vessel. It will be the responsibility of the CONTRACTOR to ensure that the various documentation works and arrangements for getting the necessary facilities from Port Trust etc. are taken care of sufficiently in advance enabling the vessel to take berth immediately on its arrival at VPT. The CONTRACTOR shall also be responsible for registration with Customs of COMPANY's Advance Licences /DEPB's arranging TRA and re-crediting of TRA. The CONTRACTOR shall ensure that registration of Advance Licences/DEPB's, arranging TRA and re-crediting of TRA's are completed well in time in order to complete the formalities, as specified herein.
- 2.4. Immediately on receipt of intimation regarding despatch / expected arrival of the Vessel, the CONTRACTOR while calling for documents and other particulars from the COMPANY shall take immediate steps to clear the consignments through the Customs, Port etc. for onward despatch to VSP siding without any loss of time.
- 2.5. In the ordinary course, all necessary documents for filing of Import documentation etc., with the relevant authorities shall be provided by the COMPANY to the CONTRACTOR to attend the clearing of consignments through the Customs / Port authorities.
- 2.6. Where the documents received from the COMPANY, after initial scrutiny by the CONTRACTOR, are found to be incomplete, the CONTRACTOR shall immediately approach / call for / collect such additional documents or particulars from the COMPANY or as directed by the COMPANY from Steamer Agents / other concerned agencies for processing Bills of Entry, Import Application, etc., which are required for the purpose of clearance of cargo.
- 2.7. The CONTRACTOR shall immediately prepare the necessary papers for presenting to the Customs, Steamer Agents, Port Authorities or other authorities concerned and arrange to obtain delivery of the cargo.
- 2.8. If the documents received are not sufficient, the CONTRACTOR shall arrange to present Indemnity Bonds or Guarantees or such other documents as provided by the COMPANY which may be required for immediate clearance. The CONTRACTOR will have to take all adequate steps for obtaining delivery of the cargo within the time prescribed by the Port and Customs authorities.
- 2.9. The COMPANY shall execute to the Customs or other authorities Bonds, Guarantees, etc. wherever necessary on the advice of the CONTRACTOR to

facilitate clearance of consignments through Customs/Port in the absence of other documents and also for clearance under Provisional Assessment Rules pending chemical tests etc. The CONTRACTOR shall take necessary action in these matters by furnishing necessary stamp papers and drawing up the Bonds and Guarantees in the required form to be executed by the COMPANY, send them in time to COMPANY or his authorized representative, submit them to Customs/Port and other authorities immediately after receiving back from the COMPANY and process them without delay. In such cases after the receipt of the original documents, the CONTRACTOR shall ensure that the Bond, Guarantee etc. executed are returned by the concerned authorities after the submission of the original documents.

- 2.10. The CONTRACTOR shall keep close liaison with the Steamer Companies / Agents and obtain particulars regarding the arrival of vessels, berthing and discharging position, and report to the COMPANY or his authorized representative, the day-to-day progress after the vessel's arrival.
- 2.11. The CONTRACTOR shall be fully conversant with the relevant provision of the Carriage of Goods by Sea Act, the Port Trust Act, Customs Act and other Acts / Rules / procedures etc. as are prevailing at the Port for effecting clearance and take such steps to ensure that the Company's interests are fully protected in the clearance of cargoes entrusted to them. The CONTRACTOR shall be required to perform all the duties, which they are bound to do under the Customs Act, Port Rules and Procedures as amended from time to time.
- 2.12. The COMPANY will arrange for payment of all Customs charges on cargo handled by the CONTRACTOR on behalf of the COMPANY. The COMPANY may have a current deposit account with the Customs authorities/ any nationalized bank authorized by Customs and in such a case the CONTRACTOR shall collect the regular current account statements from Customs House / Bank and forward them to COMPANY or his authorized representative regularly. But the CONTRACTOR shall however, be responsible for the submission of necessary documents to Customs Authorities and finalisation of Customs and Port Trust formalities. The CONTRACTOR shall take due care to find out, at initial stage, regarding availability of funds in COMPANY's current account deposit for payment to Customs so that appropriate arrangements may be made for its adjustments.
- 2.13. The CONTRACTOR shall pay, through the COMPANY's deposit account with Port, the landing and all other Port Trust charges to the Port Trust authorities before clearance of the cargo.
- 2.14. The CONTRACTOR shall be fully responsible for submission of the finalisation documents of the Bills of Entry. Any hold up for want of documents etc. shall be promptly brought to the notice of the COMPANY or its authorised representative. The CONTRACTOR shall furnish the Bill of Entry within a week from the date of arrival of the ship. The CONTRACTOR shall be responsible for any delay on their part in submission of finalisation documents at Customs House.
- 2.15. The CONTRACTOR shall file the Import General Manifest (IGM) and co-ordinate with Customs dept. for cargo examination and obtain Customs Out of Charge for the cargo discharged. The CONTRACTOR shall lodge, within the time limit prescribed, all formal notices of claims with the Customs, Port Trust, Steamer Agents and other concerned Authorities in all cases of excess payments, damage, loss of cargo, etc. as the case may be.

- 2.16. If the CONTRACTOR fails to prefer valid claims or exercise proper diligence and economy in clearance, handling and dispatch of the COMPANY's cargo the loss sustained by the COMPANY shall be recovered from the CONTRACTOR.
- 2.17. The company shall render all necessary assistance by providing available documents or other particulars called for by the CONTRACTOR in the said process.
- 2.18. If any loss is incurred by the company due to failure on the part of CONTRACTOR in doing the above, the entire loss thus incurred shall be recovered from the CONTRACTOR.

3.0 STEVEDORING:

Broadly the functions / responsibilities of the CONTRACTOR in this respect will be as follows:

- 3.1. Possession of necessary licenses required for carrying out the stevedoring work.
- 3.2. Arranging necessary cargo handling equipment and labour including CHD labour, if any, required for carrying out the work successfully.
- 3.3. Vessels may be handled at Outer Harbour (VGCB / OB / NOM etc.) and Inner Harbour of VPT or any BOT terminal at VPT as per the working arrangement of the CONTRACTOR which shall be submitted to the Company (RINL / VSP) on receipt of vessel nomination information to enable the Company to seek berthing arrangement accordingly.
- 3.4. The Contractor shall guarantee the minimum average discharge rate as mentioned at Cl. 1.5 of Special Conditions & Schedule of Rates (**ANNEXURE-IV**). The CONTRACTOR shall make arrangements for deploying sufficient mini bulldozers / payloaders and suitable equipments for efficient clearance/despatch of cargo and heaping of cargo inside hatches for facilitating grab discharge.
- 3.5. In case of failure on the part of the CONTRACTOR to attain the guaranteed discharge rate as per Cl. 1.5 of Special Conditions, recovery shall be made from the CONTRACTOR bills as per the provisions of Clauses 1.5.2 and 1.5.3 above.
- 3.6. Discharging the cargo as per the prevailing norms of the Port, and also as per the terms and conditions contained herein.
- 3.7. While discharging, ensure that no cargo spills into the sea by using the save-all nets or such other devices that may be prescribed by the Port Authorities from time to time.
- 3.8. If Port Authorities impose any penalties/dredging charges/cargo spillage charges etc., due to non-adherence to the norms/guidelines/procedures of the Port, the same shall be to the account of the CONTRACTOR.
- 3.9. In case Port authorities demand for suspension of work for shifting of the vessel, the time exclusion for shifting shall be considered from the time the Pilot boards the vessel.

- 3.10. In the event, the Cargo discharging is carried out with the help of CHD Labour, and where work could not be carried on due to non-provision of gangs by CHD on labour holiday, it shall be supported by rejection slips/certificates on the gang indents and such periods shall not be counted as time used by the contractor.
- 3.11. On the days declared as non weather working days by Port Authorities and during rain periods on weather working days, if discharge operations are carried out, such periods shall be counted as time used by the CONTRACTOR, subject to the condition that time exclusion is provided for in the Charter Party. However, if discharge operations continue, such periods shall be counted as time used by the Contractor.
- 3.12. If the work is stopped either by the CONTRACTOR himself or by the Port authorities due to poor shore / wharf clearance / levy penalty on account of delay in clearance, consequential losses if any shall be to the account of the CONTRACTOR even though the discharge rate is achieved.
- 3.13. Incentive for achieving higher discharge rate: If the stevedore achieves discharge rate of 12,500 MT or above per day in case of grab capacity 10 CBM and above, or 8,500 MT or above in case of grab capacity less than 10 CBM, incentive shall be paid on the basis of time saved and incentive calculated as per the rate given in the following slabs:
- a. Average discharge rate achieved from 12,500-15,000 MT / 8,500-11,000 MT.....50% of despatch money
 - b. Average discharge rate achieved above 15,000 MT / 11,000 MT 75% of despatch money.
 - c. Incentive calculation shall be based on the number of days saved, slab wise. An illustration of the Incentive calculation is shown at **ANNEXURE-IX**.
- i) The incentive payable shall be calculated on the following basis: Despatch money per day for the purpose of calculation shall be Rs. 2,00,000/-
 - ii) VSP's calculation shall be final and incentive will be paid on receipt of separate bill from the stevedorer.
 - iii) Incentive calculation will be on the basis of time saved by the stevedore w.r.t. the minimum discharge rate to be achieved by him i.e. 12,500 MT / 8,500 MT per day, as the case may be. This incentive is applicable to all vessels unless the vessel is under demurrage as per the charter party agreement with vessel owners.
- 3.14. The CONTRACTOR shall obtain from the Master of the Vessel, a clean certificate that full cargo has been discharged from all hatches and that all the hatches have been swept clean to his entire satisfaction. The CONTRACTOR shall also obtain 'NO DAMAGE CERTIFICATE' from the Master of the Vessel in respect of gears, equipment, etc. During the course of handling the Vessel, in the event of any damages caused to the Vessel by the CONTRACTOR, the CONTRACTOR shall immediately inform such event to the COMPANY and shall repair the damages to the satisfaction of the Master without any claim on the COMPANY. In the event of failure on the part of the CONTRACTOR to repair the damages caused to the satisfaction of the Master, all the cost incurred by RINL and consequences of any such damage shall be to the account of the CONTRACTOR. The CONTRACTOR shall keep the Employer indemnified against such liabilities.
- 3.15. The Contractor shall maintain tally of cargo as per Port rules / conventions.

4.0 SHORE HANDLING:

- 4.1. **Mechanised Handling:** The Cargo discharged from the vessel shall be immediately transferred by conveyor system to the designated storage yard / stacking areas (i.e., plot at VPT / BOT Terminal operator premises) hired by the CONTRACTOR.

Other than Mechanised Handling: The Cargo discharged from the vessel shall be received on the Wharf and the Contractor shall guarantee transportation of the cargo to the designated storage yard / stacking areas (i.e., plot at VPT / BOT Terminal operator premises) hired by the CONTRACTOR by road matching the rate of cargo discharged, as per Cl.1.6 of Special Conditions.

- 4.2. The CONTRACTOR shall transfer / transport the cargo from discharging area to the storage yard / stacking areas / plots in the Port hired by the CONTRACTOR and stack the same. High stacking is to be done in case of necessity, using suitable equipment.
- 4.3. The material should be stacked only in the plots hired by CONTRACTOR from VPT /BOT operator or any such other area as allotted by VPT /BOT operator from time to time. If Port levies any penal rent due to spreading of cargo into areas other than allotted, the CONTRACTOR will be responsible for all such rents. No extra payment shall be allowed on account of height or leads.
- 4.4. The CONTRACTOR shall place necessary indents for rakes with Railways as advised by the COMPANY's officials from time to time, obtain placement of wagons, file forwarding notes with Railways, obtain RRs as per Railway rules, indent for the required labour, equipment / enabling facilities from Port, CHD and other Agencies for ensuring services for above operations etc.
- 4.5. The CONTRACTOR shall clean the wharf as well as Railway siding regularly to the satisfaction of Port and Railway authorities. The Railway tracks shall be scrupulously cleaned and spillages on roads / wharf / stacking area shall be cleared / collected and stacked at the specified space. All infringement to the Railway tracks / siding / wharf shall be cleared regularly to ensure smooth operations.
- 4.6. The CONTRACTOR shall make necessary arrangements to ensure no cargo spillage into channel during discharge and landing operations and at the time of collection of cargo from wharf. In addition to the above, if the Port Authorities incur any expenditure towards dredging of such area and the COMPANY is asked to share the same, such amount shall also be recovered from the CONTRACTOR.
- 4.7. The CONTRACTOR shall discharge the cargo and evacuate the same from the wharf in such a manner that the cargo does not spill into the sea. A certificate from Port authorities may be obtained to that effect immediately after vacation of the vessel from the wharf after discharge completion. However, in case VPT debits charges on account of cargo spillage, the same shall be to the account of the CONTRACTOR.
- 4.8. The CONTRACTOR shall guarantee a clearance rate from the wharf commensurate with the discharge rate. Any failure in the above evacuation operation the CONTRACTOR shall make good any losses suffered by COMPANY in the activities like shifting of vessel, detention of vessel, penalties imposed/action taken by authorities etc.

5.0 LOADING INTO WAGONS AT STACKING AREA:

- 5.1. The Contractor shall remove foreign materials like boulders, etc. in wagons and clean empty wagons placed for loading to avoid contamination of cargo. Mere reason that Railway Authorities issued clean Railway Receipt(s) does not absolve the CONTRACTOR from the loss incurred by the COMPANY towards dead freight due to under-loading of wagons or damage caused to the equipment at plant while tipping.
- 5.2. The CONTRACTOR shall make arrangements for continuous loading and drawing out of the wagons when loading is completed, in such a way that the entire loading operation is completed within the free time allowed by Railways from time to time. Demurrage, if any, payable for delay in loading or charges towards damage caused to wagons, Railway / Port property shall be to the CONTRACTOR's account and paid directly to the Port / Railway authorities under intimation to the COMPANY. Under no circumstances such demurrage or charges towards damage to wagons, Railway / Port property should be adjusted in the deposit account maintained by the COMPANY with Port Authorities.
- 5.3. In case of Mechanised Handling, the Contractor shall reclaim the Cargo and transfer for direct loading into the wagon and in case of other than Mechanised Handling, the CONTRACTOR shall de-stack the Cargo at the storage area and load the same into dumpers for loading into the wagons by employing suitable equipment, tools & tackles and manpower.
- 5.4. The CONTRACTOR shall ensure loading of wagons to carrying capacity as per Railway regulations and the leveling, trimming of the Cargo as well as plugging the holes in the wagons to prevent bleeding of the loaded Cargo.
- 5.5. The CONTRACTOR shall provide loading information like rake placement time, rake loading completion time, First Wagon number, Last Wagon number, no. of wagons loaded, sick wagons etc if any, to the COMPANY officials from time to time.
- 5.6. Weighment at Visakhapatnam Steel Plant weighbridge shall be final for reconciliation of cargo received at Plant.
- 5.7. The CONTRACTOR shall comply with all formalities as per rules and regulations in force by Railways, VPT. RRs are to be handed over to VSP immediately, in any case within 48 hours after completion of loading of the rake.
- 5.8. The CONTRACTOR shall obtain License, Road permits, Test Certificates etc. from competent authorities, Port Trust etc. for the equipments like cranes, dumpers, Pay Loaders, etc. employed for the above operations.
- 5.9. The CONTRACTOR shall trim/level manually the Cargo in the wagons after loading.
- 5.10. It shall be the responsibility of the CONTRACTOR to arrange to secure the closed doors of the railway wagons with suitable wooden plugs so as to totally eliminate the possibility of door opening en-route.
- 5.11. If any excess freight is paid to the Railways by the CONTRACTOR, the same shall be deducted from the CONTRACTOR.

- 6.0 WATER SPRINKLING:** This item of work is **OPTIONAL** and shall be taken up by the CONTRACTOR only on the written instructions of the COMPANY.
- 6.1. The CONTRACTOR has to organise sprinkling of adequate non-saline water as per the requirement of COMPANY / VPT / APPCB for all the days during the tenure of the Contract whether there is cargo or not in the wharf/stacking area at VPT. This work will be based on only one criteria of "total suppression of dust pollution" and will not have any reference to VPT's norms for sprinkling of water, which may vary from time to time.
- 6.2. The CONTRACTOR shall ensure water sprinkling in the following areas:
- Sprinkling in the ship's hatches, while grabbing the Cargo from hatches, discharging on the wharf and loading onto dumpers/tippers
 - Sprinkling of water on roads used for movement of Cargo from the wharf to stacking area, handling at stacking area, loading the wagons etc
 - Sprinkling on other roads
- 6.3. The CONTRACTOR should ensure that no complaint is received from VPT on this account. In the event of inadequate sprinkling of non-saline water on the cargo resulting in complaints from VPT on ineffective or non-suppression of dust, penalties will be levied by the COMPANY on the CONTRACTOR. The penalties leviable are illustrated as follows:
- Sprinkling in the ship's hatches, while grabbing the Cargo from hatches, discharging on the wharf and loading onto dumpers / tippers: Payment to the extent of the tonnage discharged in the particular period of complaint will not be made. For example: if the vessel carrying 50,000 MT of Cargo is discharging @ 10,000 MT per day, it would take 5 days to complete the discharge. No complaint was received on days 1,2 and 4 but complaint was received for days 3 and 5, then payment for the tonnage discharged on these 2 days i.e 20,000 tons will not be made to the Contractor as follows:
 Rate per MT against this item: Rs A per MT
 Complaint received for: 2 days
 Quantity discharged on the days of complaint: 20,000 MT
 Payment to the extent of A x 20,000 will not be made to the Contractor.
 - Sprinkling of water on roads used for movement of Cargo from the wharf to stacking area, handling at stacking area, loading the wagons etc.: Penalty @ 10% per day of complaint of the payment against these items for the tonnage stored at the stack area will be recovered from the Contractor. For example: A quantity of 25,000 MT is stacked in the area on the day of complaint, penalty will be calculated as follows:
 Rate per MT against this item: Rs B per MT
 Total quantity stored in the stacking area: 25,000 MT
 Penalty = B x 25,000 x 0.10
Note: The penalty will be for the total quantity stacked in the area on the day of complaint. Quantity moved into the stack and quantity loaded into the wagons on the day of complaint will also be considered as quantity stacked in the area.
- 6.4. Sprinkling on other roads: Payment against this item for the days of complaint will not be made. For example: If sprinkling is to be done on 10 kms of road per day, payment for the rate quoted against this item will be made only for these 10 km/day irrespective of number of trips made as per VSP / VPT requirement. Payment will not be made as follows:
 Rate per MT against this item: Rs.C per km per day
 No of kms / day: 10
 Complaint received for: 2 days
 Payment to the extent of C x 10 x 2 will not be made to the Contractor.

7.0 SUBMISSION OF RETURNS: Furnishing of various returns / statements, to the Company as prescribed from time to time.

8.0 DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

- 8.1. In view of the large scale operations involved, the entire work shall only be mechanical oriented and manual operations shall be resorted to only in rare exigencies and prior approval of the COMPANY shall be specifically obtained.
- 8.2. The CONTRACTOR shall keep himself apprised and be thoroughly conversant with the rules and regulations of the Port Trust, Customs, CHD, Railways Dock Safety, Pollution Control Board and other related agencies.
- 8.3. The CONTRACTOR is deemed to have assumed all the responsibilities for the proper execution of the entire work from the time a vessel is allotted to the CONTRACTOR for handling and till despatch of entire quantity of Cargo landed as per Discharge Port Draft Survey and Cargo in the storage yard / stacking area, to Visakhapatnam Steel Plant Railway siding as per instructions of the COMPANY.
- 8.4. The CONTRACTOR shall make arrangements for indenting rakes, placing the wagons in the stacking area, ensure loading of the wagons to the maximum permissible loading levels / carrying capacity within 'free time' as per Railway Regulations in force, preparation of forwarding notes, obtaining RRs from the Railways, etc.
- 8.5. The CONTRACTOR shall ensure guaranteed loading of materials into the wagons at a daily rate of minimum 2 rakes or as advised by COMPANY to their maximum carrying capacities as permitted by the railways. For this purpose the CONTRACTOR should be able to place required number of Indents to facilitate placement of rakes within a short notice.
- 8.6. The CONTRACTOR shall also ensure and guarantee shifting of the Cargo from the wharf to the stacking area immediately after discharge by deploying adequate mechanical equipment / loaders / dumpers / CHD labour etc. in case Cargo is handled through other than mechanized cargo handling system.
- 8.7. In case of CONTRACTOR's failure to maintain the guaranteed rate of discharge, shore handling and other duties & responsibilities of the CONTRACTOR as specified elsewhere in this tender, any and all losses to the COMPANY arising there from by way of Demurrage / wagon demurrage / infringement charges / penal rents and transit dues etc. will be fully recovered from any sums due / bills payable to the CONTRACTOR against the subject contract and also from any other contracts with the COMPANY besides other legal remedies.
- 8.8. The CONTRACTOR shall submit the following to the COMPANY from time to time as soon as the work is completed:-
 - a) Tally report on daily basis, in duplicate, separately for:
 - i) loading into wagons directly from vessel;
 - ii) loading the wagons from the stacking area;
 - iii) loading the dumpers / truck, if any.
 - b) Wagon weighment certificates, if any;
 - c) Railway Receipts;
 - d) Daily discharge report in two copies duly signed by Chief Officer/Master of the ship.

- 8.9. The CONTRACTOR shall be liable to pay the charges to VPT/CHD for labour utilised directly as per VPT/CHD rules. The COMPANY will make no separate payment for this to the CONTRACTOR.
- 8.10. Any additional charges for shunting / adjustment of wagons, other than normal siding and haulage charges, for facilitating loading into / despatch of wagons to COMPANY's site will be borne by the CONTRACTOR.
- 8.11. The tenderer shall submit along with the tender quotations an authenticated letter from CHD clearly indicating the details of CHD workmen to be deployed in a gang as per norms of CHD 30 days prior to the closing date of receipt of tender and also corresponding respective elements of (a) CHD wages (b) DA and (c) Applicable CHD levies.
- 8.12. In case additional Railway Freight is paid by the COMPANY due to overloading/underloading of Cargo in Railway wagons, the CONTRACTOR shall be held responsible and any such payment will be recovered from the bills/Security Deposit of the CONTRACTOR or from any sums due / bills payable to the CONTRACTOR against the subject contract and also from any other contracts with the COMPANY besides other legal remedies. The additional Railway freight paid by the COMPANY will be arrived at by computing the difference between the actual freight paid by the COMPANY for despatching a ship's cargo and the freight supposed to be incurred by the COMPANY for that ship as per carrying capacities of the wagons. The decision of the COMPANY in this regard shall be final and binding on the CONTRACTOR.
- 8.13. The CONTRACTOR shall also ensure that the freight for rakes/ wagons is paid to the Port Railway authorities and pre-paid railway receipts are obtained in order to avoid payment of surcharge, payable for to-pay consignments. The CONTRACTOR shall ensure that the full quantity discharged against any vessel is despatched. If, at any later date it is observed that cargo has been accumulated and thereafter despatched to Plant, then the CONTRACTOR will not be paid any extra charges and the freight incurred by the COMPANY on account of this retrieved/dug/swept cargo shall have to be borne by the CONTRACTOR.
- 8.14. The CONTRACTOR shall arrange fixation of load lines for the Railway wagons by appropriate authorities from time to time to prevent under-loading/overloading.
- 8.15. The CONTRACTOR should deploy a minimum of 20 dumpers of 10 MT capacity (12.5 M3), 10 front end loaders / pay loaders / poclains of 115 HP and 2 heavy duty front end loaders of 220 HP in good working condition. These equipments shall be either owned or controlled by him with a valid lease agreement. The lease agreement should be valid for the contract period. Documentary evidence of the ownership of the equipment of the CONTRACTOR or those who lease them should be furnished. In the event of more than one vessel discharging at a time the CONTRACTOR must be in a position to suitably increase the number of various equipments. If VPT stops the work of discharging due to the reason of poor shore/wharf clearance such delays shall be to the CONTRACTOR's account.
- 8.16. These equipments shall be either owned or controlled by him with a valid lease agreement. All vehicles / equipments must necessarily be in good working condition, especially brakes. The personnel with valid driving licence must drive them. The Registration certificate and driving licence must be kept in the vehicle itself enabling the Authorities concerned to check, when required. In any case, the CONTRACTOR shall not depend on the COMPANY or Visakhapatnam Port Trust

for making such equipments available to him and it will be his sole responsibility to organise these equipments himself.

- 8.17. Wherever the tenderer owns the required equipment he shall produce the documentary evidence of ownership. In case of engagement of equipment on hire basis, the tenderer shall produce an agreement signed between the tenderer and owners of the equipment, duly signed before notary public.
- 8.18. The COMPANY reserves the right to inspect all the equipments offered by the tenderers and to verify their ownership / control as to their present working condition and any other details considered necessary before deciding the tender and awarding the work or any time during the contract period.
- 8.19. The CONTRACTOR will undertake the stevedoring work by mechanical means only and will keep the engagement of standby CHD labour to the barest minimum and such labour as may be engaged under CHD rules should be only employed for the purpose of sweeping and cleaning the hatches to the Master's satisfaction.
- 8.20. No claims for any damage/ demurrage/ detention/ idle charges for transportation equipment, labour and other enabling facilities organized by the CONTRACTOR in connection with Customs clearance, Stevedoring, handling and transportation operations shall be payable to the CONTRACTOR under any circumstances whatsoever.
- 8.21. The CONTRACTOR shall ensure that the Cargo is stacked in such a manner as prescribed by the COMPANY/ Port so that sufficient space/ area is provided for movement of equipment/ dumpers etc., prevent any fire hazards keeping in view the technical requirements as well as dock safety regulations and to ensure maximum utilization of the stacking area and siding facilities allotted for clearance and handling. No extra charge for stacking the Cargo or for any extra mileage covered for transporting the Cargo shall be allowed.
- 8.22. The CONTRACTOR shall ensure that the Cargo is stacked separately quality wise and shall not under any circumstances allow mix-up of Cargo of different vessels. Cargo extracted from different mines at the different countries of origin will be imported. It is essential that the coal stacks are made in such a way that they are clearly and distinctly and physically identifiable at all times with respect to
- a) Vessel-wise
 - b) Brand of Coal and Country of Origin.
- 8.23. The CONTRACTOR should also ensure the stacking of the Cargo in such a manner so as to facilitate despatch of Cargo on 'First-in and First-out' basis as per the instructions and requirement of the COMPANY. The CONTRACTOR will be fully responsible for his failure in complying with the above requirements resulting in any deterioration/losses in the Cargo on account of fire/disintegration etc. and also the surrounding/equipment facilities etc.
- 8.24. The CONTRACTOR should at all times have a well-organized establishment with skilled and experienced staff in the Port area for proper administration/ control, supervision over the operations/ equipments/ staff employed, etc.
- 8.25. The CONTRACTOR shall make his own arrangements for all the equipments, tools and tackles and other requirements as per the Dock safety Regulations / other statutory rules of the State/Central Government viz., hand gloves, slings, shovels, goggles, helmets, shoes, etc. manual or mechanical and manpower required for

the execution of the work. No priority or recommendation letter for procurement of equipment or tools and tackles shall be given by the COMPANY.

- 8.26. The CONTRACTOR shall adequately insure his equipment, staff and other enabling services for the entire period of the contract against accident, fire hazards as well as Third Party Insurance covering men / material / equipment / cargo properties etc. of the COMPANY / Port Trust /Railways and other agencies engaged for the operations of stevedoring as well as handling and transportation. The CONTRACTOR shall indemnify and shall keep the COMPANY indemnified for any losses arising out of the operations envisaged in this tender on account of such reasons.
- 8.27. Cost and carriage of hand gloves / gears / drinking water etc. supplied to CHD labour, supply of petromax lights / wooden ladders for increasing stack heights, steel ladders for loading into dumpers if required, cost of clearing the stacks and other infringements / collection of broken pieces / chips / dust, payment of overtime / lead charges with or without transportation by mechanical or other means if any, shall also be taken to have been included in the rates quoted by the TENDERER(S) and the rates at which work is awarded to the CONTRACTOR.
- 8.28. The CONTRACTOR shall fully apprise himself of all the facilities like Railway siding, lighting arrangements, equipments etc. available with the Port Trust and also with the COMPANY so that, he should avail of them whenever it is possible to do so. He should, however, make in advance all his required arrangements and gear up his organization with required manning / equipment, notwithstanding the operating facilities available with the Port Trust and / or the COMPANY in order that the work is executed in the required manner, tempo and volume as indicated above. The COMPANY is not bound to make available its equipment and services to the CONTRACTOR for carrying out the operations.
- 8.29. The CONTRACTOR shall whenever required, at his cost ensure proper printing and stationery materials according to the formats prescribed by the Port Trust, Dock Labour Board, Customs, Railways and any such Authorities under their rules and also as prescribed in the relevant procedure / documentation of the COMPANY.
- 8.30. The CONTRACTOR shall make good any loss suffered by the COMPANY due to claims made by vessel owners for any damage caused to the vessel while carrying out the discharge work, or claims from Port authorities for any damage caused to the port property/equipment, claims from Railway authorities for damage to Railway property or any third party claims arising out of the operations / negligence of the CONTRACTOR. The CONTRACTOR shall also be responsible for all losses, damages caused to the cargo by the CONTRACTOR either directly or through his employees, labour, contract labour etc. while conducting their operations. The CONTRACTOR shall indemnify the COMPANY in respect of claims and damages arising out of aforesaid loss or damage to the Vessels, materials, properties, persons of the COMPANY, Port, vessel owner, Railway authorities etc.
- 8.31. The CONTRACTOR shall abide by all instructions and directions issued to him by the DGM (MM - T&S) / AGM (MM - T&S) and/or his authorized representative(s) in respect of the execution of the contract.
- 8.32. The CONTRACTOR shall abide by all the labour laws in force for the successful performance of the contract. He shall undertake to abide by the provisions of

Payment of Minimum Wages Act, Provident Fund Act & Rules, Workmen Compensation Act, ESI etc.

- 8.33. In case of a vessel being under discharge on the last day of Contract period, discharge and other operations shall be continued till the completion of the quantity i.e. full quantity discharged from the vessel is despatched to the plant.

9.0 LIQUIDATED DAMAGES:

- 9.1. The CONTRACTOR shall utilise sufficient number of required mechanical equipments, to move the Cargo within free time and any damages / demurrages to ships or wagons, losses, charges including Port rent and demurrage, expenses or cost that may be suffered or incurred by the COMPANY due to Contractor's failure to comply with the above and dues thereof shall be fully realised from the CONTRACTOR from any sums due / bills payable to the CONTRACTOR against the subject contract and also from any other contracts with the COMPANY without any prejudice to other legal rights and remedies. The decision of the COMPANY in respect of such damages, losses, charges, costs or expenses and the recovery thereof from the CONTRACTOR shall be final and binding on the CONTRACTOR.
- 9.2. During the tenure of the contract if the COMPANY observes non-performance of the contract to the satisfaction of the COMPANY, the COMPANY would be at liberty to award the work for the balance period of tenure at the risk and cost of the CONTRACTOR apart from any other rights available to the COMPANY.

10.0 PAYMENT OF THE CONTRACTOR'S BILLS:

- 10.1. The CONTRACTOR shall submit his bills to T&S section, MM dept. in four copies as and when the operation is completed relating to one vessel.
- 10.2. For the purpose of payment, the discharge port draft survey weight less 2% will be the "Payable weight".
- 10.3. Payments shall be released against relevant documents within 15 days from the date of submission of clear bills, as follows:
- A. **For Stevedoring charges:** 100% of Stevedoring charges for the payable weight shall be paid after completion of stevedoring operations duly supported by copy of Statement of Facts, Draught Survey Report and "NO DAMAGE CERTIFICATE" from the Master of the Vessel in Original. For this purpose each Vessel is a unit.
- B. **For Handling charges:** Handling charges shall be released based on the actual weight of the Cargo received at plant against relevant documents restricted to Payable Weight.
- (i) 90% of the clearing and forwarding charges for the "Payable weight" shall be paid on completion of despatch of Cargo of each vessel from the Port on submission of the bill duly supported by the statement of rakes despatch indicating details of the type & no. of wagons despatched against each rake. In case of weighment carried out at VPT, a copy of such weighment slip to be submitted for reference purpose. However, the weights as recorded on the VSP in-motion weighbridge shall be final.

- (ii) For the purpose of releasing balance 10% charges, each vessel will be considered as a Unit. The balance 10% shall be paid for the unit after duly reconciling the total quantity received against the vessel. For this purpose, the Weights as recorded in the average Wagon Weight Memo on monthly basis by the COMPANY shall be considered. For missing wagons, the RR weight/CC weight shall be taken as the quantity received and accounted accordingly. No payment whatsoever shall be made for the excess quantity delivered. Further, if there is any shortage of cargo after reconciliation for the vessel on as received basis, the Landed Cost of the Cargo (including the Handling Cost) shall be recovered from the CONTRACTOR for the shortfall of the cargo on Vessel-to-Vessel basis.
- (iii) The quantity reconciliation for each vessel shall be completed within one month from the date of dispatch of the last rake against the vessel.
- C. For Agency charges: 100% agency charges shall be paid upon submission of bills duly supported by the customs acknowledgement for receipt of bank stamped documents for finalization of respective BE(s) for the "Payable weight".
- D. Water Sprinkling charges: 90% of water sprinkling charges for the "Payable weight" on monthly basis shall be paid in the subsequent month upon submission of bill along with the required certification from VSP Port Operations office, for each shipment, certifying that there is no complaint from VPT during the period of operation. The balance 10% of the water sprinkling charges shall be paid on completion of Vessel reconciliations.

11.0 RESPONSIBILITY OF THE COMPANY:

- 11.1 No guarantee is given by the COMPANY as to any definite volume of work that may be entrusted to the CONTRACTOR during the period of tenure of contract and / or at any point of time and the COMPANY does not accept any liability on this account.
- 11.2 All overtime payments to Port and Customs, Customs Duty, Railway Freight, siding charges and haulage charges, Terminal charges, loco hire charges, Port charges and other statutory charges will be made by the COMPANY.

12.0 CONTRACT RATE:

The TENDERER should quote the rate per ton on FIRM basis (except in case of 3(d) of schedule of rates of Optional items. 3(d) shall be quoted on per KM per Day basis). The rates quoted by the TENDERER shall be deemed to cover all the operations/works mentioned at various parts of this tender and any other work incidental thereto and no claim from the CONTRACTOR for whatsoever reason will be entertained by the COMPANY. Material will be discharged anywhere in the Port as per the decision of the Port Trust and only one rate is to be quoted. No extra charges for high stacking the material or any extra mileage covered for transporting the material shall be allowed.

13.0 ESCALATION CLAUSE:

- 13.1 By submitting a quotation, the CONTRACTOR shall be deemed to have fully familiarized himself with all the requisite data in connection with this contract. After the tender is accepted, no claim will be entertained for enhancement of the rates or otherwise on account of work involved or on any ground whatsoever.
- 13.2 However, the COMPANY shall periodically revise the rates consequent on changes in the price indices described in succeeding sub-clauses.
- 13.3 The rates quoted in the Schedule of Rates (Schedule annexed to) will be deemed to comprise of following components as follows:

Composition of rates and weightage of various components:

SL. NO.	COMPONENTS	OPERATIONS SPECIFIED IN THE SCHEDULE OF RATES		
		MAIN ITEM 1 (%)	MAIN ITEM 2 (%)	OPTIONAL ITEMS (%)
1	CHD LABOUR	60	10	NIL
2	FUEL	NIL	40	60
3	OVERHEADS	25	35	25
4	PROFIT	15	15	15
	TOTAL	100	100	100

- 13.4 The rates mentioned in the schedule for various operations will be broken up accordingly into various components as above for the purpose of determination of adjustment in rates. The decision of the COMPANY as to the groups in which the various operations will be classified as above will be final.
- 13.5 The component relating to profit identified as above will not be subject to any escalation or adjustment during the tenure of the contract.
- 13.6 As regards other operations mentioned in the Schedule of Rates and also for operations done by the Port, no escalation / adjustment in rates will be allowed. The rates quoted by the CONTRACTOR for these operations are firm and valid for the entire tenure of the contract.
- 13.7 The tenderer will be deemed to have quoted with reference to base indices as below:

13.7.1 LABOUR:

- (i) Variation in rates under labour as indicated above shall be applicable only for such operations where CHD Labourers are engaged. No escalation shall be allowed in rates under labour for such operation indicated in the schedule of rates where other than CHD Labour is engaged.
- (ii) For each of the operation in the schedule of rates where CHD workmen only are to be deployed the tenderer shall specify details of CHD workmen to be deployed in a gang as per norms of Cargo Handling Division (CHD) on 30 days prior to the closing date of receipt of tender and also corresponding respective elements of (A) CHD WAGES (B) D.A. & (C) applicable CHD levies. It shall be noted that these norms of composition of CHD workmen in each gang for different operations on 30 days prior to the closing date of receipt of tender shall remain firm and

Company shall take no responsibility on any subsequent variations in composition of gangs whatsoever. The tenderer shall submit the supporting documents from the concerned Port / Cargo Handling Division (CHD) in this regard.

- (iii) For the purpose of calculations of escalation under labour the increase / decrease in total cost of CHD workmen deployed in each gang per operation shall be taken into account and the percentage of increase / decrease will be calculated with reference to the costs of the gang for each operation indicated by the tenderer on 30 days prior to the closing date of receipt of tender. Such percentage of increase / decrease shall be applicable for calculation of escalation in rates under labour as per formula given at para 13.3 above.

13.7.2 FUEL:

The retail ruling price of diesel 30 days prior to closing date of receipt of tenderers at any diesel filling station, at Visakhapatnam run by or authorised by Indian Oil Corporation.

13.7.3 OVERHEADS:

The index numbers of wholesale price of all commodities published in the Reserve Bank of India Bulletin applicable to the month in which 30 days prior to the closing date of receipt of tender falls.

14.0 ESCALATION / ADJUSTMENT :

- 14.1 Rates will be revised on 1st April and 1st October of each year based on the corresponding indices/ rates (for labour, fuel and overheads) on 28th February and 31st August . The revision in the rates, shall however be made on the next 1st April / 1st October after six months of commencement of the contract period.
- 14.2 Increase / decrease in applicable CHD wages, variable D.A. and Appropriate Levies of CHD Workmen to be deployed in a gang as per CHD norms shall be determined on CHD wages variable D.A. and appropriate CHD levies prevailing on 28th February and 31st August of each year. CHD norms or composition of CHD workmen in a gang for each operation prevailing 30 days prior to the closing date of receipt of tender shall however remain firm as indicated above.
- 14.3 Escalation or adjustment of rates in respect of the component relating "OVERHEADS" will, however be calculated with reference to 60% of the amount of component mentioned in para 98 above.
- 14.4 Subject to para 109 to 111 above, the indices/ rates (for labour, fuel and overheads) on 28th February and 31st August as the case may be, will be worked out on a percentage of the base indices/ rates (for labour, fuel and overheads) and the percentage so worked out will be applied to the amounts of the components of rates as in para 98.
- 14.5 Adjustment in rates will involve both upward and downward revision depending on the fluctuation in the indices/ rates.

- 14.6 Escalation or adjustments in the rates would always be made with reference to base Indices only and not with reference to indices on the date of the previous revision, if any, of the rates.

15.0 **PENALTIES:**

The following penalties shall be levied on the CONTRACTOR in case of non-compliance with the terms and conditions laid down in this tender:

- i. A penalty of Rs. 2000/- shall be levied in each case of failure to paste proper posters on the wagons or for wrong posters indicating the vessel name and type of coal.
- ii. A penalty of Rs. 500/- shall be levied in each case of failure to hand over the Railway Receipts within 5 days of dispatch of rake.

16.0 **INTEGRITY PACT:**

Tenderer is required to unconditionally accept the "INTEGRITY PACT" (**ANNEXURE-XII**) which is also available in RINL's website and shall submit the same duly signed along with his commercial bid. Offer of the Tenderer received without Integrity Pact duly signed, shall not be considered.

- 16.1 The details of Independent External Monitor nominated for this tender are given hereunder :

Sl. No.	Name of the Independent External Monitor (I E M)
1	Sri V.Velayutham, Ex. DG(RD)&SS, Dept. of Road Transport & Highways, Flat No. 4, Nalanda Apartments, "D" Block, Vikaspuri, New Delhi – 110018. Contact Nos: +91-11-28530407 (Residence); +91-9810141563 (Mobile). E-mail: vtham_26@yahoo.co.in ; velayutham26@gmail.com
2	Sri Venu Gopal K Nair, P-1, Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, Thevara, Cochin – 682 013. Contact Numbers: Mobile: 9447500010 , P & T: 0484-2664223. E-mail: vgknair@gmail.com

- 16.2 The details of the Nodal Officer in terms of Integrity Pact is as below:

Sl No.	Nodal officer
1	Sri S.K.Gupta, ED (MM), Main Administrative Building, III Floor, Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam- 530 031. Contact Number: +91-891-2518683; Fax: +91-891-2518753/2518756 E-mail: guptask@vizagsteel.com

17.0 ETHICS:

- 17.1 If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL/VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.
- 17.2 The Company requires that bidders / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

- 18.0 TAXES AND DUTIES:** The Contract will be governed by the applicable statutory taxes and duty laws, prevailing during the contract period. Any variations in the taxes and duties during the tenure of the Contract shall be to the account of the COMPANY.

19.0 AMENDMENT TO TENDER TERMS AND CONDITIONS:

At any time prior to the deadline for submission of the bids, the PURCHASER may, for any reason, modify the tender terms and conditions by way of an amendment.

Such amendments will be notified on RINL's website www.vizagsteel.com and will be binding on the tenderers. The intending tenderers are, therefore, advised to visit RINL's website at regular intervals.

ANNEXURE – II to Tender No.T&S/14/02**GENERAL CONDITIONS OF CONTRACT (GCC)****1.0 DEFINITIONS & INTERPRETATIONS**

In the contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the contract otherwise requires:

- 1.1 "COMPANY" means Rashtriya Ispat Nigam Limited., incorporated under the Indian Company's act, 1956, with its registered office at Main Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and having its Transport & Shipping Department at Main Administrative Building, 3rd floor, A Block, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and includes its successors and assignees.
- 1.2 ED (MM)/ GM (MM)/ DGM(T&S)/AGM(T&S) of the Company or any Officer of the Company for the time being in charge of the Transport & Shipping.
- 1.3 "TENDERER" means the person, firm or corporation submitting a tender against the invitation to tender and shall include his /their heirs, executors, administrators, legal representatives, successors and permitted assignees.
- 1.4 "CONTRACTOR" means the person or persons, firm or company, whose tender has been accepted by the COMPANY and includes the Contractor's personal representatives, successors and permitted assignees.
- 1.5 "WORK" means and includes all work specified or set forth and required in and by the specifications, schedule hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions (being in conformity with the original specification and schedule).
- 1.6 "CONTRACT" means the Invitation to Tender, instructions to Tenderers, General Conditions of Contract, Special Conditions, Specifications, Tender Schedule showing approximate quantities quoted rates and amount against each item, letter of acceptance, and the Contract Agreement.
- 1.7 "LETTER OF ACCEPTANCE" is intimation by a letter to tenderer that the Tender has been accepted in accordance with the provisions contained in that letter.
- 1.8 "APPROVED" means approval in writing including subsequent written confirmation or previous verbal approval and 'APPROVAL' means approval in writing including as aforesaid.
- 1.9 "SPECIFICATIONS" means schedule, statement of technical data, performance characteristics and all such particulars mentioned as such in the contract.
- 1.10 "STORAGE YARD / STACKING AREA" means and includes any place or locality within or outside the Port area where the COMPANY/CONTRACTOR stores its Cargo whether now existing or acquired later.

2.0 ASSIGNMENT AND SUB-LETTING:

- 2.1 The CONTRACTOR shall not sublet the whole or part of the work except where otherwise provided by the contract and even then only with the prior written consent of the COMPANY and such consent, if given, shall not relieve the CONTRACTOR from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agent, servants or workmen, as fully as if they were acts, defaults or neglects of the CONTRACTOR his agent, servants or workmen.

- 2.2 In the event of contractor contravening the above conditions, the COMPANY shall be entitled to place the contract elsewhere on the Contractor's account and at his risk and the CONTRACTOR shall be liable for any loss or damage which the COMPANY may sustain in consequent or arising out of such placing of the Contract.

3.0 GENERAL OBLIGATIONS:

- 3.1 The CONTRACTOR shall enter into and execute a Agreement in writing within the time specified in the Letter of Acceptance and in default thereof the Earnest Money paid by the COMPANY shall be forfeited and acceptance of his tender shall be considered as withdrawn.
- 3.2 No Cargo shall be stored, stacked or kept outside the yard premises or on the roads of Railway lines within the yard, losses, if any, arising out of non-compliance with this requirement will be recoverable from the CONTRACTOR. The amount of losses as determined by the COMPANY shall be final and binding on the CONTRACTOR.
- 3.3 The entire cost of any materials belonging to the COMPANY, lost by the CONTRACTOR or any damage caused to such materials while in his care and custody will be recoverable from the CONTRACTOR. The amount of losses as determined by COMPANY shall be final and binding on the CONTRACTOR.
- 3.4 The CONTRACTOR shall indemnify the COMPANY against all claims for damages by suits and/or demands preferred against the COMPANY by third parties in respect of injuries sustained by and death caused to third person and also for loss or damage to COMPANY'S or third party's properties caused by the vehicles trucks/trailers/mechanical appliances employed by the CONTRACTOR and/or his employees or any act of omission/commission of the CONTRACTOR under this agreement. The COMPANY shall be entitled to recover from the Security Deposit or the Bills of the Contractor any such amount which may be decreed against the COMPANY for such damage or injuries and in respect of COMPANY'S properties such amount as may be determined.
- 3.5 The CONTRACTOR shall abide by all instructions and directions issued to him by the COMPANY in respect of the execution of the contract.
- 3.6 The fines and penalties, if any, imposed on the COMPANY, and /or CONTRACTOR due to Contractor's infringement or non-observance of or non-compliance with the rules framed by Government (Central or State) local/statutory bodies shall be borne by the CONTRACTOR.
- 3.7 The CONTRACTOR shall within a fortnight of the date of the award of work issue identity card to all the regular employees with photographs duly attached with such identity cards and attested by authorized representatives of the CONTRACTOR. Similarly, the CONTRACTOR shall issue identify cards to such approved casual employees / labourers that may be engaged by him from time to time.
- 3.8 The CONTRACTOR shall furnish to the COMPANY at the commencement of the contract a list of Workmen employed by him with their respective daily rates of pay and other allowances, etc., and the date of employment and a statement if they are the members of recognized Provident Fund. If there is any change in this list, the same shall be notified by the CONTRACTOR at the earliest.
- 3.9 The CONTRACTOR shall furnish a statement / declaration by 10th of every month succeeding month indicating the wages paid, i.e., in the previous month. The CONTRACTOR shall also produce for inspection by the Company's representative the wage sheet, acquittance roll/scroll, in respect of workmen employed by him whenever required. No payment will be released unless the documents as required herein are produced.

4.0 SPECIAL CLAUSES FOR SAFETY AND ENGAGEMENT OF CONTRACT / DOCK LABOUR FOR DOCK / STOCKYARD AND ALL OPERATIONS

- 4.1 The CONTRACTOR(S) shall ensure compliance with all the rules, regulations and statutory obligations of Inspectorate of Dock Safety and CHD in relation to safety, welfare, health, Provident Fund, payment of wages, maintenance of records, submission of reports, and returns, etc. in regard to the contract/Dock Labourers engaged by him for the work of COMPANY. In particular he will ensure the following:
- 4.2 Whenever, any accident occurs which either:
- a) Causes loss of life to a worker: or
 - b) Disables a worker from work on which he was employed for the rest of the day or shift in which the accident occurred: such accident shall be notified to Inspectorate of Dock Safety and CHD within statutory limit and also to the COMPANY immediately. The injured person shall be given first and there after immediately conveyed to the hospital or other place of treatment.
- 4.3 Where any accident causing disablement or death occurs, the CONTRACTOR shall be liable for each injury or death caused as a result of such accident either within or outside the yard premises in the course of work. The CONTRACTOR shall be responsible for such contingencies and will make good all claims for compensation, claimed by his labour or staff or tribunal/commissioner of Workmen's Compensation Act and other relevant laws of the land. He shall also indemnify the COMPANY and pay all such sums as may be awarded in respect of claims for compensation arising out of or consequent to any accident to any staff or labour working under him pursuant to the provisions of the Workmen's Compensation Act (VIII of 1923 and NV of 1933) or any subsequent modifications or amendments to the Act thereof and CHD rules and regulations/Inspectorate of Dock Safety. All costs incurred in connection with any such claims should be made good by the CONTRACTOR and the COMPANY reserves right to pay in the first instance, such amount of compensation as is payable under the said act or any other Act/Rules and to recover the amount so paid from the CONTRACTOR by deduction from his bills, security deposit or otherwise.
- 4.4 The CONTRACTOR shall ensure that all lifting machinery, including all parts and accessory gears, whether fixed or movable, shall be of good material, adequate strength, free from patent defect and maintained in good repair and working order, and shall have been tested and examined by competent person from time to time under intimation to the COMPANY.
- 4.5 No rope shall be used in hoisting or lowering or in preparing slings and no slings shall be used, unless they are of suitable quality, and possess necessary test certificate regarding freedom from patent defect and bearing clearly the maximum permissible load. All such ropes and slings shall be regularly inspected and no wire rope shall be used in hoisting or lowering if it shows signs of wear, corrosion or other defect.
- 4.6 The CONTRACTOR shall ensure that no lifting machinery or chain or sling or other appliance be loaded beyond the safe working load which shall be plainly marked thereon.
- 4.7 Where stacking, unstacking and handling in connection with the work is carried out, reasonable measure to guard against accidents shall be taken.
- 4.8 Where contract labour are handling, projecting with sharp edges, thin slivers, splinters or similar dangerous projecting parts such labour shall be provided with suitable protected equipment like helmets, safety boots, hand gloves, etc. by CONTRACTOR.
- 4.9 The Tenderer shall ensure usage of safety appliances by the labour engaged by him as prescribed under the CHD/Inspectorate of Dock Safety.

5.0 CONTRACT LABOUR:

5.1 The CONTRACTOR shall obtain necessary licence from the competent authority under the Contract labour (Regulation & Abolition) Act, 1970 and rules framed thereunder and shall produce such licence along with the tender. If the successful tenderer fails to produce a licence as aforesaid, the tender will be liable to be rejected.

5.2 The CONTRACTOR shall have to produce to the COMPANY or its designated Officer renewed licence every year. In case the CONTRACTOR fails to produce the statutory/renewed licence within the stipulated period, the contract shall be liable to be terminated within 15 (fifteen) days notice.

5.3 The CONTRACTOR shall be bound to carry out, perform and observe all the obligations of the principal COMPANY under the various Acts and rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the COMPANY or its designated officer.

5.4 As a security against non-fulfilling the various obligations the CONTRACTOR shall have to be deemed to have authorised the COMPANY to set off any claims under various/act and rules in force from time to time from the bill amount payable to him and also withhold the payments due to the CONTRACTOR till such time as the requirement of laws are complied with or to adjust payments to be met to and/or on account of the employees of the contractor from the amounts payable to the CONTRACTOR. The CONTRACTOR shall have to maintain the following registers in the forms as prescribed under the contract. Labour (Regulation & Abolition) Act and rules framed thereunder and show such register to the concerned DCM (T&S) or his nominee as and when desired by him.

- a) Register of persons employed
- b) -do- Muster Roll
- c) -do- Wages
- d) -do- Overtime
- e) -do- Deductions
- f) -do- Fines
- g) -do- Advance

5.5 The CONTRACTOR shall furnish to the Company a copy of the half yearly return in the form prescribed under the Contract Labour (R&A) Act, 1970 and Rules.

5.6 The CONTRACTOR shall be responsible for payment of adequate wages not less than the minimum wages prescribed by the appropriate state to this labour employed and shall also submit a certificate to the COMPANY within a week after disbursement of wages of labour showing proper acquittance and the wage period.

5.7 The CONTRACTOR will be required to furnish to the COMPANY the following particulars for arranging a nominated representative of the COMPANY for witnessing the payment made by them to their workers immediately after the commencement of the work in the question.

- a) Wage period
- b) Place of disbursement of wages
- c) Payment and date of disbursement of wages

The above particulars are also required to be displayed in the form of a notice at the work place and a copy of the same is required to be sent by the CONTRACTOR to the Inspector under the Contract Labour (R&A Act, 1970). All payment of wages shall be made on working day at the work site and during the work times as provided in the rules framed under the said Act.

5.8 The CONTRACTOR shall undertake and be responsible to provide canteen facilities for the workers employed by him in compliance of Chapter V of the Contract Labour Regulations and equipped with contents as may be prescribed under the rules framed under the contract labour (R&A) Act, 1970 at every place where contract labour is employed by him.

- 5.9 The CONTRACTOR shall not allow the use of sale of ardent spirits or other intoxicated beverages in the working area or in any of the building, premises occupied by the CONTRACTOR in connection with the work.
- 5.10 No canteen facilities of the COMPANY will be available for labourers under this agreement.
- 5.11 The CONTRACTOR shall ensure that the working hours for the female workers, if any employed by them shall be regulated as per the provision of the statute and that no women workers are made to work inside the COMPANY'S premises except between 6.00 am to 7.00 pm of any working day.
- 5.12 The CONTRACTOR shall further ensure that the workmen employee engaged by him in the COMPANY'S premises maintains proper discipline and decorum.
- 5.13 If any loss arises due to theft, pilferage or damage or articles which have been provided for work, the CONTRACTOR will be responsible and cost of articles and quantum of damage as will be settled by the COMPANY, will be recovered from the CONTRACTOR. The CONTRACTOR Shall if necessary provide their labourers with Torch Lights, etc.
- 5.14 The CONTRACTOR should register them with the Regional Provident Fund Commissioner. The CONTRACTOR will be required to follow PF rules, failing, which no payment will be, make to the CONTRACTOR.

6.0 SECURITY DEPOSIT AND ITS FORFEITURE:

- 6.1 The CONTRACTOR is required under the terms of this contract to furnish Security Deposit in accordance to the Invitation to Tender for due performance of the Contract.
- 6.2 The Security Deposit is liable to be forfeited or appropriated towards any loss that may be sustained by the COMPANY as a result of any act or omission on the part of the CONTRACTOR.
- 6.2.1 The Security Deposit will be returned on due and satisfactory performance of the work and on completion of all obligation by the CONTRACTOR under the contract, the CONTRACTOR shall also submit a certificate to the effect that he has no claim(s) against the COMPANY under the Contract. However, if any of the Bills submitted by the CONTRACTOR for works done/obligations discharged as per the contract, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner;
- I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the Contract (No. _____ for the work) expect to the extent of the claim preferred by me/us as per the bills mentioned hereinafter.
- 6.3 No claim shall lie against the COMPANY for any depreciation in the value of any investment in which the Security Deposit or any portion thereof may be invested. No interest shall be payable on such deposits.
- 6.4 In the event of any breach of any of the terms and conditions of the contract, the COMPANY shall have (without prejudice to other rights and remedies) the rights (i) to suspend further allocation of work to the CONTRACTOR and (ii) to forfeit the Security Deposit furnished by the CONTRACTOR or to appropriate the Security deposit or any part thereof in or towards the expenses or costs that may be suffered or incurred by the COMPANY due to contractor's negligence or unsatisfactory performance of any service under the contract. The decision of the COMPANY in respect of such damages, losses, charges, costs or expenses shall be final and binding on the CONTRACTOR.
- 6.5 In the event of the Security deposit being insufficient or if the Security has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this or any other Contract with the COMPANY. Should the sum also be not sufficient to cover the full amount recoverable, the CONTRACTOR shall pay to the COMPANY on demand the balance.

6.6 Whenever the Security Deposit falls short of the specified amount, the CONTRACTOR shall make good this deficit so that the total amount of Security Deposit shall not at any time be less than such specified amount.

7.0 MISCELLANEOUS:

7.1 All Contracts or terms thereof entered into between the COMPANY and the CONTRACTOR shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to Contracts. The courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions/claims/disputes/differences of any kind whatsoever arising under or in connection with the terms and conditions or any general/special conditions of the Contract.

7.2 No guarantee is given as to any definite volume of work which will be entrusted to the CONTRACTOR at any time or throughout the period of the Contract.

7.3 No claim will be entertained from the CONTRACTOR for his equipment or labour having remained idle or for any other expenses incurred by him due to the flow of work not being continuous for stoppage of work.

7.4 The CONTRACTOR shall carry out perform and observe the provision of the Factories Act, Shops and Establishment Act, Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident Act, 1952; the Minimum Wages Act, 1948; the Payment of Wages Act, 1936 or any other enactment passed by the Parliament or State Legislature and the rules made thereunder by the appropriate Govt. (s) in any way affecting the labourers and staff employed by the CONTRACTOR and also indemnify the COMPANY against any liability that may be imposed by law or the Govt for non-observance of any of the provisions of these Acts and enactments. The COMPANY reserves the right to recover any amount from the CONTRACTOR by deducting from his bills, Security Deposit including performance guarantee bond, if any.

7.5 The Contractor shall be responsible and will undertake to provide the following welfare facilities for the workers employed by him in compliance of Chapter (V) of the Contract Labour (Regulation & Abolition) Act, 1970 viz., Rest Rooms, sufficient supply of wholesome drinking water at convenient places, sufficient number of latrines and urinals and washing facilities and also provide for First Aid Box equipped with contents as maybe prescribed under the rules framed under the Contract Labour (Regulation & Abolition) Act, 1970 at every place where contract labour is employed by him.

7.6 The CONTRACTOR shall pay his labourers (male or female) minimum wages as may be prescribed from time to time by the Central Government or by the appropriate State Government in the State where the CONTRACTOR works.

7.7 The CONTRACTOR shall strictly adhere to all rules and regulations as laid down by the Police, the Regional Transport Authority and the Port Trust authority in the matter of movement of materials / equipment etc.

7.8 The COMPANY reserves the right to get any portion of work done departmentally or through any other CONTRACTOR (s) for the whole period of the Contract or such time as he deems fit and the fact that the same has not been entrusted to the CONTRACTOR shall not entitle the CONTRACTOR to prefer any claim for damages or compensation.

7.9 In case COMPANY is satisfied that the CONTRACTOR is unable to execute the work in satisfactory manner and in accordance with the terms of the contract, he shall have the right to stop the work at any stage and to make arrangements to get the work done in such a manner as he may deem appropriate including through other CONTRACTOR(s) or departmentally and to recover from the defaulting CONTRACTOR all the extra expenditure incurred on this account from the money due or that may become due to the CONTRACTOR, under the terms of this contract, or any other contract(s) without prejudice to any other right or remedies available to the COMPANY. The CONTRACTOR will not also be entitled to any compensation whatsoever under any circumstances.

- 7.10 If the CONTRACTOR fails to deploy sufficient suitable cranes / trailers /trucks / gears etc. to execute the work in a satisfactory manner and in accordance with the terms of the contract, the COMPANY, without prejudice to any other rights or remedies available reserves the right to hiring the cranes / trailers / trucks / gears, etc. from other CONTRACTOR(S) or any other sources at the rates being paid by the other Public Sector Undertakings working in the Port Area or at the prevailing market rates for handling of such materials. The decision of the COMPANY in this regard shall be final and binding on the CONTRACTOR. The extra expenditure incurred on this account will be recovered from the defaulting CONTRACTOR.
- 7.11 The COMPANY also reserves the right (i) of placing of Contract(s) simultaneously with one or more CONTRACTORS, as it may think fit even by calling fresh tenders and/or by negotiations and appoint some other CONTRACTOR(s) accordingly (ii) of appointing any other CONTRACTOR (s) for services referred to in the contract to meet an emergency, if the COMPANY whose decision shall be final is satisfied that the CONTRACTOR is not in a position to tender specific services within the period in which such services are required.
- 7.12 No contract work, however, petty may be carried out except on specific written authority from a duly authorized officer of the COMPANY.
- 7.13 The COMPANY will not be responsible for any damage to the trucks / trailers / lighters / barges suffered by the CONTRACTOR during the course of operation and the CONTRACTORS in their own interest should obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account will be entertained by the COMPANY.

8.0 MALPRACTICE:

8.1 If any CONTRACTOR is found guilty of:

- a) Misappropriating, pilferage or abetting misappropriation or pilferage of COMPANY's property or any attempt therefor:
- b) Offering illegal gratifications including offering bribe, regard or advantage etc. pecuniary other otherwise is to any Officer or employee of the COMPANY or:
- c) Indulging in any malpractice namely but not limited to forgery falsification or fabrication of documents, bills, vouchers, indents etc. in support of any claim against the COMPANY of reduction of any liability or in connection with the work with the COMPANY or indulging any other act which is an offence under the provisions of the Indian Penal Code.

The COMPANY without prejudice to its any other legal rights, be entitled to summarily terminate the contract and forfeit the security deposit.

9.0 ARBITRATION:

- 9.1 If at any time, any question, dispute or difference whatsoever shall arise between the COMPANY (Visakhapatnam Steel Plant) and the CONTRACTOR upon or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the adjudication of sole Arbitrator to be nominated by the Chairman-cum-Managing Director, Visakhapatnam Steel Plant. In case the designation of the Chairman-cum-Managing Director is changed or his office abolished, the Officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director Visakhapatnam Steel Plant, by whatsoever designation such Officer is called shall nominate the Sole Arbitrator to adjudicate upon disputes and there shall be no objection to any such nomination /appointment that the Sole Arbitrator is an Officer/employee of the Visakhapatnam Steel Plant. The Officer nominated by Chairman-cum-Managing Director of Visakhapatnam Steel Plant shall be the sole judge to decide the questions / claims / disputes / differences referred to him for Arbitration and his decision shall be final and binding on both parties. The venue of Arbitration shall be the registered office premises of the Visakhapatnam Steel Plant, Visakhapatnam.

The provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules thereunder and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this Contract.

10.0 FORCE MAJEURE:

10.1 The COMPANY and the CONTRACTOR shall not be in any way liable for non-performance either in whole or part of the Contract or for delay in performance thereof in consequences of any strike, lockout, fire or accidents to machinery, riots/war or insurrection or restraints imposed by Government, act of Legislature of Port Trust, Railways , Customs Authorities.

On the occurrence of the Force Majeure condition, the party concerned shall notify the other party in writing of such occurrence as soon as possible but within 48 hours of the occurrence stating therein:

- a) The date of commencement of such Force Majeure disability;
- b) The anticipated duration of such Force Majeure disability (if such duration can be estimated) and
- c) The nature of such Force Majeure disability. The disabled party and the remaining party shall employ all reasonable means to reduce the consequences of such Force Majeure and shall employ all reasonable means to terminate the same.

ANNEXURE-III to Tender No.T&S/14/02**INSTRUCTIONS TO TENDERERS****1.0 SUBMISSION OF TENDER:**

1.1 The tenders shall be submitted in two separate sealed covers as follows :

1. Commercial Bid (Part-I) comprising of the documents detailed in the Invitation to tender.
2. Price Bid (Part-II) comprising of Schedule of Rates.

All these covers are to be superscribed with the tender no. & date, and date of opening of tender. These 2 sealed covers shall be kept in another cover, which shall also be double sealed. The tender no. and date and date of opening of tender shall be indicated on this outer cover also. Tenders not accompanied by EMD will not be considered.

The price bids of those tenderers whose commercial bids are accepted only will be opened.

- 1.2 Each set of tender documents shall be serially numbered and signed by an officer of the Company. The tenderer(s) should check the documents immediately after receiving the same. Should the set received by the tenderer does not contain the signatures as mentioned above, he should immediately report in person the fact to the Officer who has issued the tender enquiry. This shall however under no circumstances be accepted as a ground for extension of time for the submission of tender.
- 1.3 All corrections, additions, alterations, deletions amendments in the tender documents shall also be signed and such corrections, additions, etc. shall also be initialed/ signed and rubber stamped by the tenderer in token of his knowledge of the same.
- 1.4 All offers shall be addressed to the ED (MM), RINL, Block-A, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 in double sealed covers clearly superscribed with the tender description, tender number, date and date of opening of tender. Offers should be deposited in the appropriate tender box. The Commercial part of the bid (Part-I) will be opened immediately thereafter in the presence of such tenderers who may choose to be present, as mentioned in the Invitation to the Tender.
- 1.5 Tenders sealed and superscribed as above may also be sent by Courier/ Registered Post addressed to the above mentioned Officer. A tender which is received, after the time and date specified above shall not be opened.
- 1.6 Any tender delivered or sent otherwise as stated in 1.5 above will be at the sole risk of the tenderer.
- 1.7 Tenderers should quote in figures as well as in words in English the rates as specified in the Schedule of rates.
- 1.8 Tender forms containing 'Over-written' or 'erased', rate, amount not shown in 'figures' & 'words' in English are liable to be rejected.
- 1.9 Scoring, cutting, deleting or mutilation in any form of tender document unless initialed by a Competent Officer of the Company, will be liable to rejection.

- 1.10 Tender quoting rates or units different from those prescribed in the tender schedules are liable for rejection.
- 1.11 Any tender containing clerical or arithmetical mistakes may get rejected.
- 1.12 Each tender shall be signed by tenderer with his usual signature. Tender by partners of Hindu Joint Family firm be signed in the Firm's name by one of the Partners or the Karta or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders by a COMPANY shall be signed in the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof" showing that the persons signing the tender documents on behalf of the COMPANY is duly authorised to do so, shall accompany the tender.
- 1.13 The tenderers shall sign all indices, specifications, General Conditions of Contract, Special Conditions, Schedules, etc. in token of acceptance thereof. The signature on the tender schedules alone shall be deemed to be acceptance of all the schedule of rates, specifications, General Conditions of Contract, Special Conditions, etc. forming part of the tender documents. Non compliance will result in rejection of the tender.

2.0 **Request for clarifications and / or modifications in tenders:**

- 2.1 If a tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No request for modifications to the specification, item, descriptions, contract clause, etc. will however be entertained. If the contents of the covering letter are to be considered as part of the quotations, this should be specifically mentioned by the tenderer. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tender.
- 2.2 Tenderers should quote rates against the items in the tender schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed. If the tenderer /s feel that he / they would prefer modification /s of any item /s of work, such modification and rates for items so modified should be given separately with his / their covering letter.
- 2.3 Any request from the tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms and conditions or rates of his tender after opening of the tenders may lead to rejection of his tender.

3.0 **Negotiation:**

- 3.1 The Company reserves the right to negotiate with any party / parties after opening of the tenders. Non-compliance by the party / parties to such a request for negotiation shall render his / their tender liable for rejection.

4.0 **Submission of Documents / particulars etc.:**

- 4.1 Tenderers must also submit, with the tender, copies of testimonials with regard to their experience and satisfy the authorities calling for tender on the following points if and when called upon to do so.
- 4.1.1 His position as an independent CONTRACTOR or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered power of attorney and the expressed authority from the same firm to act as its Agent.

4.1.2 His ability, either as Principal or Agent to undertake and carry out the work satisfactorily vouched for either by a responsible firm or an Official.

4.1.3 His ability to supervise work personally, or in the event of ill health or authorised absence there from, to employ a competent and responsible agent who is to be specifically named and approved beforehand.

4.2 Full information should also be given by the tenderer in respect of the following:

4.2.1 In case of Individual:

1. His full name, address and place of business.
2. His financial status.
3. His previous experience.
4. Licence number and date issued by Customs house to process papers in Customs House for the individuals.
5. Number of employees engaged for the job.
6. Number of clients using their service and the total turnover during the last two financial years on account of the job now quoted.

4.2.2 In case of Partnership Firms:

1. The names of all the partners and their addresses.
2. Previous experience of the firm and its partners.
3. An attested copy of the latest partnership deed must accompany the tender. Any change in the Constitution of the firm shall forthwith be notified by the CONTRACTOR to the COMPANY.

4.2.3 In case of Companies:

1. Date and place of registration including date of commercial certificate in case of Limited Companies. Certified copies of Memorandum and Articles of Association are also to be furnished.
2. Previous experience.
3. A copy of balance sheet for the year just ended should be submitted.

4.2.4 In case of Co-operative Societies:

1. Date and place of registration and attested copy of registration certificate, certified copies of the rules and regulations of the Company.
2. Previous experience.
3. List of members and names of office bearers. Any change in the office-bearers of the Society shall forthwith be notified by the outgoing / incoming Chairman / President of the Society.

4.3 Tenderers shall along with their tender submit the following:

4.3.1 Name and address of the Banker together with a certificate as to the financial standing of the firm as per the proforma at ANNEXURE-VIII.

4.3.2 Details of work of similar type and magnitude carried out by the tenderer in the proforma shown in ANNEXURE-V with documentary evidence there for wherever possible.

4.3.3 Details of the Dumpers / Front-end Loaders which will be employed on hire / and or as owned, together with the proof of ownership in the proforma at ANNEXURE-VI.

4.3.4 The successful tenderer to submit the certified copy of Registration / Licence of his establishment under Contract Labour (Regulation & Abolition) Act, 1970 namely Sec. 12 of the said Act before the date of commencement of work.

4.4 Each tenderer, while submitting his offer submit a declaration (ANNEXURE-VII) as to whether he has any relative within the meaning of Sec. 6 read with Schedule IA of the Companies Act, 1956 employed in any capacity in the COMPANY. In case, he has any relatives employed in any capacity in the COMPANY, the full name, particulars of position held under the COMPANY must be clearly indicated. In case, the tenderer is awarded the contract, he shall inform the COMPANY if any of his relatives, the award and during the continuance of the contract.

4.5 If the offer is not accompanied by such declaration referred to above in para 4.4, the same shall be treated as incomplete and will be liable to rejection. In the event of furnishing wrong declaration in this behalf by a tenderer whose offer happens to have been accepted by the COMPANY, the COMPANY reserves the right to rescind the contract forthwith as soon as the fact comes to light. The CONTRACTOR shall in such case make good to the COMPANY any loss or damages resulting from such cancellation.

5.0 Non-submission of Documents / particulars:

5.1 Tenders not giving full particulars / not complying with the requirements as mentioned in clauses 4.1 to 4.3 above shall be considered as incomplete and liable to summary rejection.

5.2 Any tender containing false information / particulars shall be liable to be rejected and tenderers found guilty of furnishing false information / particulars shall be debarred from any future dealings with the COMPANY.

6.0 Canvassing:

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

7.0 Execution of Agreement:

7.1 Acceptance of tender will be intimated to the CONTRACTOR through a Letter of Acceptance (LOA). The CONTRACTOR shall be required to execute an Agreement within the time specified in the Letter of Acceptance. In the event of failure on the part of the CONTRACTOR to sign the Agreement within the specified time, the amount of Security Deposit shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

7.2 No agreement is valid unless signed by the tenderer or his duly authorised agent and by a Competent person on behalf of the COMPANY.

8.0 Contract Documents:

8.1 The Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions, specifications and the rates and amount quoted against the items of the Tender Schedule together with Letter of Intent awarding the work shall form the contract. If there is any conflict between any of the provisions in any of the documents referred to, the provisions in the Special conditions of contract shall prevail. Similarly, if there be any difference between the descriptions in the specifications and the work items in the tender schedule shall prevail for determining the rate.

ANNEXURE-IV to Tender No.T&S/14/02**PRICE BID FORMAT****SCHEDULE OF RATES (MAIN ITEMS)****GUARANTEED DISCHARGE RATE:****12,000 MT PWWD SHINC (FOR GRABS HAVING CAPACITY OF 10 CBM & ABOVE)****8,000 MT PWWD SHINC (FOR GRABS WITH CAPACITY LESS THAN 10 CBM)**

SL N O	ITEM OF WORK	UNI T		BASIC RATE Rs.	SERVIC E TAX Rs.	TOTAL Rs.
1	<u>MAIN ITEMS :</u> STEVEDORING (Scope of Work as detailed in various parts of the Tender with specific reference to Clauses 3.1 to 3.4 of Special Conditions)	RATE PER MT	IN FIGURE S			
			IN WORDS			
2	WHARF CLEARANCE, TRANSPORTATION, CLEARING & FORWARDING, WAGON LOADING INCLUDING PLOT RENT (Scope of Work as detailed in various parts of the Tender with specific reference to Clauses 4.1 to 5.9 of Special Conditions)	RATE PER MT	IN FIGURE S			
			IN WORDS			

NOTES:

- 1) RINL RESERVES THE RIGHT TO ALLOCATE ANY ITEM/ITEMS DEPENDING ON THE REQUIREMENT. NO CLAIM FOR COMPENSATION FOR NON OPERATION OF ITEM/ITEMS SHALL BE ENTERTAINED.
- 2) CUSTOMS DUTY AND PORT CHARGES SHALL BE PAID BY THE COMPANY. TENDERERS SHOULD QUOTE ALL INCLUSIVE RATES INCLUDING STATUTORY TAXES. ONLY SERVICE TAX NEED BE SHOWN SEPARATELY. BASIC RATE REMAINING FIRM, ANY VARIATION APPLICABLE IN THE RATE OF SERVICE TAX DURING THE CONTRACT PERIOD SHALL BE TO THE ACCOUNT OF RINL.
- 3) IN CASE OF ANY NECESSITY TO SHOW FURTHER BREAK UP WITHIN THE ITEMS SHOWN ABOVE TO INDICATE DIFFERENT RATES OF SERVICE TAX FOR DIFFERENT OPERATIONS, SEPARATE SHEET MAY BE ATTACHED SHOWING SUCH BREAK UP. HOWEVER, THE TOTAL RATE MUST MATCH THE FIGURE TO BE INDICATED ABOVE.
- 4) COMPOSITE RATE OF CLEARING & FORWARDING & HIRING OF PLOT CHARGES AT SL.NO.2 ABOVE IS INCLUSIVE OF **PLOT RENT @ Rs. _____ /MT EXCLUDING SERVICE TAX.**
- 5) PLOT RENT SHOULD BE MENTIONED SEPARATELY IN THE BLANK AT NOTE (4) ABOVE.

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SCHEDULE OF RATES (OPTIONAL ITEMS)

SL NO	ITEM OF WORK	UNIT		UNIT RATE	SERVICE TAX	TOTAL
				Rs.	Rs.	Rs.
1	<u>OPTIONAL ITEMS:</u> AGENCY CHARGES (CUSTOMS CLEARANCE) <i>(Scope of Work as detailed in various parts of the Tender with specific reference to Clauses 2.1 to 2.17 of Special Conditions)</i>	RATE PER MT	IN FIGURES			
			IN WORDS			
2	<u>WATER SPRINKLING</u> <i>(Scope of Work as detailed in various parts of the Tender with specific reference to Clauses 6.1 to 6.4 of Special Conditions)</i>					
(a)	SPRINKLING IN SHIP'S HATCHES AND DURING GRABBING THE CARGO FROM HATCHES, DISCHARGING ON THE WHARF AND LOADING ONTO THE DUMPERS/TIPPERS	RATE PER MT	IN FIGURES			
			IN WORDS			
(b)	SPRINKLING OF WATER FOR MOVEMENT OF CARGO FROM GCB/OUTER HARBOUR TO STACKING AREA ALLOTTED TO THE CONTRACTOR FROM TIME TO TIME, HANDLING AT THE STACKING AREA, LOADING THE WAGONS FOR ONWARD DISPATCH TO PLANT	RATE PER MT	IN FIGURES			
			IN WORDS			
(c)	SPRINKLING OF WATER FOR MOVEMENT OF CARGO FROM INNER HARBOUR TO STACKING AREA ALLOTTED TO THE CONTRACTOR FROM TIME TO TIME, HANDLING AT THE STACKING AREA, LOADING THE WAGONS FOR ONWARD DISPATCH TO PLANT	RATE PER MT	IN FIGURES			
			IN WORDS			
(d)	SPRINKLING ON OTHER ROADS	RATE PER KILOMETRE PER DAY	IN FIGURES			
			IN WORDS			

NOTES:

- 1 THE ABOVE ITEMS ARE NOT NORMALLY OPERATED. HOWEVER, THE TENDERER SHOULD BE PREPARED TO UNDERTAKE WORK AGAINST THE ABOVE ITEMS AS WHEN CALLED UPON TO DO SO.
- 2 RATES QUOTED AGAINST THE ABOVE ITEMS ARE NOT CONSIDERED FOR EVALUATION PURPOSE.

ANNEXURE-V to Tender No.T&S/14/02**DETAILS OF WORK DONE BY THE TENDERER
IN THE LAST THREE YEARS**

(TENDERER MUST FILL IN THE UNDERNOTED COLUMNS)

SL NO	FULL PARTICULARS OF THE WORK CARRIED OUT	APPROX TONNAGE HANDLED	PERIOD OF CONTRACT	NAMES AND ADDRESSES OF THE CUSTOMERS FOR WHOM THE WORK WAS DONE

Signature:**Name of the tenderer:****Seal:**

N.B.: (1) A separate sheet may if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and attached to the Tender.

ANNEXURE-VI to Tender No.T&S/14/02**SCHEDULE OF FRONT END LOADERS / DUMPERS TO BE
EMPLOYED BY THE TENDERER FOR THE CONTRACT**

SL NO	NAME OF THE EQUIPMENT	CAPACITY	REGISTRATION NUMBER	REGISTERED IN WHOSE NAME	NAME OF THE UNDERWRITER WITH WHOM INSURED & VALIDITY

Signature:**Name of the tenderer:****Seal:**

N.B.: A separate sheet may, if required be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and attached to the Tender.

1. The tenderer should possess the minimum equipment as stipulated in the tender conditions.
2. Legible photo copy of the Registration Certificate for each vehicle to be produced. If registration certificate is not produced, such vehicle shall not be considered for computing ownership.
3. Copy of the lease agreement for the equipment on lease / hire to be enclosed.

ANNEXURE-VII to Tender No.T&S/14/02**DECLARATION**

I/We declare that I/we have no / under mentioned relative within the meaning of Sec. 6 read with Schedule IA of the Companies Act, 1956 employed in your Company.

Sl.No.	Name Of Relatives	Father's Name	Position Held in the Company	Remarks

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

Signature :

Name :

Seal :

ANNEXURE-VIII to Tender No.T&S/14/02**PROFORMA FOR BANK SOLVENCY CERTIFICATE**

Certified that Mr./M/s _____
_____, having his/their
Bank account with _____
Bank are solvent and that he/they has/have the Financial capacity to
execute the work of Stevedoring, Handling, Clearing & Forwarding of
imported bulk cargo like Coking Coal / Boiler Coal / PCI Coal etc. at
Visakhapatnam Port Trust (VPT) or any other BOT Terminal at VPT.

Place:**Signature:****Date:****Designation:****Name of Bank:****Seal:**

N.B. The tenderer should be solvent to the extent of ₹ ONE CRORE.

ANNEXURE – IX to Tender No.T&S/14/02**TYPICAL CALCULATION OF INCENTIVE :****1.0 In case of grab size >10CBM**

(Stevedore qualifies for Incentive if discharge achieved is >12,500 MT)

CASE A: If Discharge Rate achieved : say 14000 MT

Quantity discharged : say 50000 MT Guaranteed disch rate:12000MT

Stevedore qualifies for incentive in 1st slab onlyTime allowed: $50000/12000 = 4.16667$ daysTime used : $50000/14000 = 3.57143$ daysTime saved : $4.16667 - 3.57143 = 0.59524$ daysIncentive : $\text{Rs } 200000 \times 0.59524 \times 50\% = \text{Rs } 59,524/-$ **CASE B:** In case the discharge rate achieved is 16000MT, the incentive calculations shall be as under:1st slab:

Time allowed : 4.16667 days

Time used in slab 1 : $50000/15000 = 3.33333$ daysTime saved in slab 1 : $4.16667 - 3.33333 = 0.83333$ daysIncentive in slab 1 = $0.83333 \times 200000 \times 50\% = \text{Rs } 83,333/-$ 2nd slab:Time saved in slab 2 = $(50000/15000 - 50000/16000)\text{days} = 0.208333$ daysIncentive in slab 2 = $0.208333 \times 200000 \times 75\% = \text{Rs } 31,250/-$ Total incentive = **Rs 1,14,583/-****2.0 In case of grab size <10CBM**

(stevedore qualifies for Incentive if discharge achieved is >8,500 MT)

CASE A: If Discharge Rate achieved : say 9,000 MT

Quantity discharged : say 50000 MT Guaranteed disch rate:8,000MT

Stevedore qualifies for incentive in 1st slab onlyTime allowed: $50000/8000 = 6.250$ daysTime used : $50000/9000 = 5.556$ daysTime saved : $6.250 - 5.556 = 0.694$ daysIncentive : $\text{Rs } 200000 \times 0.694 \times 50\% = \text{Rs } 69,444/-$ **CASE B:** In case the discharge rate achieved is 12,000MT, the incentive calculations shall be as under:1st slab:

Time allowed : 6.250 days

Time used in slab 1 : $50000/11000 = 4.545$ daysTime saved in slab 1 : $6.250 - 4.545 = 1.705$ daysIncentive in slab 1 = $1.705 \times 200000 \times 50\% = \text{Rs } 1,70,455/-$ 2nd slab:Time saved in slab 2 = $(50000/11000 - 50000/12000)\text{days} = 0.379$ daysIncentive in slab 2 = $0.379 \times 200000 \times 75\% = \text{Rs } 56,818/-$ Total incentive = **Rs 2,27,273/-**

ANNEXURE – X to Tender No.T&S/14/02**CHECK LIST FOR BANK GUARANTEES****Name of the party submitting BG:****Party Code:****Tender No:****Name of the Bank issuing BG:****Branch issuing the BG:****BG No.:****BG Date:****BG Value:**

1	Is the BG as per the approved format of VSP ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below: "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

Note: The BGs can be accepted only when reply to all the above are 'Yes'**Signature of the Tenderer****Date:**

ANNEXURE – XI to Tender No.T&S/14/02

(PROFORMA)

BANK GUARANTEE FOR SECURITY DEPOSIT

(To be submitted on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG)

To be established by any Nationalized / Scheduled Commercial Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted.

To

Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam – 530 031.

Bank Guarantee No.**Dt.****LETTER OF GUARANTEE**

1. WHEREAS M/s _____ (hereinafter referred to as the CONTRACTOR) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the COMPANY) have entered into an Agreement vide Acceptance to Tender No. **T&S/14/02/_____ dated.....** (hereinafter called the said AGREEMENT) for Stevedoring, Handling, Clearing & Forwarding of imported bulk cargo like Coking Coal, Boiler Coal, PCI Coal etc. at Visakhapatnam Port Trust (VPT) or any other BOT Terminal at VPT on the terms and conditions mentioned therein.
2. We, _____ (name of the bank and branch) at the request of the CONTRACTOR, do hereby undertake and indemnify and keep indemnified the COMPANY to the extent of INR _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the COMPANY by reason of any breach by the CONTRACTOR of any of the terms and conditions of the said acceptance to tender and/or in the performance of the said acceptance to tender by the CONTRACTOR. We agree that the decision of the COMPANY as to whether any breach of any of the terms and conditions of the said acceptance to tender or in the performance thereof has been committed by the CONTRACTOR and the amount of loss or damage that has been caused to or suffered by the COMPANY shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the COMPANY on demand and without protest or demur.
3. We, _____ (name of the bank and branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said acceptance to tender and that it shall continue to be enforceable for (a) six months beyond the stipulated expiry of the contract or (b) in the event of any dispute(s) between the COMPANY and the CONTRACTOR, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, _____ (name of the bank and branch) by virtue of this guarantee before the dates referred to at (a) and (b) hereinabove, the same shall be enforceable against us, _____ (name of the bank and branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) and (b) hereinabove,

whichever date is the latest, provided that notice of any such claim has been given by the COMPANY before the dates referred to at (a) and (b) hereinabove, as the case may be. Payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the COMPANY on demand and without protest or demur.

4. It is fully understood that this Guarantee shall become effective from the date of the said acceptance to tender and that We, _____ (name of the bank and branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the COMPANY.
5. We, _____ (name of the bank and branch) hereby further agree that the COMPANY shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said acceptance to tender or to extend the time of performance of the said acceptance to tender by the CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by the COMPANY against the CONTRACTOR and to forbear or to enforce any of the terms and conditions relating to the said acceptance to tender and we, _____ (name of the bank and branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the CONTRACTOR or any forbearance and/or commission on the part of the COMPANY or any indulgence by the COMPANY or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
6. We, _____ (name of the bank and branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above.
7. We _____ (name of bank and branch) hereby further undertake that this guarantee can be invoked at the counters of our branch at Visakhapatnam whose address is given below and which shall cater to the claim lodged on us and shall be acceptable :

8. We, _____ (name of the bank and branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the CONTRACTOR and/or the COMPANY.

FOR AND ON BEHALF OF
Name of the bank & branch

Signature:
Name:
Duly Constituted Attorney & Authorised Signatory
Designation
Name of the bank & branch

Place: Visakhapatnam

Date:

Note: Issuance of this Bank Guarantee may also be got confirmed from our Controlling branch/office/Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

ANNEXURE – XII to Tender No.T&S/14/02**INTEGRITY PACT**

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for _____ **(nature of contract, in brief)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor (IEM) by name, from the panel of IEMs, at the tender stage, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/contractor(s):

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
 - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
 - c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
 - e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the CVO of RINL.

Section 8 – Independent External Monitor(s) {IEM(s)}:

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.

- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place -----
Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/ remuneration/ salary/ retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreignsupplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

2.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:

- 2.1.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
- 2.1.2 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.3 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 2.1.4 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:

- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/alongwith their offers:
- 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
- 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
- 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted.
- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.

- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.
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VIGILANCE TOLL FREE No. 1800 425 8878