

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM**

**TERMS AND CONDITIONS FOR GRANT OF LICENSE FOR THE RIGHT FOR THE
USUFRUCTS OF TREES ON THE LAND BELONGING TO RASHTRIYA ISPAT NIGAM
LIMITED, VISAKHAPATNAM STEEL PLANT IN GROUP “D”**

The amount offered against “D”group / lot shall cover the license fee for the right to take the usufructs of fruit bearing trees indicated in Groups- D of the schedule for a period as mentioned in the grant of license.

- 1 The said lands and the trees shall remain the property of M/s Rashtriyalspat Nigam Limited, Visakhapatnam Steel Plant herein after referred to as RINL, VSP, Visakhapatnam – 530 032.
- 2 The bidder may contact, Officer – in - Charge i.e., Sr. Manager (AF), Agro Forestry Department, Agro Forestry, CSR,& SV(Finance) building complex, Opposite to VanaViharMarg, near Hill Top Guest House, Visakhapatnam Steel Plant, Visakhapatnam– 32 for necessary clarifications if any and shall inspect the site to acquaint himself with the site conditions, location, local conditions, facilities, existing number of trees, types of trees, age & health of trees, soil conditions, climatic conditions, yield, etc.
- 3 No claim whatsoever shall be entertained on any account under any circumstances after grant of license.
- 4 At the time of Public Auction the bidder should deposit the **EMD** of Rs. 5,000/- (Rupees Five Thousand only)along with **SD** mentioned at clause 6 for D- Group by way of Demand Draft of any scheduled bank drawn in favour of Rastriyalspat Nigam Limited, Visakhapatnam. The EMD shall be refunded after satisfactory completion of the License Period.
- 5 The interested registered agencies shall become eligible to gain entry in the Auction Hall provided they submit the following:

(i) **EMD as mentioned in clause 4.**

(ii) **Submission of duly signed undertaking in the prescribed format.**

6 Security Deposit:-

The bidder also required to submit **Security Deposit**forthe group-Dalong with EMD amount of Rs.5,000/-by way of DD drawn in favour of Rastriyalspat Nigam Limited, Visakhapatnam Steel Plant **to the Auction Committee before participating in the auction.** After conclusion of the auction process and acceptance of the bid by Visakhapatnam Steel Plant, the successful bidder will deposit the full license fee after deducting the Security Deposit amount paidwithin a period of 15 days. DD for EMD along with SD will be returned by Auction committee to all unsuccessful bidders. .

Sl.No	Group	Security Deposit amount (Rs.)	EMD amount (Rs.)
1	D	33,000	5,000

7. License Period:

Sl.No	Group	Licence Period
1	D	From 1 st October, 2014 to 30 th September 2017 (Three Crops) from the date of issue of LOA

- 8 RINL/VSP reserves the right to reject any or all the bids without assigning any reason thereof.
9. In case the H-1 Bid is accepted by RINL, it shall issue an acceptance letter to the Highest Bidder for that specific group, after acceptance of the Bid. The accepted H-1 bidder shall submit a copy of the said letter after duly signing the same as a token of acceptance.

10. PAYMENT TERMS:

- i) The successful bidder/Licensee shall pay 50% of balance bid amount towards license fee after deducting SD amount as per clause no.6 for the group-D, to RINL / VSP within 5 days and balance 50% within 10 days from the date of acceptance of bid letter by way of a Demand draft of any scheduled bank drawn in favor of Rashtriya Ispat Nigam Limited, Visakhapatnam to the Officer-in-Charge. RINL shall issue a Money receipt to the concerned bidder for the amount deposited.
- ii Within 5 days from the date of submission of the complete Bid Amount as at 10 (i) above, RINL shall issue the License for the subject group. Only after Granting of the License, the License shall be deemed to have been given effect to and the licensee shall be permitted to do any act under the said license. It is the responsibility of the successful bidder to safeguard/protect the crops from pilferages after grant of License.
- iii After acceptance of the bid for award of the license, if the successful bidder fails to deposit the License fees as mentioned at 10 (i) above, the EMD and the Security Deposit already paid will be forfeited without issuing any notice and the said usufructs group will be put to auction once again at the sole discretion of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant.

11. MAINTENANCE TERMS:

- (I) It shall be the responsibility of the licensee to maintain the trees by carrying out necessary cultural operations, necessary pruning of branches during sustenance of the license period.
- (II) The bidders may note that in case any watering is required for the trees given under license, the same has to be applied so that the trees are not withered / dried. The water has to be arranged by the bidder at his own cost.
- (III) The licensee shall make his own arrangements for labour, materials, tools, etc., required by him in connection with this license.
- (IV) The labour to be deployed for collection of usufructs and to fulfill other requirements as per license should be above the legal age for employment as per the Child Labour Prohibition Act which is in force from time to time.
- (V) The Licensee shall preserve the said trees and their foliage in a good state of cultivation and is not permitted to cut the same, damage or injure them in any way. However, the Licensee may collect, use and otherwise dispose/sell of the usufructs of the trees during the license period, without hampering the normal growth.

- (VI) The licensee is solely responsible for safe guarding, preserving of the usufructs and to arrange at his cost adequate protection against theft, pilferage, damage, loss etc., of the usufructs.
- 12 The licensee shall confirm in all respects with the provisions of any statute, ordinance or law and rules there under, regulations of bye-laws of any local or other duly constituted authority, rules and regulations of public bodies, which may be applicable to this licence and liabilities of every kind for breach of any statute, ordinance, law, rule, regulation or bye-law will be the sole responsibility of the licensee.
- 13 RINL in no case shall be responsible for any loss to the crop due to any reason like natural calamities, pilferage etc.
- 14 The licensee shall not have any right whatsoever to the usufructs of trees in areas outside the boundary other than what has been indicated in the license. In case any Licensee is found to be indulged in such activities penal action as deemed fit including cancellation of license and forfeiture of money paid and debarring from further auctions / tenders may be taken by RINL.
- 15 The licensee shall take requisite precautions and use his best endeavour to prevent any riotous or unlawful behaviour by or amongst his workers and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the work.
- 16 The Officer-In-Charge shall entrust the trees to the licensee duly counting the number of trees in each category. Similarly, the licensee shall render accounts to the Officer-In-Charge for the number of trees taken over by him on expiry of the term of license or earlier termination of the license, as the case may be.
- 17 If the number of trees handed over by the licensee on the expiry of the term of license or earlier termination, as the case may be, is found short as a result of the said trees being cut down, damaged or injured by the licensee during the term of the license, the licensee shall compensate RINL/VSP by payment of damages as assessed by RINL/VSP. The decision of the Officer-In-Charge shall be final and binding in this regard. The withered and the wind fallen trees shall not be removed by the licensee.
- 18 RINL/VSP shall have all rights to enter the area and carryout survey of the land, execute the company's construction work etc., and the licensee shall fully co-operate with RINL/VSP for this purpose or any other purpose as deemed fit by the Company.
- 19 The licensee shall be permitted to collect the crop from 1st October,2014 to 30th September 2017i.e. for a period three years without any further extension for any reason, what so ever.
- 20 The licensee shall use the said lands and the trees, the subject matter of this license, only for the purposes aforesaid and not for any other purpose. When the licensee violates any of these terms and conditions, RINL/VSP shall be at liberty to cancel the license forthwith and take such punitive actions as deemed fit including compensation for damages, if any. In such case, the licensee shall not be eligible for any refund of license fee / payments made as per Clause (10) above.

- 21 If the successful tenderer desires to erect any temporary shed for the purpose of site office/stores, permission in writing to be obtained in the prescribed format from the licensor. The location of the temporary shed should be inconspicuous from the road points and should be located well within the boundaries of the area of work.

22 **SETTLEMENT OF DISPUTES:**

Sole arbitration clause: In case of any question, dispute or difference whatsoever between the licensor and the licensee upon, or in relation to or in connection with the license, 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 an arbitrator to be nominated by CMD of RINL. The award of the arbitrator shall be final and binding on both the parties and the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to and be incorporated in this license. The venue of Arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

Signature of VSP
Representative

Signature of the Bidder

UNDERTAKING

(To be submitted on a non-judicial stamp paper of Rs.10 purchased in the name of bidder)

We, M/s (Name & Address of the Agency)

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.....do hereby Affirm and declare as follows:

1. We hereby confirm that we have read the Terms and conditions of the Auction and have fully understood the same. We hereby give our unqualified acceptance to all terms and conditions of the auction without any deviations.

2. We also confirm that on being the successful bidder for the said work, we shall deposit the required payments within the time schedule as prescribed in the clause 10 of the Terms & conditions and we understand that License for the subject work will be granted to us only after submission of the required payment in the specified mode of payment as per terms and conditions of the auction.

3. We also understand that in case of failure to submit the payments as per Clause 10 (i) of the Terms & conditions, the EMD along with other payments already paid shall be forfeited in terms of clause 10 (iii) of the Terms & conditions of the Auction and we shall have no claim whatsoever for grant of License for the said work.

Signature of the Bidder
With date & Seal

Details of trees under Group-D of Usufructs trees in
Agro Forestry areas of Visakhapatnam Steel Plant.

Group	Location	Mango	Cashew	Coconut	Soap Nut	Sapota	Tamarind	Guava	Total
D	YRPC, Donkada, Aganampudi & Padamadaka	594	117	2	1	80	21	1800	2615

Signature of VSP's Representative

Signature of Tenderer