**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**
**(A Govt of India Enterprise)**
**BRANCH SALES OFFICE-KOLKATA**
**1, A.J.C. Bose Road, 2nd floor, Kolkata 700 020.**
**E-mail: bsokolkata@rediffmail.com Tel No: 033-22821970 Fax No: 033-22827896**
**Web site: www.vizagsteel.com**

**APPOINTMENT OF CONSIGNMENT SALES AGENT FOR HANDLING, STORAGE AND SELLING OF IRON AND STEEL MATERIALS OF VSP AT IMPHAL (MANIPUR).**

## OPEN TENDER NOTICE NO: VSP/MKTG/KOL/05 OF 2016-17 DT. 08.07.2016

This document is issued to:
Shri/ Messers _____
_____
_____
_____
after receiving Rs 1,000/- towards cost of tender documents by
DD/PO/B.Ch.No._____Dated_____
ON_____
Tender closing date & time : 3:00 PM on 08/08/2016
Tender opening date & time : Immediately after 3:30 PM on 08/08/2016

Signature of Sr BM **(Kolkata)**

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This document is downloaded from www.vizagsteel.com by
Shri/Messers _____
_____
_____
And the cost of tender document is remitted with the tender by DD/PO/
B.Ch.No._____Dated_____

ON_____
Signature of Tenderer

---

(To be filled by the tenderer)
EMD PARTICULARS _____
_____

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(FOR OFFICE USE DURING OPENING OF PART-I)
1. EMD Particulars : DD/PO No……..dtd……for Rs…….
drawn on ……Bank…….Branch
2. SI. No.of tender : ……out of ……tenders
3. Covering letter : Given / Not given
4. No. of pages : …….
5. Validity of tender : …….

Signature of Marketing Executive Signature of Finance Executive

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## OPEN TENDER NOTICE NO: VSP/MKTG/KOL/05 OF 2016-17 DT. 08.07.2016

This document consists of:

1) Notice Inviting Tender
2) Instructions to Tenderers
3) Tender Form
4) Declaration of particulars
5) Form of Agreement
6) Terms and Conditions of Contract
7) Schedule of Rates (Separate booklet)
8) Integrity Pact (IP)

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# Notice Inviting Tender

**RASHTRIYA ISPAT NIGAM LIMITED**
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**OPEN TENDER NOTICE NO: VSP/MKTG/KOL/05 OF 2016-17 DT. 08.07.2016**

Sealed tenders in the prescribed form are invited from experienced / established agencies for appointment as

CONSIGNMENT SALES AGENT OF VISAKHAPATNAM STEEL PLANT (VSP) AT IMPHAL (MANIPUR**)** for handling, storage and selling of Iron & Steel materials:

1. Availability of tender documents: The tender document shall be available for sale in the office of **Sr. Branch Manager, Kolkata** at the above address on all working days except on the last date for submission of tender. The tender document shall also be available on VSP's website www.vizagsteel.com for downloading on all working days except on the last date for submission of tender. The tender documents downloaded from the website shall be equally valid for participation in the tender process as tender documents purchased from the company through manual process. For tender document downloaded from website, the demand draft towards the cost of tender document should be submitted along with the tender.

2. Earnest Money Deposit: **Rs. 50,000/-**

3. Cost of tender document: **Rs. 1,000/-** for each location. The cost of the tender document can be paid by Account Payee Demand Draft drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED on any Scheduled Bank payable at Kolkata. No other mode of payment shall be accepted.

4. Last date for receipt of requisitions for tender documents: **06.08.2016** in the Office of **Sr Branch Manager, Kolkata** at the above address.

5. Last date, time and venue for submission of tenders: Upto **3:00 PM on 08.08.2016** in the Office of **Sr Branch Manager, Kolkata** at the above address.

6. Opening of tenders: Technical and Commercial part of offers will be opened immediately after 3:30 PM on 08.08.2016 in the Office of **Sr Branch Manager, Kolkata** at the above address. The Price part of the offers will be opened at above address at a later date with intimation to the short listed tenderers.

7. Period of Contract: 7 (Seven) years from the date of issue of letter of Acceptance.

8. The successful tenderer should produce originals of the documents for verification. Failure to produce the same would result in disqualification and forfeiture of EMD.

9. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

10. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

11. Rashtriya Ispat Nigam Limited reserves the right to issue / refuse to issue tender document without assigning any reasons thereof and without any liability to Visakhapatnam Steel Plant.

Sr Branch Manager (Marketing)
BSO-Kolkata

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## INSTRUCTIONS TO TENDERERS

Tender for appointment of Consignment Sales Agent for handling, storage and selling of Iron and Steel materials of VSP.

1. The tenderer should fill in the 'Tender Form', 'Declaration of Particulars' and 'Schedule of Rates', which form part of the tender documents.

2. The tenderers should duly sign on every page of the tender document including the terms and conditions of contract in token of acceptance thereof, along with the rubber seal of the Company, Firm, indicating the name and status of the signatory.

3. The rates quoted by the tenderer in the Schedule of Rates shall be both in figures and words and shall be free from corrections or erasures. Any corrections or erasures shall be duly initialled with date by the tenderer. In case of any discrepancy between the rate quoted in figures and words, the rate quoted in words shall prevail.

4. The tenderer may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the CSA yard is envisaged to be set up and operated and familiarise himself with the nature and magnitude of the services required of him including requirement of single piece of 0.25 to 1.00 acre area land . The tenderer should have the land offered for this tender on own or on tie up for lease. In case of lease, the tenderer should furnish a lease deed from the land owner for leasing out the land for a period of atleast 8 (Eight) years from the last date for submission of Part-I of offers, in favour of the tenderer on his success in the tender for usage as Iron and Steel stockyard.

5. By submitting a quotation, the tenderer shall be deemed to have fully familiarized himself with and considered the scope of work, working conditions and all the terms and conditions of contract forming part of the Tender Documents.

6. The rates quoted by the tenderer shall be subject to price variation as per the relevant terms and conditions of the contract.

7. Since materials meant for the CSA yard shall be despatched in rake loads by rail also from the Plant / from other yards, the tenderer should consider the use of Public siding Point for receipt and unloading of the materials, in close proximity to the proposed stockyard.

8. The CSA yard should have direct and independent access to the highway for despatch of materials by road to and from the CSA yard.

9. The tenderer should be in a position to deploy sufficient number of tyre mounted mobile cranes, trailers / trucks, other ancillary equipments and manpower to carry out the handling and storage functions envisaged in the CSA yard.

10. The tenderer should install suitable Weighbridge in the yard. In case CSA is unable to provide weighbridge in the yard, VSP may consider use of a public weighbridge available close to the CSA yard subject to compliance with Central Excise, Sales Tax Act and other requirements.

11. The tenderer should submit to the Company a list of all equipment proposed to be deployed by him for the subject work, along with all details. The Company may decide to inspect the cranes and other equipment physically to assess their fitness and availability.

12. The estimated quantities mentioned in the annexure to Schedule of rates are purely indicative and projected only for the purpose of evaluation of tenders and for enabling the tenderer in arriving at the approximate facilities required to be provided by him. The company shall not be liable in any way if the actual quantities differ from the above.

13. Tenders should be accompanied by Earnest Money deposit of Rs. 50,000/-in the form of account payee Demand Draft/ Pay Order drawn in favour of **Rashtriya Ispat Nigam Limited, on any Scheduled Bank (excluding Co-operative Banks) payable at Kolkata**. Tenders without Earnest Money Deposit are liable for rejection. Previous deposits with VSP, if any, by way of Earnest Money, Security Deposit or any other kind of deposit or financial securities cannot be adjusted for this purpose and offers with such requests shall be treated as without EMD. Government Undertakings / Enterprises are exempted from submission of Earnest Money Deposit. The successful tenderer shall be required to conclude a formal agreement with the Company as per the Form of Agreement after the Company conveys acceptance of the tender.

14. In the case of the successful tenderer the Earnest money shall be retained by the Company till Security Deposit as stipulated in the contract for due fulfilment of the contract is submitted by him. In case the tenderer fails to submit the Security Deposit in the prescribed time after the Company communicated acceptance of his tender or withdraws / varies his offer before the validity date, the Earnest Money Deposit shall be forfeited.

15. In the case of unsuccessful tenderers, the Earnest Money shall be refunded as soon as possible.

16. No interest shall be paid on the Earnest Money and Security Deposit.

17. Only the tenderers having the necessary experience / qualification etc. should participate in the tender.

18. The tenderer shall, along with the tender, furnish all the relevant documents called for. Wherever copies are required to be submitted, the same shall be self attested (signed with date and seal). The documents shall include inter alia

I. Copy of Title Deed in the name of the tenderer for the land / lease deed from the land owner for leasing out the land for a period of at least 8 (Eight) years from the last date for submission of Part-I of offers, in favour of the tenderer on his success in the tender for usage as Iron and Steel stockyard (along with a copy of Title Deed in the name of the land owner.) The land shall be a single piece of 0.25 to 1.00 acre area.

II An undertaking mentioning that the land offered is suitable in all respects for handling of Iron and Steel Materials and that all necessary Statutory and Regulatory requirements for usage of land for commercial/ industrial use shall be fulfilled before commencement of operations.

III. Copy of audited Balance Sheets and Profit and Loss accounts for the previous 5 (five) financial years or a Certificate from practicing Chartered Accountant certifying the annual turn over of the firm/company for the previous 5 (five) financial years. In case of recently incorporated firms/agencies, the same can be submitted for the period they are available.

IV. Copy of PF Registration certificate from PF Authorities. (Copy of Application or Acknowledgement for the application of PF Registration from PF Authorities is not acceptable).

V Copy of registration certificate of the Company / Firm including copy of Articles and Memorandum of Association / Partnership deed.

VI. Solvency certificate from the bankers for a minimum value of Rs 1 lakh issued not earlier than 6 months from the date of notice inviting tender.

VII List of equipments proposed to be deployed.

VIII. Details, along with dimensional sketch, of land proposed to be used for the CSA yard, indicating proximity to railway unloading point, road approach etc.

IX Copy of certificate from the Jurisdictional Superintendent of Service Tax to the effect that the tenderer is registered under service tax rules.

X Copy of the ESI registration Certificate (if applicable) indicating their ESI code number.

XI Copy of land usage certificate regarding usage for industrial/commercial use issued by competent authority for the land offered

XII Plan of the proposed site indicating the survey numbers/Khasra numbers to ascertain area of the land offered and to assess the contiguity of land**.**

In case any of the above documents are not available at the time of submission of offer, the tenderer shall furnish an undertaking (except para-I&II above i.e title deed/lease deed & undertaking for compliance of Statutory and Regulatory requirements for usage of land) to

that effect mentioning that the same shall be submitted before issue of Letter of Acceptance. The L-1/ successful tenderers shall be required to submit the balance documents (if not submitted along with the tender) within 3 weeks from the date of opening of Price bids failing which their offer will be liable for rejection**.**

19. Tenders incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The tenderer should be in a position to produce originals of all the above documents after opening of the Price Bids if he is successful. Failure to produce the originals at this stage in support of the attested copies of the above documents submitted earlier would result in disqualification and forfeiture of EMD.

20. If it comes to the notice of VSP at any stage right from request for enlistment/tender document that any of the certificate/documents submitted by applicants for enlistment or by bidders are found to be false/fake/doctored, they will be debarred from participation in all 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 VSP will also be terminated with attendant fallouts like forfeiture of EMD/Security deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

21. The tender shall be submitted in two parts as follows:
    a) Part-I in a sealed envelope shall contain three sets (original + 2 copies) of the Following:

    I. Covering letter.
    II. Form of Tender.
    III. Declaration of Particulars.
    IV. All other documents and information except prices.

    Part-I shall also contain the following:

    i) Tender Document issued by VSP/downloaded from company‘s website duly signed on all pages including the Terms and Conditions of contract in token of acceptance.
    ii) Earnest Money Deposit.
    iii) Cost of tender document in case it is down loaded from VSP’s website

    This envelope shall be superscribed as Part-I of the tender.

    b) The tenderer should not alter the Terms and Conditions of Contract and other documents given in the Tender Document issued by RINL/VSP/downloaded from VSP’s website. If he wishes to stipulate any deviations to the Terms and Conditions of Contract etc., the same should be given in the covering letter forming part of Part-I of the tender. RINL/VSP reserves the right to accept / reject the deviations. Further, if the tenderer fails to withdraw the deviations, on being requested to do so, RINL/VSP shall have the right to reject the tender.

    c) Part-II in a separate sealed cover shall contain Schedule of Rates duly filled in. No conditions shall be mentioned in the price bid. This envelope shall be superscribed as Part-II of the tender.

The envelopes containing Part-I & Part-II of the tender shall be kept in a third envelope and sealed. All the three envelopes shall be superscribed with "Tender for appointment of Consignment Sales Agent at ". Tender Reference No. and Tender Submission Date shall also be mentioned on all three envelopes.

22. Tenders should be kept valid for a period of 60 (sixty) days from the last date for submission of Price Bid / Revised Price Bid.

23. In case the tenders are invited for more than one location, tenders for each location has to be separately submitted in separate sealed envelopes superscribing the name of the location on it, alongwith separate EMD.

24. RINL/VSP reserves the right to accept / reject any or all tenders either in part or in full or split up and award the work to more than one agency without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

25. RINL/VSP reserves the right to negotiate with the Central Government Departments/ Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest tender and award the work, as per the guidelines issued from time to time by Government of India.

26. The company requires that bidders/suppliers/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 practise" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public Official in contract execution and 'fraudulent practise' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practise 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 practise 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 practises in competing for, or in executing the contract.

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## TENDER FORM

From

_____

_____

_____

_____

To

The Sr Branch Manager, Kolkata

Dear Sir,

Sub: Tender for appointment of Consignment Sales Agent for handling storage and selling of Iron and steel materials of VSP at **IMPHAL (MANIPUR).**

In response to your tender notice no._____dtd._____inviting offers for appointment of Consignment Sales Agent for handling, storage and selling of Iron and Steel materials of VSP at **IMPHAL (MANIPUR).** I / We a Company / Partnership Firm / an Association / Sole Proprietor (in the case of a Firm, an Association or a Syndicate please set out here full names of all partners or members) carrying business at _____hereby submit our offer in the prescribed proforma submitted herewith in a separate sealed cover.

1. I/We agree that this offer shall be valid for a period of 60 (sixty) days from the last date for submission of Price Bid / Revised Price Bid.

2. I/We hereby declare that we have read and understood and agreed to abide by and fulfil your terms and Conditions of contract for handling, storage and selling of Iron and Steel materials of

VSP, which shall be deemed to form an integral part of this offer and I/We return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.

3. I/We hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm / association / syndicate).

4. I/We enclose herewith an account payee Demand Draft / Pay Order on _____Bank for Rs. 50,000/- (Rupees fifty thousand only) in favour of RASHTRIYA ISPAT NIGAM LIMITED, payable at Kolkata being Earnest Money Deposit.

5. I/We hereby declare that this tender on acceptance communicated by you to me/us by registered letter shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

Encl: Terms and Conditions of Contract and Schedule of Rates duly signed with seal on each page in two Separate sealed envelopes

Signature and seal of the tenderer

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DECLARATION OF PARTICULARS

1. Details of the Tenderer:

   A) In the case of Individuals

   i) Full Name, Address and Place of Business :

   B) In case of Partnership Firms

   i) Full Name, Address and Share of each Partner :

   ii) Attested copy of Partnership Deed enclosed **(*)** : Yes / No

   iii) Particulars of Registration of the firm under the **(*)** Partnership Act. :

   C) In case of companies

   i) Date of Registration, including Date of Commencement Certificate in case of Public Companies (Certified copies of Articles and Memorandum of Association and Certificate of Incorporation / Commencement of Business to be enclosed)(*) :

   ii) Nature of business and provision of Memorandum of Association thereto :

   iii) Name, particulars and address of all the Directors :

   iv) Authorised, Subscribed and Paid up capital :

2. Turnover during each of the preceding 5(five) financial years (Copies of audited accounts or certificate from chartered accountant to be enclosed. In case of recently incorporated firms/agencies, the same can be submitted for the period they are available**.** (*) :

| SI. No. | Year | Total Turnover | Sales Turnover | Type of goods sold |
|---|---|---|---|---|
| 1. | 2011 – 12 | | | |
| 2. | 2012 -- 13 | | | |
| 3. | 2013 – 14 | | | |
| 4. | 2014 – 15 | | | |
| 5. | 2015 – 16 | | | |

3. Give your Income Tax PAN No.:

4. Are you / your Partners / Directors / Sole Proprietor of the applicant having any relatives working in RINL, VSP ? If so, furnish details :

5. Name and Address of Bankers :

6. Willingness to furnish Security in the form of Bank Guarantee from a Scheduled Bank covering the full value of materials likely to be entrusted to you and for due fulfilment of Contract :

7. Are you under liquidation or court Receivership or similar Proceedings. :

8. Are you debarred from participation in tenders by Government Departments and Public Sector Undertakings :

9. Have you got land for the purpose envisaged in the tender? :
   a) Do you own this land or do you hold it under a lease? :
   b) Is it in your possession at present :
   c) Is it being utilised for any other purpose, If so details :
   d) Give details of location, shape and dimensions (Plan/sketch Indicating landmarks, survey numbers/ Khasra numbers for identification to be provided(*) :
   e) Is it a levelled land :
   f) Is there any covered godown or office on the land, if so give details and dimensions :
   g) Are there roads in the land for smooth movement of trucks/trailers/mobile cranes :
   h) How much material can be stacked at a time in the open and covered godown (if any) :
   i) Is the land within Octroi territory? If so, what is the rate of Octroi duty for Iron and Steel :

10. Which is nearest public railway booking point and its distance from the land :

11. Have you got a road weighbridge? Indicate make, capacity and date of last certification by Weights and Measures Department :

12. If you do not have a road weighbridge, do you propose to install one ? If not, indicate the alternative arrangement for weighbridge. :

13. Do you have any other weighing equipment like weighing scales? Give details :

14. Do you own any crane capable of handling the heavy consignments of Iron and Steel? Furnish details of make, capacity, registration no. etc. :

15. For balance, how do you propose to mobilise them? :

16. Do you own any trucks/trailors/forklifts etc? If so, furnish details of make, capacity registration no. etc.
(If the tenderer is not owning the same the tenderer shall indicate the plan for mobilising them)(*) :

17. Do you have adequate labour and supervisory personnel to carry out simultaneously all operations like unloading from wagons, trucks, trailors, transportation from siding to the stacking point, stacking, weighment's, cutting, bending, delivery, watch and ward and all related clerical / book keeping work ? :

18. Are you registered with PF Authorities ? (Copy of Registration Certificate from PF Authorities to be enclosed). Copy of Application Or Acknowledgement for the application of PF Registration from PF Authorities is not acceptable. Exemption will not be given from submission of PF Registration Certificate on any grounds. (*) :

19.Are you registered with Service Tax Authorities? (Copy of Registration Certificate from Jurisdictional Superintendent of Service Tax Authorities) (*) :

20. Are you registered with ESI Authorities ? (Copy of Registration Certificate from ESI Authorities to be enclosed) (*) :

21.Have you submitted an undertaking mentioning that the land offered is suitable in all respects for handling of Iron and Steel Materials and that all necessary Statutory and Regulatory requirements for usage of land for commercial/ industrial use shall be fulfilled before commencement of operations ? :

(*)In case the same is not available, letter of undertaking to furnish the same before issue of Letter of Acceptance shall be submitted.

For _____
Signature _____
Full Name_____

Date: Seal/Rubber Stamp

## FORM OF AGREEMENT

This Agreement made this _____ day of _____ Two Thousand _____ between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having it's registered office at Main Administrative Building, Visakhapatnam-530031, AP, hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context include it's successors and assigns) of ONE PART and M/s. _____, an existing Company or a Company registered under the Companies Act 1956 having it's registered office at _____hereinafter
called the "Consignment Sales Agent (CSA)" (which expression shall unless excluded by or repugnant to the context, include it's successors or assigns) of the OTHER PART.

Whereas pursuant to the Company's advertisement inviting offer for handling, storage and selling of Iron and Steel materials _____the Consignment Sales Agent vide his letter no. _____dated._____offered to do the job. And whereas by it's letter no. _____dated._____the Company accepted the offer of the Consignment Sales Agent and whereas it is necessary and expedient to set out the terms and conditions of a appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Consignment Sales Agent covenants and agrees with the Company that the Consignment Sales Agent shall undertake the job of handling, storage and selling of Iron and Steel materials of the Company on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexures hereto and the Consignment Sales Agent agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexures or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning hereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.

2. The documents set out below and hereto annexed shall form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.
   Letter no……..Date……..from the Consignment Sales Agent
   Letter no……..Date……..from the Company
   Notice Inviting Tender
   Instructions to Tenderer
   Tender Form
   Declaration of Particulars
   Form of Agreement

Terms and conditions of Contract for handling, storage and selling of Iron and Steel materials.
Schedule of Rates

3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Consignment Sales Agent at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained in the annexures.

4. The contract shall be effective from _____and shall remain in force for a period of **7** (Seven) years. However, the Company shall have the option to terminate the Contract at any time during the period of the Contract by giving one month written notice without assigning any reason. No compensation will be payable on this account. All implications on account of change in tax regime, duties, taxes and levies of any nature what so ever will be to CSA's account during the tenure of the Contract and no additional compensation on this account will be payable under any circumstances.

5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexures hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexures hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexures hereto.

6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.

7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.

8. In case of any conflict between the Terms and Conditions of Contract and any of the contract documents specified under Clause 2 hereof the Terms and Conditions of Contract will prevail. Mutually agreed deviations to the Terms and conditions as contained in the Letter of Intent shall prevail over the other contract documents.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signatures to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of the above mentioned Rashtriya Ispat Nigam Limited at _____

Witness:

Signed, Sealed and Delivered for and on behalf of M/s._____
_____

Witness:

**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**
**(A Govt of India Enterprise)**
**BRANCH SALES OFFICE-KOLKATA**
**1, A.J.C. Bose Road, 2nd floor, Kolkata 700 020.**
**E-mail: bsokolkata@rediffmail.com Tel No: 033-22821970 Fax No: 033-22827896**
**Web site: www.vizagsteel.com**

## Terms and Conditions of Contract for 'Handling, storage and selling of Iron and Steel materials'

1.1 In the Contract the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2 The "Company" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant with its Registered Office at Main Administrative Building, Visakhapatnam-530031. (AP) and includes it's representatives, successors and assigns.

1.3 The "Consignment Sales Agent / CSA" shall mean the person / persons / firm or Company whose tender has been accepted by the Company and includes the CSA's representatives, successors and permitted assignees.

1.4 The "Yard" shall mean the Stockyard / Warehouse of the CSA approved by the Company for storage of Company's materials.

1.5 The "Company's materials" / "materials" shall mean Iron and Steel materials despatched from Company's Plant at Visakhapatnam and/or imported material/materials from other stockyards / locations or other Iron and Steel material despatched to the CSA yard from time to time.

1.6 The "Branch Sales Office (BSO)" / "Branch Office" shall mean the office of the Company assigned to control the sale of materials from the said yard.

1.7 Sr BM of the Controlling Branch will be the Engineer-In Charge of the Contract. Decision of Engineer-In Charge will be final in all issues pertaining to operation of the Contract.

1.8 For the sales effected under this scheme, the Company shall be the Principal and the CSA shall be the Agent.

1.9 The CSA shall mention the following on all transaction papers / registers / documents or records related to the sale of Company's material through him.

"Consignment Sales Agent of RINL, VSP"

2.1 The CSA shall arrange at his own cost, the land (own / leased) of area 0.25 to 1.00 acre (one fourth acre to one acre) with infrastructure for handling of Iron and Steel materials as may be required for carrying out the operations to the Company's satisfaction. Office building shall be provided at the yard and suitable computer system along with printers should be provided to operate VSP's Marketing Package (soft ware) in the system. CSA is

also responsible for maintenance of hardware and software including VSP's Marketing package. The land offered for CSA shall be worthy of stacking Iron and Steel materials. The CSA is responsible for any loss or damage that accrues to the Company due to the stockyard conditions. The infrastructure facilities if not existing at the time of tendering, shall be developed within 4 (four) months from the date of Letter of Acceptance issued by Company. The supplies to the CSA shall commence at the discretion of the Company only after the infrastructural facilities are provided by the CSA and certified by the Engineer Incharge after inspection of the yard.

2.2 The CSA shall also provide handling / transportation equipment (own / hired) including but not limited to mobile cranes capable of handling heavy consignments of Iron and Steel materials, requisite number of trucks / trailors and requisite labour.

2.3 The supplies to the CSA shall commence at the discretion of the Company only after the CSA submits copy of PF registration and ESI code number (if applicable in the state). Copy of Application or Acknowledgement for the application of PF Registration from PF Authorities is not acceptable. Exemption will not be given from submission of PF Registration Certificate on any grounds as VSP is a covered Establishment under EPF and MP Act, 1952.

3.1 The CSA shall deposit a sum of Rs. 5, 00,000/-(Rupees Five lakhs only) in the form of Bank Guarantee as Security Deposit for due fulfilment of the contract.

3.2 The CSA shall also submit a Bank Guarantee of Rs. 30,00,000/- (Rupees thirty lakhs only) as security against the material despatched to him. However, the Company may require the CSA to increase the value of Bank Guarantee without any extra implication to the Company during operation of the contract depending on the sales. The despatches to the CSA from Plant or Branches shall be regulated in such a manner that the total value including sales tax liability of the material with the CSA and that in the transit and the outstanding from him on account of sales proceeds does not exceed the value of this BG furnished by him. Wherever the Branch gives clearance for delivery of material on credit terms, the outstanding from customer need not be covered by the BG of CSA. The value of such material delivered on credit terms need be covered by the BG of CSA until proof of delivery to the customer is submitted by the CSA.

3.3 These Bank Guarantees shall be submitted in the format at Annexure-I issued by a Scheduled Bank (excluding Co-operative Banks) within 15 (fifteen) days from the date of acceptance of offer by the Company. The Bank Guarantees shall be submitted initially valid for a period of one year beyond the date of the expiry of the contract. The CSA shall renew the BG whenever required atleast 1 month ahead of the date of expiry. Material shall be despatched only after submission of both the Bank Guarantees by CSA. The amounts deposited for due fulfilment of contract or for security against the material shall not carry any interest.

4.1 The Company may at it's sole discretion ask the CSA to service certain orders entered into directly by VSP. In such cases, the remuneration payable shall be paid under a separate item provided in the Schedule of Rates for such services.

4.2 The Company may at its sole discretion ask the CSA to lift the materials directly from the Stockyard of controlling Branch (BSO-Kolkata) and transport the materials to CSA-

Stockyard. In such cases, the remuneration payable shall be paid under a separate item provided in the Schedule of Rates for such services. The total value of these materials will be covered under the BG submitted by CSA. The transit time allowed for these consignments will be as per the normal time of **12 (twelve) days for trailors & 10 (ten) days for truck** specified by Sr BM and the materials received beyond this time shall be reckoned under 30 days sale mentioned at clause 6.2 given hereunder.

4.3 The CSA at his own option may provide one or more Decoiling/ straightening and cutting machines (either own or hired) along with requisite infrastructure facilities to perform the operation of Decoiling, straightening and cutting of Plain Wire Rods / Rebars in coils into straight length of 9-12 meters, bending and bundling the same wherever required. In such cases, the remuneration shall be paid at a rate fixed by Company under a separate item provided in the Schedule of Rates for such services.

4.4 The CSA shall indent for his monthly requirements of materials for sale, 30 days in advance. Based on the indent of the CSA, the goods shall be despatched through rail or road by the Company at the Company's cost from it's Steel Plant at Visakhapatnam, Andhra Pradesh or from it's Branches to the CSA's yard with the CSA as the Consignee. In no case the CSA shall be a customer for sales from CSA yard. The CSA shall submit F-Forms for all the materials received by him in the CSA yard.

5.1 The CSA shall assume full responsibility for the clearance of the consignment as soon as intimation is given to him about the despatch of materials from the Plant / other Stockyards. The CSA shall be responsible for clearance of the material from the siding to the yard within free time allowed by Railways. However, if any demurrage / wharfage is charged by the Railways the same shall be to the account of CSA.

5.2 The CSA shall be responsible for all losses / damages / deterioration caused to the materials when the materials are in the custody of the CSA, including losses, if any, caused during transportation, handling and storage by the CSA. The materials shall be deemed to be in the CSA's custody as soon as the material is despatched from Plant in case of rail despatches, and as soon as the material is received at the stockyard in case of road despatches. The materials shall also be deemed to be in the CSA's custody as soon as clearance is given to lift the materials directly from the stockyard of controlling Branch. For damages / deterioration recovery shall be made at rates to be decided by the Company and the same shall be binding on the CSA.

5.3 The CSA shall be solely responsible for security of Company's materials stored in the yard. The CSA shall store the Company's materials, only at the yard approved by the Company and not anywhere else without prior written permission of the Company. Also, in the said premises, the CSA shall store only the Company's materials and not the CSA's own materials or any other materials.

5.4 There is no privision to allow any shortages or generation of chips and dust for the sales affected from the CSA yard. The CSA shall be responsible for accounting the total quantity despatched to him by the Company by Rail. For Rail despatches, he shall be responsible for lodging and settlement of claim on Railways. For materials despatched by Road, the CSA shall be responsible for the weight of material received and acknowledged by him on the Lorry Receipt (LR) without any further allowance for shortages. The Company shall recover from the transporter for shortages in transit as per the terms of the Contract with

the transporter based on such acknowledgement of CSA on the LR. In case the transportation job is given to the CSA, then any shortage of the materials in transit will be recovered from CSA.

5.5 Physical verification of stocks shall be carried out by the Company in connection with closing of accounts of the Company or at such intervals as the Company may decide, for each item of material, product wise, size wise and grade wise. The value of shortages arrived at on the basis of such stock verification shall be charged to the CSA at 110% of CSA yard prices for the item prevailing on the date of ascertaining the shortages. The CSA shall not be entitled to any credit on account of excesses, if any, found in any other product / size / grade of material in physical verification.

5.6 The CSA shall maintain and furnish all information required by the Company from time to time and also furnish weekly / fortnightly / monthly reports as prescribed by the Company giving details of opening balances, quantities received, quantities delivered, shortages / excesses on stock verification, closing balances and wagons / trucks in transit as per proforma / registers prescribed by the Company for the purpose. The representatives of the Company shall have free access to inspect all such records at any time.

5.7 The ownership of the material consigned to the CSA and received in his yard shall always remain with the Company and the CSA shall only hold the same in trust for the Company and shall exhibit on the premises, in a prominent manner, a board indicating that the ownership of the materials / goods stored therein rests with the Company and he is an Agent.

5.8 The CSA shall not hypothecate and/or pledge and/or encumber in any manner whatsoever the materials despatched to him either in full or part to any bank, financial institution or association or Company or firm or person as security or otherwise or deal with the same in any manner except to deliver the same on behalf of the Company as provided for hereinafter.

5.9 If the CSA is found to have indulged in unauthorised removal or sale or misappropriation or conversion of the Company’s materials, the Company may terminate the agreement summarily and recover losses suffered by the Company on this account by encashing the Bank Guarantee etc. The Company’s assessment of such losses shall be final and in such event the CSA shall not be entitled to any compensation. The termination of the Contract shall be without prejudice to the Company’s right against the CSA under the contract or under law.

6.1 The CSA shall sell and deliver the goods to the Customers at prices to be fixed by the Company and intimated to him from time to time in writing. For this purpose, the Branch Manager of the Controlling Branch shall communicate to the CSA in writing, the prices at which the material is required to be sold and delivered by the CSA. The prices intimated by the Branch manager shall be the prices applicable for the date of delivery. The CSA shall make good the loss to the Company in case the CSA sells and delivers the goods or binds the Company to honour the contracts by way of issue of Offer Letters, Delivery Orders etc., at a price less than the price fixed by the Company failing which the Company shall recover such short value of sales, by encashing the Bank Guarantee.

6.2 The CSA shall ensure the sale and delivery of material indented for sale by him within 30 days from the date of receipt of material at CSA yard, failing which interest would be levied from the 31st day on the value of the material as on 30th day, till the day of sale/date of receipt of material at designated stockyard in case of return of material. CSA is accountable for the value as on 31st day or prevailing price at the time of sale which ever is high. The applicable interest rate would be the secured interest – normal of VSP prevailing as on 31st day. The CSA has to pay the interest on monthly basis from 31st day failing which, this amount would be deducted from the handling bill/bills of CSA. In case of non payment of interest by the CSA then the BG (including the performance BG) would be encashed to that extent of dues by the concerned Branch. At any time after the expiry of 30 days period, the CSA is permitted to transport the material from CSA yard to the Stockyard with in the Region as advised by Controlling Branch at his own cost. However, the interest from the 31st day to the date of receipt of the material at designated stockyard shall be payable by CSA. Shortages if any will be on CSA's account. Weighment at receipt yard will be considered as final and the identity with reference to incoming material will be certified by the concerned Stock Yard I/c. All the Statutory obligations shall be taken care while transferring the material to designated Stock Yard by CSA under the supervision of controlling branch.

In case of regular failure to sell the materials within 30 days time, the CSA will be put in the list of defaulters leading to stoppage of further despatch of materials and termination of the contract.

This clause shall not be applicable for the material received in the CSA yard for servicing the orders booked by the Company

6.3 The CSA shall issue Offer Letters to the Customers indicating the prices intimated by BM and the 100% payment to be made. In case the CSA is required to sell material on credit to Public Sector Undertakings / Government Departments, the CSA shall obtain written approval of the BM for prices and credit terms and indicate the same in the Offer Letters. After receiving payment in accordance with the Offer Letter from the Customer in the form of Demand Draft / Pay Order payable to the Company (Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant), the CSA shall issue Delivery Order and arrange for delivery of material along with Delivery Challan-cum-Invoice. CSA shall ensure the genuiness of the Customer and Instruments submitted by the Customers before delivery of the material. For material sold by the CSA or by the Company through the CSA on credit terms, the CSA shall remain responsible for collection of balance payments in accordance with the credit terms.

6.4 The CSA shall prepare the Sales Invoices in the proforma at Annexure-II in four copies, i.e. Original to Customer, second copy to transporter, third copy to CSA and fourth copy to Controlling Branch ,having consecutive serial numbers running from one onwards printed on them, for each year, specifying the name and address of the Company at the top and CSA's name, address and his State VAT/GST Registration number and CST Registration number and issue to the Customers under the signature of the CSA or his authorised representative or salesman. Such Invoices should also meet the requirements of Central Excise Rules and State VAT/Sales Tax laws applicable for such sales. The CSA shall indemnify the Company against any levy/penalty imposed by the Sales Tax Authorities due to irregular documentation or any other deviations.

6.5 The DDs shall be deposited by the CSA in the Company's collection account on the same day / next day. Otherwise interest at 20% shall be charged for the delayed period.

6.6 Quality complaints, if any, shall be settled by the Company for unprocessed material. However such complaints should be lodged within 10 days from the date of sale made by the CSA.

6.7 All contracts with the Customers for supply of materials shall be signed by the Company.

6.8 The materials meant for orders booked by RINL/VSP should not be delivered to any other customers. A penalty of Rs 500/- PMT would be charged extra for such sale.

7.1 The CSA shall be paid his handling charges on monthly basis for the quantity he sold during the month as per Schedule of Rates. In case of material sold on credit (either by the CSA or by the Company through CSA), the handling charges shall be paid to the CSA after collection of 100% payment for the material. The bills should be submitted along with all weighment slips of the material both at the time of receipt of the material in CSA Yard and delivery to customer and copy of register maintained for Incoming and Out going vehicles at the Yard.

7.2 The rates in the Schedule of Rates shall be subject to price variation as per the formulae given below.

i) For Pig Iron under Items No. 1 to 4 & 7:
P1 = PO (0.60 + 0.40 L1/LO)

ii) For Steel under Items No. 1 to 4 & 7:
P1 = PO (0.60 + 0.10 L1/LO + 0.30 F1/FO)

iii) For Cutting under Item No.5:
P1 = PO (0.25 + 0.20 L1/LO + 0.40 F1/FO + 0.15 W1/WO)

iv) For Bending under Item No.6 and Decoiling/Straightening &cutting under item no 9(for steel items):
P1 = PO (0.25 + 0.60 L1/LO + 0.15 W1/WO)

v) For Pig Iron and Steel under item no 8
P1 = P0 ( 0.70 + 0.30 FI/F0 )

Where,

P1 = Revised rate
PO = Rate as per original schedule of rates
LO =Minimum wages as per Minimum Wages Act applicable to the State in which the work is done payable to unskilled workmen employed in handling of Iron and Steel products as on the base date.
L1 = Minimum wages as per Minimum Wages Act applicable to the State in which the work is done payable to unskilled workmen employed in handling of Iron and Steel products on 1st April/1st October every year as the case may be.
FO = Retail selling price of diesel at the nearest diesel filling station of the stockyard run by an agent authorised by the Indian Oil Corporation as on the base date
F1 = Retail selling price of diesel at the nearest diesel filling station run by an agent authorised by the Indian Oil Corporation on 1st April/1st October every year as the case may be.

WO = Average wholesale price Index of all the commodities published by RBI for the month in which the base date falls.

W1 = Average wholesale price Index of all the commodities published by RBI for month April / October every year as the case may be.

Base date shall be the last date for submission of Price Bid / Revised Price Bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer). The rates shall be revised on the 1st April and 1st October of every year based on indices prevailing on those dates. Revised rates shall come into effect from 1st April / 1st October for the work done on and from these dates. Adjustment in rates shall involve both upward and downward revision depending on the fluctuation in the indices.

Adjustment in rates would be made with reference to indices on base date and not with reference to indices on the date of the previous revision, if any.

7.3 The Company shall reimburse to the CSA, if paid by him, all local taxes like octroi, if any, levied by appropriate authorities on the Company's materials, by reason of their entry into the area covered by this agreement. The CSA shall however be responsible to claim from the concerned authorities any refund / rebate on such taxes / levies as may be allowable under the applicable Act / Rules on behalf of the Company and intimate the Company and pass on the money so recovered to the Company. Should the CSA fail to claim such refunds / rebates as admissible, the amounts lost by the Company due to the CSA's failure, shall be recoverable from the CSA. Toll charges etc., if any, for moving the materials, from the railway point to the storage place, will be borne by the CSA and will not be reimbursed by the Company.

7.4 The CSA shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the CSA in connection with discharge of his obligations under this contract, except Service Tax. Service Tax paid by the Consignment Sales Agent shall be reimbursed only on submission of invoice detailing the amount of service tax payable on the services rendered and the invoice contains the details of:

(i) The name, address and Registration number of Service provider and Service Tax Range.
(ii) The name, address and the person receiving taxable service (RINL).
(iii) Description, classification and value of taxable service provided or to be provided and
(iv) Service Tax and Education cess payable thereon.

The company shall recover the service tax reimbursed in case CENVAT credit is disallowed due to any reason attributable to the consignment Sales Agent. The consignment Sales Agent shall also indemnify the company against any other liability such as interest and penalty that may arise on this account.

**7.5** Income Tax or any other taxes or duties which the Company may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the CSA and the Company shall provide the CSA with required Tax Deduction Certificate.

7.6 In case any amount becomes due for refund to the Customer/(s) on account of the DC quantity being less than DO quantity , then the CSA will refund the balance amount by way of Account payee Cheque, DO wise, within 7 days of issue of DO to the customers. The CSA will claim the same from the Controlling Branch by producing copy of the A/c payee Cheque evidencing refund to the Customer along with the acknowledgement by the customer for the same. In case of other refunds which becomes due to the Customers on account of any other reasons viz change in monthly prices, incentives etc, the same will be refunded directly by the Company to the Customers.

8.1 The Contract shall be effective for a period of 7(Seven) years from the date of issue of letter of Acceptance**.** However, the Company shall have the option to terminate the Contract at any time during the period of the Contract by giving one month written notice without assigning any reason. No compensation shall be payable on this account. All implications on account of change in tax regime, duties, taxes and levies of any nature what so ever will be to CSA's account during the tenure of the Contract and no additional compensation on this account will be payable under any circumstances.

8.2 In the event of the CSA's failure to discharge his duties stipulated in the contract to the satisfaction of the Company and /or unsatisfactory performance of the CSA as per clause no 8.3 mentioned thereof or any other valid reasons, the Company may terminate the contract summarily and without notice. The decision of the Company in this regard shall be final and binding on the parties.

8.3 The performance of CSA will be reviewed by the Engineer In-charge on completion of 1 year from the date of despatch of 1$^{st}$ consignment and every one year there after. The criterion for evaluating performance shall be as follows:

(i) Lifting of minimum 30% of indicative quantity (of delivery) in 1st year of operation, minimum 50% in 2nd year and minimum 75% from 3rd year onwards.
(ii) Complaints received from Customers.
(iii)Instances of Cheque bouncing cases towards refunds made to the customers by CSA
(iv)Instances of Sale of materials at places other than CSA location.

8.4 In the event of the contract being terminated in exercise of the rights reserved under the above clause, the CSA shall not be entitled to claim any damages / compensation from the Company on account thereof.

8.5 The Company shall not pay any compensation to the CSA for any expenses whatsoever incurred by the CSA either by way of rent or otherwise on any premises utilised by the CSA for operation of this contract. This shall also apply even in the event of the contract being terminated for any reason before the end of the period of contract or before the end of the CSA's arrangement of lease / other terms for those premises.

8.6 In case of any liability on account of non compliance of any of the statutory/regulatory provisions pertaining to land, taxes& duties, the CSA will be solely responsible for the same

9.1 In case of any dispute or claim arising from either side in respect of the provision of the agreement or otherwise, the CSA shall not at any time refuse permission to the Company or its authorised officers entry into the yard and/or in affecting / arranging disposal of the

materials or take possession of the material in the yard as the Company may deem fit. The CSA or any one claiming through or under him shall not set up any claim or title on or in respect of the materials consigned to and received in the yard, adverse to the Company, during the subsistence of the agreement and/or on expiry or termination of the agreement and so long as the materials are not fully delivered to the Company, shall not allow or suffer the said materials to be attached or sold in any court proceedings or any receiver or special officer to be appointed in respect of them.

9.2 If at any time during the subsistence of the contract, the Company is of the view that in the best interest of its business, it is necessary to take possession of the materials from the CSA's custody, the Company may forthwith, on giving written notice to the CSA, recover possession of the materials by physically removing the materials to such places as the Company may decide in this behalf. The CSA however, shall be entitled to claim his remuneration / charges due to him under the provisions of the contract upto the point of final removal of the materials from his premises. The CSA shall extend all cooperation as may be required by the Company in exercise of its right to secure its material.

9.3 The Company may also, if necessary and if the exigencies of the situation so warrant make its own security arrangements over the material in addition to the arrangements of the CSA. This shall not however absolve or relieve the CSA from his duties and responsibilities under the contract for safety and protection of the materials under his custody.

9.4 Notwithstanding the expiry / termination, the liabilities and obligations of both the Company and the CSA as set out herein shall continue to be in force until all the materials supplied / despatched by the Company to the CSA upto the date of such expiry / termination are delivered by the CSA or accounted to the Company. After termination / expiry of the contract, the materials, if any, lying with the CSA's yard shall be lifted by the Company within 2 months from the date of termination / expiry of the Contract and the CSA shall be responsible to arrange delivery of the materials as directed by the Company for which the CSA shall be entitled to remuneration as is due to him under the provisions of the contract.

10.1 The Company reserves the right to forfeit any part or full of the Security Deposit and/or to deduct from any moneys due to the CSA for any breach or violation of any of the terms and conditions of the contract or for any losses suffered by the Company due to acts or omissions on the part of the CSA.

10.2 Both the Bank Guarantees submitted towards Security Deposits shall be released after the expiry / termination of the Contract and satisfactory performance of the work and the obligations by the CSA under the terms and conditions of the Contract. The Bank Guarantee submitted as Security Deposit for due performance of the contract, as per Clause No. 3.1 shall be released after Sales Tax assessments of the CSA are also completed. The decision of the Company regarding satisfactory completion of the work is final and binding on the parties. Before release of the Bank Guarantees the CSA shall submit a No-Claim Certificate in the format at Annexure-III to the effect that no claim by him is pending for consideration by the Company.

10.3 In the event of the Bank Guarantees submitted towards Security Deposits being inadequate or wholly forfeited the balance of the total sum recoverable shall be deducted from any sum due to the CSA under this or any other Contract with the Company. Should such sum also

be not sufficient to cover the full amount recoverable the CSA shall on demand pay the balance due to the Company.

10.4 The decision of the Company as to the amount of the loss / damage suffered by the Company in such cases shall be final and binding on the CSA. The recoveries set out above shall be without prejudice to the rights of the Company under the agreement and under law. Wherever the Bank Guarantees fall short of the specified amount from time to time the CSA shall enhance the value of the BG within 15 days so that the total amount of security for due fulfilment of contract and security of material shall not at any time be less than the specified amount.

11.1 All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

11.2 Work under the contract shall be continued by the CSA during the arbitration proceedings unless otherwise directed in writing by the Company or unless the matter is such that the work cannot possibly be continued unless the decision of the arbitrator is obtained and save as those which are otherwise expressly provided in the contract, no payment due or payable by the Company shall be with-held on account of such arbitration proceedings unless it is a subject matter or one of the subject matters thereof.

11.3 The venue of the arbitration shall be Visakhapatnam.

11.4 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the company's right to file and prosecute under the applicable law for any and/ or all sums that the Company claims to be due and owing to the Company under this Contract.

12.1 The CSA shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the Company. The CSA shall also not sublet in whole or in part the work unless 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 CSA from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub-contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the CSA and in that event all rights and remedies secured / provided for under this contract shall be available against the CSA.

12.2 The Company reserves the right to appoint any other CSAs at the risk and cost of the CSA for services referred to in this Contract to meet any emergency if the Company is satisfied that the CSA is not in a position to render specific service within the period in which services are required after intimating the CSA through a letter. The Company's decisions in this regard shall be final and binding on the CSA.

12.3 The mere mention of any item of work in this Contract does not by itself confer the right on the CSA to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him at all times.

12.4 The Company reserves the right to award one or more contracts during the pendency of this contract, as it may deem necessary.

12.5 The CSA shall on no account demand or accept any payment for himself whatsoever on behalf of the Company from any of the Company's customers.

13.1 The CSA shall procure the necessary permits and licenses, give all necessary notices, furnish all necessary returns, pay all fees required by law in connection with the operations of the said Yard. All such payments will be to the CSA's account.

13.2 The CSA shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes like Shops and Establishment Act, Payment of Wages Act'1996, Workmen's compensation Act, Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Act (1952),ESI Act (if applicable) etc., or any other enactment passed by Parliament or State Legislature and any rules made thereunder by the appropriate Government in respect of the said stockyard operations or in any way affecting the labourers employed by the CSA and shall indemnify and keep the company indemnified against any liability that may be imposed upon the Company by law or by Government for non-observances by the CSA of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the CSA's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty fine, levy, demands or composition fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the CSA / his representative.

13.3 The CSA shall strictly adhere to the statutory obligations and register with various authorities viz. Sales Tax Authority, Central Excise Authority, Service Tax Authority etc. The CSA shall maintain the requisite registers / records as required by such authorities.

13.4 The CSA shall be responsible for the Sales Tax assessment and Central Excise, Sales Tax returns and assessments at his cost. Any liability on account of non-compliance with these statutes shall be to the account of CSA. He shall submit a copy of Sales Tax Return to the Controlling Branch who in turn shall arrange the DD for Sales Tax in favour of Sales Tax Authorities. If the CSA is situated in the same state where the controlling Branch is situated and if single registration is required to be done for all places of business within the state, the CSA should approach the controlling Branch to ensure the inclusion of the Consignment Sales Agency in the registration. The CSA shall regularly furnish sales register and other details in time to enable the controlling Branch to incorporate the turnover of the CSA in the returns.

13.5 An affidavit shall be submitted by the CSA for each year in duplicate in the prescribed format and the original shall be filed before the assessing authority of the Company at the time of it's assessment as proof of consignment sales by the CSA at designated prices.

**Annexure-I**

**(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**
**GUARANTEE BOND**
**(FROM A SCHEDULED BANK)**

Name & Address of the Bank :

Bank Guarantee No. & Date :

Date of expiry :

Claim period upto :

Limit of liability :

Ref : VSP's Order No…….
For Storage, handling and selling of Iron and Steel Material of VSP at Imphal (Manipur).

Subject : Security Deposit

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Branch sales office- Kolkata
1, AJC Bose Road,2nd Floor, Kolkata-300001.

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its Registered Office at Main Administrative Building, Visakhapatnam-530031 (AP) and also having one of its Branch Sales Offices at Kolkata (hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs…..…../-(Rupees.....…) under the terms and conditions of the agreement dated…….....(hereinafter called 'the said Agreement') made between the Company and M/s_____ (hereinafter called 'the Consignment Sales Agent') for Handling, storage & selling of the iron and steel materials covered under the said agreement as a guarantee for the security of materials despatched to the said Consignment Sales Agent in terms of the said agreement as also for the due fulfilment of all the terms and conditions contained in the said agreement on furnishing of a Bank Guarantee for Rs. ….....…/- (Rupees…..……..only), we…….....…….(Name of the Bank) (hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs……../-(Rupees. …..……only) against any loss or damage or costs caused to or suffered by or that may be caused or suffered by you by reason of any breach or breaches on the part of the Consignment Sales Agent of any of the terms and conditions contained in the said agreement and in the event the Consignment Sales Agent shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs……../- (Rupees……..only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default/defaults on the part of the Consignment Sales Agent.

2. Notwithstanding anything to the contrary, your decision as to whether the Consignment Sales Agent has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.

3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs……./-(Rupees……..only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.

4. This Guarantee shall continue and hold good until it is released by you on the application by the Consignment Sales Agent after the Consignment Sales Agent had discharged all his obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time-being granted by you to the Consignment Sales Agent under the said contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.

5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Consignment Sales Agent or to postpone for any time or from time to time any of your rights or powers against Consignment Sales Agent and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Consignment Sales Agent or any other forbearance, act or omission on your part or any indulgence by you to the Consignment Sales Agent or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs……../-(Rupees……only) as aforesaid or extend the period of Guarantee beyond the said day of ……20….unless expressly agreed to by us in writing.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Consignment Sales Agent or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency, reconstruction or death as the case may be of the Consignment Sales Agent.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Consignment Sales Agent hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Consignment Sales Agent from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.

9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. This guarantee shall not be affected by any change in the constitution of the Consignment Sales Agent or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed company or concern.

11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.

12. It shall not be necessary for you to proceed against the Consignment Sales Agent before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Consignment Sales Agent at any time or when proceedings are taken against us hereunder be outstanding or realised.

13. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch --- (mention the name and address of the Branch ) at ----------(VSP's controlling Branch city) and they shall honour such demand in any case not later than next working day.

Yours faithfully,

NAME AND ADDRESS OF REGISTERED PERSON ISSUING THE INVOICE

ORIGINAL FOR CUSTOMER

M/S……..INCOME TAX REGD.NO./PAN/GIR NO. NAME AND ADDRESS OF THE REGD.OFFICE :
(CONSIGNMENT SALES AGENT OF TIN REGN.NO.
RASHTRIYA ISPAT NIGAM LIMITED) RASHTRIYA ISPAT NIGAM LTD.
FULL ADDRESS : VISAKHAPATNAM STEEL PLANT
TELEPHONE: C.E.REGN NO.: ADMINISTRATIVE BLDG.
STOCK YARD RANGE ADDRESS : VISAKHAPATNAM -530 031 (A.P) INDIA
FULL ADDRESS : DIVISION ADDRESS : TIN REGN NO
TELEPHONE : CST REGN NO

PRE AUTHENTICATED BY :

DELIVERY CHALLAN-CUM-INVOICE

CUSTOMER DETAILS : CE RANGE: : DC CUM INVOICE NO & DATE:
CUSTOMER CODE : : DIVISION : : TIME OF ISSUE :
: COMMISSIONERATE : : OL NO & DATE :
CUSTOMER NAME M/s : : DO NO. & DATE :
& ADDRESS : : MR NO & DATE & AMOUNT :
: CST NO : : CUSTOMER PO NO & DATE :
TELEPHONE NO.: : TIN/TOT REGN NO : TC NO. & DATE :
: IT PAN/GIR NO: : NAME OF TRANSPORTATION/WAGON NO/TRUCK NO.:
EXCISE CONTROL CODE: : DATE & TIME OF REMOVAL OF GOODS :

NAME & ADDRESS OF CONSIGNEE: : CE RANGE : : CST NO :
(IF HE IS NOT BUYER) : DIVISION : : TIN/TOT REGN NO :
: COMMISSIONARATE : IT PAN/GIR NO :
EXCISE CONTROL CODE: : REGN NUMBER : :

ED RATE : PRODUCT CODE PRODUCT DESC QTY. RATE DISC. VALUE (RS.)
AMOUNT OF DUTY PER UNIT :
AMOUNT OF DUTY (IN FIGURES) :
AMOUNT OF DUTY (IN WORDS) :
AMOUNT OF EDN CESS :
AMOUNT OF SHE CESS :

TOTAL INVOICE VALUE (IN FUGURES) : CUTTING CHARGES
BENDING CHARGES
TOTAL INVOICE VALUE (IN WORDS) : OCTROI CHARGES
: OTHER CHARGES
: CST/APVAT RATE
: CST/ APVAT AMOUNT
: ----------
RS.

WEIGHMENT CARD : CUT QTY: : ENTRY AND PAGE NO. IN RG 23 D:
TARE WEIGHT : BEND QTY: : PLA DEBIT ENTRY NO. & DATE :
GROSS WEIGHT : _____
NET WEIGHT : CE TARIFF ITEM/SUB ITEM NO :
BAY/LOT NO : _____
NO OF PIECES : IDENTIFICATION MARKS & NO.

MANUFACTURE /SUPPLIER'S NAME & ADDRESS : DESCRIPTION OF MATERIAL QTY
: _____
: ASSESABLE VALUE OF MATERIAL, RS. RUPEES
: _____
: RATE OF DUTY PAID (RS. WORDS & FIGURES)
: AMOUNT OF DUTY PAID
: AMOUNT OF EDN CESS PAID :
: AMOUNT OF SHE CESS PAID :

INVOICE NO DATE OF ISSUE ED TARIFF CLASSIFICATION
TIME OF ISSUE

RECEIVED THE MATERIAL IN GOOD CONDITION AND UP TO SATISFACTION DELIVERED THE MATERIAL AS SPECIFIED ABOVE

AUTHORISED SIGNATURE OF CUSTOMER FOR M/S ……..
(CONSIGNMENT SALES AGENT FOR RINL/VSP)

Annexure-III

## PROFORMA FOR NO-CLAIM CERTIFICATE

To

The Sr Branch Manager (Marketing)
BSO-Kolkata
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited

Dear Sir

Sub: No Claim Certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No…….dated…….with you for Consignment Sales Agency at IMPHAL **(MANIPUR).** I/WE have no claims against your company.

| Bill No. | Date | Amount |
|---|---|---|

Date :

---

(Signature of the Consignment Sales Agent)

Place :

Name of the signatory:

Seal of the Company :

**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**
**(A Govt of India Enterprise)**
**BRANCH SALES OFFICE-KOLKATA**
**1, A.J.C. Bose Road, 2nd floor, Kolkata 700 020.**
**E-mail: bsokolkata@rediffmail.com Tel No: 033-22821970 Fax No: 033-22827896**
**Web site: www.vizagsteel.com**

Volume –II of the document is issued to/downloaded by:

Shri/Messers: _____

_____

_____

_____

Signature of Sr Branch Manager

---

(FOR OFFICE USE DURING OPENING OF PART-II)

| | | | |
|---|---|---|---|
| 1. | SI. No. of tender | : | ……out of ……tenders |
| 2. | Covering letter | : | Given / Not given |
| 3. | No. of pages | : | ……. |
| 4. | Rebate offered, if any | : | ……..(…….) |
| 5. | Rates written in Words or not | : | Written / Not written |
| 6. | Validity of tender | : | …….. |

Signature of Marketing Executive

Signature of Finance Executive

---

**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**
**(A Govt of India Enterprise)**
**BRANCH SALES OFFICE-KOLKATA**
**1, A.J.C. Bose Road, 2nd floor, Kolkata 700 020.**
**E-mail: bsokolkata@rediffmail.com Tel No: 033-22821970 Fax No: 033-22827896**
**Web site: www.vizagsteel.com**

## SCHEDULE OF RATES

(To be filled in and submitted in a separate sealed cover as per the Instructions to Tenders)

1. The Company (RINL/VSP) shall pay to the Consignment Sales Agent as per this schedule of rates for the operations described herein carried out on the specific written instructions of the Company covering all the points mentioned in the descriptions involving mechanical and manual as per Terms and Conditions of Contract and Instructions to Tenderers for Iron and Steel separately.

2. The rate indicated against each item will be for the complete work and will be deemed to include the cost of all materials, consumables, labour, tools, tackles, plant, cranes, machinery, trucks, trailers, equipments, complete required for due performance of the work as per instruction of the Company or its authorised representative.

3. Pig Iron is envisaged to be handled by manual labour whereas Steel items are to be handled by crane only.

4. The Company shall disallow amounts as it may deem fit from the rates in the Schedule of Rates for non performance of any operation and other operations covered as per terms and conditions of this tender.

**SCHEDULE OF RATES**
**FOR CONSIGNMENT SALES AGENCY OF VSP AT IMPHAL (MANIPUR).**

| S.NO | Description of Item | Unit | Rate of Remuneration (in figures and words) | |
|---|---|---|---|---|
| | | | PIG IRON | STEEL |
| 1. | Unloading of the material from wagons/trucks /trailors, loading, carrying/ transportation to the yard, weighment, unloading at stacking point and stacking with dunnage underneath in the yard in good countable order, section wise/ grade wise, marking and painting of Bay Nos, putting up lot-wise painted boards all as directed by the company including necessary documentation such as giving requisition and required reports and maintaining required records. Rates to be quoted should include charges for sorting, cost of paint and painting boards also. No separate charges shall be payable for these operations. | | | |
| | A) Public Railway Siding at …… | 1MT | | |
| | B) Trucks / Trailors received in the Yard by road | MT | | |

(Signature of Tender Issuing Authority) (Signature and seal of the tenderer)

| S.NO | Description of Item | Unit | Rate of Remuneration (in figures and words) | |
|---|---|---|---|---|
| | | | PIG IRON | STEEL |
| 2. | Storage of material in the yard, booking order, removal of material from stacks, loading into customers transport after taking tare weight and final weighment all as directed by the Company including necessary documentation such as giving required reports and maintaining required records, issuing offer letters, Delivery Orders and Invoices, receipt of payments from customers in the form of DDs/Pay Orders, depositing the same in the collection Account of the Company. | MT | | |
| 3. | Removing and restacking of materials without weighment for stock verification. | MT | | |
| 4. | Removing and restacking after weighment for stock verification. | MT | | |

(Signature of Tender Issuing Authority) (Signature and seal of the tenderer)

| S.NO | Description of Item | Unit | Rate of Remuneration (in figures and words) | |
|---|---|---|---|---|
| | | | PIG IRON | STEEL |
| 5. | Cutting charges (For Steel Only) | (MT) | | |
| 6. | Bending charges (applicable only for round / rebar / tor in straight length (steel items only) | (MT) | | |
| 7. | Rebate on the quantity for the orders booked by VSP (For receipt plus delivery) | (MT) | | |
| 8. | Transportation of materials from VSP's Stockyard located at Kolkata (Rashtriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, NH-6, Jangalpur, opp. Jalan Complex, Howrah-711302) to proposed CSA Stockyard at **IMPHAL (MANIPUR)** on per KM/Ton basis with transit time of **12 (twelve) days for trailor & 10 (ten) days for truck.** (Proposed CSA Stockyard address and Distance ---KMs are to be specified by tenderer. | (per KM/ MT) | | |
| 9. | Decoiling, straightening and cutting of Plain Wire Rods / Rebars in coils into straight length of 9-12 meters, bending and bundling the same wherever required | (1 MT) | NA (to be filled in by respective BSO) | Rs 935 /MT |

(item no 8&9 shall not be considered for evaluation of financial ranking)

Note: The rate mentioned against item no 9 has been fixed by the company. This rate will be operated in case the CSA at his own option provides one or more Decoiling/ straightening and cutting machines (either own or hired) to perform the operation of Decoiling, straightening and cutting of Plain Wire Rods / Rebars in coils into straight length of 9-12 meters, bending and bundling the same wherever required as mentioned at clause 4.3 of terms and conditions of the Contract.

(Signature of Tender Issuing Authority) (Signature and seal of the tenderer)

**ANNEXURE TO SCHEDULE OF RATES FOR CONSIGNMENT SALES AGENCY AT IMPHAL(MAINPUR).**

:

The tender will be evaluated on the basis of the following quantities for financial ranking only:

| Item No. in the Schedule of Rates | Indicative quantity per year for the Purpose of evaluation of Tender For financial ranking only |
|---|---|

| | PIG IRON | STEEL |
|---|---|---|
| 1.A) | NA | 1MT |
| 1.B) | NA | 1500 MT |
| 2. | NA | 1500 MT |
| 3) | NA | 100 MT |
| 4) | NA | 100 MT |
| 5) | NA | 200 MT |
| 6) | NA | 500 MT |
| 7) | NA | 500 MT |
| 8) | NA | 1MT |
| 9) | NA | 1MT |

KIND ATTENTION:

Please note that the above-mentioned quantities are purely indicative and will be considered (except for item no 8&9) for the purpose of evaluation of financial ranking of the tenders only. The Company will not be liable in case of any change in actual quantity from an indicative pattern as indicated above after award of the contract and also no claim on account of increase or decrease in the quantities handled shall ever be entertained by the Company.

# 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 Appointment of Consignment Sales Agent for handling, storage and selling of iron & steel materials of VSP at Imphal (Manipur) vide open Notice Ref No> VSP/MKTG/KOL/05 of 2016-17, DT. 08/07/2016**.** 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 an External Independent Monitor(s) (EIM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, 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 for, or the execution of a contract, demand, take a promise for or 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 IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

**(1)** The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

**(a)** The Bidder(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) 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(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of e 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(s)/Contractor(s) 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(s)/ Contractor(s) 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(s)/Contractor(s) 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(s)/Contractor(s), 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(s) 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 **Terms and Conditions** 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 inview 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 minimum period of six (6) months and 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 disqualification of the Bidder 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 disqualification of the Bidder, 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 transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti- corruption approach or with Government/any other Public Sector Enterprise in India 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) undertakes to demand from all his subcontractors a commitment in conformity with
this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

**(2)** The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

**(3)** The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section7–Criminal charges against violating Bidder(s) /Contractor(s) / subcontractor(s):**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor 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 CVO of RINL.

**Section 8 – External Independent Monitor(s)(EIM(s)):**

**(1)** The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International

(India). The EIM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,

**(2)** In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.

**(3)** The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.

**(4)** The Bidder(s)/Contractors(s) accepts that the EIM 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 EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

**(5)** The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.

**(6)** As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

**(7)** The EIM 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 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 EIM.

**(8)** EIM 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 IPC/ PC Act.

**(9)** Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.

**(10)** The word **'Monitor'** means External Independent 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 agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. VisakhaKolkatam, 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 agreement 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 agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement 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.

| | |
|---|---|
| _____ | _____ |
| **(For & On behalf of the Principal)** | **(For & On behalf of Bidder/ Contractor)** |
| **(Office Seal)** | **(Office Seal)** |

**Place ----------**
**Date ----------**

**Witness 1:**

**(Name & Address)**

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**Witness 2:**

**(Name & Address)**

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## 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 foreign supplier/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** *Bidders of Foreign nationality shall furnish the following details in their quotation/bid*:

**2.1.1** 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.

**2.1.2** The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

**2.1.3** 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.

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in RINL.

1. Sri Venugopal Nair, IPS & Ex CVO – SAIL (Retd).
2. Sri S. P. Rao, EX-MD, SAIL.

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**(For details please visit our web site www.vizagsteel.com)**

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