

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

Tender Document downloaded from www.vizagsteel.com by

Messers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature and seal of the Tenderer)

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The Earnest Money Deposit is remitted with the Tender by

DD/ Pay order No. \_\_\_\_\_ dated \_\_\_\_\_ for  
\_\_\_\_\_

of \_\_\_\_\_ Bank \_\_\_\_\_ Branch

(Signature and Seal of the Tenderer)

**Domestic Open Tender for Clearing & Forwarding of overseas sea consignments arriving at Chennai Seaport / CFS and Road Transportation and Door delivery of the consignments at Central Stores dept. / any Site of RINL / Visakhapatnam Steel Plant, Visakhapatnam” - reg.**

**Broad Description of Tender Document**

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**RASHTRIYA ISPAT NIGAM LIMITED**  
**(Government of India Enterprise)**  
**MATERIALS MANAGEMENT DEPARTMENT (Shipping & Transport Wing)**  
**Block-A, Administrative Building, Visakhapatnam Steel Plant**  
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**Domestic Open Tender for “Clearing & Forwarding of overseas sea consignments arriving at Chennai Seaport / CFS and Road Transportation and Door delivery of the consignments at Central Stores dept. / any Site of RINL / Visakhapatnam Steel Plant, Visakhapatnam” - reg.**

**Open Tender No. T&S/17/C&F-SEA (CHENNAI)/001 Dt. 30.12.2016**

Sealed tenders are invited for “Clearing & Forwarding of overseas sea consignments arriving at Chennai Seaport / CFS and Road Transportation and Door delivery of the consignments at Central Stores dept. / any Site of RINL / Visakhapatnam Steel Plant, Visakhapatnam” as indicated in Tender document.

Last Date & Time for submission of tenders: Up to 10:30 Hrs on 30/01/2017

Date & Time for opening of tenders: After 10:30 Hrs on 30/01/2017

Tenderers who are interested to participate in the Tender can download the Tender Document from the website [www.vizagsteel.com](http://www.vizagsteel.com) and submit their offer before 10.30 hrs on last date of receipt of tender as per the instructions given in the Tender Document. In case of difficulty in downloading of Tender Document, the Tender Document shall be sent by Post free of cost on written request from the Tenderer. **The Tenderers should refer to RINL/VSP’s website regularly for any Corrigendum / Addendum.**

**EXECUTIVE DIRECTOR (MM)**

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM – 530 031.**

**MATERIALS MANAGEMENT DEPARTMENT  
TRANSPORTATION & SHIPPING DEPARTMENT**

**INVITATION TO TENDER**

**TENDER NO: T&S/17/C&F-SEA (CHENNAI) /001 DT. 30/12 /2016**

**Sub: Tender for Clearing & Forwarding of overseas sea consignments arriving at Chennai Seaport / CFS and Road Transportation and Door delivery of the consignments at Central Stores dept./any Site of RINL/Visakhapatnam Steel Plant, Visakhapatnam” reg.**

**Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant, Visakhapatnam (A Government of India Enterprise)** is pleased to invite sealed tenders for the subject work. Terms and Conditions of the tender are as given below.

**SCOPE OF WORK:**

For all Sea consignments arriving at Chennai Sea Port / CFS in Chennai the successful tenderer shall be responsible for filing and processing of the BILL OF ENTRY (BOE) with Chennai Customs House, co-ordination with CHENNAI SEAPORT / CFS / Shipping Liners etc., arranging inspection of the cargo, taking out of charge permission from customs/Docks and transportation of cargo on suitable vehicles / Trailers with /without containers, including LCL, Break bulk, ODC consignments as the case may be, from CHENNAI SEAPORT / CFS to any location in RINL/ VSP / Visakhapatnam and handing over the material to the concerned Central Stores Department / Plant Site of RINL/ VSP/ Visakhapatnam in bags / pallets / packages etc and return the empty containers to Owners / Agents wherever necessary /empty container yard/CFS applicable. In case of Containers, the successful tenderer shall also be fully responsible for safe handling and return of the empty containers to the owners. RINL/VSP shall not entertain any claim whatsoever in this regard. The successful tenderer shall also be responsible to collect the consignment meant for re-export from any Transporter’s godown in and around Chennai, handling, processing the Export Bill for Re-Export of material with Customs, Port, CFS etc., and handing over safely to the Carrier / Agent.

**1. ELIGIBILITY CRITERIA:**

Tenderers satisfying the following eligibility criteria alone can participate in the tender.

- a) The tenderer should possess valid Customs House Agent (**CHA**) license in their own name at Chennai Customs. CHA License agreements with other agencies will not be accepted. A Copy of the License duly notarized to be submitted.
- b) The tenderer should have experience of Clearing & Forwarding a minimum of 25 consignments per calendar year during the preceding 3 years i.e, 2014 to 2016.

- c) A self certified statement with details of the consignments and customers to be submitted.
- d) The tenderer should have a minimum turnover of ₹ 6 Lakhs per Annum in at least one of the preceding 3 financial years specifically related to C & F / Transportation work. A certificate from a Chartered Accountant in support of the turnover to be submitted.
- e) Copies of work orders from at least two reputed organizations during any one year of the preceding 3 years for a total value of not less than ₹ 4 Lakhs.
- f) Income tax clearance certificate for the previous 3 years, Copy of PAN card and also a copy Service tax registration certificate to be submitted.
- g) In case the tenderer is Proprietary or Partnership firm/s, Statement of immovable property / assets owned by them/ firm with the value along with Xerox copies of title deeds duly certified by the Notary / Chartered accountant shall be submitted. If any such firm/s does not possess any immovable Property / asset, and can not submit the required documents as above, offers of such Tenderers will not be considered for evaluation.
- h) Solvency certificate for ₹ 6.00 Lakhs (Six Lakhs only) from any nationalized /scheduled bank (Except any co-operative banks) as per pro forma (**Annexure-V**) should be submitted. However, in case of participation of Central Govt / Public Sector Undertakings / Enterprises etc., submission of this document is exempted.

## **2. CONTRACT PERIOD:**

The Contract shall be for a period of 3 (**Three**) years starting from 08.04.2017 to 31.03.2020. The Contract can be terminated by the Employer by giving 30 days advance notice in that behalf to the Contractor during the currency of the Contract without assigning any reasons whatsoever and without there being any liability on the Company, whatsoever on such termination.

## **3. EARNEST MONEY DEPOSIT (EMD):**

The tenderers shall deposit an amount of ₹17,500.00 (Rupees Seventeen thousand five hundred only) towards EMD by way of Demand Draft or Pay order drawn on scheduled commercial Banks payable to Rashtriya Ispat Nigam Limited (RINL) payable at Visakhapatnam. The DD / pay order issued by Co-operative Banks are not acceptable. No other mode of payment shall be accepted. The Earnest Money does not earn any interest.

### **The following categories are exempted from submission of EMD :**

- a) Central/State Government Public Sector Undertakings of India.
- b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
- (c) Units registered with RINL for the tendered item (s).

Note: SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

However, they would be required to SUBMIT SECURITY DEPOSIT AS PER ITT / LOA in case they are successful BIDDER in the tender.

Tenders not accompanied by Earnest Money Deposit shall not be considered under any circumstances. No request shall be entertained from any of the tenderer to adjust the amount of Earnest Money Deposit in respect of a previous tender or from any amount lying in their account in any form with the Employer. No interest shall be allowed on the Earnest Money Deposited. If the tenderer after submitting his tender, revokes his offer or modifies the terms and conditions thereof in a manner not acceptable to the Employer, their EMD shall be forfeited.

The Earnest Money shall be refunded to the unsuccessful tenderers as early as possible.

#### **4. SECURITY DEPOSIT:**

Upon acceptance of the tender, the successful tenderer shall, within the time specified in the Letter of Acceptance(LOA), shall deposit with the Employer either by way of Pay Order or Demand Draft payable at Visakhapatnam or Bank Guarantee (in the proforma as per Annexure-VI issued by a Nationalized or Scheduled Commercial Bank situated in Visakhapatnam, (which can be negotiable / encashable on presentation to the particular Branch at Visakhapatnam) of such further sum, along with Earnest Money paid by the contractor, will amount to 5% of the contract value, which will be retained by the Company as Security Deposit before the successful tenderer is allowed to execute the contract and commence work. DDs/ pay orders / Bank Guarantees issued by Co-operative Banks are not acceptable. Failure to deposit this additional amount within the stipulated time, which shall include any extensions granted by the Employer at its discretion, will make the Earnest Money deposited by the successful tenderer liable for forfeiture and the acceptance of the tender shall be considered as withdrawn. If the situation so warrants, the EMD shall be refunded on submission of Security Deposit as mentioned above. The Bank Guarantee furnished towards the Security Deposit as aforesaid shall be kept valid for a period of 6 (Six) months beyond the stipulated expiry period of the contract.

#### **5. VALIDITY OF TENDER:**

The tender/offer shall be kept valid for acceptance for a period of 120 days from the date of opening of the tender. If the tenderer withdraws or amends the offer before expiry of the above period, the Earnest Money furnished by the tenderer shall be forfeited in full.

#### **6. RIGHT TO ACCEPT/REJECT THE TENDERS:**

The Employer reserves the right to accept the tender in full or in part, and also reserves authority to award the contract to one or more than one agency, if considered necessary. The Employer does not bind themselves to accept the lowest tender and reserve the authority to reject any or all the tenders without assigning any reason whatsoever.

#### **7. PAYMENT TERMS :**

Bills (2 copies) shall be submitted on a monthly basis for the work performed in the preceding month (say 1<sup>st</sup> of every month). Payment shall be released within 30 days from the date of receipt of Invoices supported by copies of the following documents

- a. Copy of Bill of Lading
- b. Copy of the Bill of Entry
- c. Delivery Challan /LR issued by the Tenderer / road transport agency duly acknowledged by the concerned Executive of our Stores Dept/Zonal Executive of Department.
- d. Copy of Delivery Order issued by the Liner agent / Shipping line after / during custom clearance /examination.
- e. Certificate issued by CHA (together with proof of Entry / Exit of Trailer at Port , Stores / works Dept. executive) for detention of Trailers of ODC CARGO (wherever applicable)

Payment shall be made by way of RTGS/NEFT Mode for which the successful tenderer has to submit the requisite proforma (will be furnished by RINL VSP ) which has to be got counter signed by the Banker of the successful tenderer for releasing the payment.

#### **8. RISK ACTION:**

During the tenure of the contract, if the successful tenderer fails to execute the work as per the instructions of the Employer, the Employer reserves the right to get such work done through other agencies entirely at the risk and cost of the successful tenderer.

#### **9. PRICE OFFER:**

The rates to be quoted against Schedules-A shall be in Indian Rupees. The Price variation clause is given below: -

#### **PRICE VARIATION CLAUSE:**

The Transportation Rates consist of 70% as fixed and 30% as variable. The adjustment of escalation / de-escalation in transportation charges is applicable on the variable component only, in line with the change in diesel Price. All other rates shall be firm excepting for variation in the Price of diesel alone, if any, during the Contract period as per the following formula. However, the increased / decreased rates shall be applicable from the 1<sup>st</sup> of the following calendar month from which the change in the rates takes place. The basic price of diesel for working out the variation in the rates will be the price of diesel as on tender opening date. The Employer shall revise the Rates taking into account the Price of diesel prevailing at Visakhapatnam on the last day of a previous month.

FORMULA for working out the revised rates due to variation in diesel price shall be as follows:

$$P_1 = P_0(0.70 + 0.30 \times F_1/F_0)$$

$P_0$  = Price given in the Tender /Contract

$P_1$  = Revised Price

$F_0$  = Retail Price of Diesel as on the date of Tender Opening at IOC dealers out let at Visakhapatnam.

$F_1$  = Retail Price of Diesel at IOC dealers outlet at Visakhapatnam as on last day of the previous month.

The Employer shall inform the revised Rates by issuing an Amendment to the price schedule wherever applicable i.e for Road transportation items from time to time.

The approximate volume of imports during the next three years period with indicative quantities is mentioned in the Price Schedule - A. It must be clearly understood that the actual

imports may vary based on the needs of the Employer and the successful tenderer must carry out the work as per the instructions of the Employer.

#### **10. METHOD OF EVALUATION:**

Evaluation of the offers will be made by multiplying the rates quoted for each item with the respective Approx/tentative Qty mentioned in the BOM. The Lowest cumulative value of all items of Price schedule- A will be considered for finalization of Contract. Only one Agency will be required for execution / awarded of Contract for subject work. All items of schedule – A should be quoted by the tenderer. If any item of the price schedule is not quoted, then such offer will not be considered for evaluation

#### **11.SUBMISSION OF TENDER:**

Tenderers satisfying the eligibility criteria may submit their tenders strictly in accordance with the terms and conditions contained in the tender documents. The tender should not contain any counter conditions and should not attach any conditions to the price bid.

Offers shall be submitted in two parts.

**Part-I Commercial Bid:** Only technical details as sought should be enclosed. The commercial bid should not contain any indication of prices.

**Part-II Price Bid: The Offers for all the Sl.Nos/items of detailed operations should be quoted in the prescribed Annexure-III - Schedule 'A'.**

##### **(i) The commercial bid (Part –I) should contain**

- (a) The total tender document (**48 pages**) duly signed and stamped on all the pages including blank price schedule –A as a token of acceptance of the terms and conditions of tender document.
- (b) All documents referred at eligibility criteria ( Clause No. 1 above)
- (c) DD/ Pay order for ₹17,500/- towards EMD
- (d) Full information regarding point No: 73 of Annexure-I (Special Terms and Conditions) as the case may be.
- (e) Statement of deviations if any quoted by the Tenderer with respect to terms and conditions of Tender document.
- (f) Confirmation of quote for all items of the schedule –A is to be certified by the tenderer.

##### **(ii) The price bid (Part –II)**

The tenderer should quote for all items of Schedule –‘A’. The price Bid should contain only the rates in figures and words. The price schedule / offer shall not contain any other terms and conditions which are not reflected as statement of deviations in their commercial Bid (Part-I). All items should be quoted in the same format of schedule-A which is to be duly signed and stamped. If any Tenderer has not quoted for any one of the items of SCHEDULE - ‘A’ such incomplete offers will not be considered for evaluation.

Once the Tenderer submits offer duly signed and stamped on each page of the tender document, without any deviation statement of terms and conditions along with Commercial

Bid (Part-I), it is presumed that the Tenderer has accepted the total terms and conditions of the tender. However, in case the Tenderer accepts all terms and conditions laid down in Tender document while submitting the Commercial Bid, and after opening of their Price offer if it is found that they have laid some counter conditions in the Price Schedule in deviation to the Tender Conditions or not in line with Pro forma of price Bid provided along with tender, such addl. / other counter conditions shall not be taken in to consideration while evaluating the Price Offer.

Please refer to the 'Instructions on submission of Tender' at Annexure-II for further details.

**12. INSURANCE :**

The insurance coverage for the material will be arranged by RINL/VSP

The successful Tenderer shall provide Insurance as per Article 22 of General conditions of Contract.

The successful tenderer shall also take Insurance Policy for payment of ex-gratia amount of ₹5,00,000/- (Rupees Five lakhs only) in case of any fatal accidents to the Contract Labour engaged by him in addition to the Workmen's Compensation Insurance Policy and third Party Insurance. In case of any fatal accident takes place involving his workmen, the Contractor will arrange to pay the Ex-gratia amount within 30 days from the date of accident along with the workmen's compensation.

**13. TRAILER DETENTION CHARGES FOR ODC CONSIGNEMNTS:**

- (a) No detention charges will be paid for the LCVs / Trucks / Trailers (Other than ODC cargo) placed at either Port / CFS at Chennai or at RINL/VSP Stores / Plant Site.
- (b) However, as the Customs clearance of material may take 3-5 days from the day of discharge of ODC Cargo from Vessel Hook Point, the Trailers may be required to be retained at Port for a minimum period of 3-5 days. Similarly, for safe handling of the material at Plant site, it may take 2 days from the day of arrival of Trailer to VSP Site.
- (c) In case the Trailer(s) are required to be detained beyond 5 days after taking hook point delivery from vessel at Port and beyond 2 days after arrival of Trailer (s) at VSP Plant Site / Stores, the successful Tenderer is eligible for payment of Trailer detention charges @ ₹2,000/- (Rupees two thousand only) per each Trailer per day irrespective of type of Trailer from the 6<sup>th</sup> and 3<sup>rd</sup> day onwards respectively, if the delay is attributable to RINL / VSP.
- (d) For the reasons which are not attributable to RINL/VSP, if the Trailers are detained beyond the stipulated period, no detention charges shall be paid.
- (e) To ascertain the actual Trailer detention period at Port and Plant Site, beyond the above stipulated days, successful tenderer has to submit a certificate(s) which is certified by respective agency/VCTPL stating actual date of discharge of cargo from the Vessel (through Hook Point) and actual date of dispatch of the cargo from Port / CFS premises and reasons in detaining the Trailer etc and also a certificate from the Executive of Stores / Works Department of RINL/VSP for the Trailer detention at the time unloading of material at RINL VSP Stores / site duly explaining the date of reporting of vehicle at Plant Site/ Stores , date

of un-loading of material at Stores / Site and reasons for delay in getting the material unloaded at site.

**14. CAUTION DEPOSIT:**

The successful Tender shall arrange to pay CAUTION DEPOSIT for containers to the respective Shipping Lines if necessary on behalf of RINL/VSP. These charges will be refunded by concerned Shipping Line after de-stuffing and safe return / delivery of empty container at nominated place / CFS.

**15. TAXES AND DUTIES:**

The contract will be governed by applicable statutory taxes and duty laws, prevailing during the contract period. Any variations in the statutory taxes and duties during the tenure of the contract shall be to the account of RINL/VSP.

**16. GENERAL :**

This tender document consists of the following parts.

- 1) Invitation to tender
- 2) Special terms & conditions – Annexure-I
- 3) Instructions on submission of tender – Annexure-II
- 4) Price Bid (for Bill of Materials) – Schedule A – Annexure-III
- 5) General Conditions of Contract – Annexure- IV
- 6) Proforma of Solvency Certificate - V
- 7) Proforma of Security Deposit Bank Guarantee – Annexure- VI
- 8) Checklist -- Annexure-VII

In case of any conflict in the terms and conditions contained in the tender documents, Special Terms and conditions shall prevail over the terms and conditions including 'General Conditions of Contract'.

Please go through the tender conditions carefully and submit the tender strictly in accordance with the terms and conditions laid down herein, to avoid rejection of the tender.

**ANNEXURE-I**

**T&S/17/C&F-SEA (CHENNAI) /001 DT. 30/12/2016**

**SPECIAL TERMS AND CONDITIONS**

1. a. The successful tenderer shall be responsible for all Activities involved in Customs clearance, forwarding and transportation of Imported Sea consignments arriving at Chennai Seaport which may include—
  - All formalities and documentation at the Customs, Port, CFS / Warehouses and other places as may be necessary.
  - Supervision, provision for labour, cranes, lifting and handling equipment and load into trucks and/or trailers in the Docks and
  - Arrange for transportation of consignments received at Chennai to the Employers Stores / Site by road in safe condition.
- b. The successful tenderer shall also responsible to collect the consignment meant for re-export from any Transporter's godown in and around Chennai, handling, processing the Export Bill for Re-Export of material with Customs, Port, CFS etc., and handing over safely to the Carrier / Agent.
2. For all the consignments arriving at Chennai, the successful tenderer shall be responsible for filing and processing of the B/E with Customs, co-ordination with CFS/Port/Liners etc., arranging inspection of the cargo, taking Out Of Charge (OOC) permission from customs/Docks and transportation of cargo with /without containers as the case may be, from any CFS/TERMINAL AT CHENNAI to any location in RINL/ Visakhapatnam Steel plant, Visakhapatnam and handing over the material to the concerned stores in bags / pallets / packages etc and return the empty containers to Owners / Agents wherever necessary / applicable. In case of Containers, the successful tenderer shall also be fully responsible for safe handling and return of the containers to the owners and the Company shall not entertain any claim whatsoever in this regard.
3. Also, the successful tenderer shall be responsible for arranging necessary documentation with Customs / Ship Owners like issuing necessary Bonds, arrange necessary survey through Insurance Surveyor at their own cost at the time of de-stuffing/clearance of the material. Also it is necessary to associate the Insurance Surveyor of RINL / VSP to protect the rights of RINL / VSP. The Survey Report should be submitted to the Employer in duplicate within 7 working days from the date of Survey. All these activities shall be completed by the successful tenderer within the 'Free Time' allowed.
4. The successful tenderer shall keep track of the incoming consignments consigned to the Employer and keep the Employer informed regularly. The successful tenderer will have to maintain close liaison with the appropriate agencies so that advance information is furnished to the Employer on the incoming consignments and carryout the work entrusted to them with full sense of responsibility and in the best interest of the Employer. The successful tenderer shall endeavor to clear the consignments within the free time allowed.
5. The successful tenderer shall be responsible for performing all or any of the services detailed in and arising out of the contract and as directed from time to time by the Employer or his

authorized representative round the clock, all seven days in a week, throughout the period of this contract without any additional remuneration. For the purpose of operation of this contract only the holidays as observed by the Port and Customs Authorities at Chennai shall be recognized as closed holidays of the successful tenderer.

6. It shall be understood that all materials shall be cleared under the Indian Customs Act.
7. The successful tenderer is responsible for filing correct Bills of Entry as per Customs Tariff rates. If any higher duty is paid due to wrong classification or mistake on the part of the successful tenderer, they should correct the same and get refund from Customs within reasonable time failing which such higher amount shall be recovered from their bills.
8. On receipt of any intimation from the successful tenderer of any objection by Customs to release any material at the Tariff rate, Employer or his authorized representative shall take up suitably with the Customs and instruct the successful tenderer either to clear such material at the Tariff rate or at the standard rate of duty, on merits.
9. In case of clearance of consignments against DEPB (Duty Entitlement Pass Book), Advance License, Project Imports / EPCG (Export Promotion Capital Goods) etc all related documentation work with Customs at the respective Custom House is to be done by the successful tenderer as per the instructions of the Employer.
10. All the operations involved in the clearance of imported material shall be completed by the successful tenderer within the FREE TIME. It will be the responsibility of the successful tenderer to ensure that the various paper work and arrangements for getting the necessary facilities from Customs, Port Trust, CFS etc. are taken care of sufficiently in advance.
11. (a) RINL/VSP will arrange required documents for Customs clearance, and ensure the availability of necessary Funds for Customs Duty, Freight etc along with Original BL duly endorsed by Bank (wherever applicable) well in advance prior to arrival of the consignment so that the consignment can be cleared and dispatched by the successful Tenderer within free time allowed by Liner / CFS / Port Authorities. However, the successful Tenderer has to complete all Customs & Port / CFS Formalities including Customs examination within 3 working days from the date of receipt of Original documents/Funds etc.  
If any detention charges / demurrage charges are payable due to failure of the successful tenderer to Customs clear and dispatch of the material within free time allowed by the respective CFS / Port / Liner Agents, the total charges will be recovered from the Successful Tenderer Bills. Otherwise, the successful tenderer has to provide the documentary evidence for such delays which are attributable to RINL/VSP.
- (b) In case the successful Tenderer could not arrange to customs clear the consignment within 3 working days from the date of making availability of all relevant documents / Funds, penalty on CHA Charges will be levied @ 1% per week subject to maximum 10% .
- (c) After receipt of Delivery Order (D.O) from the respective Liner agent / shipping line the successful tenderer has to arrange for Road transportation of the consignment/s from Chennai to VSP stores/plant from the date of issue of final D.O by shipping line / Liner agents within 7 working days from D.O issue date. In case of delay in delivery of material to VSP Stores/site, beyond the above mentioned days, penalty shall be levied @1% of the Transportation Charges per week subject to a maximum of 10% besides detention

/demurrage/storage charges if any. However, in case more than 3 containers arrived in a single B/L or Break Bulk cargo of more than 50 MT in a single B/L / shipment, the successful Tenderer should arrange to deliver the consignment within the free time allowed by the concerned CFS / Liner. In such case, the above penalty will not be applicable as the consignment has to be delivered on phase wise keeping in view of unloading of material at Stores / Site which is mainly applicable for the material like refractories, Minor Raw materials, Gunning compound, Sea water Magnesite, Equipment etc. In such cases, The successful tenderer will ensure to deliver the total qty with in the free time allowed by the respective shipping line/ Liner agents/CFS and no container detention/ storage charges will be payable by RINL/VSP.

- (d) The successful tenderer shall ensure submission of Original Bill of Entries (BEs) to RINL/VSP within two weeks' time (14 days) from the date of its custom clearance. In case of any delay in submission of Original BoEs, penalty shall be levied @ 2% per week or part thereof after 2nd week up to Maximum of 10% on C&F charges. Monthly report on the job executed by the tenderer during the month is to be submitted to VSP by 5th of next month in the format provided by RINL/VSP.
- 12 The successful tenderer shall arrange daily collection and delivery of Dak (letters/documents etc) pertaining to clearing and forwarding of overseas consignments during working hours from the office of the Employer at Visakhapatnam. The successful tenderer shall examine all such documents and discuss the contents with the authorized representative of the Employer for obtaining clarifications, data, missing documents, etc.
- 13 Immediately on receipt of intimation regarding dispatch/expected arrival of the cargo, the successful tenderer while calling for documents and other particulars from the Employer shall take immediate effective steps to clear the consignments through the Customs, Port, etc., for onward dispatch without any loss of time.
- 14 In the ordinary course, all necessary documents shall be provided by the Employer to the successful tenderer to attend to the Clearing of the consignments through the Customs / Port Authorities.
- 15 The tenderer shall collect the Bills for Delivery Order charges / THC etc. from Steamer Agents along with the freight bills wherever required.
- 16 The successful tenderer shall immediately prepare the necessary papers for presenting to the Customs, Steamer Agents, Port authorities or other authorities concerned and arrange to obtain delivery of the cargo.
- 17 If the documents received are not sufficient, the successful tenderer shall arrange to present indemnity bonds or guarantees or such other documents that may be required for immediate clearance. The successful tenderer will have to take all adequate steps for obtaining delivery of the cargoes within the time prescribed by the Port and Customs Authorities.
- 18 The Employer shall execute to the Customs or other authorities bonds, guarantees etc. wherever necessary on the advice of the successful tenderer to facilitate clearance of consignments through Customs/Port in the absence of Import License or other documents and also for clearance under Provisional Assessment Rules pending chemical tests etc. The successful tenderer shall take all necessary actions in these matters by furnishing the necessary

stamp paper and drawing up the bonds and guarantees in the required form to be executed by the Employer and send them in time to Employer or his authorized representative and submit them to Customs/Port and other Authorities immediately after receiving back from the Employer and process them without delay. The cost of such bonds/stamp paper shall be to the account of the successful tenderer. In such cases after the receipt of the original documents the successful tenderer shall ensure that the bond, guarantee, etc executed are returned by the concerned authorities after the submission of the original documents.

- 19 In the event of negotiable Bills of Lading not being received in time, the successful tenderer shall obtain the delivery order from the Steamer Company/Agents with whom the successful tenderer shall maintain general letters of guarantee and comply with other formalities of payment of freight, submission of freight certificates etc. and give an undertaking to the Steamer Company / Agents to send the negotiable Bills of Lading duly endorsed within a reasonable time. Where guarantees / agreements cannot be arranged with some Steamer Companies / Agents, the Employer shall execute such guarantee directly to the Steamer Companies / Agents and the necessary assistance by way of drawing up of guarantees on requisite stamp paper and other formalities shall be provided by the successful tenderer.
- 20 The successful tenderer shall keep close liaison with the Steamer Companies/Agents and obtain particulars regarding the arrival of vessels, berthing and discharging position and report to the Employer or his authorized representative, the day-to-day progress after the vessels arrival.
- 21 The successful tenderer shall watch and safeguard Employer's interests during the discharge of the cargo from the ships to the quay into the lighter barges / boat / rafters / docks etc.,. Immediately after the cargo is landed on the quay and stored in warehouse or sheds as the case may be and taken possession of the Port Authorities, the successful tenderer shall carefully check each consignment with the invoices and measurements / packing lists for shortages / damages if any and notify the Steamer Company / Port and Customs Authorities / Underwriters within the prescribed statutory time limits. Losses suffered by the Employer on account of their failure to do so shall be recovered from the successful tenderer's bills.
- 22 The successful tenderer shall arrange weighment for the material received in damaged bags /cases other than those received in "in tact" condition at the time of clearance and furnish the weighment slips to the Employer with each consignment. The successful tenderer shall arrange for survey of all the consignments at their own cost . Also it is necessary to associate the Insurance Surveyor of RINL / VSP to protect the rights of RINL / VSP. The successful tenderer shall lodge initial claims with all the agencies concerned within the time limit so that the Employer's recovery rights are protected.
- 23 In case of short landing of consignments, necessary shortage certificate / endorsement on BL has to be obtained.
- 24 For short landed cargo, claims for refund of duties under specified provisions of Customs Act & Rules have to be lodged with Customs authority before it becomes time barred as per the prevailing Customs Act.
- 25 Monetary claim notice with Acknowledgement card due has to be served on carriers / transporters immediately. The time limit for lodging claims on transporters/carriers is six months from the date LR/RR/BL in case of Inland / Sea Cargo.

- 26 If import consignment landed in open box / damaged boxes / packages, insurance survey has to be called for steamer survey / port survey or joint survey invariably immediately within 3 days from the date of landing. After completion of survey necessary claims are to be lodged on the agencies concerned within the time limits prescribed.
- 27 The successful tenderer shall obtain shortage certificate etc. in case there is any short delivery. Where the cargo lands in damaged condition, the successful tenderer shall immediately apply and obtain survey reports from the Port / Customs Authorities / Steamer Agents / Underwriters, etc. as the case may be within the statutory time limit prescribed for the survey. The survey reports are required for lodging claims and obtaining compensation from the parties responsible for compensating the loss/ damage.
- 28 The successful tenderer shall be responsible to ensure that the claim is not repudiated at a later stage by the Steamer Company / Agents, Port / Customs authorities, Underwriters etc. on account of time bar/ or improper documentation or on account of any other reasons. The representative of the Employer should be associated during the survey. The successful tenderer shall not be entitled to any extra remuneration for the services rendered in obtaining short landed certificates / survey reports. The successful tenderer shall be responsible for all losses suffered by VSP, due to failure in diligently discharging the duties.
- 29 The successful tenderer shall be fully conversant with the relevant provisions of the Carriage of Goods by Sea , the Port Trust Act, Customs Act and such other Acts / Rules / Procedures etc. that are prevailing and relevant for effecting clearance and take such necessary steps that may be required to ensure that the Employer's interests are fully protected in the clearance of cargo entrusted to them. The successful tenderer shall be required to perform all the duties which they are bound to do under the Customs Act, Port Rules and Procedures as amended from time to time.
- 30 Where cargoes are not traceable, appropriate action shall be taken by successful tenderer to issue "Not Found" notice on the Port Authorities, within the specified period. The Steamer Agents, Underwriters and other concerned agencies shall also be notified simultaneously. If they are found later in damaged condition, delivery shall be taken after survey by Steamer Agents / Port Trust / Underwriters etc. There are special forms in Ports for locating "Not Found" cargo in the dock area. The successful tenderer shall apply immediately in these forms at their own cost in respect of cases where they themselves are unable to locate the "Not Found" cargo. If the cargo has been subsequently found and Port rental charges, demurrage, etc. if any has arisen on account of the failure of the successful tenderer to identify the cargo, the same shall be to the account of the successful tenderer.
- 31 As and when the successful tenderer receives the allocation of vessels for clearance, they shall immediately find out from the Steamer Agents about the payment of freight if it is to be paid at destination. Normally the Employer will arrange to pay direct to the Steamer Agent all freight charges on Import cargoes to be handled by the successful tenderer. Where, however, the Employer or his authorized representative has specifically asked the successful tenderer to pay the freight to the Steamer Agents, the successful tenderer will then claim the aforesaid amount of freight in their bill duly supported by the bill / receipt issued by the Steamer Agents. The rebate if any given by the Steamer Agents will accrue to the benefit of the Employer in all cases.
- 32 The Employer will arrange for payment of all Customs charges on the cargo handled by the successful tenderer through on Line (ICE GATE) upon receipt of BOE.

- 33 The successful Tenderer shall arrange to pay CCTL , CFS, PORT CHARGES, DO, Shipping Line charges etc. wherever applicable on behalf of RINL- VSP and same shall be re-imbursed based on the Original Invoice from respective Agencies .
- 34 The successful tenderer shall be fully responsible for submission of the finalization documents of the Bills of Entry. Any hold up for want of documents etc. shall be promptly brought to the notice of the Employer or his authorized representative. A weekly statement showing the details of Bills of Entry pending finalization shall also be submitted to the Employer or his authorized representative duly furnishing the reasons for the delay. The successful tenderer shall be responsible for any delay on their part in submission of finalization documents at Customs House.
- 35 The successful tenderer shall lodge, within the time limits prescribed, all formal notices of claims with the Customs, Port Trust, Steamer Agents and other concerned authorities in all cases of excess payments, damage, loss of cargo, etc. as the case may be. The successful tenderer shall take regular follow-up action thereafter till the claims are finally settled. The Employer shall render all necessary help by providing available documents, or other particulars called in by the successful tenderer's agent in the said process. The successful tenderer shall pursue all items of claims even after the Bill of Entry are finalized where such claims remain outstanding for settlement.
- 36 If the successful tenderer fails to prefer valid claims or exercise proper diligence and economy in clearance, handling and dispatch of the Employer's cargo the loss sustained by the Employer shall be recovered from the successful tenderer.
- 37 The successful tenderer shall submit a monthly statement to the Employer showing the details of all claims lodged by them on behalf of the Employer with the Port Trust/Customs/Steamer Agents and other authorities and progress achieved in respect of the claims cases.
- 38 The successful tenderer shall ensure that all refunds are directly sent to the Employer by the concerned agencies. If however, any amounts are received by the successful tenderer by way of refunds of ocean freight, port charges, Customs Duty, port rent, etc. shall be remitted to the Employer immediately on receipt and on no account the successful tenderer shall adjust such sums towards their bills pending with Employer for settlement.
- 39 The successful tenderer shall be responsible for the submission and finalization of the reconciliation statement and completion of the formalities with Customs / Port Authorities to the satisfaction of employer for the transactions relating to the period of contract.
- 40 The successful tenderer shall arrange overtime permission of Port Trust/Customs Authorities whenever the cargo hold up (pending clearance) is liable to incur port rent or is urgently required at the plant site and such overtime charges shall be to the account of the successful tenderer.
- 41 The successful tenderer shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the successful tenderer. On successful completion of the contract, all registers

records maintained in connection with due performance of the contract shall be handed over to the authorized representative of the Employer.

- 42 Irrespective of the normal procedure relating to responsibility of the CFS/Port Trust, the successful tenderer shall arrange for slings and other lifting tackles so that delivery of the cargo shall be taken although provision of such equipment may fall in the domain of the Port Trust. Non availability of such facilities from the Port Trust shall not be accepted as reason for failure to clear the cargo.
- 43 After obtaining delivery of the cargo, the successful tenderer shall be required to effect delivery/dispatches of the cargo to VSP Stores / Plant Site from time to time by Road as specified by the instructions of the Employer or his authorized representative from time to time.
- 44 The successful tenderer shall be responsible for Bonding of the consignments in the Customs Bonded warehouse at Chennai wherever necessary as per the instructions of the Employer.
- 45 The successful tenderer shall be responsible for all losses / damages to the cargo direct or consequential on account of negligence and not exercising due care in the matter of dispatch / delivery of the cargo. The successful tenderer shall be held responsible, in case dispatch / delivery is effected wrongly and for all losses / damages to the cargo direct or consequential as a result thereof. They shall also be responsible for any delay in forwarding the relevant dispatch documents to the consignee. Any loss suffered in consequence shall be recovered from the successful tenderer.
- 46 In all such cases where the successful tenderer under instructions from the Employer is unable to dispatch the goods immediately to the ultimate consignee(s) from the wharf itself, the cargo shall be transported and stored in the Port Commissioner's warehouse / successful tenderers godown within the harbour premises, after obtaining specific approval of the Employer or his authorized representative and shall be kept in accordance with the size and marks or in accordance with the specific instructions that may be issued to the successful tenderer thus rendering retrieval easy and without additional cost to the Employer. For this operation successful tenderer shall be paid separately transit storage rent only for actual space occupied and for the actual period the consignment was kept in storage calculated on prorata basis at the rates per month payable to the Port Trust / Warehousing Authorities for similar storage facilities against documentary evidence.
- 47 The successful tenderer shall continue to be responsible for the final delivery / dispatch of such transit consignments and steps shall be taken to effect dispatch of such transit consignments and in no case final dispatch or delivery shall be delayed beyond 10 days of receipt of each consignment in transit godown and wherever delay beyond 10 days is anticipated, the successful tenderer shall explain the circumstances under which such delivery/dispatch cannot be completed within the stipulated period of 10 days. These godowns shall be made available for inspection from time to time by the Employer or his authorized representative and the successful tenderer shall be responsible for all losses/damages arising from whatsoever causes to the cargo from the time they receive the shipment and during the period it is held by them till the time cargo is dispatched or delivered to the consignee as the case may be.

- 48 The successful tenderer shall invariably render a weekly account to the Employer or his authorized representative for the cargo held at the Port Commissioner's warehouse/successful tenderer's godown in the form acceptable to the Employer.
- 49 The Employer, if he so chooses, can divert the delivery / dispatch of cargo held at Port warehouses / successful tenderer's godown to another agency if in the opinion of the Employer such action is considered necessary in the interest of the Employer. Such transfer will be at the risk and expenses of successful tenderer.
- 50 In case it is found that the successful tenderer has failed in this respect resulting in Port Trust rental charges, demurrage charges, charges which are unavoidable are incurred, the claim of the successful tenderer for such charges will be disallowed and they will have to make good the loss to the Employer from their pending bills.
- 51 No cargo shall be sent in loose condition or in damaged cases. Such cases shall be properly repacked at their own cost after survey and provided with steel straps. Wherever required, the cases shall be clearly and legibly marked with full name of the consignee. Bright, durable and waterproof marking ink shall be used in such occasions.
- 52 Advance intimation regarding dispatch of the cargo shall be sent by the successful tenderer to the Plant / consignee by Fax on 0891-2519520, 2519533, 2518753, 2518756 or via Email on mkvali@vizagsteel.com, psrraju@vizagsteel.com so that the Plant / consignee is in a position to obtain delivery of the cargo as soon as the same arrives at the destination. Dispatch Advice shall invariably indicate all details such as marks, numbers and other particulars of packages dispatched.
- 53 The successful tenderer shall ensure that utmost care is exercised while loading of the consignments at the wharf. If there is any damage to the consignment, all the losses on account of such damage shall be to the account of the successful tenderer. The delivery challan issued shall clearly indicate the condition of packages. In case of any damage the same should be indicated and if a survey has been done at Port the same shall be indicated on the delivery challan. Failure to do so by the successful tenderer shall make him responsible for all the damages to the consignment.
- 54 The successful tenderer shall be responsible for the safe custody of the consignments till that time the consignments are received by an authorized representative of the Employer. The successful tenderer shall provide tarpaulin and other protective items for proper protection against cyclone, rain, fire, wind etc. and all losses due to such failure will be to the account of the successful tenderer.
- 55 Any damages or losses that may be suffered or incurred by the Employer on account of non fulfillment of any or all the obligations of the successful tenderer shall be realized from the successful tenderer without prejudice to the Employer's other rights and remedies. The decision of the Employer in respect of such damages, losses, charges, costs or expenses shall be final and binding on the successful tenderer.
- 56 The successful tenderer shall submit all statements as per proforma and instructions of the Employer or his authorized representative. Any delay or omission in this respect shall be deemed as breach of Contract. The successful tenderer shall maintain separate accounts of the cargo handled by them under the contract and shall furnish the Employer or his

authorized representative any statements or out of turn reports as and when required in the proforma as prescribed.

- 57 The successful tenderer shall also have a system of progressing Employer's cargo movement. The successful tenderer shall render every week a vessel wise account showing the details of clearance / dispatches / deliveries effected during the previous week. The successful tenderer shall also indicate the details of all cargoes that are incurring Port rent / demurrages in a separate statement.
- 58 It will be the responsibility of the successful tenderer to ensure that the requirements of Dock Safety organization are fully met.
- 59 The successful tenderer shall exercise due diligence and care, take all precautions to safeguard of all cargo landed in the dock / coming into their care during the course of the business utilize suitable handling equipment, engage and depute sufficient labour and supervisory staff at the required place of work and shall be responsible for any loss or damage sustained due to any delayed action, acts of commission attributable to the successful tenderer or their employees or any of his authorized representatives are responsible for any demurrage, wharfage, etc. incurred during the course of clearance, handling, transportation etc.
- 60 The Employer shall have no liability to any stoppage caused in the work resulting in the equipment / labour of the successful tenderer being idle due to the fault of the successful tenderer or due to break-down of equipment or due to the flow of work not being continuous etc.
- 61 The successful tenderer shall abide by all the instructions that may be given to them from time to time by the Employer or his authorized representative. The successful tenderer shall always be bound to act with diligence and to use skill and to make compensation to the Employer in consequence of the neglect for want of skill or misconduct of themselves or their servants and agents.
- 62 For all the clauses herein referred above, for transportation from Chennai, the responsibility for placement of trailers / trucks/ LCVs and safe delivery at Employer's Stores lies with the successful tenderer. When the need arises within a notice of 12 hours, the successful tenderer shall be in a position to press into service the required number of trucks / articulated trailers / trailers / so that the bulk materials including ODC consignments are moved from the Port within the "Free Time. Further while transporting bulk materials all the Vehicles are to be covered with tarpaulins and secured with ropes.
- 63 If and when any expenses such as Port Trust rental charges, demurrage charges, charges which are avoidable are incurred or losses to stores or losses of claims for compensation from Carriers/Port Authorities or Insurance Company or other authorities are occasioned on account of their negligence or failure to exercise all care, diligence and economy, the Employer can after giving the successful tenderer an opportunity to explain, at his discretion, require the successful tenderer to reimburse Employer the whole or any part of such expenses. Alternatively, the successful tenderer shall remit the amount so determined immediately. The amounts which have been spent on account of the successful tenderer's negligence etc. shall be recovered from the pending bills of the successful tenderer

at the option of the Employer. The assessment of losses and the amount to be reimbursed or recovered etc. as determined by the Employer shall be binding on the successful tenderer.

- 64 It shall be understood that simply because an amount / quantum of loss is under dispute, it would not debar the Employer from recovering it from the pending bills of the successful tenderer. If later on, it is decided that it was wrongly recovered, the amount will be refunded.
- 65 In case where amounts were paid to the Port Trust / Customs or other authorities in excess of what is actually due, the Employer shall have the right to admit such amounts which are actually due and recover the excess amounts so paid from the successful tenderer. No action will be taken by the Employer to claim refunds of such amounts from the Port Trust / Customs or other authorities. The responsibility to claim refunds of such amounts from the Port Trust / Customs or other authorities shall rest entirely with the successful tenderer.
- 66 The successful tenderer shall apply and get refund of proportionate / whole landing charges within the time prescribed by the Port Trust Byelaw and regulations as the case may be from the Port Authorities in case of short landing packages under advice to the Employer and this shall be done automatically by the successful tenderer till the claim is finally settled.
- 67 The successful tenderer shall be responsible for all losses or damages due to any cause whatsoever from the time they receive the shipment and during the period it is held by them in Transit Storage and/or till the time the cargo is put on Truck or delivered to the consignee or the Employer's Stores as the case may be.
- 68 The successful tenderer shall pay all taxes, duties, charges or levies which may be assessed imposed or levied upon the income realized by him under contract.
- 69 Any Income-Tax 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 successful tenderer and the Employer shall provide successful tenderer Tax deduction certificates. PAN details with proof shall be submitted.
- 70 The successful tenderer shall submit IT assessment certificate for the previous year during the currency of contract.
71. Service Tax if applicable on the services rendered, may be reimbursed to the successful tenderer against Invoice for C&F / Transportation Bill. Proof of Service Tax Regd. No., category of service etc., details regarding Range to which successful Tenderer is attached shall be furnished. In case the category of service tax falls under "Goods Transportation agency", service tax will not be paid to the successful tenderer and employer will directly pay the service tax to the authorities as per rules.
72. The mere mention of any item of work in this contract does not by itself, confer a right on the successful tenderer to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.
73. Full information should also be given by the tenderer in respect of the following:-

**(a) If an individual:**

- a) His full name, address and place of business.
- b) His financial status.
- c) His previous experience.
- d) No. of Employees engaged for this job.

**(b) In case of partnership Firms:**

- a) The names of all the partners and their addresses.
- b) Previous experience of the Firm and its partners.
- c) An attested copy of the latest Partnership Deed must accompany the tender. Any change in the constitution of the Firm shall forthwith be notified by the Contractor to the Company.
- d) A copy of Audited Balance Sheet for the year just ended should be submitted.

**(c) In case of Companies :**

- a) Date and place of registration including date of commencement certificate in case of Public Companies. Certified copies of Memorandum and Articles of Association are also to be furnished.
- b) Previous experience.
- c) A copy of Balance Sheet for the year just ended should be submitted.

**(d) In case of Cooperative Societies:**

- a) Date and place of Registration and attested copy of registration certificate, certified copies of the rules and regulations of the Society.
- b) Previous experience.
- c) List of members and names of office-bearers. Any change in the office-bearers of the society shall forthwith be notified by the outgoing /incoming Chairman / President of the Society.

74. The tenderer shall inspect the sites of work and shall satisfy himself of the conditions including working conditions of the sites and shall collect any other information which he may require before submitting the tender. Claims or objections due to ignorance of conditions of site will not be considered after submission of the tender.

75. In quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in the market rates like taxes, duties, levies etc (excluding service Tax if applicable) likely to be incurred by the successful tenderer in obtaining permissions / clearances for Clearing , forwarding and safe Transportation of material (including ODC cargo) from various agencies like Customs, Port Authorities, RTA, Roads & Buildings, State Electricity Boards, Telecom, National High Ways, Police, Municipal corporation and any other statutory bodies etc.

76. Rates for each item in the Tender shall be quoted in Rupees and Paise only. Tenderer shall quote in figures as well as in words in English the rates and amounts tendered by them. The amount of each item shall be worked out and the total given. In case of any difference in the rates quoted in figure and in words, the amount mentioned in words will only be considered.

77. If the contents of the covering letter are to be considered as part of the quotation, this should be specifically mentioned by the tenderer. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tenders.

78. Tenderer should quote rates against all the items in the tender schedule for the work as fully described and contained therein. They should quote in the prescribed schedules of the tender only.
79. Tenders shall be sent by registered post or to be dropped in the appropriate tender box personally.
80. Tenders must be submitted in sealed covers, superscribing the tender no. and date of opening on the covers.
81. The tenderer shall sign each and every page of the tender documents in token of acceptance thereof, Invitation to Tender, Special Terms and Conditions, General conditions of Contract, schedules, etc. However, the signature on the tender schedule alone shall be deemed to be acceptance of all the schedule of rates, Invitation to Tender, Special terms and conditions, General conditions of Contract etc. forming part of the tender documents.
82. The tenderer should sign & put his seal on the last page of the tender documents and also sign & put his seal on all pages of the schedule of rates without fail, otherwise they will be liable for rejection.
83. Tenders not giving full particulars/ not complying with the requirements as mentioned above shall be considered as incomplete and liable for summary rejection.
84. Any tender containing false information/particulars shall be liable to be rejected and tenderers found guilty of furnishing false information/particulars shall be debarred from any future dealings with the Employer.
85. The tenderer is at liberty to be present or authorize a representative to be present at the time of opening of the tender.
86. Transportation charges for LCL, Break Bulk, ODC consignments (i.e Other than Full Containerized cargo), the Rates shall be quoted per Metric Ton irrespective of the sizes and number of items/cases / packages received under each BL. If more than one consignment is brought in one Vehicle, then transportation charges shall be released based on the total weight of the consignments.
87. After customs clearance and dispatch of cargo, the successful tenderer has to submit the original BOEs, Customs out of charge clearance certificate, copy of final D.O issued by the respective Liner agent / shipping line, LR / Delivery challan copy of road Transport, survey report, Check List etc., with in next 7 working days of custom clearance.
88. The successful tenderer shall be responsible to obtain e-way bills from RINL/VSP for each consignment custom cleared and the same is to be accompanied with the respective transport vehicle in line with the instruction of sales tax authorities for Transportation to RINL/VSP. In case, if any vehicle is moved without e-way bill and subsequent penalties any levied by Commercial Taxes Department such penalties shall be to the account of the Successful Tenderer only and for which RINL/VSP is not responsible.

**T&S/17/C&F-SEA (CHENNAI)/001 DT. 30/12/2016**

**INSTRUCTIONS ON SUBMISSION OF TENDER**

1. The tenders shall be submitted in two separate sealed covers as follows:
  - (a) Commercial Bid (Part-I) comprising of the documents detailed in the Invitation to tender.
  - (b) Price Bid (Part-II) comprising of Schedule of Rates.
2. Both these covers are to be super scribed with the tender no. and date and the date of opening of tender. These 2 sealed covers shall be kept in another cover, which shall also be double sealed. The tender no. and date and the date of opening of tender shall be indicated on this outer cover also.
3. The price bids of those tenderers whose commercial bids are accepted only will be opened.
4. All corrections, additions, alterations, deletions amendments in the tender documents shall be authenticated by the initials / signatures of the authorised officer of the Company and such corrections, additions, etc. shall also be initialed / signed and rubber stamped by the tenderer in token of his knowledge of the same.
5. All offers shall be addressed to the **Dy General Manager(MM - T&S) - Smalls, Rashtriya Ispat Nigam Ltd., III Floor, Purchase Wing, Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031** in double sealed covers clearly super scribed with the tender description, tender number, date and the date of opening of tender. Offers should be deposited in the appropriate tender box. The Commercial part of the bid (Part-I) shall be opened as specified in the tender documents in the presence of such tenderers who may choose to be present.
6. Tenders sealed and super scribed as above may also be sent by Courier / Registered Post addressed to the above mentioned Officer. A tender which is received, after the time and date specified above, is liable for rejection.
7. The tenders not signed and stamped properly are liable for rejection.
8. Tenderers should quote in figures as well as in words in English the rates as specified in the Schedule of rates. In case of any discrepancy between the rates mentioned in figures and words, the rates as given in words shall only be considered.
9. Scoring, cutting, deleting or mutilation in any form of tender document unless initialed (duly rubber stamped) by a Competent Officer of the Company, will be liable to rejection.
10. Tender quoting rates or units different from those prescribed in the tender schedules are liable for rejection.
11. Each tender shall be signed by tenderer with his usual signature. Tender by partners of Hindu Joint Family Firm be signed in the Firm's name by one of the Partners or the Karta or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders submitted by a COMPANY shall be signed in

the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof" showing that the persons signing the tender documents on behalf of the COMPANY is duly authorized to do so, shall accompany the tender.

12. The tenderers shall sign all pages of the tender like Invitation to Tender, General conditions of Contract, Special Conditions, Schedules, etc. in token of acceptance thereof. The signature on the tender schedules alone shall be deemed to be acceptance of all the schedule of rates, specifications, General Conditions of Contract, Special Conditions, etc. forming part of the tender documents. Non compliance will result in rejection of the tender.
13. If a tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No request for modifications to the specification, item, descriptions, contract clause, etc. will however be entertained. If the contents of the covering letter are to be considered as part of the quotations, this should be specifically mentioned by the tenderer. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tender.
14. Tenderers should quote rates against the items in the tender schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed. If the tenderers feel that they would prefer modification of any item of work, such modification and rates for items so modified should be given separately with their covering letter.
15. Any request from the tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms and conditions or rates of his tender after opening of the tenders may lead to rejection of his tender.
16. Tenderers must also submit with the tender copies of testimonials with regard to their experience and satisfy the authorities calling for tender on the following points as and when called upon to do so.
17. His position as an independent Contractor or as the properly accredited agent of a responsible Firm, in proof of which he must produce the requisite registered power of attorney and the expressed authority from the same firm to act as its Agent.
18. His ability, either as Principal or Agent to undertake and carry out the work satisfactorily vouched for either by a responsible Firm or an Official.
- 21 Any tender containing false information / particulars shall be liable to be rejected and tenderers found guilty of furnishing false information / particulars shall be debarred from any future dealings with the Employer.
- 22 The Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions, specifications and the rates and amount quoted against the items of the Tender Schedule together with Letter of Intent awarding the work shall form the contract.

**TENDER NO: T&S/17/C&F-SEA (CHENNAI)/001 Dt: 30/12/2016****PRICE BID (FOR BILL OF MATERIALS)****FOR SEA CONSIGNMENTS ARRIVING AT CHENNAI****SCHEDULE-A**

SI No	Details of Operation	Unit	Approx Qty	Rate per Unit (₹) (Both in Figs & Words)	Value in (₹) (Both in Figs & Words)
1	<p><b><u>AGENCY CHARGES FOR CLEARING AND FORWARDING (RATE PER BILL OF LADING (B/L) :</u></b></p> <p>Clearance and forwarding, documentation work including all formalities with customs, port, steamer company/ agents and other authorities including preparation of Bills of Entry, jotting Challans, executing bonds and discharge of the same on fulfillment of the requirement , obtaining delivery orders from Steamer Company / Agents, attending to Entry Tax formalities, Checking up of packages on landing verification of damages, arrangement for survey (including Survey charges payable to Surveyor), forwarding of Survey reports immediately after survey, obtaining short – landing certificates, arranging Customs inspection and first appraisement at Docks, location of packages, collection of LR from transporter, arranging gate (Port) delivery / direct delivery of hazardous cargo where ever required, preparation submission and finalisation of the reconciliation statements of receipts and despatchers, initiation, lodging and processing of Customs and Port claims until finalisation. The agency charges also include expenses towards stationery, cost of stamp paper (for execution of bonds and indemnities etc) xerox, postage, fax and trunk call charges, staff over time conveyance for the staff and Customs / Port officials wherever required and any other charges relating / in connection with clearance of Sea consignments.</p>	Nos	130		

SI No	Details of Operation	Unit	Approx Qty	Rate per Unit (₹) (Both in Figs & Words)	Value in (₹) (Both in Figs & Words)
2	<p><b><u>Road Transportation of Material with 20' container Rate per 20'(GP/FR/OT/OW/OH etc.):</u></b></p> <p>Road Transportation of Material with container/s (Other than ODC) in suitable Trailers from CCTPL, any approved CFS etc., in and around CHENNAI to any location in RINL/VSP / Visakhapatnam Central Stores Department / Plant Site etc , handing over the material (in bags / pallets/ cases) to the concerned Stores / Plant Site of RINL/VSP/ Visakhapatnam. The rate should include the charges for return of the empty container from RINL ,VSP, Visakhapatnam Stores / Plant Site to Owners/Agents nominated CFS/terminal / Empty Container Yard at CHENNAI.</p>	Nos	01		
3	<p><b><u>Road Transportation of Material with 40' container Rate per 40'(GP/FR/OT/OW/OH etc.):</u></b></p> <p>Road Transportation of Material with container/s (Other than ODC) in suitable Trailers from CCTPL, any approved CFS etc., in and around CHENNAI to any location in RINL/VSP / Visakhapatnam Central Stores Department / Plant Site etc, handing over the material (in bags / pallets/ cases) to the concerned Stores / Plant Site of RINL/VSP/ Visakhapatnam. The rate should include the charges for return of the empty container from RINL ,VSP, Visakhapatnam Stores / Plant Site to Owners/Agents nominated CFS/terminal / Empty Container Yard at CHENNAI.</p>	Nos	01		
4	<p><b><u>Road Transportation of Material without container After de-stuffing from 20' Container/s, Rate per 20'(GP/FR/OT/OW/OH etc.):</u></b></p> <p>Road Transportation of Material (Other than ODC) from CCTPL, any approved CFS etc., (After de-stuffing of material from container at CCTPL / CFS etc in and around CHENNAI) in Trucks / Suitable Trailer(s) etc to any location in RINL/VSP/ / Visakhapatnam Central Stores Department / Plant Site etc , handing over the material (in bags / pallets/ cases) to the concerned Stores / Plant Site of RINL/ VSP / Visakhapatnam. The rate should include the charges for return of the empty container to Owners/Agents nominated CFS/ Terminal / Empty Container Yard in and around CHENNAI wherever necessary from the CFS where the material is de-stuffed at CHENNAI.</p>	Nos	02		

SI No	Details of Operation	Unit	Approx Qty	Rate per Unit (₹) (Both in Figs & Words)	Value in (₹) (Both in Figs & Words)
5	<p><b><u>Road Transportation of Material without container After de-stuffing from 40' Container/s, Rate per 40'(GP/FR/OT/OW/OH etc.):</u></b></p> <p>Road Transportation of Material (Other than ODC) from CCTPL, any approved CFS etc., (After de-stuffing of material from container at CCTPL / CFS etc in and around CHENNAI) in Trucks / Suitable Trailer(s) etc to any location in RINL/VSP/ / Visakhapatnam Central Stores Department / Plant Site etc , handing over the material (in bags / pallets/ cases) to the concerned Stores / Plant Site of RINL/ VSP / Visakhapatnam. The rate should include the charges for return of the empty container to Owners/Agents nominated CFS/ Terminal / Empty Container Yard in and around CHENNAI wherever necessary from the CFS where the material is destuffed at CHENNAI.</p>	Nos	01		
6	<p><b>Road Transportation of LCL cargo (other than ODC) - Rate per MT:</b></p> <p>Road Transportation of LCL cargo (other than ODC) in suitable LCV, trucks , Trailers etc., from CCTPL / CFS etc., in and around CHENNAI to any location in RINL/VSP/ Visakhapatnam Central Stores Department / Plant Site etc and handing over the material (in bags/pallets/packages etc.,) to the concerned Central Stores Deptt / Plant Site of RINL / VSP, Visakhapatnam.</p> <p><b>Note:</b> Payment will be made on actual weight on pro rata basis. In case on urgency and the consignment(s) is exclusively brought in LCV / Truck etc. on specific requisition from T&amp;S Section, in such case, the payment will be made for minimum 3 MT and the copy of specific requisition of T&amp;S and copy of LR Certification from Stores is to be submitted along with the Bills.</p>	MT	250		
7	<p><b>Road Transportation of Break Bulk Cargo (Other than ODC) - Rate per MT:</b></p> <p>Road Transportation of Break Bulk Cargo (Other than ODC) in suitable Trailers, trucks s etc., from CHENNAI SEAPORT / CFS in and around CHENNAI etc., to any location within RINL/VSP/ Visakhapatnam and handing over the material (in bags / pallets / packages etc. ) to the concerned Central Stores Department / Plant Site of RINL VSP, Visakhapatnam. ( Where ever required, hook point delivery has to be obtained)</p>	MT	50		

SI No	Details of Operation	Unit	Approx Qty	Rate per Unit (₹) (Both in Figs & Words)	Value in (₹) (Both in Figs & Words)
	<b>Note:</b> Payment will be made on actual weight on pro rata basis. In case on urgency and the consignment(s) is exclusively brought in LCV / Truck etc. on specific requisition from T&S Section, in such case, the payment will be made for minimum 3 MT and the copy of specific requisition of T&S and copy of LR Certification from Stores is to be submitted along with the Bills.				
8	<p><b>Road Transportation of ODC Packages</b></p> <p><b>- Rate per MT:</b></p> <p>Road Transportation of ODC Packages received on Break Bulk (after taking Hook Point delivery directly from the Vessel wherever necessary) &amp; also ODC packages received in Container(s) (in suitable Trailers like low bed, semi low bed, articulated Trailers, Trucks etc., from CHENNAI SEAPORT / CFS in and around Chennai etc to any location within RINL/VSP/ Visakhapatnam and handing over the material (in bags / pallets / packages etc) to the Central Stores Department / Plant Site in RINL VSP Visakhapatnam .</p> <p>If any one dimension of package is beyond the dimensions of 13.0 (L) x 3.0 (W) x 3.0 (H) Mtrs , such package is termed as Over dimensional Cargo (O.D.C).</p> <p><b>(Minimum charges payable is 15 MT per Trailer)</b></p>	MT	50		
9	<p><b>Re-Export of SEA Cargo:</b></p> <p><b>- Rate per MT:</b></p> <p>Charges for Collection of the consignment from any Transporter's godown in and around Chennai, handling, processing the Export Bill for Re-Export of material with Customs, Port, CFS etc., and handing over safely to the Carrier / Agent which includes all charges except statutory payments to Govt. Authorities etc.</p> <p><b>Note:</b> Payment will be made on actual weight on pro rata basis.</p>	MT	6		

**Note :**

- a) The successful tenderer will make their own arrangements for suitable cranes and other equipment, Labour etc. to handle the material at all points.

- b) The successful Tenderer shall arrange to pay CCTL , CFS, Wharfage / Handling charges etc CHENNAI SEAPORT, SHIPPING LINE, DO CHARGES etc for both Import and re-export activities wherever applicable on behalf of RINL VSP and same shall be reimbursed to the successful Tenderer based on the Original Invoice(s) from respective Agencies . Also in case of Re-export , the Sea Freight, Port charges, CFS Charges, Customs Duty etc wherever applicable will also to the account of RINL VSP.
- c) Unloading operation at RINL/VSP Visakhapatnam steel plant, Visakhapatnam shall be arranged by the Employer.
- d) The Rates for item SI Nos: 2,3,4 & 5 shall be for the total material received/contained in one 20'/40' (GP/FR/OT/OW etc) container irrespective of the sizes/capacity/Weight and number of items/cases / packages. . However, in case of receipt of ODC Consignment in Container, the Road Transportation charges will be paid as per item SI.No. 8 above.
- e) In case of any discrepancy between the quoted figures and words, the rate indicated in words would only be considered.
- f) The successful tenderer shall also arrange necessary survey at their own cost. Also it is necessary to associate the insurance surveyor of RINL/VSP to protect the rights of RINL/VSP. Survey report shall be submitted to the employer in duplicate with in 7 working days from the date of survey.
- g) Transportation charges for LCL, Break Bulk, ODC consignments (i.e Other than Full Containerized cargo) the Rates shall be quoted per Metric Ton irrespective of the sizes and number of items/cases / packages received under each BL. If more than one consignment is brought in one Vehicle, then transportation charges shall be released based on the total weight of the consignments.
- h) The qty/s indicated in the above Schedule are Approximate and may vary based on the actual requirement.
- i) Price escalation /de-escalation on account of Diesel price is applicable for item sl Nos: 2 to 9 above.
- j) While transporting the cargo within port premises and to RINL/VSP stores, the successful tenderer should ensure safe lashing, tying / fastening and covering the cargo with tarpaulins with suitable ropes/binders/ slings. The quoted rates includes for all Labour, tools, tackles, equipment, material etc.,
- k) Service Tax if applicable on the services rendered, may be reimbursed to the successful tenderer against Invoice for C&F / Transportation Bill. Proof of Service Tax Regd. No., category of service etc., details regarding Range to which successful Tenderer is attached shall be furnished. In case the category of service tax falls under "Goods Transportation agency", service tax will not be paid to the successful tenderer and employer will directly pay the service tax to the authorities as per rules.

**TENDER NO: T&S/17/C&F-SEA (CHENNAI) /001 Dt: 30/12/2016**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

The following terms or expressions, as used in these “General Conditions contract” in the appertaining Invitation to Tender and Tender Schedules, shall have the meaning here under:

“Employer” shall mean Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered office at Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include their successors and assigns.

“Plant” shall mean the Plant or scheme in respect of the Employer’s Visakhapatnam Steel Plant.

“Site” shall mean the place or places envisaged by the Employer at which the services are to be performed under the contract.

“Tenderer” shall mean the person, Firm or Corporation submitting a tender against the Invitation to Tender and shall include his/its/their heirs, executors, administrators legal representatives, successors and assigns.

“Contractor” shall mean the tenderer whose tender has been accepted and shall include his/its/their, executors, administrators, legal representatives, successors and assigns approved by the Employer.

“Approved” shall mean approved in writing including subsequent written confirmation of previous verbal approval and ‘Approval’ shall mean approval in writing including as aforesaid.

“The Contract” shall include the Invitation to Tender, General Conditions of Contract, Rates and amount accepted against the items of the Tender Schedule together with all correspondence entered into between the Tenderer prior to the issue of the Letter of Intent awarding the work, the contract Agreement/ Work Order and any other documents specifically indicated therein.

“Invitation to Tender” shall mean and / or include inquiry for the performance of service or services in connection with the Plant or for the planned extension or expansion thereof.

“Contract Sum” shall mean the sum named in the Tender subject to such additions there to or deductions therefrom as may be made under the provisions of the Contract.

“Dimensions” shall mean the extent of a line, area and volume. They are to be based on the metric system i.e. for length measurement in KM :

1 KM	...	1000 Mtrs.
1 Mtr.	...	100 Cm.

1 Dcm                    . . .                    10 Cm  
1 Cm.                    . . .                    10 mm

For surface measurement in Sq.Mtrs.

For Volume measurement in Cu.M.

“Weight” shall mean the calculation of a load. It is to be stated in Metric Tons (1 Metric Ton = 1000 Kgs) and / or in Kgs. ( 1Kg= 1000 gms ). One tonne shall mean 1000 Kgs by weight.

“Time” shall be reckoned by months, days and hours, the period of a month being equivalent to the calendar month according to the Gregorian calendar.

“Supervision” shall mean the successive control and directions given by the Employer or his representative in relation to contract work

“The Inspector” shall mean by person or agency nominated by or on behalf of the Employer to inspect materials or Work under the contract or his duly authorised agent.

“In writing” or “Written” shall mean and include writing, typing, printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

“Notice in Writing” or “Written Notice” shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

“Letter of Intent” shall mean intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.

Words importing persons shall include firms, companies, Corporations associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice versa where the contract so requires or permits.

## **2.0 LANGUAGE:**

The Contract agreement and all correspondence between the Employer and the Contractor shall be in English Language.

## **3.0 HEADING AND NOTES:**

The headings and notes is those General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part/ thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## **4.0 SIGNING OF THE AGREEMENT:**

On the tender being accepted by the Employer an agreement in respect of the contract will be signed and executed by the Employer and the successful tenderer. All costs, charges and

expenses incidental to the execution of the said agreement shall be borne by the Contractor.

**5.0 SECURITY DEPOSIT:**

The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit as specified in the 'Invitation to Tender' in favour of the Employer in one of the following forms .

Government securities at their market value.

Demand draft or deposit at call receipt of the State Bank of India or any other scheduled bank payable at Visakhapatnam.

Bank Guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the Employer and in the proforma given by Employer.

- 5.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations, or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.
- 5.3 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and the Employer will not be liable for payment of any interest on the security deposit or any depreciation thereof, or in case of bank deposit receipt, any loss resulting on account of failure of the Bank.
- 5.4 The Security Deposit shall be refunded / bank guarantee released on application by the Contractor after the expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".
- 5.5 Should the extend or object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction of the contract sum by more than 10% then the security deposit shall be increased or reduced accordingly.

**6.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:**

**6.1 General:**

The Contractor is entirely responsible for the due performance of the contract in all respects.

**6.2 Sub-letting of contract:**

The Contractor shall not sub-let, transfer or assign the contract or any part thereof without the written permission of the Employer. In the event of the contractor contravening this condition, the Employer shall be entitled to place contract elsewhere on the contractor's account and at his risk and cost and the contractor shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of the contract.

### **6.3 Co-operation with other contractors**

The Contractor shall co-operate with the Employer's other contractors and freely exchange all information with them for the efficient and satisfactory performance of the work. No remuneration shall be claimed from the Employer for such co-operation. If any of the contractor's work depends for proper execution or results upon the works of any other contractor, the contractor shall keep a watch and inform the Employer of any problem in time.

### **6.4 Responsibility for completeness:**

6.4.1 The Contractor shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules etc., forming part of the contract and also to have satisfied himself as to the nature and character of the work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Employer shall not in any way relieve the contractor from his responsibility for executing the work in terms of the contract including all details and incidental works not specifically mentioned in the contract but necessary for ensuring satisfactory completion of work as per the contract.

6.4.2 If he shall have any doubt as to the meaning of any portion of the contract, he shall before signing it send forth the particulars thereof and submit them to the Employer in writing in order that such doubt may be removed.

### **7.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:**

The Contractor shall not assign his claim or interest in the contract without the written permission of the Employer.

### **8.0 ACCESS TO SITE:**

8.1 Subject to Article 8.3 access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.

8.2 In the execution of the work no person other than the contractor, permitted sub-contractor and his or their employees shall be allowed on the site except with the written permission of the Employer.

8.3 The access to the site referred to in Article 8.1 above shall not be exclusive to the Contractor but only such as shall enable him to execute the work. The Contractor shall afford to the employer and to the other contractors whose names shall have been previously communicated in writing to the contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

### **9.0 OBLIGATIONS OF THE CONTRACTOR**

9.1 Unless otherwise agreed upon the responsibilities of the contractor shall include, but not limited to, providing at his own cost, the following work and services.

9.1.1 Ensuring coordinated handling of all incoming equipment and materials so as to ensure that those will be available to the Employer in the order in which they will be required.

- 9.1.2 Unless otherwise provided in the contract, providing all equipment, tools, lifting tackles instruments and appliances required for the work. These shall be subject to inspection and passing by the Employer or his authorized representative. All rejected materials etc., shall be removed from the site by the contractor and shall be replaced by new materials in equivalent quantities.
- 9.1.3 Providing watch and ward to ensure security and safety of materials under the Contractor's custody.
- 9.1.4 Providing necessary supervisory personnel, staff, skilled and unskilled labour. The contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the Competent Authority. If the Contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The Contractor shall take all safety precautions during work and ensure that his personnel use shoes, safety belts, gloves, helmets, masks etc., as are necessary for their safety. The Contractor shall, on demand by the Employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.
- 9.1.5 Complying with the instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.
- 9.1.6 Making all arrangements to ensure that other work is not impeded or workmen not endangered.
- 9.1.7 Affording the Employer access at any time to the site, giving any information desired by him about the progress of work and affording him all facilities for inspection provided under the contract work in such form as may be called for by the Employer.

**9.2 Contractor's representatives:**

- 9.2.1 In order to carry out his responsibilities under Article 9.1 the Contractor shall employ competent representative/s whose names shall previously have been communicated in writing by the contractor to the Employer to superintend the work.. The said representative/s shall be present at the site during working works and any written instructions that the Employer or his authorized representatives may give to the said representative/s of the contractor shall be deemed to have been given to the contractor.
- 9.2.2 The Contractor shall ensure that each individual of the contractor's personnel at site shall cooperate with the Employer and submitting reports as to the progress of contract all other agencies engaged in the work to avoid difficulties in carrying out the work. Failure to extend such cooperation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the contractor forthwith upon request by the Employer. In such cases, the contractor shall provide immediately competent personnel to replace such individual at the contractor's own cost. In case of disagreement as to the cause of such removal the decision of the Employer shall be final.

9.2.3 The Contractor's representatives shall be made available for such periods of the Employer may require and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the Contract.

9.2.4 During the execution of the work, no personnel other than the contractor or his duly appointed representatives, sub-contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the Employer or his authorized representatives. The contractor shall not object to the execution of the work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.

9.2.5 The work so far as it carried out in the Employer's premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Contractor all reasonable facilities for carrying out his work. The contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and regulations.

### **9.3 Program of work and Progress Reports:**

9.3.1 The Contractor shall submit at such times as may be required by the Employer or his authorized representatives the programs and order in which the contractor proposes to carryout the work with the dates and estimated completion times for various parts of the work.

### **9.4 General supervision by the Employer and Coordination:**

9.4.1 All the work shall be carried out under the general supervision and to the satisfaction of the Employer or his authorized representative.

9.4.2 The Contractor shall at all times work in coordination with the Employer and his authorized representatives. In respect of observance of local rules, administrative matters, coordination with other contractors and similar matters, the contractor and his personnel shall work under the coordination of the Employer.

### **9.5 PAYMENT OF TAXES:**

9.5.1 The Contractor shall pay all taxes for the personnel employed by the contractor for work arising out of their services in connection with contract. The Employer shall make necessary deduction towards Income Tax from the bills of the contractor with reference to the provisions of the section 194-C of the Income Tax Act, 1961.

### **9.6 Wages, Medical supervision etc.**

9.6.1 The Contractor shall not employ for the purpose of the work any person below the age of 18 years. The Employer shall have the right to decide whether any labour employed by the contractor is below the age limit and to refuse to allow any labourer, when he considers to be underaged to be employed by the contractor.

9.6.2 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those

established for similar work, trade or industry in the neighbourhood or established by machinery or negotiations or arbitrations to which the parties are employees and recognised organisations of workers engaged in trade or industry in the neighbourhood or prescribed by the State or Local authorities. In the absence of any rates or wages, hours or conditions by labour so established, the contractor shall observe conditions which are not less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the contractor is engaged are similar.

- 9.6.3 The Contractor shall make regular and prompt payments of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the contract is liable to be terminated.
- 9.6.4 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labour for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.
- 9.6.5 As a number of contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.
- 9.6.6 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.
- 9.6.7 The Contractor shall also be responsible for the observation of the above clauses by his sub-contractor.

**9.7 Withholding payment:**

- 9.7.1 The Employer may withhold the whole or part payment for the work claimed by the contractor, which in the opinion of the Employer, if necessary to protect himself from loss on account of defective work not remedies or guarantees not met, claims filed against the contractor, failure by the Contractor to make due payments for materials or labour employed by him, damage to another contractor and so on. When grounds for withholding payment are removed to the satisfaction of the Employer, payments of the amount due to the contractor will be made by the Employer without delay.

**9.8 Possession prior to completion:**

- 9.8.1 The Employer shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work in accordance with the contract.

## **10.0 STATUTORY AND OTHER REGULATIONS:**

- 10.1 The Contractor shall be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any sub-contractor and for any damages to the Employer's contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in force by or in respect of, any workmen employed by the contractor in carrying out the contract and against all costs and (without prejudice to any other means of recovery) the Employer shall be entitled to deduct from any money due or to become due to the contractor (whether under this contract or any other contract) all money paid or payable by the Employer by way of compensation aforesaid and/or for costs or expenses in connection with any claim thereto, and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the works of or any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any temporary works.
- 10.3 The Contractor shall conform in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or bye-laws.
- 10.4 In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to fair wages, the Welfare measure and safety of labour etc., will be deemed to be part of the contract.
- 10.5 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour from time to time employed by the Contractor on the site.
- 10.6 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot-paths or of any other person and contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

- 10.7 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.
- 10.8 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.
- 10.9 The use or sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, boarding houses, encampments, or other tenements owned, occupied by or within the control of the contractor or any of his employees, is strictly forbidden and the contractor shall exercise his influences and authority to the utmost extent to compliance with these conditions.
- 10.10 The Contractor must take sufficient care in moving his plant and equipment from one place to another so that they may not cause any damage to the property of the employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the employer is to be borne by the contractor.
- 10.11 The contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.

**11.0 DUE DATES OF PAYMENT:**

All payments to be made to the contractor, under this contract shall be by "Crossed Cheque" marked "A/C payee only within a reasonable time after the certification by the Employer or his authorized representative.

**12.0 DEDUCTION FROM CONTRACT SUM:**

The Employer shall be entitled to recover all costs, charges, damages or expenses which the Employer may have paid for which under the contract the contractor is liable by appropriating in part or whole from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Employer on demand the remaining balance due if any.

**13.0 NEGLIGENCE:**

- 13.1 If the contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the employer in connection with the work, or shall contravene the provisions of the contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the contractor liable for the damages that the Employer may sustain in this behalf. The

making good the failure, neglect or contravention hereunder will be done by the Contractor.

- 13.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the same making good, them and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may re-contract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.
- 13.3 In such event, the Employer shall without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- 13.4 If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up on the completion of the works may be said by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials tools, tackle or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.

**14.0 CONSTRUCTION OF CONTRACT:**

- 14.1 The Contract shall be governed by the laws of India.
- 14.2 This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view an "ex aequo et bone". This contract shall in all respects be constructed and operated as a contract as defined in the Indian Contract Act 1872, and save as otherwise expressly provided herein shall be governed by the provision of the said Act.

**15.0 RIGHTS OF THE EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:**

- 15.1 The probable quantities of the several items of work are furnished in the schedule of quantities and it must be clearly understood the contract is not a lump sum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire work shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the work should correspond thereto.

- 15.2 The Employer shall have power to vary or alter the extent scope and/or technical character of the work under the contract and the contractor shall be bound by the same.
- 15.3 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 15.4 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be resumed by the contractor based on a schedule to be mutually agreed upon between the Employer and the Contractor.
- 15.5 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such a suspension of work.
- 15.6 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfil his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.

**16.0 NON-WAIVER OF DEFAULTS:**

Failure of the Employer to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Employer will be exclusive of any other right or remedy and the employer will have all rights and remedies given under the contract and now or hereafter existing in law or by statute. The delivery by the contractor or receiving of or payment by the Employer for the work under this contract will not be deemed a waiver of the rights for any prior failure by the contractor to comply with any of the provisions of contract.

**17.0 GENERAL DIRECTIONS OF WORK:**

The contractor shall normally obtain and abide by the instructions given in writing by the Employer for carrying out the work pertaining to the contract. For this purpose, suitable records shall be maintained by the Employer to indicate instructions given to the contractor and acknowledgement thereof.

**18.0 WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:**

The Contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer and shall comply with and adhere strictly to the Employer's instructions and directions on any matter (whether mentioned in the contract or not) concerning the works. The contractor shall take instructions and directions only from the Employer or his authorized representative.

**19.0 SERVICE OF NOTICE ON THE CONTRACTOR:**

Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the contractor's principal place of business (or in the event of the contractor being company to or at its registered office, and at the contractor's site office.

**20.0 SERVICE OF NOTICE ON THE EMPLOYER:**

Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's last known address (or in the event of the Employer being a company to or at its registered office) and at the Employer's site office if such office exists.

**21.0 INDEMNITY:**

The Contractor assumes responsibility for and shall indemnify and save harmless the Employer, from all liability claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contractor's obligations under the contract or for which the contractor has assumed responsibility under the contract including those imposed under any contract, local or national laws or in respect to all salaries, wages or other compensation or all persons employed by the contractor, his sub contractors or suppliers in connection with the performance of any work covered by the contract. The Contractor shall execute and deliver and shall cause his sub-contractors and suppliers to execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate to the contract and to protect the Employer.

**22.0 INSURANCE:**

22.1 The Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of contract.

22.2 The contractor shall be responsible for effecting insurance under the Indian Workman's compensation Act, Third Party Liability insurance and any other insurance in accordance with the Indian Laws and regulations at his own cost.

22.3 The Employer shall not be responsible for any damage to the trucks/ trailers suffered by the Contract during the course of operation and the contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account shall be entertained by the Employer.

**23.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMGES ETC.**

23.1 On receipt of all plant, machinery, equipment and cement etc. the contractor shall assume custody there of and remain responsible there for until these are handed over to the Employer.

- 23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian be responsible for communicating to the Employer any shortages, breakages or damages etc. as soon as they come to his notice.
- 23.1.2 The entire cost of any material belonging to the Employer lost by the Contractor or any damage caused to such materials while in his care and custody shall be recovered from the contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the contractor.

**24.0 ARBITRATION:**

- 24.1 **If at any time, any question, dispute or difference** whatsoever shall arise between the COMPANY (Visakhapatnam Steel Plant) and the CONTRACTOR upon or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the adjudication of such question to the Arbitrator to be nominated by the Chairman-cum-Managing Director, RINL. In case the designation of the Chairman-cum-Managing Director is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director, RINL by whatsoever designation such officer is called shall nominate the Sole Arbitrator to adjudicate upon disputes and there shall be no objection to any such nomination/appointment that Sole Arbitrator is an officer employee of RINL. The officer nominated by Chairman-cum-Managing Director of RINL shall be the sole judge to decide the questions/claims/ disputes / differences referred to him for Arbitration and his decision shall be final and binding on both parties. The venue of Arbitration shall be the registered office premises of RINL. Visakhapatnam.
- 24.2 The provisions of the Indian Arbitration Act, 1996 and the rules made 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.

**25.0 FORCE MAJEURE:**

The Employer and the Contractor shall not be in any way liable for non performance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lockout, fire, riots, war or insurrection or restraint imposed by government, act of legislature or other authorities and by reasons of any other cause of whatsoever nature beyond the control of either party.

**26.0 DEATH, BANKRUPTCY ETC.**

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof or compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the Employer shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the receiver or liquidator or any person, in whom the contract may become vested to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a

guarantee up to an amount to be agreed for the due and faithful performance of the contract.

**27.0 GENERAL:**

- 27.1 Should there be any discrepancy, inconsistency, error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the contractor shall carry out the work in accordance with such decision.
- 27.2 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

ANEXURE-V

**TENDER NO: T&S/17/C&F-SEA (CHENNAI)/001 Dt: 30/12/2016**

**PROFORMA OF SOLVENCY CERTIFICATE**

Certified that Mr. /M/s. \_\_\_\_\_ is/are having  
his/their Bank Account with \_\_\_\_\_ Bank that  
he/they is/are solvent and that he/they has/have the Financial capacity to execute the work  
of **Clearing ,Forwarding, Transportation and door delivery at Central Stores Deptt /  
Plant Site of RINL/ Visakhapatnam Steel Plant, Visakhapatnam of Imported  
consignments arriving at Chennai SeaPort / CFS etc** for a value of **₹6 Lakhs (In  
words: Rupees six Lakhs only )** per annum. Their account operation with us for the past  
year/s is satisfactory.

**Signature/Designation**

**(Name of Authorised Signatory)**

**Name of Bank  
(Seal)**

**Date:**

**Place:**

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT  
(To be submitted on Non-judicial stamp paper of value of Indian rupees one  
Hundred drawn on the name of the issuing Bank)**

**TENDER NO: T&S/17/C&F-SEA (CHENNAI) /001 Dt: 30/12/2016**

**BANK GUARANTEE in lieu of Security Deposit  
(To be used by Scheduled Commercial Banks)**

In Consideration of the RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM duly constituted under the Indian Companies Act, 1956 (hereinafter called "The COMPANY") having agreed to exempt M/s. ....(name & address) .....(hereinafter called "the said CONTRACTOR) from the demand in cash towards Security Deposit, under the terms and conditions of an Agreement/LOA No: ..... dated .....made between the COMPANY and M/s..... to..... (.....)

(hereinafter called "the said Agreement) of Security Deposit for the due fulfillment by said CONTRACTOR(S) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees .....only)

We.....(Name of the Bank & address)..... do hereby undertake to guarantee the COMPANY to the extent of Rs.....(figures & words).

We.....(Name of the bank & address).....further agree that if a demand is made by the COMPANY for honouring the Bank Guarantee we.....(Name of the Bank & address) .....have no right to decline to cash the same for any reason whatsoever. The fact that there is a dispute between the said CONTRACTOR(S) and the COMPANY is no ground for us .....(Name of the Bank & address) ..... to decline to honour the Bank Guarantee. The very fact that we.....(Name of the Bank & address) decline to honour the Bank Guarantee is a sufficient reason for the COMPANY to enforce the Bank Guarantee unconditionally without any reference to the said CONTRACTOR(S).

We .....(Name of the Bank & address).....,further agree that a mere demand by the COMPANY is sufficient for us.....(Name of the Bank & address) to pay the amount covered by the Bank Guarantee without demur without reference to the said CONTRACTOR(S) and any protest by the said CONTRACTOR(S) cannot be a valid ground for us .....(Name of the Bank & address) .....to decline payment to the COMPANY.

We.....(Name of the bank) .....further agree that the guarantee herein contained shall remain in full force and effect during the period shall continue to be enforceable till all the dues of the COMPANY under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged, and till the COMPANY certifies that the terms and conditions of the said Agreement have fully and properly carried out by the said CONTRACTOR(S) and accordingly, discharges the guarantee subject however, that the COMPANY shall have no rights under this Bank Guarantee after the expiry of .....months from the date of its execution.

If a notice of demand is served on the Bank by the COMPANY before the expiry of the guarantee, then, notwithstanding anything to the contrary herein contained the liability of the Bank under this guarantee will continue until terminated by operation of law.

We .....(Name of the Bank & address).....further agree that the COMPANY shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or extend time of performance by the said CONTRACTOR(S) from time to time or to postpone for any time or from time to time, any of the powers exercisable by the COMPANY against the said CONTRACTOR(S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said CONTRACTOR(S) or for any forbearance act or omission on the part of the COMPANY or any indulgence by the COMPANY to the said CONTRACTOR(S) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.....(Name of the Bank & address).....

The COMPANY shall have the fullest liberty to claim payment of the amount or amounts from time to time under this guarantee, subject the ceiling limit of ₹ (BG Value) as referred to above and this guarantee shall not become invalid or in-fructuous because of the partial demands made by the COMPANY upon us for payment under the circumstances stipulated herein above and this guarantee shall hold good in favour of the COMLPANY to the extent of the balance amount covered under this Guarantee.

The Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch Office at Visakhapatnam situated at -----(address of local branch at Visakhapatnam)

We.....(Name of the Bank & address).....lastly undertake not to revoke this guarantee during its currency except with the prior consent of the COMPANY in writing.

Dated the .....day of .....two thousand and .....

FOR AND ON BEHALF OF  
(Name of bank &branch)

Signature:  
Name :

DULY CONSTITUTED ATTORNEY  
& AUTHORIZED SIGNTORY

Designation  
(Name of bank &branch)

Important: The BG should contain the following foot note “ Issuance of this bank guarantee may also be got confirmed from our controlling branch/office/ Higher authority(Name &Address)”

(Name of bank &branch) (Name of the Bank & address)

Dear Sir,

Sub: Submission of Bank Guarantee(BG)

Ref: 1) Tender No:  
2) LOI No:  
3) Your letter no: ..... DT ...

Enclosed please find herewith proforma for furnishing security deposit bank guarantee against the above referred tender and LOI.

Please note that the following are taken care of while furnishing the BG:-

1. The BG should be as per approved format.
2. The stamp should be of adequate value under the relevant state rules.
3. The stamp paper should be obtained in the name of the bank issuing BG.
4. The date of sale of stamp paper should be prior to the date of BG.
5. The BG should bear the number, date and seal of the issuing bank.
6. The BG should be signed on all pages.
7. The name, designation & code number of the officer /officers signing the BG to be mentioned against the signatures of respective Officer/officers.
8. The BG should contain the following foot note "Issuance of this bank guarantee may also be got confirmed from our controlling branch/office/ Higher authority (Name &Address)."

Yours faithfully,  
For RINL/ Visakhapatnam Steel Plant

**REPORT**

- 1 P.O No:
- 2 Vessel Name:
- 3 Name of the Feeder Vessel
- 4 Load Port / Discharge Port
- 5 BL No. & Date
- 6 Gross Weight / Net Weight (in Kgs & Cub Mtrs/ CFT)
- 7 No. of Containers
- 8 No. of Packages
- 9 Vessel arrived on
- 10 Vessel Sailed on
- 11 Original documents received by C&F Agent
- 12 Freight Bill etc collected by C&F Agent
- 13 Freight Bill Sent to VSP Date
- 14 BE / Check List Sent to VSP Date
- 15 EPAYMENT MADE BY RINL VSP DT
- 16 RELEASE OF FRT ETC TO SHIPPING LINE / FRT FORWARDER BY RINL VSP DT
- 17 Whether cleared within free time or not
- 18 If not, reasons for delay in clearance
- 19 Customs Examination completed on
- 20 Insurance Survey conducted on
- 21 Out come of survey
- 22 Free time allowed by CFS / CCTL / Vessel Owner
- 23 DO COLLECTED BY CHA DT
- 24 Consignment cleared date and date of dispatch
- 25 D.O issued date by Liner/shipping agents
- 26 BOE No. & Date
- 27 Additional Storage / Ground Rent charges paid
- 28 Whether delay attributable to VSP / C&F Agent , if so, reasons :
- 29 Vehicle No. through which the material dispatched\
- 30 Day Book No. & Date