

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATAM STEEL PLANT
(A Govt. of India Enterprise)
Regional Office-South
Rashmi Towers, 4th Floor,
1, Valluvar Kottam High Road, Nungambakkam ,Chennai - 600 034
Tel (044) 28240564 / 0565 / 0557 / 0559, Fax (044) 28240556
E-mail : rosouth@vizagsteel.com
Visit us at www.vizagsteel.com

OPEN NOTICE REF. NO. RINL/RO(S)/2016-17/01 OF 2016-17, DT. 19/08/2016

Applications in the prescribed format are invited from experienced/established agencies for Empanelment as transporters for a period upto 30/06/2018 by RINL/VSP for Road transportation of steel materials **between / from the stockyards of Visakhapatnam Steel Plant at Chennai, Coimbatore, Bangalore & Kochi to various destinations and Visakhapatnam to various BHEL Sites through the Reverse Auction Process.**

Last date and time for submission of Application: The Application along with terms and conditions shall be available from the above address on all working days till **22/08/2016** against a Demand Draft of Rs. 500/- drawn in favour of Rashtriya Ispat Nigam Ltd on any scheduled commercial bank payable at Chennai. Thereafter the applications are also available at the same address till 28/02/2018 for empanelment based on the fulfillment of requirements as mentioned in the application form. Duly filled in applications are to be submitted in the Office of Regional Manager – South, Chennai on or before **22/08/2016** for empanelment for a period upto 30/06/2018 and on any working day on or after 22/08/2016 but before 28/02/2018 for empanelment of agencies who have not applied before 22/08/2016 but intend to be empanelled.

Contact person: Shri AP Sekar, AGM(Mktg) - RSM(South) 9840743347 (M)
Mrs Kalpagam Manager(Mktg) –RO(S) 9884026053 (M)

For all other details such as availability of applications, destinations etc, please visit our website at www.vizagsteel.com

Regional Manager (South)

RASHTRIYA ISPAT NIGAM LIMITED
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This document is issued to:

Shri/Messers: -----

after receiving **Rs.500/-** towards cost of application document

DD/B.Ch.No. _____ Dated _____

On

(Signature of the Application Issuing Authority)

This document is downloaded from www.vizagsteel.com by: Shri/Messers:

And the cost of application document is remitted with the application by

DD/B.Ch.No. _____ Dated _____ on

(Signature of the Applicant)

(Strikeout whichever is not applicable)

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ROAD TRANSPORTATION OF STEEL MATERIALS OF VSP

This document consists of:

- 1) Notice Inviting Applications for Empanelment
- 2) Instructions to Applicants
- 3) Application Form
- 4) Declaration of particulars
- 5) Terms and Conditions of Contract
- 6) Integrity Pact

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NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF TRANSPORTERS
REF. NO. RINL/RO(S)/16-17/01 OF 2016-17, DT. 19/08/2016

Applications in the prescribed Form are invited from experienced / established agencies for Empanelment as transporters for a period upto 30/06/2018 by RINL/VSP for Road Transportation of Steel materials between / from the stockyards of Visakhapatnam Steel Plant at **Chennai, Bangalore, Coimbatore & Kochi to various destinations and Visakhapatnam to various BHEL Sites** through the Reverse Auction Process.

1. Availability of Application: The applications along with terms & conditions are available for sale in the Regional Sales Office at the above address on all working days till 22/08/2016. Thereafter the applications are also available at the same address till 28/02/2018 for empanelment based on the fulfillment of requirements as mentioned in the application form.

The application along with terms & conditions is also available on VSP's website www.vizagsteel.com for downloading on all days till 22/08/2016. The application downloaded from website shall be equally legally valid for participation in the empanelment process on par with the applications purchased from the Company through manual process. In case, the application is downloaded from website, the Demand Draft for Rs.500/- towards the cost of application should be submitted along with the application.

2. Cost of Application: The cost of Application Rs. 500/-(Rupees Five Hundred only) should be paid by Account Payee Demand Draft drawn in favor of RASHTRIYA ISPAT NIGAM LIMITED on any Scheduled Commercial Bank payable at **Chennai**. No other mode of payment shall be accepted.

3. Last date for submission of Application: The last date for submission of application along with terms & conditions for the maximum period of empanelment upto 30/06/2018 will be **22/08/2016**. However, the eligible transporters can obtain and submit application at any time after 22/08/2016 but before 28/02/2018 as the empanelment process is continuous. The transporters who submit valid applications on or before 22/08/2016 will be considered for empanelment upto 30/06/2018 based on fulfilling the requirements as mentioned in the application form. The valid applications received after 22/08/2016 will also be considered for empanelment for the balance period only i.e., from the date of empanelment until 30/06/2018. However, the transporters who are having valid empanelment certificate will only be permitted to participate in the ensuing Reverse Auction process. The applications along with terms & conditions **duly filled in are to be submitted in the Regional sales office on or before 22/08/2016** for empanelment upto 30/06/2018, and on any working day on or after 22/08/2016 but before 28/02/2018 for empanelment of agencies who have not applied before 22/08/2016 but intend to be empanelled.

4. Empanelment period: The empanelment shall be for a period upto 30/06/2018. However, for the transporters who have submitted valid application along with terms & conditions after 22/08/2016, the empanelment period will be from the date of issue of empanelment certificate until 30/06/2018. The contracts for the destinations mentioned above will be finalized once in every 3 months starting from 20/08/2016 through the

process of reverse auction to be conducted in the preceding month **and in case of despatches to BHEL sites the auction will be conducted any time as per the requirements and the quoted price to be kept valid for 45 days beyond the last date of each Qtr (i.e upto 15th May, 15th Aug, 15th Nov and 15th Feb).**

5. The process of reverse auction for bidding etc. will be communicated to the empanelled transporters in due course to facilitate them to participate in the reverse auction.

6. Special conditions: The applications (signed with date and seal) should be accompanied by the following.

i) Notarized affidavit (Original) stating that the applicant is not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years.

ii) Security Deposit (SD): Security Deposit for a value of Rs 5 lakhs either in the form of A/c payee DD drawn in favour of Rashtriya Ispat Nigam Limited, payable at **Chennai** or in the form of BG (as per Annexure-A enclosed) valid up to 30/06/2019 issued by any Scheduled Commercial Bank where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed) . However the BG shall be dated on or after the date of publication of "application for empanelment".

iii) (a) Copy of recommendation from Indian Bank's Association (IBA) valid up to a minimum period of 4 months from the last date of submission of application.

(or)

(b) A certificate from practicing Chartered Accountant to the effect that the applicant has handled transport contracts with freight earnings of value not less than Rs.20 lakhs (Rupees Twenty lakhs only) in any one of the preceding five financial years (2010 - 2011 to 2014 – 2015) or in the current financial year (2015 - 2016) mentioning the details of major contracts.

Applications without either of these certificates shall not be considered.

iv) Copy of audited accounts for the preceding five financial years incase of annual turn over is more than 40 lakhs. Incase the annual turnover is less than 40 lakhs either of the following documents should be submitted

(a) Turn over certificate in the format , enclosed at Annexure-L to the Terms and Conditions of contract , duly issued by a practicing Chartered Accountant

(or)

(b) Copies of TDS certificates, comprising of the Gross Bill values, issued by the Deductor for the works done by the applicant.

7. The agencies empanelled by VSP for AIRTC 2015-2018 at Visakhapatnam and the empanelled transporters of any Region will automatically be deemed to have qualified for this empanelment subject to submitting a fresh Security Deposit for Rs.5.0 lakhs along with the application document and Terms and conditions of notice inviting application of that region to the respective Regional Manager provided their original empanelment for AIRTC in vogue or in any Region has not been revoked or lapsed. **However, in case of RINL/HQ empanelled transporters (AIRTC), they are allowed to participate in the reverse E Auction for BHEL Sites and the successful tenderer only will be required to submit the fresh Security deposit of Rs.5.0 Lakhs before issue of LOI. But the application document and accepted Terms and conditions of notice inviting application are to be submitted to Regional Manager(South) prior to participation in reverse E Auction (Validiy period of this facility will be communicated later).**

8. The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD.
9. Contact Person: Shri AP Sekar, AGM(Mktg) - RSM(South) 9840743347 (M)
Mrs Kalpagam Manager(Mktg) –RO(S) 9884026053 (M)
10. The qualified transporters should produce the originals of the documents/certificates for verification by VSP whenever called for. Failure to do so, the same would result in disqualification and forfeiture of Security Deposit.
11. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.
12. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non receipt of applications or applications by post.
13. Rashtriya Ispat Nigam Limited reserves the right to issue /refuse to issue application and to accept or reject any or all applications either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

Regional Manager

**RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT**

INSTRUCTIONS TO APPLICANTS

Following are Instructions to the applicants for Empanelment and for proposed reverse auction for Road Transportation of Steel materials **between / from the stockyard/s of Visakhapatnam Steel Plant at Chennai, Bangalore, Coimbatore and Kochi to various and Visakhapatnam to various BHEL Sites.**

1. The applicant should fill in the "Application Form" and "Declaration of Particulars" forming part of the documents to be submitted along with the application.
2. The applicant should duly sign on every page of the application documents including the Terms and Conditions of Contract as a token of acceptance of the same with the rubber seal of the Company/Firm, indicating the name and the status of the signatory.
3. The applicant may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the transportation is envisaged to be carried out and familiarize himself with the nature and magnitude of the services required from him including requirement of operational facilities. By submitting an application, it shall be deemed that the applicant is fully familiar with all the works connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices.
4. RINL/VSP shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, an estimated firm quantity to be transported against each item of auction along with the schedule of auction will be intimated in advance to all the empanelled transporters before bidding under each reverse auction. The estimated firm quantities given are purely indicative and projected only to enable the transporter in arriving at the value of the auction and the approximate facilities required to be provided by him. The Contractor shall have no claim against RINL / VSP, in case any of his equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
5. RINL reserves the right to add/delete destinations to the destinations already mentioned in the notice inviting applications along with terms & conditions for empanelment depending upon the requirement in future.
6. The applicant should have his own Branch Offices or Authorized Agents at the originating stations as well as at the Destinations to be quoted for and submit the list of existing Branch Offices and Authorized Agents. Wherever Branch Offices / Authorized Agents do not exist at the originating stations/ Destinations to be quoted for, the same should be opened / appointed within 7 days from the date of issue of work order after the auction.
7. The *application* should be accompanied by a Security Deposit for a value of Rs 5 lakhs either in the form of A/c payee DD drawn in favor of Rashtriya Ispat Nigam Limited, payable at Chennai or in the form of BG (as per Annexure-A enclosed) valid up to 30/06/2019 issued by any *Scheduled Commercial Bank* where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed) . *However the BG shall be dated on or after the date of publication of "application for empanelment"*.

8. The Security Deposit is to establish the earnestness of the *applicant* so that he does not withdraw, impair or modify the offer within validity of the *offer* and also for execution of the contracts awarded to him as per the terms and conditions of the contract. The *applications* without SD shall not be considered for empanelment.

Incase of non-confirmation of BG or non-realization of amount of DD, such applications will not be considered for empanelment.

9. The applicants should have either of the following:

(a) Recommendation from Indian Banks' Association (IBA) valid *upto a minimum period of 4 months from the last date of submission of application. A copy of recommendation shall be submitted.*

(or)

(b) Should have handled transport contracts with freight earnings of value not less than Rs.20 lakhs (Rupees Twenty lakhs only) in any one of the preceding five financial years (2011 - 2012 to 2015 – 2016). A certificate from practicing Chartered Accountant to the effect mentioning the details of major contracts is to be submitted.

Applications without either of these certificates shall not be considered.

10. The applicant shall submit Original notarized affidavit (in Rs. 100/- non-judicial stamp paper) to be sworn in by any of the Director/Managing Director in case of companies, Managing partner or any of the Partner in case of firms, Proprietor in case of proprietorship firm that they are not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years.

11. The *applicant* shall , along with the application furnish self attested (signed with date and seal) copies of all the relevant documents called for. These shall inter-alia include the following documents.

i) *Application* document issued by VSP/Down loaded from VSP's Website, duly filled & signed on all pages by the *applicant*, including the terms and conditions of contract in token of acceptance thereof.

ii) IBA Certificate or certificate (original) from practicing Chartered Accountant as mentioned at para -9 above.

iii) Security deposit for a value of Rs. 5 lakhs as mentioned at para-7 above.

iv) A notarized affidavit (Original) as mentioned at para-10 above.

v) Copy of audited accounts for the preceding five financial years in case of annual turnover is more than 40 lakhs. In case annual turn over is less than 40 lakhs either of the following documents should be submitted.

(a) Turn over certificate in the format, enclosed at Annexure- L to the Terms and Conditions of Contract, duly issued by a practicing Chartered Accountant.

(or)

(b) Copies of TDS certificates, comprising of the Gross Bill values, issued by the deductor for the works done by the applicant.

12. The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD. Further, they will be informed about the modalities of reverse auction process and registration for participation in the reverse auction process etc.
13. Applications incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The applicant should be in a position to produce originals of all the above documents whenever called for. Failure to produce the originals in support of the attested copies of the above documents submitted earlier should result in disqualification and forfeiture of SD.
14. If it comes to the notice of VSP at any stage right from request for enlistment / application document that any of the certificates/documents submitted by applicants for enlistment are found to be false/fake/doctored, the applicant shall be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. Security Deposit etc, if any, shall 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 shall also be terminated with attendant fallouts like forfeiture of Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management shall be final and binding.
- 15.1 The application shall be submitted in a sealed envelope, which shall contain the following:
- a) Covering letter.
 - b) Application issued by VSP/down loaded from Web Site duly filled in & signed on all pages including declaration of particulars, Terms and Conditions of Contract in token of acceptance
 - c) Cost of the application (Rs. 500/-) in case it is down loaded from VSP's website
 - d) SD for a value of Rs 5.00 lakhs
 - e) All other documents & information as mentioned at para 11 above.

This envelope shall be super scribed as "Application along with terms & conditions against notice no RINL/RO(S)/16-17/01 of 2016-17 dt 19/08/2016 for invitation for Empanelment of transporters".

- 15.2 The applicant should not alter the Terms and Conditions of Contract and other documents issued along with the application by RINL/VSP or down loaded from Web Site. If he wishes to stipulate any deviations/counter conditions to the Terms and Conditions of Contract etc., the same should be given in the covering letter only. RINL/VSP reserves the right to accept / reject the deviations/counter conditions. Further, if the applicant fails to withdraw the deviations/counter conditions, on being requested to do so, RINL/VSP shall have the right to reject the application.
16. The applicant's offer for empanelment of transporters submitted as above should be kept valid up to 30/06/2018. The same shall be mentioned in the covering letter.
17. VSP is planning to go for 3 months transportation contract for each item detailed at Annexure I & J **(in case of despatches to BHEL sites the auction will be conducted any time as per the requirements and the quoted price to be kept valid for 45 days beyond the last date of each Qtr (i.e upto 15th May, 15th Aug, 15th Nov and 15th Feb)) through reverse auction process.** Every time the firm indicative quantities against each item and the start of reverse auction date and time will be informed to all the empanelled transporters in advance. No separate EMD

will be collected for participating in the reverse auction. The Security deposit submitted with the application will be considered as a security deposit for the transportation contracts awarded under reverse auction.

18. The prices offered in each reverse auction process shall be valid for the entire contract period of 3 months and **in case of despatches to BHEL sites the auction will be conducted any time as per the requirements and the quoted price to be kept valid for 45 days beyond the last date of each Qtr (i.e upto 15th May, 15th Aug, 15th Nov and 15th Feb)**
19. The transporter can quote for any number of items in the reverse auction process. There will be only one transporter to each item. However there is no restriction in award of number of items to transporters in the event of them being L-1.
20. In case of notice of any cartel formation, VSP reserves the right to cancel the auction.
21. RINL/VSP reserves the right to accept / reject any or all applications either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.
22. 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 quoted price and award the work as per the guidelines issued from time to time by Government of India.
23. The Company requires that applicants for empanelment observe the highest standard of ethics during the empanelment & execution of the contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract(s) if at any time determines that the applicant has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.
24. The applicant shall be required to enter into an Integrity Pact with Rashtriya Ispat Nigam Ltd (RINL), in the format given at Annexure K in the terms & conditions of the contract.

APPLICATION FORM

From

To

The Regional Manager
Regional Office(South),
Visakhapatnam Steel Plant
Rashmi Towers, 4th Floor,
1, Valluvar Kottam High Road,
Nungambakkam ,
Chennai - 600 034

Dear Sir,

Sub: Application for empanelment of Transporters for Road Transportation of Steel materials between/from the stockyard /s of Visakhapatnam Steel Plant through the process of reverse auction

Ref: Notice inviting applications along with terms & conditions for empanelment vide no. RINL/RO(S)/16-17/01 of 2016-17 dt 19/08/2016.

With reference to the cited notice for empanelment with RINL for Road Transportation of Steel materials from/between stockyards through the process of reverse auction, 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 give our unconditional consent along with the application duly signed on all pages as a token of our acceptance for the same.

I/we agree that our offer is valid up to 30/06/2018.

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your Terms and Conditions of invitation for empanelment of Transporters for Road Transportation of Steel materials between/from the stockyard /s of Visakhapatnam Steel Plant through the process of reverse auction which shall be deemed to form an integral part of this offer.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our application of any change in the constitution of my/our firm, 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 applicant is a partnership firm).

I /We enclose here with an Account Payee Demand Draft on -----Bank, for Rs 5.00 Lakhs only (Rupees Five Lakhs only) in favor of RINL, Visakhapatnam Steel Plant payable at **Chennai** or Bank Guarantee in the format at Annexure-A for Rs 5.00 (Rupees Five Lakhs) issued by----- (Name of the Scheduled Commercial Bank).

Date:

Yours faithfully,

Encl: Declaration of particulars,
Terms and conditions of Contract
duly filled & signed with seal on each page

Signature and seal
of the applicant

DECLARATION OF PARTICULARS

1. Details of Applicant:
 - A) In case of Individuals
 - i) Full Name, Address & Place of Business :
 - ii) Previous Experience (Details to be furnished) :
 - B) In case of Partnership Firms:
 - i) Full Name, Address & Share of each Partner :
 - ii) Previous experience of Firm & Partners (Details to be furnished)
 - iii) Whether copy of Partnership Deed duly attested : is enclosed
 - iv) 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 Memorandum and Articles of Association and certificate of incorporation/commencement of business to be submitted)
 - ii) Nature of business and provision of Memorandum of Association thereto
 - iii) Name, particulars & address of all the Directors :
 - iv) Previous experience (Details to be furnished) :
 - v) Authorised, Subscribed & paid up capital :
 - vi) If transportation business is not covered in the business for which the Company is registered, then amendment to that effect to the Memorandum of Association duly notified to the registrar of Companies and acknowledgement there to is to be submitted.
2. Are you doing business in any other name? If so, details thereof and extent of interest of Directors / Partners / Sole Proprietor of the applicant, in those businesses to be furnished
3. Are you / your partners / directors having any relatives working in RINL, VSP. If so, furnish details

4. Name and address of Bankers :
5. Details of transport contracts handled with details of freight earnings during the preceding five financial years and the current financial year

Freight Earnings in	2011 - 2012	:
	2012 - 2013	:
	2013 - 2014	:
	2014 - 2015	:
	2015 - 2016	:
6. Turn-over during each of the last five financial years

Turnover in	2011 - 2012	:
	2012 - 2013	:
	2013 - 2014	:
	2014 - 2015	:
	2015 - 2016	:
7. Indicate your Income Tax Permanent Account No. :
8. List of Branch Offices or authorized agents at Originating/destination stations (mentioned at Annexure I & J), their addresses & contact phone nos. to be enclosed.
9. Are you willing to open Branch Offices /appoint authorized agents within 7 days of placement of order, wherever Branch Offices / authorized agents are not existing, as above
10. Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings, has your financial net worth been negative during the preceding three financial years (a notarized affidavit shall be enclosed)
11. Do you own any trucks and trailers .If so, furnish details of Make, Capacity, Registration No.

For

Signature _____

Full Name _____

Date:

Seal/Rubber Stamp

**RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT
TERMS AND CONDITIONS OF CONTRACT
FOR ROAD TRANSPORTATION OF STEEL MATERIALS OF RINL, VSP**

- 1.1 This document specifies only the scope of work and the terms and conditions under which the contract work shall be executed by the Contractor.
- 1.2 In the Contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- 1.3. The "Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 (AP) and includes its representatives, successors and assigns.
- 1.4. The "Contractor" shall mean the person / persons / firm or Company whose application has been accepted by the Employer and includes the Contractor's representative(s), successors and permitted assignees.
- 1.5 The "Executive In charge" shall mean Sr. Branch Manager of respective originating branch of each work order.
- 1.6 The word "Fine" wherever it occurs in the contract, shall mean a sum of money to be imposed by the Employer in the event of non-compliance of a contractual obligation by the Contractor.
- 2.1 In consideration of the payments to be made by the Employer, the Contractor shall be responsible for transportation of all types of Steel materials of the Employer as may be required by him.
- 2.2 The contract rates agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the contract.
- 2.3 All the material shall be deemed to be in the possession of the Contractor and in his care and custody, at his risk and responsibility from the moment these have been delivered to and accepted in writing by the Contractor or his representative at the loading point and till such time these are delivered to the Consignee under proper acknowledgement.
- 2.4 It shall be deemed that the Contractor is fully familiar with all the work connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. For this purpose, the Contractor shall provide the requisite number of trucks / trailers and manpower. No claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.
- 2.5 The Employer shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, a firm indicative quantity to be transported will be provided to him before start of each reverse auction process, which the Contractor shall be deemed to have read and understood. The firm indicative quantities given are purely indicative and projected only to enable the transporter in arriving at the value of the auction and the approximate facilities required to be provided by him. The Contractor shall have no claim against the Employer, in case any of his trucks / trailers / equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

- 2.6 The mere mention of transportation to any destination in this Contract does not by itself confer the right on the Contractor to demand that the transportation of all the material to the destination should necessarily or exclusively be entrusted to him at all times.
3. The Contracts will be finalized once in every 3 months starting from 20/08/2016 through the process of reverse auction. The **contract period shall be for a period of 3 months and in case of despatches to BHEL sites the auction will be conducted any time and the quoted price to be kept valid for 45 days beyond the last date of each Qtr (i.e upto 15th May, 15th Aug, 15th Nov and 15th Feb).** However, the Employer shall have the option to terminate the Contract at any time during the period of the Contract by giving one week written notice without assigning any reason. No compensation shall be payable on this account.
- 4.1 In case the Security Deposit falls short due to partial/full encashment/adjustment, the same shall be made good within 7 days so that the total amount of security deposit shall not be less than the specified amount of Rs.5.00 lakhs. In case the Contractor fails to do so, the Employer reserves right to terminate his empanelment including termination of pending contracts.
- 4.2 The SD shall be refunded only after the expiry of empanelment period and satisfactory performance of the work and on completion of all the obligations by the Contractor under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the transporters. Before refund of the SD, the Contractor shall submit a No Claim Certificate in the format at Annexure-B to the effect that no claim by him is pending for consideration by the Employer. No interest shall be payable on the SD.
- 5.1 The contractor shall maintain his own Branch Offices / Authorized Agents at the originating branches as well as at the destinations through out the period of contract. Wherever Branch Offices / Authorized Agents do not exist , the same shall be opened / appointed within 7 days from the date of placement of order.
- 5.2 The Contractor shall keep responsible and experienced representatives at their Branch Offices at all times to give necessary information and to take directions from the Employer.
- 6.1 The Contractor shall be responsible for collection of indent/ Stock Transfer Advices (STA) / Despatch Advices (DA)/ Sales Order (SO) from the concerned office on daily basis.. Failure to collect indents/ STAs / DAs shall not absolve the Contractor from the consequential responsibility.
- 6.2 The Contractor shall place sufficient number of vehicles within 24 hours of the indent/notice given to him. The maximum quantity for a single STA/DA/SO shall be 100 MT. A penalty of Rs.40/- per MT per Day shall be imposed on the Contractor (subject to a maximum of 10% of the freight) for the quantity not lifted within the time stipulated in the STA/DA.
- 6.3 If the transporter is interested to lift more than the STA quantity to make up for the Truck load /Trailer load, the same may be considered.
- 6.4 Normally, loading of materials into the Contractors' vehicle at the originating stations and unloading of materials at the destination stations shall be arranged by the Employer / Customer. In case unloading of materials at the destination

station is required to be arranged by the Contractor, the same shall be indicated in the indent/Despatch Advice and the Contractor shall be paid @ Rs.30/- pmt for the same. Under no circumstances, demurrages / detention charges shall be payable to the Contractor under this Contract.

- 6.5 The Contractor shall not load any other cargo belonging to any other party in the Vehicle carrying the Employer's material.
- 6.6 The Contractor shall ensure that the following documents accompany the vehicle:
- a) Employer's Stock Transfer Challan (STC) / Delivery Challan (DC)
 - b) Lorry Receipt (L/R) indicating the following details:
 - i) Truck / Trailer Registration no
 - ii) Date of despatch.
 - iii) Number of Pieces / Coils / Bundles, Measurements (if not standard) and Weight of material despatched
 - c) Test Certificate for the material despatched, whenever the same is given by the Employer.
 - d) Way Bill issued by Sales Tax Department / CTD. Copy of invoice wherever applicable.
- 6.7 The Contractor shall allow the Employer's representative to travel as escort, free of cost, as and when required by the Employer.
- 6.8 Transshipment of goods enroute from one vehicle to another vehicle shall not be allowed. The vehicle Registration No., in which material is loaded, shall be mentioned in LR / STC / DC. In case any transshipment becomes inevitable due to breakdown etc., enroute, it shall be done only with prior approval of the Employer (Sr.Branch Manager of the Originating Station) after furnishing the reasons for transshipment. However, the transit period including grace period shall be as per annexure I & J.
- 6.9 Transit time (excluding the day of STC) shall be as per details given in annexure I & J. For delay beyond the above-specified time, fine shall be levied at the rate of 3% of the freight charges for every week or part thereof, subject to a maximum of the freight charge, except in case of force majeure. In force majeure situations, levy of fine against transit delay is exempted. Only major accidents of the vehicle and other natural calamities like floods and strikes etc., shall be considered as force majeure, which shall be intimated to the Employer by Fax / Email with proof of news paper clippings.
- 6.10 Force majeure clause: If the Company and/or the Contractor be prevented from discharging its or their obligation under this contract by reasons of arrests or restraints of privacy of rules, Government or people, War, Blockade, Revolution, Insurrection, Mobilization, Strikes, Riots, Civil Commotions, Lockouts, Accidents, Acts of God, plague, or other epidemics destruction of the materials by fire or flood or other natural calamity or on account of any other cause interfering with the production and/or delivery of the materials as herein above contemplated, the time for delivery shall be postponed by the time or time during which production and/or delivery is prevented by any such causes as herein above mentioned, provided that in the event of such delay exceeding ninety days, the party other than the party which invokes the force majeure may at their option, cancel this contract by Notice in-writing to the other party in respect of the undelivered quantity of the materials without, however, any right against or being responsible to the other party for such cancellation. The party invoking force-majeure shall within 15 days of the occurrence of force-majeure

causes; put the other party on notice supported by certificate from the Chamber of Commerce or concerned governmental authority and shall likewise intimate the cessation of such causes. If the force-majeure condition continues beyond a period of six months the Company or the Contractor may at his option cancel this contract by notice in writing to other party in respect of the undelivered quantity of the materials without however, any right against or being responsible to the other party for such cancellation.

- 6.11 In case of non-delivery of material within 10 days after expiry of transit time as specified in the annexure I & J, the material shall be treated as shortage and recovery shall be made from the Contractor in accordance with Clause No.6.9 & 9.2 thereof.
- 6.12 After unloading of the material at the destination, the Contractor shall handover the documents as listed at Clause No. 6.6 to the Consignee. The Contractor shall also obtain the following documents from the Consignee:
- a) Acknowledgement from the authorized representative of Consignee along with his name and rubber stamp with the following details on another copy of Lorry Receipt (L/R):
 - i) Date of delivery to the Consignee.
 - ii) Number of Pieces / Coils / Bundles, Measurements (if not Standard) and Weight of material delivered to the Consignee.
 - b) Weighment Slips of the Consignee weigh bridge in support of the weights acknowledged on the Lorry Receipt (L/R).
- 7.1 For the services rendered by the Contractor, the Employer shall pay to the Contractor as per the *awarded rates in the Work order*. The rates shall be applicable for transportation of material from the originating station or any other location within 20km road distance from the city limits of originating station to the destination or any other location within 20 km road distance from the city limits of destination station.
- 7.2 The rates shall remain firm during the tenure of 3 months period of the contract and **in case of despatches to BHEL sites the auction will be conducted any time as per the requirements and the quoted price to be kept valid for 45 days beyond the last date of each Qtr (i.e upto 15th May, 15th Aug, 15th Nov and 15th Feb).**
- 7.3 For transportation of all types of Wire Rod coils (WRC) & Rebar Coils (RBC) of all sizes, Blooms upto 6.0 Mtrs length & Ingots, Cut/bent materials of all types / sizes of steel products etc. payment shall be made under the Item 'Steel by truck ' irrespective of the vehicle used for transportation.
- 7.4 All full length material (including assorted), and cut materials having length beyond 6 mtrs, shall be transported by Trailer. However, the employer shall have right to transport cut/bent materials of all types or Blooms upto 6.0 Mtrs & Ingots also by Trailer, depending on the requirement. Coil material shall not be dispatched by trailer under any circumstances.
- 7.5 *In case of originating destinations or stations where weighbridges are not available in the premises /in the vicinity of the premises, the Contractor has to travel extra distance to the place of weighbridge for weighment at no extra cost. The Contractor shall be deemed to have taken these aspects into consideration. No extra claims shall be entertained from the Contractor on this account.*
- 8.1 The Contractor shall submit his bills every fortnight to the Branch Manager of the Employer at the originating station/destination station (in case of Inter Branch Stock Transfer) on the basis of agreed awarded Rates for the material delivered to the consignee in the fortnight along with the following particulars and

documents. The Employer (consignor Branch/consignee Branch in case of IBST) shall arrange payment within a month from the date of receipt of clear bills with required supporting documents after recovery of shortages or any other dues as per contract. The following are the documents to be submitted by the contractor to the respective Branches for release of payment.

- 1) Bill containing the details as per format at F.
- 2) Employer's Stock Transfer Challan(STC)/Delivery Challan(DC)
- 3) Consignment note/ Lorry receipt (L/R) with the following:
 - a) Truck/Trailer Registration No.
 - b) Date of Despatch
 - c) Number of Pieces/Coils/ Bundles and Weight of material dispatched
 - d) Date of delivery to the Consignee
 - e) Number of Pieces/Coils/ Bundles and Weight of material delivered to the Consignee.
 - f) Consignee's acknowledgement for (d) & (e) above, with the name of the person who received the consignment and rubber stamp of the Consignee.
- 4) Weighment slips of the Employer in support of the Weights mentioned on the Lorry Receipt(L/R)
- 5) *The duly acknowledged weighment slips of the weigh Bridge at the destination from consignee.*
- 6) *Incase of claiming any reimbursement under the contract like octroi etc, supporting bills in proof of payment.*
- 7) Certificate from the transporter duly endorsed by Executive I/c stating that they do not employ man power exclusively to carry out transportation of VSP products, but they are also engaged in transportation of goods belonging to different organizations simultaneously.
- 8.2 The payment shall be made for the weight of material despatched as per the acknowledgement on the Lorry Receipt . *However, price for recoveries of shortages as mentioned under Clause No.9.2 shall be including freight charges.*
- 8.3 The contractor shall bear and pay all taxes, duties and other liabilities which are applicable or which may become applicable to the contractor, in connection with the discharge of his liabilities under this contract, except Service Tax.
- 8.4 Income Tax or any other taxes or duties which the Employer 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 Contractor and the Employer shall provide the Contractor with required Tax Deduction Certificate.
- 8.5 The Employer shall reimburse to the Contractor at actuals against original receipts, all local taxes, if any, like Octroi, levied by appropriate authorities on the Employer's materials, by reason of their entry en-route into the specified areas. The Contractor 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 Employer and intimate the Employer and pass on the money so recovered to the Employer. No additional expenditure shall be reimbursable for making the payment of taxes like octroi etc on behalf of Employer. Should the Contractor fail to claim such refunds / rebates as admissible, the amounts lost by the Employer due to the Contractor's failure, shall be recoverable from the Contractor. Toll charges etc., if any, for moving the materials, shall be borne by the Contractor and shall not be reimbursed by the Employer.

- 8.6 Any amount recoverable towards the losses / damages or extra charges of freight resulting from non-compliance with the terms of contract shall be recovered from the outstanding payments of the Contractor, or from the Security Deposit or from both pertaining to this or any other contract with Employer. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by payment.
- 8.7 The payments/refunds shall be made by EFT/RTGS to the Bank account of the contractors. The contractors have to furnish necessary details of Bank account in the format prescribed at Annexure-C
- 8.8 The contractor shall comply with the requirements as may be necessary under VAT rules of the relevant State in connection with the transportation of the materials.
- 9.1 The weights, number of pieces / bundles / coils and measurements (if not standard) of materials / goods / consignments mentioned in the STCs / DCs of the Employer shall be the basis for assessing the losses in transit and for recovery of damages / compensation thereof. The Contractor shall be responsible for any discrepancies found at destinations in respect of weight, number of pieces / bundles / coils, measurement (if not standard) of the materials / goods / consignments. The Contractor shall also be responsible for checking the packing conditions of materials before he takes delivery of the same for transportation. Once the materials are accepted for transportation by the Contractor they shall be deemed to have been handed over by the Employer in proper condition unless otherwise pointed out by the Contractor at the time of taking delivery from the Employer at the loading point and recorded in the LR / STC / DC.
- 9.2 Since there is a possibility of variation between the weighing scales at the dispatching station and destination station, no recovery shall be made from the Contractor for shortage by weight in any truck / trailer within the tolerance limits of 0.10% in case of Steel. However, the number of pieces / coils / bundles and measurements (if not standard) of materials / goods / consignments delivered shall tally with those dispatched. For shortage by weight in any truck / trailer beyond the tolerance limits, recovery shall be made from the Contractor at 125% of the Price mentioned in STC / DC including freight. No credit shall be given to the Contractor for excess by weight in any truck / trailer. The shortage by weight in truck / trailer shall not be adjusted with excess by weight in another truck / trailer.
- 9.3 In case the discrepancy is in the number of pieces / bundles / coils or in measurements (of not standard) of material / goods / consignment, the losses as assessed by the Employer shall be recoverable from the Contractor. The decision of the Employer in this regard shall be final, binding and conclusive.
- 9.4 The Contractor may obtain suitable Insurance against loss / damage of material in his custody in his own interest and at his own cost.

- 10.1 The Contractor shall abide by the provisions of the Motor Vehicles Act 1989. The regulations relating to weights as specified in the Act shall be scrupulously followed. Any contravention of the Motor Vehicle Act / Rules by the Contractor shall render the Contract liable for cancellation. The Contractor shall at his own cost obtain all the road permits or any other relevant authorization from competent authority. Any contingency arising in this respect shall be entirely the Contractor's responsibility.
- 10.2 The Employer shall not be responsible for any damage to the truck / trailer suffered by the Contractor during the course of operation and the Contractor in their own interest shall obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account shall be entertained by the Employer.
- 10.3 The Contractor shall provide danger lights / flags, as per Motor Vehicle Act to ensure safety against over-hanging / over-dimension consignments. The Contractor shall also provide caution lights / boards whenever the vehicle is under emergency parking on road due to breakdown etc.
- 10.4 The contractor shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract.
- 11.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer. The Contractor 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 Employer and such consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub- contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the Contractor. In that event all rights and remedies secured / provided for under this contract shall be available against the Contractor.
- 11.2 The Contractor shall not use the services of any of the employees of the Employer, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Employer. Any bribe, commission, gift or advantages given promised or offered by or on behalf of the Contractor or his partners, agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this contract, shall make the contract liable for cancellation at the discretion of the Employer.
- 11.3 In case of any loss / damage suffered by the Employer due to any negligence / failure or non-performance on the part of the Contractor of any of the provisions of the contract, the Employer reserves the right to recover such losses and damages from the Contractor.
- 11.4 The decision of the Employer as to the amount of the loss / damage suffered by the Employer in such cases shall be final and binding on the Contractor. The recoveries set out above shall be without prejudice to the rights of the Employer under the contract or under law.
- 12.1 If the Contractor is found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Employer's materials or any Criminal Conspiracy, the Employer shall terminate the contract summarily and recover losses suffered by the Employer on this account by encashing/ forfeiting the SD etc. The contractor shall also be debarred from participation in further auctions in the balance empanel period. The Employer's assessment of such

losses shall be final and in such event the Contractor shall not be entitled to any compensation. The termination of the Contract or debarring of the contractor shall be without prejudice to the Employer's right against the Contractor under the Contract or under Law.

- 12.2 The contractor shall lift 85% of the contract quantity or 85% of the total Sales Orders/STAs quantity whichever is lower (However, the Dos/STAs if any are cancelled / short closed by VSP for the reasons attributable to VSP, or short-closed due to balance quantity less than the carrying capacity i.e., less than 17 MT in case of Trucks/ 25 MT in case of Trailers, such quantities shall not be considered under STA quantity for performance calculation as above) failing which the contractor shall be liable for the following:

(a) Forfeiture/encashment of Security Deposit

(b) Debarring from participation in further auctions in the balance empanelment period. The unexecuted existing contracts shall also be terminated.

The decision of VSP in this regard i.e., Branch Manager of concerned branch shall be final and binding.

- 12.3 In the event of the contract being terminated in exercise of the rights reserved as above, the Contractor shall not be entitled to claim any damages / compensation from the Employer on account thereof.

- 12.4 Notwithstanding the expiry / termination, the liabilities and obligations of both the Employer and the Contractor as set out herein shall continue to be in force until all the materials dispatched by the Employer up to the date of such expiry / termination are delivered by the Contractor.

- 12.5 The eligibility for participation in the next reverse Auction will be decided based on the performance of the contractors' as on last day of 2 months period of the ongoing 3 months contracts. However, if the contractor failed in the overall performance of 3 months contract, the work orders issued shall be cancelled and the actions provided under clause no. 12.2 shall be made applicable.

The eligibility criteria will be as follows:

The transporter should have lifted 2/3rd of 85% as explained at clause 12.2 above excluding STAs under execution as on last day of 2 months period.

It may be noted that only those empanelled transporters who have fulfilled the criteria mentioned above in the current 3 months contract shall be allowed to participate in the next Reverse Auction.

- 12.6 All the work orders issued to the transporter(s) who have failed to fulfill the criteria as per clause 12.2, shall be cancelled and Reverse Auction will be again conducted for those destinations (where the work orders have been cancelled) immediately.

- 13.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon or in relation to or in connection with the contract, either party may forthwith notify the other in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator to be nominated by the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant. In case designation of the Chairman-cum-Managing Director is changed or his office is abolished, the officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant by whatsoever designation such officer is called, shall nominate the sole arbitrator to adjudicate

upon the disputes and there shall be no objection to any such nomination / appointment that the sole arbitrator is an officer / employee of the Visakhapatnam Steel Plant.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the Advocates and expenses relating to the presentation of witness shall be borne by the respective parties. Should the Arbitrator give a specific award in respect of costs then it would prevail.

- 13.2 The Arbitrator nominated by the Chairman-cum-Managing Director of RINL/VSP shall be the sole judge to decide the questions / claims / disputes / differences referred to for arbitration and his decision shall be final and binding on both the parties.
- 13.3 The place of arbitration shall be Visakhapatnam.
- 13.4 The provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this contract.
- 13.5 Work under the contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued unless the decision of the arbitrator is obtained and same as those which are otherwise expressly provided in the contract, no payment due or payable by the Employer shall be with-held on account of such arbitration proceedings unless it is a subject matter or one of the subject matters thereof.
- 13.6 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Employer's right to file and prosecute under the applicable law for any and/or all sums that the Employer claims to be due and owing by the Contractor to the Employer under this Contract.
- 13.7 The courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions / disputes / differences of any kind whatsoever arising under or in connection with the terms and conditions of the contract.
- 13.8 In case any amounts are recoverable under the contract, VSP reserves its right to recover the same either from the bills of the contractor or by encashing the Security Deposit partly or fully. In case the amount recoverable still falls short, VSP reserves its right to invoke arbitration as per clause no 13.1
- 13.9 The Contractor shall be held responsible for damage caused by the staff, transport, equipment etc., employed by the Contractor to any property and persons of the Employer / third party. The claims in this regard as assessed by the Employer shall be final and binding on the Contractor and shall be paid by him on demand or shall be deducted from his dues under this or any other contract with the Employer.
- 14.1 The Contractor shall carry out, perform and observe the provisions of all Labor Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labor (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Laborers employed by the Contractor and shall indemnify and keep the Employers indemnified

against any liability that may be imposed upon the Employer by Law or by Government for non observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor'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 compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure-K of Terms and Conditions of Application, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract.

It is the responsibility of the contracting agency to submit all statutory returns required to be submitted by different statutes to the respective statutory authorities within the stipulated time and copies of the returns are to be submitted to the Executive - in - Charge (EIC). Copies of acquaintance rolls in respect of the workers engaged in those works also, are to be furnished on monthly basis to the EIC.

- 14.2 In case of failure of the Contractor to comply with any of the above, the following action shall be taken by the Employer:

Lapse	Action by the Employer
1. Payment of wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Government, applicable for the period less actual wages paid shall be recovered from the bills and/or SD
2. Non-payment of wages	An amount equivalent to wages payable by the Contractor applicable for the relevant period shall be recovered from the bills and/or SD .

- 15 The above are standard Terms and conditions of RINL. However, in case RINL desires to change/cancel/modify/add some of the above conditions, RINL reserves its right to do so.

Signature of the applicant
Date

BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs 100/- BOUGHT IN THE NAME OF THE BANK)

Name & Address of the Bank :
Bank Guarantee No. :
Date of issue :

BG Validity : up to 30/06/2019
Date of Expiry :

BG Value : Rs.5,00,000 (Rupees Five lakhs)

Ref: VSP's Enquiry No : RINL/RO(S)/16-17/01 OF 2016-17 dt. 19.08.2016

For : Empanelment of Transporters for Road
Transportation of Steel materials
Between / from the stockyard/s of
Visakhapatnam Steel Plant at Chennai,Bangalore,
Coimbatore & Kochi to various destinations and Visakhapatnam
to various BHEL Sites through the Reverse Auction Process.

Subject : Security Deposit

To,
M/s Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
(A Govt. of India Enterprise)
Regional Office-South
Rashmi Towers, 4th Floor,
1, Valluvar Kottam High Road,
Nungambakkam ,
Chennai - 600 034

1. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, (hereinafter called the Company) having agreed to accept the Security Deposit of Rs.5.00 lakhs (Rupees Five lakhs) submitted to the Company by M/s _____(hereinafter called 'the Contractor') for Empanelment with Company for Road Transportation of Steel materials between/from various stock yards of the company as a guarantee for his offer submitted against the notice inviting application along with terms & conditions under reference and to establish the earnestness of the contractor so that he does not withdraw, impair or modify the offer within the validity of empanelment period and also for proper performance of his obligations under the contracts to be awarded against the notice inviting application under reference in the form of a Bank Guarantee for Rs 5.00 lakhs /(Rupees Five lakhs only)

2. We

(Name of the Bank) (herein after referred as the said Bank) do hereby undertake to pay to the Company an amount not exceeding Rs 5,00,000/(Rupees Five Lakhs) under this guarantee and agree with you as under

3. On a demand being made that the sum is due, the Bank shall pay without demur or contestation the amount covered by the guarantee and any demand by the Company that the money is due shall be conclusive and binding on the Bank provided such demand is made within the validity of that guarantee i.e. on or before-----
4. It is hereby expressly agreed and affirmed that the company shall have the fullest liberty to claim payment of the amount /amounts from time to time under this guarantee up to Rs 5.00 Lakhs (Rupees Five Lakhs) and the guarantee shall not become invalid or infructuous because of the partial demand or demands made by the company and this guarantee shall hold good in favor of the company to the extent of the balance amount covered under this guarantee.
5. It is further agreed that any time given to the Contractor or forbearance with regard to performance by the Contractor shall in no way affect the liability of the Bank and this Bank Guarantee will be in full force and we shall not be released from our liability under this Bank Guarantee for such acts of liberty by the Company.
6. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstitution thereof or therewith but will be available to and enforceable by the absorbing or amalgamated, reconstituted Company or concern.
7. It is also agreed that we -----Bank undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.
8. It shall not be necessary for the company to proceed against the contractor 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 contractor at any time or when proceedings are taken against us hereunder be outstanding or realized.
9. We (mention the name of bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch (mentioning the name & address of branch) at Kolkata and they shall honor such demand in any case not later than next working day.
10. Issuance of this Bank Gurantee may also be got confirmed from our controlling branch / office / higher authority (Name and address) _____ .

Dated-----day of -----20 xx

Yours faithfully,

(To be submitted at the end of empanel period)

ANNEXURE-B

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The Regional Manager (South)
Marketing Department
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Chennai

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 Road Transportation of Steel materials between/from the stockyard/s of Visakhapatnam Steel plant at..... to I/WE have no claims against your Company.

Bill no.	Date	Amount
----------	------	--------

Date:

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

From

To

Executive in charge
RINL/VSP

Sub :E-Payment
Ref : Contract /WO No

Consent for E-Payment:

“ I/We hereby convey our consent that the payment made by RINL/VSP of any sum due to me /us, directly remitting the same to my /our Bank, the address and the number of which is furnished shall be in full discharge of the particular bills, raised by me/us and I/We shall not have any claim in respect of the same.

Undertaking:

“I/We hereby undertake that any payment made direct to me/us or to bank account shall be in full discharge of the obligations of RINL/VSP and I/We shall have no claim whatsoever in respect of the bill for which the payment is made.”

I/We opt for EFT/RTGS (Strikeout whichever is not applicable)

I/We furnish the required details as per Annexure-D (for RTGS payments)/
Annexure-E (for EFT payment) enclosed:

For_____ & Company

Authorised Signatory /Proprietor

Bank Account Data for RTGS Mode of Payment

1. Contractor' s Code :
2. Option : RTGS
3. Beneficiary's Details :
- (i) Name of Beneficiary) :
(Maximum 35 Characters)
- (ii) Bank Name :
(Maximum 35 Characters)
- (iii) Branch Name :
(Maximum 35 Characters)
- (iv) Account Number :
(Maximum 35 Characters)
- v) Account Type
Savings/Current/Over Draft
(mention code number also)
- vi) Beneficiary Bank's IFSC Code:
(Maximum 11 Characters)

Signature of Applicant

Name:
Designation:
Seal:

Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary

Sd/-
Branch Manager
Bank Seal

Format for e-PaymentBank Account Data for e-Payment

- 1.Option : EFT/direct Credit
- 2.Name and type of A/c: (30 Characters, Alpha Numeric, Space permitted)
3. Account Number : (15 Characters, Alpha Numeric)
4. Account Type : (Numeric codes shown below)
- | | | |
|----|-----------------|----|
| 10 | Savings Bank | SB |
| 11 | Current Account | CA |
| 13 | Cash Credit | CC |
| 14 | Load Account | LA |
5. Bank Name : 3 Digit MICR Code
6. Branch Name : 3 Digit MICR Code
- 7.City : 3 Digit MICR Code

Signature of Applicant

Name:
Designation:
Seal:

Certificate

Certified that the above particulars are found correct and matching with our records in respect of the above firm

Sd/-
Branch Manager
Bank Seal

ANNEXURE-G

[illegible]

BILL FORMAT

Bill No.

Date of submission of Bill :

Name of the
Transporter :

Name of the Consignor :

Name of the
Branch :

Contract No. :

Name of the Consignee :

Billing
Period : From : To :

SI No .	STA No.	STA Date	STC No.	STC Date	L/R No.	Vehi cle No.	Mat erial & Gra de	STC Wt	Item Rate applica ble on the date of lifting	Freight amount	Deliv ered weig ht	Sho rtag e wei ght	Sho rtag e Allo wan ce 0.10 %	Net Shor tage	Material Rate as per STC	Rec over y for net short age	Actu al tran sit peri od	Transit period as per Contract	Transit delay in Days	Recov ery for Transi t Delay	Reco very for any other reas on	Penalt y for Delay lifting	Net Pay men t

List of Branch Sales Offices of RINL / VSP

ANNEXURE-H

Sl No.	Name of the Branch	Address
1	BSO-Chennai	4 th floor, Rashmi towers, No.1 Village Road, Nungambakkam CHENNAI 600 034
2	BSO-COIMBATORE	SUGUNA BUILDING, 1ST FLOOR, 707, AVANASHI ROAD, COIMBATORE 041 037
3	BSO-KOCHI	CHAKOS TOWER, 2ND FLOOR, PADMA JUNCTION, ERNAKULAM, COCHIN 682 035
4	BSO – BANGALORE	NO.304,305 &306,3 rd FLOOR WEST WING, RAHEJA TOWERS, 26-27, M.G. ROAD, BENGALURU -560 001

SL. NO	Originating Branch	Destination	Transit time allowed (days)
1	RINL Bangalore	BHEL Belary	3
2	RINL Bangalore	BHEL Yermarus	4
3	RINL Bangalore	BHEL Yelahanka	2
4	RINL Bangalore	L&T Bangalore sites	2
5	RINL Visakhapatnam	BHEL Yermarus	5
6	RINL Chennai	BHEL Trichy	3
7	RINL Chennai	BHEL Ranipet	3
8	RINL Chennai	BHEL NLC Neyveli	3
9	RINL Chennai	BHEL Tuticorin	4
10	RINL Visakhapatnam	BHEL Trichy	5
11	RINL Visakhapatnam	BHEL Ranipet	5
12	RINL Visakhapatnam	BHEL NLC Neyveli	5
13	RINL Visakhapatnam	BHEL Tuticorin	6
14	RINL South Branch & Vizag	Any other BHEL Sites	
SI No 14 will be based on requirements, as on date sites not known and Transit time will be given at the time auction			

DEED OF INDEMNITY
(On Rs 100/ Stamp Paper)

This Deed of Indemnity is made on this ---- day of ----- 2016 between M/s ----- , a Proprietary Firm / Partnership Firm / Company incorporated under the Company's Act, having its registered office at ----- and represented by Shri ----- working as ----- who is duly authorized by M/s ----- to sign this Deed of Indemnity (hereinafter called the 'Contractor' which expression shall mean and include its heirs, successors and legal representatives) and Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government of India Company, having its registered office at Main Administration Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031, Andhra Pradesh, hereinafter referred to as RINL,VSP, which expression shall mean and include its successors and legal representatives).

WHEREAS a Contract, vide Empanelment certificate No----- Dated -----, was entered into between the Contractor and RINL,VSP, in pursuance of Notice inviting applications for Empanelment ref No RINL/RO(S)/16-17/01 OF 2016-17, DT. 19/08/2016 .

AND WHEREAS , the Contractor agreed to fulfill all its obligations mentioned in the terms and conditions of the Contract in respect of compliance with all the statutory provisions applicable in the said work of RINL,VSP.

NOW THIS DEED WITNESSES that in consideration of RINL, VSP, agreeing to award the Contract based on the said commitments, the Contractor hereby agrees to INDEMNIFY AND KEEP INDEMNIFIED and harmless, RINL, VSP and / or its Executives, Employees or Agents against all claims that may be made by any statutory Authority for Non Compliance of the various statutes applicable to the Contractor or launch any prosecution against RINL,VSP, or its Executives, Employees or Agents for violation of any of the provisions of the Acts or Schemes. The Contractor further agrees to indemnify and keep indemnified and harmless in all respects RINL,VSP or its Executives, Employees or Agents against all losses, damages, costs , charges and expenses which RINL,VSP and / or its Executives are made to pay, incur or sustain in connection with the non compliance of statutory provisions and also further sums which RINL, VSP may be ordered to pay by the Statutory Authorities.

IN WITNESS whereof the authorized representatives of the Contractor and RINL, VSP have signed, sealed and delivered this Deed on the day, month and year first above mentioned.

(Signature of Authorized Representative
of M/s RINL, VSP with Date and Seal)

(Signature of Authorized Representative
of the Contractor with Date and Seal)

Witnesses :

1. Signature with Date :

Name :

Address

2. Signature with Date :

Name :

Address

(TO BE ISSUED BY A PRACTICING CHARTERED ACCOUNTANT ON HIS LETTER HEAD)

TO

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
Chennai-600 034

Dear Sir,

Sub : Turnover Certificate for participation in open notice for Empanelment issued by RINL

1. This is to certify that M/s _____
(Name and address of the Agency) are in the business for _____
completed years (considered up to 31st march of the last Financial Year). Their turnover in each of the preceding
5(Five) Financial years are as given below:

Financial Year

Turnover in the year
(in Rupees)

2011-2012
2012-2013
2013-2014
2014-2015
2015-2016

2. It is further certified that the above turnover is in line with the turnover declared by the agency in their Income Tax
Returns filed under PAN No. _____ for the assessment of relevant years.

(OR)

Incase of non-filing of Returns under IT Act , the above is in line with Sales Tax Returns submitted by the Agency under
RC No. _____ which are verified by us.

Date :
Place :

(_____)
Signatory
Name :
Seal :

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 Empanelment as transporters for a period upto 30/06/2018 by RINL/VSP for Road transportation of steel materials between/from the stockyards of Visakhapatnam Steel Plant at Kolkata, Bhubaneswar & Patna to various destinations through the Reverse Auction Process vide open Notice Ref No> VSP/MKTG/TR/EMP/ER/01 of 2015-16, DT. 15/03/2016. 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 a 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 in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a 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.

Section 7 – 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. Visakhapatnam, State of Andhra Pradesh, India.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this 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)

(Office Seal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF
FOREIGN “SUPPLIERS/CONTRACT AGENCIES”

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

RINL VIGILANCE : TOLL FREE NUMBER :1800 425 8878