

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
 (A Govt. of India Enterprise)

Marketing Department, Main Administration Building Visakhapatnam 530031
 Phone: 0891-2421104/2421046/2424125
 E-mail: prashantsagar@vizagsteel.com ; mktg_services@vizagsteel.com
 sarma_avss@vizagsteel.com
 Visit us at www.vizagsteel.com

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO.VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

CORRIGENDUM NO 2 DTD 17/03/2017

With reference to the above Tender Notice published in Newspapers on 07.02.2017, the following corrigendum may please be noted:

Cl. No./ Page No.	Existing	To be read as
Para 9 of Tender Notice	<u>LAST DATE & TIME FOR SUBMISSION OF TENDERS:</u> Upto 11 AM on 18/03/2017 in the Office of Deputy General Manager (Marketing) – Contracts at the above address. Part-A (EMD BID) of the Tenders shall be opened after the above time on the same day.	<u>LAST DATE & TIME FOR SUBMISSION OF TENDERS:</u> Upto 11 AM on 31/03/2017 in the Office of Deputy General Manager (Marketing) – Contracts at the above address. Part-A (EMD BID) of the Tenders shall be opened after the above time on the same day.

All other terms& Conditions of NIT remain unaltered.

Tenderers are requested to download the corrigendum also and submit copies of the same after signing on each page as a token of acceptance of the same along with the tender.

Sd/-
 Deputy General Manager
 Marketing-Contracts

(Tenderers shall submit a certificate as given below along with the Tender)

Certificate

To
DGM (Mktg) Contracts
Marketing Department
RINL/Visakhapatnam Steel plant
Visakhapatnam

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref:

- 1) OPEN TENDER NOTICE NO. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.
- 2) Corrigendum No.1 Dated 28/02/2017 to OPEN TENDER NOTICE NO. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.
- 3) Corrigendum No.2 Dated 17/03/2017 to OPEN TENDER NOTICE NO. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

We certify that we are submitting our offer after considering the detailed contents of the Corrigendum No. 1 & 2 as above downloaded from RINL website www.vizagsteel.com.

(Seal & Signature of the Tenderer)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
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Ref: OPEN TENDER NOTICE NO.VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

CORRIGENDUM NO 1 DTD 28/02/2017

With reference to the above Tender Notice published in Newspapers on 07.02.2017, the following corrigendum may please be noted:

Cl. No./ Page No.	Existing	To be read as
New Para 6.7 in Special Conditions of Contract (SCC) (Page 45)	-	Engineer Incharge shall inform the contractor atleast four(4) weeks prior to the preferred Laycan period (10 days) about the tentative quantity to be lifted (product wise; sum not exceeding the parcel size range) for the destination stockyard. The Contractor, within seven (7) days of receiving such intimation, shall nominate a suitable vessel and confirm the Engineer I/c with the exact quantity of parcel size required with a tolerance of $\pm 5\%$ (not exceeding the parcel size range).
New Para 3.3.1 of ITT (Page 10)	-	The leader/Lead Member of the consortium should be an Indian entity.
Para 4 of ITT (Page 11)	The Tenderer (all the members in case of consortium) should have registration with PF authorities and submit a copy of the Registration offer without which the offer shall be liable for rejection.	The Tenderer (all the members in case of consortium) should have registration with PF authorities (in case of Foreign entities as applicable) and submit a copy of the Registration offer without which the offer shall be liable for rejection.
Para 5 of ITT (Page 11)	The Tenderer (all the members in case of consortium) should have registration with ESI authorities and submit a copy of the Registration certificate. Copy of ESI Registrationoffer without which the offer shall be liable for rejection.	The Tenderer (all the members in case of consortium) should have registration with ESI authorities (in case of Foreign entities as applicable) and submit a copy of the Registration certificate. Copy of ESI Registrationoffer without which the offer shall be liable for rejection.

Contd...2

Cl. No./ Page No.	Existing		To be read as												
New Para 22.1.1 in Special Conditions of Contract (SCC) (Page 48) New Para 22.1.1	-		For the purpose of levying penalty on account of delays beyond the allowed transit period, the reporting time of the contractor's vehicle as recorded by Stockyard I/c at RINL destination stockyard for unloading of materials shall be considered as the ending of transit period. Penalties for delays, if any, shall be worked out accordingly.												
Table appearing in Para 4 of SCC(A) (Page 43) and also in 'Schedule of Rates' (Page 80)	<table><tr><td>Location</td><td>Destination ports for Unloading</td></tr><tr><td>Mumbai</td><td>Mumbai Port/Jawaharlal Nehru Port Trust</td></tr><tr><td>Ahmedabad</td><td>Kandla Port/Mundra Port</td></tr></table>	Location	Destination ports for Unloading	Mumbai	Mumbai Port/Jawaharlal Nehru Port Trust	Ahmedabad	Kandla Port/Mundra Port		<table><tr><td>Location</td><td>Destination ports for Unloading</td></tr><tr><td>Mumbai</td><td>Mumbai Port/ Jawaharlal Nehru Port Trust / Hazira Port/ Kandla Port/ Mundra Port</td></tr><tr><td>Ahmedabad</td><td>Kandla Port/ Mundra Port / Hazira Port/ Mumbai Port/ Jawaharlal Nehru Port Trust</td></tr></table>	Location	Destination ports for Unloading	Mumbai	Mumbai Port/ Jawaharlal Nehru Port Trust / Hazira Port/ Kandla Port/ Mundra Port	Ahmedabad	Kandla Port/ Mundra Port / Hazira Port/ Mumbai Port/ Jawaharlal Nehru Port Trust
Location	Destination ports for Unloading														
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Mumbai	Mumbai Port/ Jawaharlal Nehru Port Trust / Hazira Port/ Kandla Port/ Mundra Port														
Ahmedabad	Kandla Port/ Mundra Port / Hazira Port/ Mumbai Port/ Jawaharlal Nehru Port Trust														
Para 7.1.1 (a) of Tender Notice	The tenderer should have performed chartering/shipping of at least One Shipment of minimum 5,000 MT of Break Bulk Products in any one of the financial years 2013-14 to 2015-16. Shipment in this NIT refers to/meant by the movement of cargo from one port to any other Port.		The tenderer should have performed chartering/shipping of at least One Shipment of minimum 5,000 MT of Break Bulk Products in any one of the financial years 2013-14 to 2015-16. Shipment in this NIT refers to/meant by the movement of cargo from one port to any other Port. For this purpose, shipping experience as Vessel Owner / Desponent Owner shall also be considered.												
Para 7.1.3 (b) of Tender Notice	The Tenderer shall submit proof of experience by notarized copies of Bills of Lading (B/Ls), Charter Party (CP) Agreements etc. from Employers, duly notarized, of having successfully carrying out the above work. The charterer shall be the disponent owner of the vessel carrying the shipment.		The Tenderer shall submit proof of experience by notarized copies of Bills of Lading (B/Ls), Charter Party (CP) Agreements, Bills of Coastal Goods (BCG) etc. from Employers, duly notarized, of having successfully carrying out the above work. The charterer shall be the Desponent Owner of the vessel carrying the shipment.												
Para 9 of Tender Notice	<u>LAST DATE & TIME FOR SUBMISSION OF TENDERS:</u> Upto 11 AM on 08/03/2017 in the Office of Deputy General Manager (Marketing) – Contracts at the above address. Part-A (EMD BID) of the Tenders shall be opened after the above time on the same day.		<u>LAST DATE & TIME FOR SUBMISSION OF TENDERS:</u> Upto 11 AM on 18/03/2017 in the Office of Deputy General Manager (Marketing) – Contracts at the above address. Part-A (EMD BID) of the Tenders shall be opened after the above time on the same day.												

All other terms& Conditions of NIT remain unaltered.

Tenderers are requested to download the corrigendum also and submit copies of the same after signing on each page as a token of acceptance of the same along with the tender.

Sd/-
Deputy General Manager
Marketing-Contracts

Contd...3

(Tenderers shall submit a certificate as given below along with the Tender)

Certificate

To
DGM (Mktg) Contracts
Marketing Department
RINL/Visakhapatnam Steel plant
Visakhapatnam

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: 1) OPEN TENDER NOTICE NO. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

2) Corrigendum No.1 Dated 28/02/2017 to OPEN TENDER NOTICE NO. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

We certify that we are submitting our offer after considering the detailed contents of the Corrigendum No. 1 as above downloaded from RINL website www.vizagsteel.com.

(Seal & Signature of the Tenderer)

RASHTRIYA ISPAT NIGAM LIMITED
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INDEX OF TENDER DOCUMENTS

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO.**VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.**

This Tender Document consists of **80** Pages.

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**RASHTRIYA ISPAT NIGAM LIMITED
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NOTICE INVITING TENDER

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.**

Rashtriya Ispat Nigam Limited (**RINL**), Visakhapatnam Steel Plant (**VSP**), hereinafter referred to as the EMPLOYER, hereby invites SEALED BIDS IN THREE PARTS, i.e.

Part-A : EMD

Part-B : TECHNO-COMMERCIAL BID including PQC documents

Part-C : PRICE BID

(The three separate envelopes along with Tender Form should be kept in a Fourth envelope, sealed and super-scribed with the Subject, Tender No. & date and TOD)

in the prescribed form from experienced and established agencies for **APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.** The details are given below:

- 1. AVAILABILITY OF TENDER DOCUMENT:** The tender document shall be available on VSP's official website www.vizagsteel.com for downloading **FREE OF COST** on all days except on the last date for submission of tender. Tender document can also be obtained "Free of Charge" from DGM (Marketing) Contracts, RINL/VSP against a written request in case the Tenderer is unable to download from VSP's website.

Tender document includes:

- (i) Notice Inviting Tender (NIT)
- (ii) Tender Form
- (iii) Instructions to Tenderers (ITT)
- (iv) Declaration of Particulars
- (v) General Conditions of Contract (GCC)
- (vi) Special Conditions of Contract (SCC)
- (vii) Schedule of Rates
- (viii) Annexures – 1 to 11; and other supporting/relevant documents.

2. SUBMISSION OF TENDERS:

Tender for the subject work can be submitted by any COMPANY / PARTNERSHIP FIRM / SOLE PROPRIETOR having requisite experience as stated in Pre-Qualification Criteria in the fields of Shipping, Stevedoring and Road transportation.

Tender for the subject work can also be submitted by a CONSORTIUM having requisite experience as stated in Pre-Qualification Criteria in the fields of Shipping, Stevedoring and

Road transportation. The LEADER / LEAD MEMBER of the CONSORTIUM must have requisite experience of Transportation and /or Shipping and/or Stevedoring.

For further details, refer Pre-Qualification Criteria.

3. **INDICATIVE QUANTITY:**

The destination VSP Stockyard-wise indicative quantities, without any guarantee or assurance, are as below:

S.No	DESTINATION RINL STOCKYARD	INDICATIVE QUANTITY (MT/YEAR)	Parcel Size (in MTs)
1	KOCHI	60000	5000-7500
2	MUMBAI	75000	5000-7500
3	AHMEDABAD	90000	10000-12000
TOTAL		225000	

As the multimodal transportation through Coastal Movement is at a nascent stage, the first six (6) months of the contract shall be treated as trial period. Further execution of the contract, during the balance period shall be subject to complete satisfaction of RINL with the trial shipments.

4. **PARCEL SIZE:**

The Parcel size of each shipment will be in the range of **5,000 MT to 7500MT (Kochi, Mumbai) and 10000 to 12,000 MT (Ahmedabad)** as provided by RINL.

5. **CONTRACT PERIOD:**

The tenure of the contract for the subject work to be assigned against this tender would be for a period of **One year** from the date of Letter of Acceptance (**LOA**).

As the multimodal transportation through Coastal Movement is at a nascent stage, the first six (6) months of the contract shall be treated as trial period. Further execution of the contract, during the balance period shall be subject to complete satisfaction of RINL with the trial shipments.

6. **NO. OF AGENCIES:**

One Agency each for Destination Stockyards of Kochi on L-1 basis and One single common agency for Mumbai & Ahmedabad Destination Stockyards.

7. **PRE-QUALIFICATION CRITERIA (POC):** The tenderers participating in this tender should satisfy the following Pre-Qualification criteria:

7.1 **EXPERIENCE:**

The tenderer should have prior experience in the activities of **Road transportation, Stevedoring and Coastal Shipping** as below:

7.1.1 **Road Transportation:**

- The Tenderer, during any one financial year in the preceding three financial years (2013-14 to 2015-16), should have experience of transporting by road minimum **15000** MT per annum of Steel products and/or Industrial Cargo.
- The Tenderer shall submit proof of experience by Experience Certificate or Copies of Work Orders, Agreements, TDS certificates etc. from Employers, duly notarized, of having successfully carrying out the above work.
- The Tenderer should submit a notarized affidavit for arranging minimum **40** trucks and/or trailers (out of which atleast 50% owned), each of minimum 20MT capacity on own/lease basis and minimum **4** nos. owned of hydraulic cranes each of minimum 8MT capacity in working condition for deployment on own/lease basis.

In case of Lease, the Lessor of the Lease agreement or any other party will not have any right to exercise lien on the material of RINL. The tenderer should submit an undertaking from the Lessor to that effect before issue of LOA.

7.1.2 Stevedoring:

- a) The Tenderer should have stevedoring experience of at least **15000** MT per annum of Break Bulk Products at VPT or at any other port in India, during any one financial year in the preceding three financial years (2013-14 to 2015-16)
- b) Certificate in original to this effect is to be obtained from an authority in VPT or the respective Port Trust or the respective Dock Labour Board not below the rank of Traffic Manager/Asst. Traffic manager or Equivalent authority or the Deputy Chairman of DLB indicating the details of year-wise cargo handled. However, in case the Port authorities participating directly as Stevedoring Agencies are exempted from submission of the experience certificates.
- c) The Tenderer should submit a notarized affidavit for arranging minimum **40** trucks and/or trailers (out of which atleast 50% owned), each of minimum 20MT capacity own/lease basis and minimum **4** nos. of hydraulic cranes each of minimum 8MT capacity in working condition for deployment on own/lease basis and should arrange necessary equipment (Mobile Harbour Cranes etc.) for carrying out the stevedoring jobs at both the Load Port and the Destination Port.

In case of Lease, the Lessor of the Lease agreement or any other party will not have any right to exercise lien on the material of RINL. The tenderer should submit an undertaking from the Lessor to that effect before issue of LOA.

7.1.3 Coastal Shipping:

- a) The tenderer should have performed chartering/shipping of at least **One** Shipment of minimum **5,000** MT of Break Bulk Products in any one of the financial years 2013-14 to 2015-16. Shipment in this NIT refers to/meant by the movement of cargo from one port to any other Port.
- b) The Tenderer shall submit proof of experience by notarized copies of Bills of Lading (B/Ls), Charter Party (CP) Agreements etc. from Employers, duly notarized, of having successfully carrying out the above work. The charterer shall be the disponent owner of the vessel carrying the shipment.

In case of Lease, the Lessor of the Lease agreement or Head Owner of the Vessel or any other party will not have any right to exercise lien on the material of RINL. The tenderer should submit an undertaking from the Lessor to that effect before issue of LOA.

NOTE:

- (i) With reference to 7.1.1 (c) and 7.1.2 (c) above, it may be noted that the collective requirement on own/lease basis is minimum 40 nos. Trucks and/or Trailers, each of minimum 20MT capacity and minimum **4** nos. of hydraulic cranes each of minimum 8MT capacity in working condition for deployment for stevedoring and transportation together.
- (ii) Out of the minimum requirement of 40 trucks/trailers indicated at 7.1.1 (c) and 7.1.2 (c) above, the tenderer shall have minimum 50% of trucks/trailers on ownership basis.

7.2 FINANCIAL CAPACITY:

The Tenderer should have **Minimum Turnover Value of Rs. 1993 Lakhs (Rupees Nineteen hundred ninety three lakhs)** from the activities of Transportation and/or Stevedoring and / or Shipping in any one of the preceding 3 (three) financial years.

The tenderer shall submit a Turn Over Certificate (Original) from a practicing Chartered Accountant certifying **Minimum Turnover Value** of not less than **Rs. 1993 Lakhs (Rupees Nineteen hundred ninety three lakhs)** from the activities of Transportation and/or Stevedoring and/or Shipping in any one of the preceding **three** financial years (2013-14 to 2015-16).

The tender documents should be accompanied by self attested (signed with date and seal) copies of audited accounts for the preceding three financial years.

7.3 LICENSE:

7.3.1 Stevedoring License:

The tenderer shall possess valid stevedoring license for at least one of the ports specified in this tender (either for the relevant loading or the relevant unloading port) as on date of TOD.

In case of non-availability of license, the tenderer shall submit along with the tender a notarized affidavit indicating that the tenderer would necessarily obtain stevedoring licenses from all relevant ports within 30 days from the date of issue of Letter of Acceptance by RINL.

7.3.2 Registration with DLB/CHD:

The tenderer shall possess valid registration with Dock Labour Board (DLB) / Cargo Handling Division (CHD) for atleast one of the ports specified in this tender (either for the relevant loading or the relevant unloading port) as on date of TOD.

In case of non-availability of valid registration with DLB/CHD, the tenderer shall submit a notarized affidavit indicating that the tenderer would necessarily obtain registration with DLB/CHD from all relevant ports within 30 days from the date of issue of Letter of Acceptance by RINL.

7.4 Notarised Affidavit:

A notarised affidavit (Original) that they are not under liquidation or court receivership or similar proceedings or debarred from participation in any tender by any Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years.

Income-tax returns of latest three years filed with IT Department containing PAN reference along with acknowledgement copy of the same should be furnished in support of the above.

7.5 EARNEST MONEY DEPOSIT (EMD) - (FATAL CONDITION):

The Tender should be accompanied by Earnest Money Deposit (EMD) of **Rs. 75 lakhs (Rupees Seventy five lakhs only)** in the form of a Bank Guarantee (BG) or an Account Payee Pay Order (PO) / Demand Draft (DD) drawn in favour of Rashtriya Ispat Nigam Ltd., enforceable/payable at Visakhapatnam. Bank Guarantee should be valid atleast for 9 (Nine) months period from the date of issue of BG.

The BG/PO/DD of Co-operative banks are not accepted. Tenders not accompanied by the requisite EMD shall be rejected without any reference to the tenderer.

7.6 Offers of Tenderers not fulfilling the Pre-Qualification Criteria (PQC) as brought at para 7.1 to 7.4 are liable for rejection, at the discretion of RINL/VSP.

8. VALIDITY OF OFFER:

The offer is to be kept valid for acceptance for a period of **180 days** from the date of actual opening of the tender or such other extended period as mutually agreed.

9. LAST DATE & TIME FOR SUBMISSION OF TENDERS:

Upto **11 AM on 08/03/2017** in the Office of Deputy General Manager (Marketing) – Contracts at the above address. **Part-A (EMD BID)** of the Tenders shall be opened after the above time on the same day.

10. MODE OF EVALUATION:

The Tenderer should quote for all the items mentioned in the Schedule of Rates (i.e. Price Bid) for a destination. **Tenders with incomplete or consolidated rates shall be summarily rejected.**

In case of Kochi:

The tender evaluation shall be done on independent L-1 basis for appointing one agent for the destination stockyard.

In case of Mumbai & Ahmedabad:

Tenderers must offer their rates for both destination stockyards as the tender evaluation shall be done on the basis of combined L-1 value for appointing one agent commonly for both the destination stockyards.

The above arrangement is for tender evaluation purposes only.

Offers received with rates only for one destination stockyard (Mumbai or Ahmedabad) shall not be considered for evaluation.

Single EMD of Rs. 75 lakhs is envisaged for the tender. However, Security Deposit (SD) submission and Agreement signing are to be done for each destination RINL stockyard separately.

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE BOND :

The security deposit shall be as per the following details:

S.No	DESTINATION VSP STOCKYARD	SD Amount (Rs.)
1	KOCHI	85 lakhs (Rupees Eighty Five Lakhs only)
2	MUMBAI	99 lakhs (Rupees Ninety Nine Lakhs only)
3	AHMEDABAD	150 lakhs (Rupees One Hundred Fifty Lakhs only)

Upon acceptance of the Tender, the successful tenderer of each destination VSP stockyard shall, within 30 days from the date of LOA shall deposit with the Company by way of an Account Payee Pay Order (PO) or Demand Draft (DD) or a Bank Guarantee (in the prescribed form enclosed along with Checklist), from a Nationalized / Scheduled Commercial Bank having their Branch in Visakhapatnam and payable/enforceable at Visakhapatnam. Pay Order / Demand Draft / Bank Guarantee drawn on / obtained from Co-operative Banks are not acceptable. **No change in the prescribed proforma of BG shall be acceptable.**

DEPUTY GENERAL MANAGER (Mktg)-Contracts

TENDER FORM

From

To

The Dy. General Manager (Mktg.)
Marketing Department
Visakhapatnam Steel Plant
Visakhapatnam - 530031.

Dear Sir,

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO VSP STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement/2016-17/01 DT.07/02/17.**

In response to your tender notice no **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17** inviting offers for **APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCY FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO VSP STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS,** I/We

a Company / Partnership Firm / Sole Proprietor / Consortium (in the case of a Consortium, please set out here full names of all members of the Consortium) carrying business at hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and eighty (180) days from the date of actual opening of the Tender/extended period.

I/we hereby declare that we have read and understood and agreed to abide by and fulfil all the Terms and Conditions of Tender/Contract for **MULTIMODAL TRANSPORTATION AGENCY**, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my concern/our firm/consortium, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member or in any other way.

I/we have enclosed **in THREE separate sealed envelopes super scribed as**

- 1) Part A of Tender,** Bank Guarantee (BG) / Account Payee Demand Draft (DD) / Pay Order on Bank for _____ in favour of RASHTRIYA ISPAT NIGAM Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam, **as Earnest Money Deposit (EMD)** for this tender.
- 2) Part B of Tender, duly signed and stamped** Tender document including NIT, GCC, SCC, Annexures, etc. (1 Original Set and 2 Sets of Copies), notarised copies of documents relating to PF, ESI etc. and also requisite documents as **proof of the Pre-Qualification Criteria (PQC),**
- 3) Part C of Tender, the PRICE BID,** duly signed with Signature and Seal of the authorised signatory of the Tenderer on each page.

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

Date:

Yours faithfully,

(Signature and Seal of the Tenderer)

INSTRUCTIONS TO TENDERERS

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17**

1. SUBMISSION OF TENDERS:

The tender shall be submitted in three parts, each part duly super-scribed as Part- A / Part- B / Part- C & the Tender No & date and the Name & address of the Tenderer and all these three parts shall be put in an outer cover, sealed and super-scribed with details of Tender No & date and name and address of the tenderer. Details are as follows:

Part –A : in a sealed envelope which shall contain

- i. Covering Letter on the Letter head of the Tenderer (Leader/Lead Member in case of Consortium)
- ii. Earnest Money Deposit (EMD)
- iii. Declaration of the tenderer that rates are quoted for all items in the schedule of rates for the destinations opted/quoted for.

Part – B : in a sealed envelope shall contain Three sets (1 Original + 2 Copies) of the following:

- i. Tender Form; duly signed by the Tenderer
- ii. Tender Document, duly signed and stamped on all pages including the Terms and Conditions of Contract in token of acceptance, ANNEXURES etc.
- iii. All the documents/records as required in the Pre-qualification Criteria
- iv. All other documents and information except prices.
- v. Declaration of Particulars
- vi. Consortium agreement

Part-C : in a separate sealed envelope shall contain **only** Schedule of Rates duly filled-in. No caveat/conditions/qualification shall be enclosed in the price bid.

- 1.1 The tenderer should fill in the "Tender Form" and "Declaration of Particulars" forming part of the tender documents.
- 1.2 The tenderer should duly sign on every page of the tender documents including the Terms and Conditions of Contract in token of acceptance thereof, along with the rubber seal of the tenderer, indicating the name and the status of the signatory.
- 1.3 The rates quoted by the tenderer in the Schedule of Rates shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words shall prevail.
- 1.4 **Pre-Bid Conference:** RINL shall convene a Pre-bid Conference on **20/02/2017 at 11AM** (in the office of DGM(Mktg)-Contracts) to clarify queries, if any to the tenderers. During the Pre- bid conference or even otherwise the tenderers may discuss with the officers of Marketing Department of RINL with a view to familiarize himself with the nature and magnitude of the services required of him including requirement of land, transportation facilities, weighbridge, cranes and other equipment etc. By submitting a quotation, it shall be deemed that the tenderer is fully familiar with all the work connected with proposed work under this Tender and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. After the tender is submitted, no claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever, except to the extent specifically stipulated in this regard in the contract.

- 1.5 Tender submitted by a Company/Firm/Consortium shall be signed in the name of the Company/Firm/Consortium by a person authorised in this behalf and a Letter of Authorisation showing that the person, by the name and designation, signing the tender documents on behalf of the Company/Firm/Consortium, is duly authorised to do so, shall accompany the tender.

2. SUBMISSION OF EMD (FATAL CONDITION):

- 2.1. The tender shall be accompanied by Earnest Money Deposit of **Rs. 75 lakhs (Rupees Seventy Five Lakhs only)** (as prescribed in this Tender document) in the form of a Bank Guarantee or an Account Payee Demand Draft / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Nationalized / Scheduled Commercial Bank (excluding Co-operative Banks) enforceable/payable at Visakhapatnam. Instruments issued by Co-operative banks are not accepted.
- 2.2. EMD submitted in the form of BG shall be as per the proforma attached to this tender (**ANNEXURE-2**). No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. The Tenderer is required to submit the duly filled in Check list for Bank Guarantees, in the prescribed form enclosed along with the tender (**ANNEXURE-1**). The EMD BG shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank in Visakhapatnam and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee.
- 2.3. The EMD BG should be valid for 9 (Nine) months from the date of BG issuing date or such other extended period as mutually agreed. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, Contract Section, Marketing Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the tenderers, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Marketing Dept., Contracts Section,. with a covering letter to compare with the original BGs.
- 2.4. Public Sector Undertakings / Enterprises of Government of India / SSI Units / NSIC Units are eligible for exemption from submission of Earnest Money Deposit subject to fulfillment of Government guidelines issued in this regard and submission of documentary proof.
- 2.5. No request shall be entertained from any of the tenderers to adjust the amount of Earnest Money furnished in respect of a previous tender or from any amount lying in any form in their account with the Company.
- 2.6. The tenderers may please note that the EMD should be submitted either before opening or along with the Part-A: PQC Bid. **Tenders without requisite Earnest Money Deposit shall be summarily rejected** and the Part- B and Part- C of such Tenders shall not be opened.
- 2.7. In case of the successful tenderer, the Earnest Money shall be retained by RINL till Security Deposit as stipulated in the Contract for due fulfillment of the contract is submitted by him and confirmed by concerned Bank. In case the tenderer fails to submit the Security Deposit in the prescribed time after RINL communicates acceptance of the tender by LOA, the Earnest Money shall be forfeited.
- 2.8. The Earnest Money will be released to the unsuccessful tenderers as early as possible after placement of LOA without any interest. No interest shall be allowed on the Earnest Money deposited.
- 2.9. If the tenderer after submitting his tender, revokes or withdraws or amends his offer or modifies the terms & conditions thereof in a manner not acceptable to the Company, before the expiry of the validity or if Performance Guarantee Bond is not submitted within

the time allowed as per terms and conditions, the EMD shall be forfeited by RINL/VSP without any further reference to the tenderer.

3. CONSORTIUM:

Offer submitted by Consortium of two or more agencies as members must comply with the following requirements:

- 3.1. Original / duly notarised copy of the Consortium agreement, entered into by the Consortium members shall be submitted with the Tender (Model Consortium agreement format is at Annexure-11).
- 3.2. The offer shall include all the information required for a Tender as described in Tender Document including the eligibility criteria, for each Consortium member.
- 3.3. If the Contractor is a Consortium of two or more parties, all such parties shall designate one of them to act as a **LEADER / LEAD MEMBER** with authority to bind the Consortium; this authorisation shall be evidenced by submitting, along with the Tender, a power of attorney signed by legally authorised signatories of all the members of the Consortium.
- 3.4. Each member firm of the consortium shall furnish
 - i) Nature of business carried out by the member firms individually including Sl. No. of the relevant provisions of its Memorandum relating thereto.
 - ii) Notarised copies of previous experiences in similar project as well as work.
 - iii) Names and particulars, including addresses of all the Directors/Partners/Members.
 - iv) Relevant credentials, if any, duly notarised, with Reference list of the Consortium as well as its individual members.
 - v) In case the firm is registered as a Company, a self attested copy of "Certificate of Incorporation" issued under Companies Act, 1956, a copy of certified Balance Sheet and a self attested copy of Permanent Account Number (PAN) issued by Income Tax authorities; and similar documents under the provisions of the relevant Foreign Law.
 - vi) In case the firm is a partnership firm, self attested copies of "Certificate of Registration" as well as "Deed of Partnership".
 - vii) The Offer shall be signed by the 'Leader/ Lead Member' on behalf of all members of consortium so as to legally bind all members.
 - viii) The Leader/Lead member shall be authorised to incur liabilities and receive instructions for and on behalf of any & all members of the Consortium, and the entire execution of Contract, including payment, shall be done exclusively with the Leader/Lead Member or with the consent of the Leader/Lead Member to other members of the Consortium.
 - ix) All members of the Consortium shall be responsible, liable and bound to the employer jointly and severally for the execution of the Scope of Work under Contract in accordance with the terms and conditions of the Contract. However, the Leader/Lead Member of the Consortium shall be solely responsible for the integration, interface, coordination and completeness of the entire Scope of Work including establishment of Performance Guarantees under the Contract.
 - x) Each of the members or combination of the members must meet the respective Pre-qualification Criteria. Failure to comply with this requirement will result in rejection of the Consortium's offer.

- xi) Member of one Consortium shall not be allowed to become a member in any of the other Consortiums for the same Tender. If the same is found, the offers of all such consortiums shall be rejected.
- 3.5. The composition or the constitution of the Consortium shall not be altered without the prior approval of the Employer in writing.
- 3.6. All employees, representatives or sub-contractors engaged by the Consortium in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be the Employees of the Employer, and nothing contained in the Contract or in any sub-contract awarded by the Contractor shall be construed to create any Contractual relationship between any such employees, representatives or sub-contractors and the Employer.

4. PF REGISTRATION:

The Tenderer (all the members in case of consortium) should have registration with PF authorities and submit a copy of the Registration certificate. Copy of PF Registration Certificate or any other proof of PF Registration (signed by PF authorities) should be submitted **in the PART-B of the Tender Document** and PF Challan will not be considered, as proof of PF registration. Application for PF registration or sub contractor's PF registration will not be sufficient. **Tenders without submission of proof of PF registration shall be liable for rejection.** In case there is any change in the name of the tenderer, with the name appearing in the PF registration certificate, a letter or any proof of such acknowledgement from the PF authorities, acknowledging the change of name, shall be submitted along with the offer without which the offer shall be liable for rejection.

5. ESI REGISTRATION:

The Tenderer (all the members in case of consortium) should have registration with ESI authorities and submit a copy of the Registration certificate. Copy of ESI Registration Certificate or any other proof of ESI Registration (signed by ESI authorities) should be submitted **in the PART-B of the Tender Document** and ESI Challan will not be considered, as proof of ESI registration. Application for ESI registration or sub contractor's ESI registration will not be sufficient. **Tenders without submission of proof of ESI registration shall be liable for rejection.** In case there is any change in the name of the tenderer, with the name appearing in the ESI registration certificate, a letter or any proof of such acknowledgement from the ESI authorities, acknowledging the change of name, shall be submitted along with the offer without which the offer shall be liable for rejection.

- 6.** The tenderer shall, along with the tender, furnish self attested (signed with date and seal) copies of all the relevant documents called for. Wherever, a copy is submitted, the same shall be duly authenticated by a Notary.

The offer submitted by a Tenderer shall inter-alia include the following:

- i) Complete Tender Document, duly signed and affixed with rubber stamp on all pages by the tenderer, including the Terms and Conditions of Contract in token of acceptance thereof.
- ii) Earnest Money Deposit.
- iii) Turnover Certificate (Original) from practicing Chartered Accountant.
- iv) Experience Certificate from Employer in original and copies of Work Orders/Agreements etc. as proof of experience as required in PQC of Notice Inviting Tender.
- v) Copy of PF Registration Certificate or any other proof of PF **Registration** (signed by PF Authorities).

- vi) Copy of ESI Registration Certificate.
 - vii) List of existing Branch Offices or authorized agents (if any).
 - viii) Copy of partnership deed and proof of registration of the Firm in case of Partnership Firms and certified copy of Memorandum and Articles of Association in case of Companies.
 - ix) Copy of audited accounts for the last three financial years.
 - x) A notarised affidavit (Original) that they are not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years, supported by IT returns.
 - xi) In case of Work experience produced by the Tenderer in the field of Stevedoring, a Copy of Stevedoring License issued by Port Authorities in favour of the Tenderer.
 - xii) Documents as proof of fulfilment of PQC as mentioned in Notice Inviting Tender.
 - xiii) Solvency Certificate from Banker as per the Proforma placed at ANNEXURE-4 should be submitted.
 - xiv) Consortium Agreement.
 - xv) Notarised Affidavits as mentioned in PQC.
- 7.** Tenders incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection, at the discretion of RINL. The tenderer should be in a position to produce originals of all the above documents whenever called for. Failure to produce the originals in support of the attested copies of the above documents submitted earlier would result in disqualification and forfeiture of EMD.
- 7.1** RINL/VSP shall at its discretion give equal opportunity to all the tenderers for clarification/rectification of any deficiencies in the tender and seek clarifications / confirmations / documents / withdrawal of deviations from the Terms and Conditions of the Tender before opening the Price Bids. In case failure to rectify the deficiencies within the time given, the tender shall be processed based on the available documents and as such the offer is liable for rejection. RINL/VSP shall not give time as above for submission of EMD. Submission of EMD as per Terms and Conditions of the NIT is a fatal condition.
- 8.** If it comes to the notice of VSP at any stage right from issue of tender document that any of the certificates/documents submitted by Tenderer are found to be false/fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/Security Deposit etc, if any, will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fallouts like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.
- 9.** The tenderer should not alter the Terms and Conditions of Contract and other documents given in the Tender Document downloaded from Website. If he wishes to stipulate any deviations to the Terms and Conditions of Contract etc., the same should be given in a separate **STATEMENT OF DEVIATIONS** forming part of Part-B of the tender. RINL/VSP reserves the right to accept / reject the deviations. Further, if the tenderer fails to withdraw the deviations, on being requested to do so, RINL/VSP shall have the right to reject the tender.
- 10.** RINL/VSP reserves the right to negotiate with the Central Government Departments / Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest tender and award the work, as per the guidelines issued from time to time by Government of India.

- 11.** The Contractor shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the Contractor in connection with discharge of his obligations under this contract, except Service Tax. The Company shall reimburse the Service Tax paid by the Contractor. The Company/Employer shall no way be responsible for paying such Taxes and Duties. No increase on the quoted rates shall be allowed on account of any increase in statutory levies except service tax.

The rates quoted will be deemed to include the cost of materials , consumables, labour, tools and tackles ,plant, cranes, machinery, trucks, equipments, berthing charges, port levies, all expenses in relation to shipping etc. required for due performance of the work as per instructions of the Company/Employer or its authorized representative . The quoted rates shall include cost of marine insurance, inland transit including interim storage insurance etc.

- 12. MODE OF EVALUATION:** The evaluation shall be done on L-1 basis for all the destination RINL stockyards as per the details given below:

In case of Kochi:

The tender evaluation shall be done on independent L-1 basis for appointing one agent for the destination stockyard.

In case of Mumbai & Ahmedabad:

Tenderers must offer their rates for both destination stockyards as the tender evaluation shall be done on the basis of combined L-1 value for appointing one agent commonly for both the destination stockyards.

Total Handling Value (THV) for each destination RINL stockyard shall be arrived by multiplying the indicative quantity and the quoted rates.

Eg.:

THV from VSP to KOCHI Stockyard = Indicative Qty * (Item 1 + Item 2 + Item 3 of Schedule of Rates).

- 13. ACCEPTANCE OF TENDER:**

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

The Tender document including Notice Inviting Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions, and the Schedule of Rates quoted against the items of the Tender Schedule together with Letter of Acceptance (LOA) awarding the work shall form the contract. If there is any conflict between any of the provisions in any of the documents referred to, the provisions in the Special conditions of contract shall prevail.

- 14. SIGNING OF AGREEMENT:**

The contractor has to sign an agreement in the prescribed proforma at **Annexure-9** within a period of one month from the date of LOA. Payment for the work carried out shall be withheld till such time the agreement is signed if the delay is attributable to the Contractor.

- 15.** The successful tenderer should produce the originals of the documents/certificates for verification as and when demanded by the Employer. Failure to produce the same would result in disqualification and forfeiture of EMD/SD.
- 16.** Preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

17. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
18. **RIGHT TO ACCEPTANCE/REJECTION OF TENDERS AND AWARD OF CONTRACT:**
The acceptance of tender and award of the contract on one contractor will rest with the COMPANY. The COMPANY does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
19. RINL/VSP reserves the right to accept / reject any or all tenders either in part or in full or split up and award the work to more than one agency without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.
20. The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with submission of his tenders even though the Company may select to withdraw the invitation to Tender.
21. Rashtriya Ispat Nigam Limited reserves the right to issue / refuse to issue tender document and to accept or reject any or all tenders either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

22. **INTEGRITY PACT:**

Tenderer is required to unconditionally accept the "Integrity Pact" (**ANNEXURE-8**) which is also available in RINL's website and shall submit the same duly signed along with his commercial bid. Offer of the Tenderer received without Integrity Pact duly signed, shall not be considered.

- 22.1. The details of Independent External Monitor (IEM) under the Integrity Pact for this tender are given hereunder :

Sl.No.	Name of the Independent External Monitor (I E M)
1	Sri Venu Gopal K Nair, P-1, Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, Thevara, Cochin – 682 013. Contact Numbers: Mobile: 9447500010 , P & T: 0484-2664223 E-mail: vgknair@gmail.com
2	Sri S. P. Rao, Flat No.4H, South Park Apartment, Opp.HDFC Bank, Nallagandla Bypass Road, Nallagandla, Seri Lingampalli, Hyderabad- 500019 Contact Numbers: Mobile: 9908511188 E-mail: sivaprasadrao1950@gmail.com; spr50@rediffmail.com

- 22.2. The details of the Nodal officer in terms of Integrity Pact is as below:

SI No.	Nodal officer
1	Sri A. Bhattacharya, GM(MM) Main Administrative Building, III Floor, Visakhapatnam Steel Plant, Rashtriya Ispat Nigam Limited, Visakhapatnam- 530 031. Contact Number: +91-891-2519503 E-mail: agnimitra@vizagsteel.com

23. **ETHICS:**

- 23.1. If it comes to the notice of RINL/VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false / fake / doctored, the party will be debarred from participation in all RINL/VSP tenders for a period of 5 years including termination of contract, if awarded. EMD / Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in RINL/VSP will also be terminated with

attendant fall outs like forfeiture of EMD / Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL/VSP Management will be final and binding.

- 23.2. The Company requires that bidders / contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract / contracts if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

24. AMENDMENT TO TENDER TERMS AND CONDITIONS:

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

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

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)

Marketing Department, Main Administration Building Visakhapatnam 530031

Phone: 0891-2421104/2421046/2424125

E-mail: prashantsagar@vizagsteel.com; mktg_services@vizagsteel.com

sarma_avss@vizagsteel.com

Visit us at www.vizagsteel.com

DECLARATION OF PARTICULARS

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.**

1) Details of Tenderer:

A) In the case of Individuals / Sole Proprietorship Concerns:

(i) Full Name, Style, Address & Place of Business :

(ii) Previous Experience (Details to be furnished) :

B) In case of Partnership Firms:

(i) Full Name, Style, Address & Share of each Partner :

(ii) Previous experience of Firm & Partners :
(Details to be furnished)

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

(iv) Particulars of Registration of the Firm
under the Partnership Act :

C) In case of companies:

(i) Name, Date of Registration, :
including Date of Commencement Certificate in
case of Public Companies (Certified copies of
Memorandum and Articles of Association and
certificate of incorporation/ commencement of
business to be submitted)

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

(iii) Name, particulars & address of all the Directors :

(iv) Previous experience (Details to be furnished) :

(v) Authorised, Subscribed & Paid up capital :

- (vi) If nature of business covered in the tender differs from the business for which the Company is registered, a copy of the resolution for effecting such changes in the memorandum of Association along with proof of filing the same with the Registrar of Companies is to be submitted.

D) In case of Consortium:

Sl. No.	Name of the Consortium Member Firm	Status of the Member Firm (Sole proprietor / Partnership firm/ Company)	Status of the member firm in Consortium (Member or Leader/Lead Member)
(Add rows if required)			

- 2) Are you doing business in any other name? :
If so, details thereof and extent of interest of Directors / Partners / Sole Proprietor of the applicant, in those businesses to be furnished :

- 3) Are you / your partners / directors having any relatives working in RINL, VSP ? :
If so, furnish details :

- 4) Name and address of Bankers :

- 5) Are you willing to submit Security Deposit, for due fulfillment of contract, as mentioned in the appendix for all the items awarded to you :

- 6) Details of Road Transportation, Stevedoring and Coastal Shipping contracts handled with Quantity details of each of the activities during the preceding three financial years :
(Copies of Employers' certificate/Work Orders etc. regarding experience are to be submitted)

Quantities in

2013 - 14:
2014 - 15:
2015 - 16:

- 7) Turn-over from activities of Transportation, Stevedoring and Shipping during each of the last Three financial years (Copies of audited accounts and Certificate from practicing Chartered Account to be submitted)

Turnover in

2013 - 14:
2014 - 15:
2015 - 16:

- 8)** Are you registered with PF Authorities :
(Copy of PF Registration Certificate to be submitted)
- 9)** Are you registered with ESI Authorities :
(Copy of ESI Registration Certificate to be submitted)
- 10)** What is your Income Tax Permanent Account No.:
- 11)** Are you having Branch Offices or authorised agents at Visakhapatnam as well as at the Destination Branches quoted in the Schedule of Rates in this Tender (List of existing Branch Offices or authorised agents to be submitted)
- 12)** Are you willing to open Branch Offices /appoint authorised agents within 30 days of placement of order, wherever Branch Offices / authorised agents are not existing, as above
- 13)** Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings
- 14)** Has your financial net worth been negative during the preceding three financial years
(a notarised affidavit is to be submitted against Points-14&15)
- 15)** Do you own any trucks and trailers?
If so, furnish details of Make, Capacity, Registration No. etc.
- 16)** Are you having a developed yard, which is owned by you / taken on Lease in the Visakhapatnam Port Area / Gangavaram Port /In the Vicinity of the Visakhapatnam Port Area or Gangavaram Port (within a radius of 10 km), for exclusive use of storing the Employer's Material ?
If not, are you willing to arrange the same With in 30 days from the date of award of contract?
Indicate the details of the same.

For _____

Signature _____

Full Name _____

Date:

Seal/Rubber Stamp

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)

GENERAL CONDITIONS OF CONTRACT (GCC)

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17**.

1.0 DEFINITIONS

The following terms or expressions, as used in "General Conditions of Contract", "Special conditions of contract", "Notice Inviting Tender (NIT)" and "Tender Schedules" shall have the meaning hereunder except where the context otherwise requires.

- 1.1 "Company"/"Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered office at Administrative Building, Visakhapatnam - 530031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include employer's representatives, their successors and assigns.
- 1.2 "Plant" or "VSP" shall mean the Premises of Visakhapatnam Steel Plant, Visakhapatnam and shall be herein referred to as VSP.
- 1.3 "Site" shall mean the place or places envisaged by the Employer at which the services are to be performed under the contract.
- 1.4 "Tenderer" shall mean the person, firm/ corporation, consortium of two or more agencies represented by its leader/Lead Member submitting a tender against the NIT and shall include his/ its/ their heirs, executors, administrators, legal representatives, successors and assigns.
- 1.5 "Contractor" shall mean the AGENCY/tenderer whose tender has been accepted and shall include his/ its/ their heirs, Executors, Administrators, legal representatives, successors and assigns approved by the Employer.
- 1.6 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- 1.7 "The Contract" shall mean the NIT, General Conditions of Contract, Special Conditions of Contract, Rates and amounts accepted against the items of the Schedule of rates together with all correspondence addressed to 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.
- 1.8 "NIT" shall mean and/or include enquiry for the performance of service or services in connection with the activities of "MULTIMODAL TRANSPORTATION AGENCY FOR COASTAL MOVEMENT OF RINL STEEL PRODUCTS FROM ITS PLANT TO VSP STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS".
- 1.9 "Engineer I/c" shall mean In-charge of Logistics/Planning & Despatch Section, Marketing department or the designated officer who is In-charge of the present contract. He will be

the Engineer Incharge who will be coordinating the operations under the contract including due certifications wherever required.

- 1.10 "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. (1 Kg = 1000 Grams). One ton shall mean Metric Ton.
- 1.11 "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.
- 1.12 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.
- 1.13 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect materials or work under the contract or his duly authorised agent.
- 1.14 "In Writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode of representing or reproducing words in a visible form.
- 1.15 "Notice in Writing" or "Written Notice" shall mean notice in written typed or printed Characters delivered personally or otherwise proved to have been sent by registered post/speed post/fax/e-mail etc. to the last known private or business house or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it might have been delivered.
- 1.16 "Letter of Acceptance (LOA)" shall mean intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.17 Words importing persons shall include firms, Corporations, associations or body of individual incorporated or not. Words importing masculine or singular number shall also include the feminine gender number and vice versa where the contract so requires.
- 1.18 Area in and around Port (Visakhapatnam Port Trust /GPL, Visakhapatnam) including area for stacking, berthing etc., shall be herein referred to as Port.
- 1.19 Destination will mean the designated stockyard of RINL/VSP, to which the material is consigned from Visakhapatnam Steel Plant.

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 in these 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 of the contract.

4.0 SECURITY DEPOSIT & ITS FORFEITURE:

- 4.1 The Tenderer should submit Security Deposit cum Performance Guarantee for an amount as specified in para-11 of NIT within 30 days from the date of LOA by way of an Account Payee Pay Order (PO) or Demand Draft (DD) or a Bank Guarantee (in the prescribed form enclosed along with Checklist), from a Nationalized / Scheduled Commercial Bank (excluding Co-operative Banks) having their Branch in Visakhapatnam and payable/enforceable at Visakhapatnam in the proforma given by Employer at **ANNEXURE-3** of the Tender document. **No change in the prescribed proforma of BG shall be acceptable.**
- 4.2 In case of failure of the Contractor to submit the Security Deposit within the stipulated time, the Earnest Money deposited by the tenderer shall be forfeited and the Employer shall terminate the contract at the risk and cost of the successful tenderer.

- 4.3 The Bank Guarantee furnished towards the security deposit as aforesaid shall be kept valid and in full force and effect for a period of **6 (six) months** beyond the stipulated expiry period of the contract.
- 4.4 The Security Deposit BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to RINL, P&D Section, Marketing Dept., under registered post (A/D). In exceptional cases, where the BGs are received through the tenderers, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, P&D Section, Marketing Dept., with a covering letter to compare with the original BGs.
- 4.5 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.
- 4.6 The Security Deposit furnished by the contractor 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.
- 4.7 The Security Deposit is liable to be forfeited or appropriated towards any loss that may be sustained by the Company as a result of any act or omission on the part of the contractor.
- 4.8 In the event of any breach of any of the terms and conditions of the contract, the Company/employer shall have (without prejudice to other rights and remedies) the rights (i.) to suspend further allocation of work to the contractor and (ii) to forfeit the Security Deposit furnished by the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Company due to contractor's negligence or unsatisfactory performance of any service under the contract and (iii) to terminate the contract. The decision of the Engineer I/c in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractor.
- 4.9 In the event of the Security Deposit being insufficient or if the Security Deposit has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be deducted from any sum then or thereafter become due to the contractor under this or any other contract with the company. Should the sum also be not sufficient to cover the full amount recoverable, contractor shall pay to the company on demand the remaining balance due and it shall be deemed a debt due from the Contractor to the Company/ Employer and shall be recovered accordingly.
- 4.10 In case of any loss / damage suffered by the Company/ Employer due to any negligence / failure or non-performance on the part of the Contractor of any of the provisions of the agreement the Company/ Employer reserves the right to recover such losses and damages or dues from the Contractor by adjusting from Contractor's bills or by encashing the Bank Guarantee furnished by the Contractor.
- 4.11 The decision of the Employer as to the amount of the loss / damage suffered by the Employer or dues payable by the Contractor in such cases shall be final and binding on the Contractor. The recoveries set out above shall be without prejudice to the rights of the Employer under the agreement or under law.
- 4.12 In case the Security Deposit falls short due to partial/full encashment/adjustment, the same shall be made good within 7 days so that the total amount of security deposit shall not be less than the specified amount of the Contract. In case the Contractor fails to do so,

the Company/ Employer reserves his rights to terminate the contract at the risk and cost of the Contractor and black list the contractor for three years.

- 4.13 The Security Deposit/Bank Guarantee submitted towards Security Deposit shall be returned/ released only after the expiry / termination of the Contract and satisfactory performance of the work and on completion of all the obligations by the Contractor under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the parties. Before return of Security Deposit/release of the Bank Guarantee submitted towards Security Deposit, the Contractor shall submit a **No Claim Certificate** in the format at **Annexure-6** to the effect that no claim by him is pending for consideration by the Employer.

5.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

- 5.1 The Contractor shall be entirely responsible for the due performance of the contract in all respects.
- 5.2 The Contractor shall not sub-let, transfer or assign the contract or any part thereof without the prior written permission of the Company/ Employer. In the event of the contractor contravening this condition, the Company/ Employer shall be entitled to place another Contractor 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 Company/ Employer may sustain as a consequence or arising out of such replacing of the contract.

5.3 Co-operation with other Contractors:

The contractor shall co-operate with the Company/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 Company/ 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 Company/ Employer of any problems in time. The contractor should comply with the rules and regulations of Company/ Employer in the performance of the contract.

5.4 Responsibility for completeness:

- 5.4.1 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 Company/ 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.
- 5.4.2 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 Company/ Employer in writing in order that such doubt may be removed.

6.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

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

7.0 ACCESS TO SITE:

- 7.1 Subject to Clause 7.3 of GCC, access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.

- 7.2 In the execution of the work, no person other than the contractor, permitted subcontractor and his or their employees shall be allowed on the site except with the written permission of the Employer.
- 7.3 The access to the site referred to in Clause 7.1 of GCC above, shall not be exclusive to the Contractor but only to enable him to execute the work. The contractor shall afford to the Company/ employer and to the other contractors, whose names shall have been previously communicated in writing to the contractor by the Company/ Employer, reasonable facilities for the execution of the work concurrently with his own as per the decision of the Company/ Employer.
- 7.4 The gate passes for the workers/employees of the contractor shall be provided by the employer at applicable charges.

8.0 OBLIGATIONS OF THE CONTRACTOR:

- 8.1 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.
- 8.1.1 Ensuring coordinated handling & transportation of steel products from plant to designated port yard as directed by the Company/ employer, unloading and stacking at port area, loading and transporting to the wharf, hooking and on board stevedoring, lashing and securing the material in the holds of the ship, unloading & stacking at destination Port and transportation of steel products from destination Port yard to designated VSP Stockyard and handing over the material to VSP.
- 8.1.2 Providing watch and ward to ensure security and safety of materials right from the time of loading of the materials from the Company/ Employer's plant till the time these are delivered at the VSP destination stockyard and obtaining a clear receipt/certificate from the In-charge of the VSP destination stockyard about quantity of the material delivered.
- 8.1.3 The contractors transport vehicles entering the Company/ employer's plant shall first take the tare weight at Company/ employer's Weigh Bridge. Thereafter the transport vehicles shall proceed to the designated place as directed by employer and the material would be loaded into the transport vehicle with the help of Company/employer's cranes. The transport vehicle thereafter shall take the weighment with the material loaded at the Company/ employers weigh bridge. The difference of the Tare weight and Gross weighment with material would be the quantity of material handed over to the contractor. Contractor would ensure that total quantity handed over to him is properly accounted for. If there is any shortage detected at any point of time during the contract period, including extended period the recovery will be affected as per clause no. 23 (Shortage/Damages) of Special conditions of the contract. **The weights recorded at the Employer's Weigh Bridge will be final and binding.**
- 8.1.4 The contractor shall provide necessary supervisory personnel, staff, skilled, semi-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 Company/ employer for adequate reasons, discharge any personnel not acceptable to the Company/ Employer and engage fresh labour in replacement.
- 8.1.5 Complying with the instructions of the Company/ Employer in the interest or satisfactory progress and completion of the general work according to the schedule.

- 8.1.6 Making all arrangements to ensure that other work is not impeded and workmen not endangered.
- 8.1.7 Affording the Company/ 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 Company/ Employer.

8.2 Contractor's representatives:

- 8.2.1 In order to carry out his responsibilities under the contract, the contractor shall employ competent representative/s whose names shall previously be communicated in writing by the contractor to the Company/Employer to superintend the work. The said representative/s shall be present at site during working hours and any written instructions that the Company/ 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.
- 8.2.2 The contractor shall ensure that each individual of the contractor's personnel at site shall co-operate with the Company/ Employer and submit reports as to the progress of contract of all other agencies engaged in the work to avoid difficulties in carrying out the work. Failure to extend such co-operation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the contractor forthwith upon request by the Company/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 Company/Employer shall be final and binding.
- 8.2.3 The contractor's representatives shall be made available for such periods as the Company/ 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.
- 8.2.4 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 authorised representatives. The contractor shall not object to the execution of the work by other agencies and shall afford them any facility for the execution of their several works simultaneously with his own.
- 8.2.5 The work so far as is carried out in the Company/ Employer's premises, shall be carried out at such times as the Company/ Employer may approve and so as not to interfere unnecessarily with the conduct of the Company/ Employer's business. The Company/ 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 in force.

8.3 Programme of work and Progress Reports:

- 8.3.1 The contractor shall submit at such times as may be required by the Company/ Employer or his authorised representatives the programmes and order in which the contractor proposes to carry out the work with the dates and estimated completion times for various parts of the work.

8.4 General supervision by the Employer and Co-ordination:

- 8.4.1 All the work shall be carried out under the general supervision and to the satisfaction of the Company/ Employer or his authorised representatives.
- 8.4.2 The contractor shall at all times work in co-ordination with the Company/ Employer and his authorised representatives. In respect of observance of local rules, administrative matters,

co-ordination with other contractors and similar matters, the contractors and his personnel shall work under the co-ordination of the Company/ Employer.

8.5 Payment of Taxes:

- 8.5.1 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 Company/ Employer shall make necessary deductions towards Income Tax and any other deductions as required under statute from the bills of the contractor.

8.6 Wages, Medical Supervision etc.:

- 8.6.1 The contractor shall not employ for the purpose of the work any person below the age of 18 years. The Company/ 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 under aged to be employed by the contractor.
- 8.6.2 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 neighborhood or established by machinery or negotiations or arbitration to which the parties are employees and recognized organizations of workers engaged in trade or industry in the neighborhood or prescribed by the state or local or any other statutory authorities. In the absence of any rates of wages, hours or conditions by labour so established, the contractor shall observe conditions which are no 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.
- 8.6.3 **Payment Of Minimum Wages:** Wages paid to the workmen by the Contractor should not be less than the rates notified by the Commissioner of Labour, Government of India, with regard to the minimum wages applicable to the respective category of workmen. Wages to the workmen should be paid on or before the 7th of the subsequent month after the last day of wage-period. If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of Provident Fund for the month, both the Company/ employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be deposited in any branch of State Bank of India in the permanent Provident Fund code numbers of the Contractor and challan obtained on or before the 15th of the subsequent month as per Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and forwarded to the Representative of the Company/ Employer."

Further, Payment of Employees' State Insurance Fund for the month, both the Company/ employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be deposited in the designated State Bank of India for this purpose in the permanent Employees State Insurance code number of the contractor and challan obtained on or before the 21st of the subsequent month as per the Employees' State Insurance Act, 1948 and forwarded to the Representative of the Company/ Employer."

The Contractor shall make regular and prompt payment of wages to the labourer engaged in the work and in no case shall the payment be delayed more than 7 days, following the period for which the wages are due. The Contractor must make prompt payments to the Labour failing which appropriate action shall be taken by RINL.

- 8.6.4 The Company/ Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood and the decision of the Company/ Employer regarding this will be final and binding.

- 8.6.5 As a number of contractors may be working at the same time in the plant, there is need for pursuance of coordinated policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Company/ Employer on all such matters to arrive at mutually agreed settlements.
- 8.6.6 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Company/Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Company/ Employer, it is necessary for the protection of other employees or their families the contractor shall arrange to move any of his employees found to be suffering from contagious diseases to a hospital. The contractor shall, if required by the Company/ Employer, subject all his employees to regular medical checkup and produce satisfactory evidence of their being free from any contagious disease.
- 8.6.7 The contractor shall also be responsible for the observation of the above clauses by his sub-contractors.

8.7 Withholding payment:

- 8.7.1 The Company/ Employer may withhold the whole or part payment for the work claimed by the contractor, which in the opinion of the Company/ Employer, is necessary to protect himself from loss on account of defective work not remedied or guarantees not met claims filed against the contractor/ Company/ employer, 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 with-holding payments are removed to the satisfaction of the Company/ Employer, payments of the amount due to the contractor will be made by the Company/ Employer without delay.
- 8.7.2 The Company/ Employer is empowered to deduct/recover any amount due from contractor to the Company/ employer on any account including the other works carried out in any other departments of COMPANY/ EMPLOYER.

8.8 Possession prior to completion:

- 8.8.1 The Company/ 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.

- 8.9** Contractor shall ensure compliance with all the rules, regulations and statutory obligations of various statutory bodies / authorities in relation to safety, welfare, health, provident fund, ESI Fund, payment of wages, maintenance of records, submission of reports and returns etc., in regard to the contract/Dock Labours engaged by him for the work of Company/ Employer. In particular, he will ensure the following:

- 8.9.1 Whenever any accident occurs which either:

- a) Causes loss of life to a worker;
- b) Disable a worker from work on which he was employed for the rest of the day of shift in which the accident occurred, such accident shall be notified to Company/ Employer/ Engineer I/c.

It shall also be notified to Inspectorate of Dock Safety and Dock Labour Board within applicable statutory limit or to Safety Department of the Company/ Employer if the accident is inside/near Plant premises; and to Local Employees' State Insurance Corporation Office as per the Employees' State Insurance Act, 1948 / Commissioner for Employee's Compensation as per the Employee's Compensation Act, 1923 and in any case to relevant law and order authorities.

The injured person shall be given first aid immediately, conveyed to the hospital or other place of treatment.

- 8.9.2 Where any accident causing disablement or death occurs, the contractor shall be liable for such injury or death caused as a result of such accident either within or outside the working place in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensation claimed by his labour or staff or under Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923 / Tribunal and other relevant laws of the land. He shall also indemnify the COMPANY/ EMPLOYER and pay all such sums as may be awarded in respect of claims for compensation arising out of or consequent to any accident to any staff or Labour working under him pursuant to the provisions of the Employees' State Insurance Act, 1948 / Employees Compensation Act 1923 (VII of 1923 and XV of 1933) or any subsequent modifications or amendments to the Act thereof. All costs incurred by the RINL / VSP in connection with any such claims should be made good by the Contractor and the RINL / VSP reserves the right to pay in the first instance such amount of compensation as is payable under the said Act or any other Act / rules and recover the amount so paid from the contractor's bills, security deposit or other ways.
- 8.9.3 The contractor shall ensure that all lifting machinery, including all parts and necessary gears, whether fixed or movable, shall be of good material, adequate strength, free from patent defect and maintained in good and working order and shall have been tested and examined by competent person from time to time under intimation to the Company/ Employer. Cranes used by the contractor subjected to load test once in a year through an authorized Contractor based on the safe working load of the cranes. The contractor shall submit these test certificates to the Company/ employer. The Contractor shall ensure use of safety appliances by the labour engaged by him as prescribed by the concerned statutory authorities.
- 8.9.4 Where contract labour are handling equipment projecting with sharp edges or similar dangerous projecting parts such labour shall be provided with suitable protect equipment like helmets, safety boots and gloves etc., by contractor.
- 9.0 **CONTRACT LABOUR:**
- 9.1 The successful tenderer shall obtain necessary license from the competent authority under the Contract Labour (Regulations & Abolition) Act. 1970 and Contract Labour (Regulations & Abolition) Central Rules, 1971 framed there under (including amendments thereof within the time limit allowed by the appropriate Government and shall obtain and submit copy of such License before start of the work. Failure of which, the contract shall automatically come to an end immediately on the expiry of such time limit and EMD / Security Deposit shall stand forfeited.
- 9.2 The contractor shall have to produce to the Company/ Employer or its designated Officer, the renewed license before expiry of the license. In case the contractor fails to produce the statutory/renewed license within the stipulated period the contract shall automatically come to an end.
- 9.3 The contractor shall be bound to carry out, perform and observe all the obligations of the principal Company/ employer under the various Acts and rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the company or its designated officer.
- 9.4 Whenever any claim for payment of a sum of money arises and as security for fulfillment of the obligations, the contractor will be deemed to have authorized the Company/ employer to set off any claims under various acts and rules in force from time to time, against the bills payable to him and also to with-hold the payments due to him till such time as the requirements of laws are complied with or to adjust payments to be made to and / or on account of the employees of the Contractor from the amounts payable to him.

- 9.5 The Contractor shall have to maintain the requisite registers in the forms, as prescribed under CL (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and show such registers to the concerned officer in-charge of the Company/ Employer or his nominee as and when called for.

The contractor shall furnish to the Company/Employer a copy of the half-yearly return in the form prescribed under the contract Labour (R & A) ACT, 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971. Further the Contractor shall furnish the details such as name and address of the contractor, period of the contract, nature of work, work order number and date, department/zone, maximum number of workers employed, number of days worked and number of man-days worked for any calendar year to COMPANY/EMPLOYER at the end of the calendar year / on completion of the work.

- 9.6 The contractor shall be responsible for payment of wages not less than the minimum wages prescribed by the appropriate Government to his labour employed and shall also submit a certificate to the Company/Employer within a week after disbursement of wages of labour showing proper acquittance and the wage period.
- 9.7 The contractor will be required to furnish to the Company/ Employer the following particulars as proof of payment of wages after the commencement of the work in question.

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

The above particulars are also required to be displayed in the form of a notice at the work place and a copy of the same is required to be sent by the contractor to the Inspector under the Contract Labour (R&A) Act, 1970 and Contract Labour (R&A) Central Rules, 1971. The payment of Wages/salaries shall be made by way of Crossed Cheques or by crediting the wages/salaries in the Bank Accounts of concerned workmen where the banking facilities are not available, the wages/salaries may be paid by cash.

- 9.8 The contractor shall undertake and be responsible to provide canteen facilities for the workers employed by him in compliance of Chapter-V of the Contract Labour (Regulations & Abolition) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the contract Labour (R&A) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 at every place where contract labour is employed by him.
- 9.9 The contractor shall not allow the use or sale of ardent spirits or other intoxicated beverages in the working area or any of the building, premises occupied by the contractor in connection with the work.
- 9.10 No canteen facilities of the Company/ Employer will be available for labourers under this agreement.
- 9.11 The contractor shall ensure that the working hours for the female workers, if any, employed by them shall be regulated as per the provisions of the Factories Act, 1948 and that no women workers are made to work inside the Company/ Employer's premises except between 6.00 AM to 7.00 PM on any working day. No child will be allowed in the premises.
- 9.12 The contractor shall further ensure that proper discipline and decorum is maintained by the workmen/employees engaged by him in the Employer's premises.
- 9.13 If any loss arises due to theft, pilferage or damage of articles, which have been provided for work, the contractor will be responsible and cost of articles and quantum of damage as will be settled by the Company/ Employer, will be recovered from the contractor. The contractor shall, if necessary, provide their labourers with Torch Light, stick etc.

- 9.14 The contractor should register themselves with the Regional Provident Fund Commissioner. The contractor will be required to follow the provisions of the Employees' Provident Funds and Miscellaneous Act, 1952 failing which no payment will be made to the Contractor.

The Contractor shall ensure strict compliance with provisions of the Employees' Provident Fund Act, 1952 and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them. The contractor is also required to indemnify the Company/ employer against any loss or claim or penalties or damages whatsoever resulting out of non-compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under.

9.15 **Insurance Coverage:**

The Contractor shall take insurance policy for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees five lakhs only) per head for deaths arising out of accidents on duty to the contract labour engaged by him. As and when death takes place arising out of accidents on duty, the contractor is required to pay the ex-gratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees State Insurance Act, 1948 / Employees' Compensation Act, 1923, Public Liability Insurance Policy (Third Party insurance) or any other insurance taken by the contractor or any other Contractor to cover the workmen. The Contractor shall update the said insurance policy from time to time on par with contract labour employed by COMPANY/ EMPLOYER through contractor.

The Contractor shall maintain and shall require his Sub-Contractors to maintain in full force and effect, from Insurance Companies in India acceptable to Representative of COMPANY/EMPLOYER/Engineer I/C, from the time of execution of his Agreement:

- a) All such insurances as are required by law for the purpose of the Contract at the cost of Contractor.
- b) All such insurances required in respect of equipment purchased out of advance received from Company/ Employer at the cost of Contractor.
- c) Any additional insurance required specifically by the Company/ Employer/Engineer I/c at the cost of Employer.

- 9.16 **Employees' State Insurance Act:** The successful Contractor should follow the procedure that shall be implemented in order to comply with the provisions of the Employees' State Insurance Act, 1948 and submit a copy of the Employees' State Insurance registration certificate indicating their Employees' State Insurance code number. The contractor should give all the particulars of workmen including Employees' State Insurance number(s) engaged by them before commencement of work and changes during the course of work shall be intimated by the contractor to the representative of COMPANY/ EMPLOYER along with insurance code number where necessary. The contractor should deposit Employees' State Insurance Fund contributions (employee's + Company/ Employer's (in this case contractor) contributions) on or before 21st of the subsequent month of the wage period in their independent Employees' State Insurance code number as per rules. The contractor should submit the remittance copy of challans containing the work order number along with list of workers with contribution details to the representative of COMPANY/ EMPLOYER every month. The contractor should submit returns to Employees' State Insurance Corporation authorities under the provisions of the Employees' State Insurance Act, 1948 and rules framed there under and copy of the same shall furnish to COMPANY/ EMPLOYER representative. The contractor should maintain the records such as attendance, wage registers, contribution registers, etc as per provisions of the Employees' State Insurance Act, 1948.

The Contractor shall at all times indemnify the Employer against all claims for compensation under the provisions of the Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923, as amended from time to time 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 expenses or penalties incurred by the Company/ employer in connection there with and (without prejudice to any other means of recovery) the Company/ employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under the contract or any other contract) all moneys paid or payable by the Company/ employer by way of Compensation aforesaid or for costs or expenses in connection with claims thereto and the contractor shall abide by the decision of the Company/ employer as to the sum payable by the Contractor under the provisions of this clause.

Reporting of accidents to the Company/employer and other local authorities concerned pertaining labour:

The contractor shall be responsible for the safety of all employees and / or workmen employed or engaged by him on and in connection with the work and shall report to the Company/ employer and other local statutory authorities concerned, all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.

- 9.17 The contractor has to follow all the statutory provisions that are applicable to Contract Labour and also to pay terminal benefits (full and final benefits) i.e., notice pay, retrenchment compensation (Service Pay), un-availed Leave with Wages and Bonus as per the provisions of Payment of Bonus Act, 1965. The impact of revision in wages, on final benefits i.e. Notice pay, Retrenchment compensation and un-availed leave with wages and bonus during the operation period of the contract should form part of escalation calculations, since the benefits are to be paid on prevailing rate of last month pay. For the entire contract period, the Contractor has to pay all the above payments failing which appropriate action shall be taken by RINL.

10.0 RIGHT TO RECOVER THE DUES:

- 10.1 The Company/ Employer shall be entitled to recover all costs, charges, damages or expenses which the Company/ Employer may have paid for which under the contract the contractor is liable, by appropriating in part or whole from any sum that may be due or which at any time thereafter may become due to the contractor under this or any other contract with the Company/ 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 Company/ Employer on demand the remaining balance due, if any.

11.0 NEGLIGENCE:

- 11.1 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 Company/Employer in connection with the work, or shall contravene the provisions of the contract, the Company/ Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained within such time as may be deemed reasonable and in default of the compliance with the said notice the Company/ Employer without prejudice to his rights under clause 11.2 hereto, may rescind or cancel the contract holding the contractor liable for the damages that the Company/ Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.
- 11.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving there-of, 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 sake of making good, then and in such case without prejudice to the Company/ Employer's right under 11.1 hereto the Company/ Employer shall have the

option and be at liberty to take the work wholly or in part out of the Contractor's hand 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.

- 11.3 In such event, the Company/ 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, tackle 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 Company/ 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.
- 11.4 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 in the completion of the works may be sold by the Company/ 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 Company/ Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the contractor.

12.0 **CONSTRUCTION OF CONTRACT:**

- 12.1 The contract shall be governed by the Laws in force in India.
- 12.2 The contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view and "exaeque et bono". 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.

13.0 **RIGHTS OF THE COMPANY/ EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:**

- 13.1 The probable quantities of the several items of work if furnished in the schedule of quantities or elsewhere, may increase or decrease to any extent. It must be clearly understood that 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 Company/ Employer and that the Company/ Employer does not in any way assure the contractor or guarantee that the said probable quantities are correct or that the work should correspond thereto.
- 13.2 The Company/ Employer shall have power to vary or alter / extend the scope and/or technical character of the work under the contract and the contractor shall be bound by the same.
- 13.3 Any amount to be allowed in respect of any variation or alteration of the contract work affected by the Company/ Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 13.4 The Company/ 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 Company/ employer and the Contractor.

13.5 The Company/ Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Company/ Employer will not be liable to the Contractor for any damages or loss caused by such a suspension of work.

13.6 The Company/ 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 fulfill 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 Company/ Employer, there shall be an equitable settlement of the obligations arising out of this contract.

14.0 **NON-WAIVER OF DEFAULTS:**

14.1 Failure of the Company/ 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 Company/ 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 Company/ Employer will be exclusive of any other right or remedy and the Company/ 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 or payment by the Company/ 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 provision of contract.

15.0 **GENERAL DIRECTION OF WORK:**

15.1 The contractor shall normally obtain and abide by the instructions given in writing by the E Company/ mployer for carrying out the work pertaining to the contract. For this purpose, suitable record shall be maintained by the Company/ employer to indicate instructions given to the contractor and acknowledgment thereof.

16.0 **WORK TO BE DONE TO THE SATISFACTION OF THE COMPANY/ EMPLOYER:**

16.1 The contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Company/ Employer and shall comply with and adhere strictly to the Company/ 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 Company/ Employer or his authorised representative.

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

17.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by registered 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.

18.0 **SERVICE OF NOTICE ON THE COMPANY/ EMPLOYER:**

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

19.0 **INDEMNITY:**

19.1 The Contractor assumes responsibility for and shall indemnify and save harm to the Company/ Employer and/or Company/ Employer's executives and employees, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive

damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility 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 of all persons employed by the Contractor or 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 the contract and to protect the Company/ Employer.

20.0 INSURANCE:

- 20.1 The Company/Employer shall not be in any way responsible for any accident or damages incurred or claim/claims arising there from during the period of contract.
- 20.2 In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all legislations and rules of State and / or Central Government or other local authority as the case may be including those governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for Labour employed. The Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (R&A) Central Rules, 1971, The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 / Employees' Compensation Act 1923, The Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Factories Act, 1948, Industrial Disputes Act, 1947, Child Labour (Prohibition and Regulation) Act, 1986 and Maternity Benefit Act, 1961 and AP Labour Welfare Fund Act, 1987 and other statutes and amendments thereof and other statutory obligations with regards to fair wages, welfare amenities and safety measures, maintenance of registers etc. will be deemed to be the part of the contract. The contractor shall take out necessary License under the contract Labour (R & A) Act 1970 (including amendments thereof) within the time limit allowed by the appropriate government and on his failing to do so, the contract shall automatically come to an end immediately on the expiry of such time limit and earnest money / security deposit shall stand forfeited.
- 20.3 The Company/Employer will not be responsible for any damages suffered to the movable/immovable machinery, equipment. assets and personnel of the Contractor during the course of operation and the Contractors in their own interest should obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account will be entertained by the Company/Employer.

21.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

- 21.1 On receipt of material, the Contractor shall assume custody thereof and remain responsible there for until those are handed over to the Company/Employer or properly accounted for.
- 21.2 The Contractor shall whether acting as the Company/Employer's agent or as custodian is responsible for communicating to the Company/Employer any shortages, thefts, breakage or damages etc., as soon as they come to his notice.
- 21.3 If the Contractor loses materials belonging to the Company/ Employer while in his care and custody, then recovery will be affected as per clause no. 23 (Shortage/Damages) of Special Conditions of the contract. In case, any damage is caused to the materials while in his care and custody, the damage will be assessed by the Company/Employer and the same will be recovered from the RA bills and/or any other dues of the contractor. For this purpose, the damages/amount of recovery as assessed by the Company/Employer shall be final and binding on the Contractor.

22.0 **MALPRACTICE:**

22.1 If contractor is found guilty of:

Indulging in any malpractice namely, but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents etc., in support of any claim against the Company/Employer or reduction of any liability or in connection with the work with the Company/Employer or indulging any other act which is an offense under the provisions of the Indian Penal Code, the Company/Employer, without prejudice to its any other legal rights, be entitled to summarily terminate the contract and forfeit the Security Deposit.

23.0 **DEATH, BANKRUPTCY ETC.:**

23.1 If the contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commerce to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefits of its creditors or any of them, the Company/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 upon an amount to be agreed for the due and faithful performance of the contract.

24.0 **CAPACITY OF THE TENDERER:**

24.1 **Technical capacity:**

The tenderer shall furnish details of works and magnitude carried out by him as prescribed in these tender documents with documentary evidence wherever possible .

24.2 **Legal capacity:**

24.2.1 The tenderer shall satisfy the Company/Employer that he is competent and authorised to submit tender and/or to enter into a legally binding contract with the Company/employer. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.

24.2.2 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the person so signing had no authority to do so, the Company/Employer, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

24.3 **Financial capacity:**

24.3.1 The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The tenderer shall also, submit the Income-Tax returns of latest three years filed with IT Department containing Permanent Account Number (PAN) along with the acknowledgement copies of the same.

25.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

- 25.1 The tenderer shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders/opening of technical/price bid.

26.0 REJECTION / ACCEPTANCE OF THE TENDER:

- 26.1 The Company/Employer reserves the right to accept, reject/cancel this tender in full or part at any time before acceptance without assigning any reason whatsoever.

27.0 NEGOTIATION:

- 27.1 The Company/Employer reserves the right to negotiate with eligible party after opening of the tenders. Non-compliance by the party to such request for negotiation shall render his tender liable to rejection.
- 27.2 Tenderer shall not increase his quoted rates in case the Company/Employer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall still be binding on the tenderer.

28.0 CANVASSING:

- 28.1 Canvassing in any form is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable to rejection.

29.0 SIGNING OF THE AGREEMENT:

- 29.1 On the tender being accepted by the Company/Employer an agreement in respect of the contract will be signed and executed by and between the Company/employer and the contractor. All costs, charges and expenses if any incidental to the execution of the said agreement shall be borne by the contractor. Till the agreement is signed, LOA issued will be treated as contract along with schedule of rates, General and Special Conditions of Contract. The General and Special Conditions of Contract and Schedule of Rates are complimentary to and shall be read in conjunction to each other. In case of contradiction between General Conditions of the Contract and Special Conditions of Contract on any issue, a provision of Special Conditions of Contract will supercede the corresponding provision of General Conditions of Contract.
- 29.2 The Company/Employer reserves the right to issue addenda to the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the documents submitted with this NIT. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender.

30.0 QUERIES/ CLARIFICATIONS:

- 30.1 All queries/ clarifications/ correspondence concerning this tender shall be referred by the tenderer directly to the Dy. General Manager (Mktg)-Contracts, Marketing Department, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam - 530 031, Andhra Pradesh.
- 30.2 All Tenderers are requested to take special note of the above procedure and observe the same strictly.

- 31.0 Tenderers shall along with their tenders submit the following:
- 31.1 Name and address of the Banker together with a certificate from the Banker certifying financial standing to handle minimum volume of work amounting up to Rs.10 crore (Rupees Ten crores) by the tenderer.
- 31.2 Each tenderer, while submitting his offer submit a declaration (**Annexure-5** of Tender Document) as to whether he has any relative within the meaning of Sec. 6 read with schedule IA of the Companies Act, 1956 employed in any capacity in the COMPANY. In case, he has any relatives employed in any capacity in the COMPANY, the full name, particulars of position held under the COMPANY must be clearly indicated. In case, the tenderer is awarded the contract, he shall inform the COMPANY if any of his relatives join employment of RINL on award and during the continuance of the contract.
- 31.3 The successful tenderer has to submit the copy of Registration / License of his establishment under Contract Labour (Regulation & Abolition) Act. 1970 namely Sec.12 of the said Act before the date of commencement of work.
- 31.4 If the offer is not accompanied by such declaration referred to above (in para 31.2), the same shall be treated as incomplete and will be liable to rejection. In the event of furnishing wrong declaration in this behalf by a tenderer whose offer happens to have been accepted by the Company, the Company reserves the right to rescind the contract forthwith as soon as the fact comes to light. The contractor shall in such case make good to the Company any loss or damage resulting from such cancellation.
- 32.0 **GENERAL:**
- 32.1 Should there be any discrepancy, inconsistency error or omission in the contract document or any of them, the matter shall be referred to the Company/Employer for his decision which shall be final and conclusive and the contractor shall carryout the work in accordance with such decision.
- 32.2 The Company/Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.
- 32.3 No guarantee is given as to any definite volume of work which will be entrusted to the Contractor at any time or throughout the period of the Contract.
- 32.4 No claims will be entertained from the contractor for his equipment or labour having remained idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
- 32.5 The contractor shall carry out, perform and observe the provisions of the Customs Act, Factories Act. Shops and Establishment Act, Employee's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, 1952, the Minimum Wages Act. 1948, the payment of wages Act. 1936 or any other enactment passed by the Parliament or State Legislature and any rules made there under by the appropriate Govt./s in any way affecting the labourers and staff employed by the contractor and also indemnify the Company/Employer against any liability that may be imposed by law or by the Govt. for non-observance of any of the provisions of these Acts and enactment, the Company/Employer reserves the right to recover any amount from the contractor by deduction from his bills, Security Deposit including Performance Guarantee Bond if any.
- 32.6 The contractor shall be responsible and will undertake to provide the welfare facilities for the workers employed by him in compliance of Chapter (V) of the contract labour (Regulation and Abolition) Act. 1970.
- 32.7 The contractor shall not pay his labourers (Male or female) less than minimum wages as may be prescribed from time to time by the appropriate Government.

- 32.8 The contractor shall strictly adhere to all rules and regulations as laid down by the D.I.G. (Traffic), the Regional Transport Authority and the Port Trust Authority and the Works Division/ Safety Department of the Company/Employer in the matter of movement of materials/equipment etc.,
- 32.9 The Company/Employer reserves the right to get any portion of work done departmentally or through any other contractor(s) for the whole period of the contract or such time as he deems fit and the fact that the same has not been entrusted to the contractor shall not entitle the contractor to prefer any claim for damage or compensation.
- 32.10 In case the Engineer I/c is satisfied that the contractor is unable to execute the work in a satisfactory manner and in accordance with the terms of the contract, he shall have the right to stop the work at any stage and to make arrangements to get the work done in such a manner as he may deem appropriate including through other Contractor(s) or departmentally and to recover from the defaulting contractor all the extra expenditure incurred on this account from the money due or that may become due to the contractor, under the terms of this contract, or any other contract(s) without prejudice to any other right and remedies available to the Company/Employer. The Contractor will not also be entitled to any compensation whatsoever under any circumstances. In case, the Company/Employer chooses to go for issue of fresh tenders at the risk and cost of defaulting contractor, in pursuance of ITT, GCC and SCC, the default contractor will not be issued the tender.
- 32.11 If the contractor fails to deploy sufficient and suitable equipment to execute the work in a satisfactory manner and in accordance with the terms of contract, of which Company/employer shall be the sole judge, without prejudice to any other rights or remedies available to the Company/Employer, the Company/Employer reserves the right of hiring such equipment from other Contractor(s) or any other sources at the rates being paid by the other Public Sector Undertakings working in the Port area or at the prevailing market rates for handling of such materials. The decision of the Company/Employer in this regard shall be final and binding on the contractor. The extra expenditure incurred on this account will be recovered from the defaulting contractor from the Security Deposit or any other money due or that may become due to the contractor under the terms of this contract.
- 32.12 The Company/Employer reserves the right of placing of more than one contractor simultaneously as he may think fit against this tender and the contractors may be allotted the share of work at the sole discretion of the Company/Employer.
- 32.13 The Company/employer may appoint additional contractor(s) even by calling fresh tenders and/or by nomination negotiations to meet an emergency or for any other reason, if the Company/employer whose decision shall be final, is satisfied that the contractor is not in a position to Tender specific services within the period in which such services are required.
- 32.14 Any work, not specified in the schedule of rates, however petty may be is to be carried out only on a special written authority from a duly authorised officer of the Company/Employer.

33.0 DOCUMENTS REQUIRED

1. Immediately on receipt of work order, the successful tenderer shall obtain and submit the following documents to the representative of the Company/Employer before start of work.
 - a) Copy of the Labour License issued by the Office of the Asst Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India, Visakhapatnam.
 - b) Copy of the independent Provident Fund Certificate issued by Provident Fund Organization, Government of India indicating their Provident Fund code number and a

certificate from the Regional Provident Fund (RPF) Authorities confirming that the Provident Fund Account is under operation and also giving the details of the deposits credited to their RPF account during the last one year. In case the same is not available, they shall submit a letter of undertaking to submit the same before the commencement of the contract.

- c) Copy of the Employee's State Insurance Registration Certificate indicating their Employee's State Insurance Code number. In case the same is not available, they shall submit a copy of letter of undertaking to submit the same before award of the work. In case, the Employees' State Insurance Act, 1948 is not applicable by any reason, the Employees' Compensation Act, 1923 is applicable for the workmen engaged by the Contractor.
- d) Insurance policy covering ex-gratia payment of Rs.5,00,000/- (Rupees Five lakh only) per person for death arising out of accidents on duty to the contract labour engaged by him. As and when death takes place, arising out of accidents on duty, the contractor is required to pay the ex-gratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees State Insurance Act, 1948 / Employee's Compensation Act, 1923, Public Liability Insurance Policy (Third Party Insurance or any other Insurance taken by the Contractor or any other Contractor to cover the workmen. The contractor shall update the said insurance policy from time to time on par with contract labour employed by COMPANY/EMPLOYER through contractor.
- e) Copy of the public liability insurance policy for the third party insurance for Rs.50,000/-.

2. **Insurance:** The contractor shall maintain and shall require his Sub-Contractors to maintain in full force and effect, from Insurance Companies in India acceptable to Representative of Company/Employer, from the time of execution of his Agreement:

- a) All such insurances as are required by law for the purpose of the Contract at the cost of Contractor.
- b) All such insurances required in respect of equipment purchased out of advance received from Company/Employer at the cost of Contractor.
- c) Any additional insurance required specifically by the Company/Employer/Engineer I/c at the cost of Company/Employer.

Contractor shall ensure that the insurer shall furnish to the Representative of Company/Employer with evidence of such insurance a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should Contractor default in paying any premium when due, Representative of Company/Employer, without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from the Contractor.

Any such insurance requirements are hereby established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.

The provisions contained within this Article are not intended and do not impair or in any manner limit the liabilities or obligation assumed by Contractor as may be set forth more fully elsewhere in this Agreement.

3. **Damages To Persons & Property:** The contractor shall (except if and so far as the Contract otherwise provides) indemnify and keep indemnified the Company/employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface or other damages to land or trees or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the

construction and maintenance of the works and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation to, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Company/employer against any compensation of damages for or with:

- a) The permanent use or occupation of land by the works or any part thereof (save in respect of damages to crops as aforesaid)
 - b) The right of the Company/Employer to construct the works or any part thereof on over, under, in or through any land.
 - c) Interference whether temporary or permanent resulting in any right or-light, air way or other assessment or quasi assessment which is the unavoidable result of the construction of the works in accordance with the contract.
 - d) Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the contract by the Company/Employer, his agents, servants-other contractors (not being employed by the contractor) or for in respect of any claim demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.
4. **Third Party Insurance:** Before commencing the execution of the works the Contractor (but without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Company/Employer) or to any Person (including any employee of the Company/Employer) by or arising out of the execution of the works or temporary works or in the carrying out of the contract, otherwise than due to the matters referred to in the provisions of ITT, GCC and SCC.
5. **Minimum Amount Of Third Party Insurance:** Such insurance shall be effected with an insurer and in terms, approved by the Employer and for an amount not less than the amount of Rs.50,000/- (Rupees fifty thousand only) and the Contractor shall whenever required, produce to the Representative of EMPLOYER the valid policy or policies of insurance and the receipts for payment of the current premium. The contractor shall update the said insurance policy as per the instructions of the employer from time to time.
6. **Accident Or Injury To Workmen:** The Company/employer shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Company/Employer, his agents or servants and the Contractor shall indemnify and keep indemnified the Company/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 or in relation thereto.
7. **Compliance With Statute, Regulations etc:** The contractor shall conform in all respects with the provision of any such Statute, Ordinance, or Law 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 Company/employer indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance, law, Rule, Regulation or Bye-Law.
8. **Supply Of Plant Materials And Labour:** Except where otherwise specified, the contractor shall at his own expense supply and provide all the constructional plant materials both for temporary and for permanent works. Labour (including the supervision thereof) transport to or from site and in and about the works and other

things of every kind required for the construction, completion and maintenance of the works.

9. **Submission Of Returns Of Labour:** The contractor shall submit returns in such form and at such interval as the Representative of Company/EMPLOYER/Engineer I/c may prescribe showing numbers of different labour employed on the works from time to time by the contractor.
10. **Observance By Sub-Contractors:** The contractor shall also be responsible for the observance of the aforesaid provisions by sub-contractors employed by him in the execution of the contract, if any. Such sub-contractors shall be authorized by the Company/employer.
11. The contractor shall follow the provisions of Indian Factories Act, 1948 and all rules made there under from time to time as applicable and shall indemnify the Company/employer against all claims of compensations under the provisions of the act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the Company/employer in connection therewith.
12. **Safety:**
 - a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc.
 - b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the Company/employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the Company/employer indemnified of all claims arising out of such accidents.
 - c) All the safety appliances required for safe working shall be provided by the contractor to his workmen.
 - d) Contravention of any safety regulation of Company/employer in vogue from time to time will result into work stoppage and appropriate action. Penalties for safety violations are enclosed at Annexure-10.
13. **Labour Deployment:**
 - a) The contractor shall deploy his labour as per requirement and as instructed by the Representative of the Company/Employer. It may be necessary to carry out the work round the clock based on requirement and schedule provided. The contractor's rate shall cover such eventualities.
 - b) Only trained, experienced, safety inducted workers acceptable to the Representative of the Company/Employer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Representative of the Company/Employer.
14. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
15. After completion of work activity, the site has to be cleared of all debris, construction material and the like.
16. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Representative of the Company/Employer.

34.0 **ARBITRATION:**

- 34.1 If at any time, any question, dispute or difference whatsoever shall arise between the Company/Employer (Visakhapatnam Steel Plant) and the Contractor upon or in relation to 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 by sole Arbitrator to be nominated by the Chairman-cum--Managing Director, Visakhapatnam Steel Plant or the officer who for the time being is entrusted with such functions in Visakhapatnam Steel Plant, by whatsoever designation such officer is called, shall nominate the Sole Arbitrator to adjudicate upon the disputes.

- 34.2 The Arbitrator nominated by the Chairman-cum-Managing Director or other officer of Visakhapatnam Steel Plant, shall be the sole judge to decide the questions/claims/disputes/differences referred to him for Arbitration and his decision shall be final and binding on both the parties. The seat and venue of Arbitration shall be Visakhapatnam.
- 34.3 The provisions of The Arbitration and Conciliation Act, 1996 and the rules there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this contract. Arbitration proceedings will be conducted in English language.
- 34.4 The Arbitrator's fees, expenses and other cost and expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of the Advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific finding in the award in respect of costs then it would prevail.

35.0 **LAWS GOVERNING CONTRACT & JURISDICTION:**

- 35.1 All contracts or terms thereof entered into between the Company/Employer and the contractor shall be governed and regulated by the relevant laws for the time being in force in the territory of India.
- 35.2 The courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions / claims / disputes / differences of any kind whatsoever arising under or in connection with the terms and conditions or any general / special conditions of the contract.

36.0 **FORCE MAJEURE:**

- 36.1 If the Company/Employer and/or the Contractor be prevented from discharging its or their obligation under this agreement by reasons of arrests or restraints of privacy of rules, Government or people, War, Blockade, Revolution, Insurrection, Mobilisation, Strikes, Riots, Civil Commotions, Lock Outs, Accidents, Acts of God, Plague or other epidemics, destruction of the materials by Fire or Flood or other natural calamity or on account of any other calamity or on account of any other cause interfering with the production and/or delivery of the materials as herein above contemplated, the time for delivery shall be postponed by the time or time during which production and/or delivery is prevented by any such causes as herein above mentioned, provided that in the event of such delay exceeding ninety days, the party, other than the party which invokes the Force Majeure may at their option cancel this agreement by Notice-in -writing to the other party in respect of the balance period of the contract, without however any right against or being responsible to the other party for such cancellation. The party invoking Force Majeure shall within 15 days of the occurrence of the Force Majeure causes, put the other party on notice supported by certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. If the Force Majeure condition continues for beyond a period of six months the Company/Employer or the Contractor may at his option cancel the agreement by notice in writing to other party in respect of the balance period of the contract without, however, any right against or being responsible to the other party for such cancellation.

37.0 **REGULATORY PROCEDURES:**

- 37.1 Formalities and procedures regarding transfer of material from one mode of transport to another in the Inter Model Transfer shall be followed by the Contractor. It is to be ensured by the Contractor that all the statutory and regulatory rules of Central Excise and

Customs and other State and Central Authorities involved including Port Authorities shall be followed by the Contractor. All liabilities to Employer if any by default of such Procedures/Formalities/Obligations shall be passed on to the Contractor and the Contractor shall indemnify the Company/Employer against any action by the default of the Contractor.

38.0 STATUTORY REGULATIONS:

- 38.1 The Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes like Payment of Wages Act'1936, Employee's Compensation Act or ESI act whichever is applicable, Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Act (1952) etc., or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the labourers employed by the Contractor and shall indemnify and keep the Company/Employer indemnified against any liability that may be imposed upon the Company/Employer by law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.
- 38.2 The Contractor shall be responsible for effecting Insurance under Employee's Compensation Act, 1923 and /or to get registered under the provisions of ESI Act 1948 and comply with all the provisions under this act, third party liability insurance in accordance with the Indian Laws and regulations at his own cost with the Company/Employer as the principal holder.

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)

SPECIAL CONDITIONS OF CONTRACT (SCC)

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO.VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.

A) SCOPE OF WORK:

- 1.0** The MULTIMODAL Transportation Contractor against this tender shall collect the material from Visakhapatnam Steel Plant and deliver the same at the designated stockyards of RINL, as per the list given below, on end to end logistics basis. It may please be noted that loading at Plant premises and unloading of material at destination stockyard is in the scope of VSP.
- 2.0** The Scope of Work against this tender, inter-alia includes
 - 2.1** Transportation of Steel products viz., Wire Rod Coils, Billets, Blooms, Squares, Beams, Angles, Channels, Rounds, Flats, Rebars etc., in Coils and in length up to 12.5 m from Visakhapatnam Steel Plant, Visakhapatnam to Loading Port in Visakhapatnam (VPT/GPL) by Trucks/Trailers or by Rail to port railway siding including unloading for further road movement to designated storage yard or loading into sea vessel by Trucks/Trailers;
 - 2.2** Unloading and Stacking of the material grade-wise, product-wise and size-wise at the designated Storage yard in Load Port (VPT/GPL) area; Providing Security to the Cargo;
 - 2.3** Loading into Trucks/Trailers and Transportation to the Wharf;
 - 2.4** Placement of suitable vessel; On Board Stevedoring; Providing Dunnage; Lashing, Sorting and Securing etc.,
 - 2.5** Sailing the loaded Vessel from the Load Port to the Destination Port,
 - 2.6** Unloading from the vessel at the Destination Port; Loading into Trucks/Trailers and Transportation to the designated RINL Stockyard / Stacking area; In case of temporary storage at Stacking Area at Destination Port, Security to the Cargo should be provided;
 - 2.7** All other incidental/allied activities not specifically detailed above
 - 2.8** Movement of materials using Containers of suitable dimensions is also allowed. However, no additional charges are payable for any stuffing, de-stuffing and any other associated activities. No additional transit time is allowed for movement using containers. Further, Stuffing is not allowed inside the plant. De-stuffing is not allowed inside the destination RINL stockyard premises. Any kind of material alteration is not allowed for facilitating cargo movement using containers.
 - 2.9** The Contractor, at his option can choose either Road or Rail as mode of transport in respect of material movement from RINL Plant to load port at Visakhapatnam. Similarly, the Contractor, at his option can choose either VPT or GPL as load port for loading of materials into vessel.

3.0 All costs envisaged in the Scope of work of this tender from the time the material is taken out from the Plant till it is handed over at respective RINL Stockyards shall be to the Contractor's account.

4.0 The list of address of the designated VSP stockyards are given below:

Sl No	Location	Address of Stockyard	Phone No.	Destination Port for Unloading
1	Kochi	RINL Stockyard, C/o M/s. Southern Transport Co., Temple Road, Off: NAD Road, Vidakuzha, NAD Post, Kalamssary, PO Thaikkattukara, PIN- 683 106, Dist: Ernakulam, Kerala	0484 2352131	Cochin / Vallarpadam
2	Mumbai	RINL Stockyard, Steel Market, Kalamboli Next to : Container Corporation of India, Dist: Raigad, Maharashtra	022 27420576	Mumbai Port / Jawaharlal Nehru Port Trust
3	Ahmedabad	RINL Stockyard, Gujarat Steel Distributors, Gallops Industrial Park-2, Chacharvadi, Changodar, Sarkhej-Rajkot Highway Ahmedabad-382213	02717-293053	Kandla Port/ Mundra Port

5.0 The Tenderer should have / should arrange to have within 30 days from the date of LOA, his own Branch Office at Visakhapatnam as well as his own Branch Offices or Authorised Agents in the cities of the quoted Destination VSP Stockyards as well as the Destination Ports for Unloading, as mentioned at the Addresses of VSP Stockyards. A List of the existing Branch offices / Authorised Agents at the time of submission of tender and the Tenderer's plan for arranging the other Branch offices / Authorised Agents shall be submitted as required as per the "Declaration of Particulars".

B) DETAILS OF OPERATION:

1.0 For each Stockyard, Product wise, size wise, grade wise Multimodal Stock Transfer Advice (MMSTA/IMSTA) shall be issued to the Contractor. The Contractor shall be responsible to ensure that the material is lifted from Plant without any mix up, and delivered without any mix up to the destination stockyard. No mix up of material Stockyard wise, MMSTA/IMSTA wise, Product wise, size wise and grade wise shall be allowed. In case of any such mix up, the Contractor shall be liable for recovery from his Bills, Security Deposit, towards all losses incurred by VSP on account of Mix up caused during the custody of material with the Contractor. The decision of the Company/Employer towards such recoveries shall be final and accepted by the Contractor.

2.0 The Contractor on receiving instructions from the Engineer I/c, shall transport the material from VSP to designated Storage Yard arranged by him at Load Port (VPT/GPL) or in its vicinity. The Contractor shall get the tare weight of the transport vehicle (i.e. Truck/Trailer) at Company/Employer's weigh bridge, place the vehicle at loading point as directed by the Company/Employer and take the weighment of the loaded vehicle to the Company/Employer's weigh bridge. Loading into transport vehicles shall be done by the Company/Employer only at the originating station at Steel Plant Premises in Visakhapatnam.

In case of Rail movement, Wharfage, demurrage, unloading charges, overloading/underloading charges (in the event of movement by rakes) and any other charges are to the account of the contractor. No separate shortage allowance is allowed for rail movement. Railway freight will be paid by RINL after collecting the same from the contractor in advance. Rake/wagons to be booked by RINL on behalf of the contractor.

All issues related to missing wagons/transit shortages shall be dealt with Railways by the contractor only and RINL has no responsibility in this regard.

3.0 STORAGE YARD AT LOAD PORT:

For storing the Company/Employer's material during the time the vessel is awaited at Visakhapatnam, the Tenderer should have / shall arrange to provide, within 30 days from the date of Letter of Acceptance (LOA), a storage yard, exclusively for storage of the Company/Employer's material only, either in the Load Port (VPT/GPL) area or in the vicinity of the Load Port area (within a radius of 10 km), on ownership basis or by leasing a suitable land, at least for a period of SIX MONTHS beyond the tenure of the Contract.

Failure to provide a suitable storage yard by the contractor, either on ownership basis or on lease basis, within the above stipulated period, will lead to forfeiture of Security Deposit and cancellation of the contract/tender at the risk and cost of the tenderer.

The proposed storage yard shall have facilities of Hard standing, Lighting and adequate round the clock security arrangement. The Tenderer shall ensure utmost care for safe keeping of the Company/Employer's material, and take all measures to avoid any loss/theft/pilferage or any mix-up or damages to the material, at this yard. The Tenderer shall submit his proposed plan for the storage yard at Load Port (VPT/GPL) area, in the "Declaration of particulars".

4.0 For all Steel Products, adequate dunnage shall be provided by the Contractor. The expenditure involved in maintaining the stacking area (including the plot rent) at both load and discharge ports shall be borne by the Contractor.

5.0 Stacking in the Storage yard should be done with suitable segregation so that product wise / size wise / grade wise / destination wise lots are identifiable separately.

6.0 VESSEL REQUIREMENT:

The Contractor shall charter the vessels suitable for shipments of the Parcel Quantity of (5,000 MT to 7500 MT) or (10000 to 12,000 MT) as the case may be as per NIT, as per the RULES/REGULATIONS/ RESTRICTIONS including ISM/ISPS Code of both the LOAD & DISCHARGE PORTS.

The Contractor should ensure that the Vessels nominated for the shipments should be thoroughly SEAWORTHY and should inter-alia fulfill the following criteria:

6.1 Compliance to DG (Shipping) Directives: The nominated vessels should comply with all directives of Government of India (GOI) / DG (Shipping) regarding suitability and acceptability of Vessels in respect of Class/Age/Other Technical parameters in Indian Waters/Ports.

6.2 DG (Shipping) License/Permission: The Contractor should nominate only vessels possessing valid License/Permission by DG (Shipping), GOI for Coastal shipments.

6.3 CLASS: The nominated Vessels should be Classed Highest Lloyds, THOROUGHLY SEA WORTHY, comply with all international & local regulations and all regulations governing the carriage by sea of Steel products and shall be maintained as such for the duration of the voyage.

6.4 VALID CERTIFICATES: The nominated vessels should possess all valid statutory certificates on board viz. ISSC/ISM/SMC/DOC etc. and shall be presented when asked for.

6.5 P&I: The nominated vessels should have a valid P&I cover from any of the P&I clubs approved by DG (Shipping) of India.

6.6 AGE: The age of the nominated Vessel shall not be more than 18 years.

- 7.0 Getting a suitable berth at the Ports of loading and destination shall be the responsibility of the Contractor. For this purpose, the Contractor shall co-ordinate with the concerned authorities at Load Port and Destination Port.
- 8.0 If the Contractor so desires, material can be transported from Plant to Wharf directly.
- 9.0 On arrival of the vessel and upon berthing, materials shall be transported to the Wharf and loaded into the Vessel, for this purpose, responsibility of making arrangements for deploying necessary equipment would rest with the Contractor. Loading of the material into vehicles at stacking area shall be arranged by the Contractor. The Contractor shall carryout necessary stowing, lashing and securing operations to the satisfaction of the Company/Employer and the Master of the vessel.
- 10.0 The Contractor shall be responsible to ensure that during the voyage, the material of the Company/Employer is stored in such a manner that no damage or mix-up takes place among various Products and Grades of the Company/Employer's materials. Also, the Contractor shall ensure that separate identity of the Company/Employer's cargo is maintained and no mix-up takes place with other cargo in the same vessel. In case, any mix up / damage takes place, the Company/Employer will ascertain the damage/Loss to the material and recover the amount towards such losses/damages from the Contractor, which will be accepted by the Contractor. While chartering the vessel, the Contractor shall take into account the limitations at both loading and discharge ports regarding the dimensions and draught restrictions. Also the Contractor shall hire the vehicles considering the weighment facilities available at ports and stockyard.
- 11.0 The Contractor shall handover a copy of BL and stowage plan as loaded as soon as the vessel leaves the load port. The stowage plan shall be such that the cargo is handed over size wise, specification wise and grade wise. The Company/Employer shall colour code the specification of the material by paint. In case the Contractor requires, he may use additional paint mark to distinguish the destination but with prior consent of Company/Employer.
- 12.0 On berthing of the vessel at discharge port, material shall be unloaded through barges or directly. On completion of discharge, material shall be transported to the stacking area, unloaded and stacked. While stacking steel products, sufficient wooden dunnage shall be provided to avoid contact between the material and surface of the stacking area. The Contractor shall provide necessary lighting and security during its storage at discharge port. Material shall be transported from stacking area to RINL Stockyard and shall be delivered at Stockyard. If the contractor so desires, material can be transported from Wharf to RINL Stockyard directly.
- 13.0 The Tenderer shall ensure that the Company/ Employer's material after unloading at the destination ports are immediately transported to the destination stockyards of the Company/Employer. For the temporary duration after unloading at the destination port, the tenderer shall ensure utmost care for safe keeping of the Company/Employer's material, and take all measures to avoid any loss/theft/pilferage or any mix-up or damages to the material, at the destination port.
- 14.0 Unloading from the vehicle at RINL Stockyard shall be arranged by the Company/Employer.
- 15.0 Any damages to the vessel or to the transport vehicle shall be borne by the Contractor.
- 16.0 All Port expenses incidental to the voyage and berthing of the vessel at both load and discharge ports shall be borne by the Contractor.
- 17.0 The Contractor shall be responsible for the quantity of the material taken out from the plant till it is handed over at respective RINL Stockyards. The Contractor shall be responsible for security of the material during its transit from plant site to Port area, during its storage in Port area, during transit from Port area to the Wharf, during voyage,

during storage at discharge Port, during in transit from discharge port to Stockyard. In short, the Contractor shall be responsible for safe custody of the material from the time material is taken out from the Plant till it is handed over at respective Stockyards. In case, for any reason, the Company/Employer's material is seized or retained by any agency including statutory authorities, and the Contractor fails to deliver the material at the destination stockyards of the Company/Employer, within the time period of allowable transit period plus 10 days, the Company/Employer will recover a penalty from the Contractor @ 125% of the value of the material at the prevailing prices (i.e, MOP of destination Branch prevailing as on the date, of allowable transit period plus 10 days)(Also refer clause 22.3 below). In case the Bill amount/ Security Deposit amount of the Contractor is not sufficient towards such recovery, the Contractor shall make payments to the Company/Employer towards such shortfall in amount.

- 18.0 By submitting a quotation, the Contractor shall be deemed to have familiarized himself with and considered the scope of work, Working Conditions including Terms and Conditions under this contract. After the contract is concluded, no claim shall be entertained for enhancement of rates on account of work involved or on any ground whatsoever, except to the extent specifically stipulated in this regard.
- 19.0 The ownership of the material shall always remain with the Company/Employer and the Contractor shall hold the same till delivery at the destination stockyard and the Contractor shall in no account pledge or hypothecate the material in his custody or deal with the same in any manner except to deliver the same to the designated stockyard of the Company/Employer, as provided in the Contract. No other party including the Contractor can exercise lien on the material of RINL.
- 20.0 The Company/employer has envisaged to move its Steel product to its stockyards at Kochi, Mumbai & Ahmedabad as indicated below:

S.No	DESTINATION RINL STOCKYARD	INDICATIVE QUANTITY (MT/YEAR)	Parcel size in each shipment (in MTs)
1	KOCHI	60000	5000-7500
2	MUMBAI	75000	5000-7500
3	AHMEDABAD	90000	10000-12000
TOTAL		225000	

As the multimodal transportation through Coastal Movement is at a nascent stage, the first six (6) months of the contract shall be treated as trial period. Further execution of the contract, during the balance period shall be subject to complete satisfaction of RINL with the trial shipments.

However, the Company/Employer does not give any guarantee for the quantity of business to the contractor any stockyard under the contract. It may vary to any extent on either side. No payment shall be made for idle freights, and or idle establishment costs etc. to the Contractor.

RINL/VSP shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However an indicative pattern of quantity estimated to be transported to each destination is given in the SCHEDULE OF RATES, which the tenderer shall be deemed to have read and understood. The estimated quantities given are purely indicative and projected only to enable the tenderer in arriving at the value of the tender and the approximate facilities required to be provided by him. Variation in quantity without any limit shall not entitle the Contractor for any revision of rates indicated in the Schedule of Rates. The Contractor shall have no claim against RINL / VSP, in case any of his equipment / equipments / facilities or labour remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

21.0 The contract is operated by Marketing Dept (P&D / Logistics Section), VSP, Visakhapatnam. The Engineer in-charge for the contract is I/c (P&D / Logistics section), Marketing Dept. The Contractor shall be responsible for collection of Stock Transfer Advices (STAs) / Despatch Advices (DAs) / Loading Slip cum Gate Pass (LSGP) from the concerned office on daily basis. The details of STAs issued shall be recorded in the register maintained in the Logistics section (Marketing dept), BC Gate. Failure to collect STAs / DAs / LSGP shall not absolve the Contractor from consequential responsibility.

22.0 **TRANSIT PERIOD:**

22.1 One Multimodal Stock Transfer Advise(MMSTA/IMSTA) shall be issued for each shipment. The Contractor shall lift the material within 10 (Ten) days from the date of Multimodal Stock Transfer Advise (MMSTA/IMSTA) including the day of MMSTA/IMSTA issued and deliver the cargo to the destination stockyards within the transit time , including the above 10 days period ,as indicated below:

S.No	DESTINATION RINL STOCKYARD	TRANSIT TIME (DAYS)
1	KOCHI	24
2	MUMBAI	27
3	AHMEDABAD	31

The above Transit Period commences from the date of Multimodal Stock Transfer Advise (MMSTA/IMSTA) including the day of MMSTA/IMSTA issued and ends upon delivery at the respective RINL destination Stockyards. The delivery completion would mean quantity delivered with proper identification, segregation i.e. product-wise, size-wise, grade-wise etc., to the satisfaction of stockyard-in-charge of destination RINL Stockyard.

22.2 **PENALTY:** In case the Contractor fails to deliver the material fully or partly within the stipulated period as mentioned above, a penalty equivalent to 1% of the total contractual rate (Sum of all the rates for the three items in Schedule of Rates) on the non delivered quantity will be recovered per each day of delay of upto **10 days** with reference to the different quantities delivered on different dates, subsequent to the time allowed as stipulated above.

22.3 **RECOVERY OF MATERIAL VALUE:** If the Contractor fails to deliver any quantity (full or part) **within 10 days** from the last day of the time allowed (refer para 22.2 above), the Contractor shall pay the material value, calculated at the rate of 125% of branch level price (BLP) of the destination branch prevailing as on that date (i.e next day after the arrival transit period as per clause 22.1 above plus ten days), on such non delivered quantity, as a penalty. The Company/Employer reserves its right to recover such amounts from the running bills of the contractor and / or encashment of the Security Deposit Bank Guarantee (full or part) etc. In the event of encashment of the Security Deposit Bank Guarantee (full or part), for such failures, the contractor shall be responsible for immediate restoration of the Security Deposit Bank Guarantee value as per the contract.

22.4 However, on expiry of free time allowed as per para 22.1 above and 10 days thereafter, the contractor may approach RINL with a request for extension of delivery time wherever there is a genuine reason which leads to such delay in delivery with a documentary evidence for grant of additional time. Such request for grant of additional time for delivery may or may not be accepted by the Company/Employer and in this regard Company/Employer's decision shall be final. In case Employer is satisfied with the reasons for such request, a reasonable additional time not exceeding 10 days will be granted by HOD of Employer's Mktg Dept, subject to a recovery of penalty at the same rate as mentioned at para 22.2 above for the additional time allowed by the Company/Employer by deferring the said recovery of 125% of material value, as stated above. In case the contractor fails to deliver such material within the additional time granted, Company/ Employer will recover @ 125% of material value as explained above.

- 22.5 In case of delivery at wrong destination, the contractor is responsible to withdraw the material from wrong destination and deliver at correct destination within the allowable time as given at para 22.1. The penalty recoveries if any shall be effected on this account as per para 22.2 & 22.3 above whichever is applicable.

23.0 **SHORTAGE/DAMAGES:**

- 23.1 The weights, measurements and descriptions of goods/materials mentioned in the Stock Transfer Challans issued by the Company/Employer shall be the basis for assessing losses in transit and for recovery of damages/compensation there from. The Contractor shall be responsible for any discrepancies found at destination in respect of weight, measurement, soundness of material etc. Once the material is accepted for transportation by the Contractor, it shall be deemed to have been handed over by the Company/Employer in good condition unless otherwise, the Contractor had pointed out any defects whatsoever at the time of taking delivery from the Company/Employer at loading point inside the plant.
- 23.2 Since there is a possibility of variation between two weighing scales at loading point and destination, a shortage allowance of 0.10% shall be allowed to the contractor on the total quantity of all the STCs of a product (size-wise and grade-wise) dispatched from plant for a given ship cargo, due to variation between the weighing scales at the plant and at the stockyard of the Company/Employer. Recovery will be made towards quantity of actual shortages beyond 0.10% @ 125% of the value of the material at the prevailing rates (BLP of the branch prevailing at the time of establishing such shortages), from the pending Bills/Security Deposit of the Contractor.

The Contractor is permitted to re-tie / re-pack the loosened material, if any, at any stage of transportation / handling without any cost implication to RINL. In case of damage to the Cargo, the Company/Employer shall assess the extent of damage after receipt of the material at the destination stockyard. Pending final deduction based on actual sales realization of the damaged material subsequently, an amount equivalent to 50% of the damaged material value at the prevailing rates (BLP of the branch prevailing on the date of receipt of such damaged material at the destination stockyard) shall be deducted and withheld from the bills of the Contractor. If such sum is not sufficient to cover the full amount recoverable, the Contractor shall on demand pay; the balance due to the Company / Employer. Final amount recoverable on account of damages to the cargo shall be based on the actual realization amount received by RINL upon disposal of the same. The decision of Company/Employer on Loss/Damages/Shortages shall be final and binding on the Contractor. The accounting of shortages will be done by the Company/Employer on every ship consignment basis. Payment against Contractor's Bills for a ship consignment shall be made after recoveries towards shortages, if any. In case of excess material is found at the destination stockyard over and above the total quantity of all STCs due to variation between two weighing scales at loading point and destination, the same shall be treated as Company/Employer's material and no claim what so ever from the contractor on such excess quantity shall be allowed. However, in case of excess quantity arising due to delivery at wrong destination, the contractor will be allowed to lift the same and deliver at correct destination within the allowable transit period. All extra costs incurred by the Company/Employer due to such wrong delivery by the contractor shall be determined by the Company/Employer and recovered from the bills of the contractor and the decision of the Company/Employer in this regard shall be final and no claim by the contractor shall be entertained.

- 24.0 **INSURANCE OF MATERIAL:** The Contractor shall be responsible for effecting Insurance for the materials against all possible perils during sea voyage, during inland transportation and interim storage from the time the material is lifted from Visakhapatnam Steel Plant premises till delivery of the material at RINL destination Stockyard. The required premium shall be borne by the Contractor. Beneficiary of the Insurance Policy shall be "RASHTRIYA ISPAT NIGAM LIMITED". The said policy shall be valid during the period of the Contract and be deposited with the Company/Employer.

- 25.0 The Contractor shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The Company/Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. The Contractor shall be responsible for obtaining Insurance Cover 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, with the Company/Employer as the Principal holder. The said policy shall be valid during the period of the Contract and be deposited with the Company/Employer.
- 26.0 The Contractor shall be responsible for any damage caused to the Truck/Trailer etc., deployed and to the Vessel chartered by the Contractor during the course of operation. 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 Company/Employer. In case, the Company/Employer is called upon to meet any such obligations which otherwise should have been met by the Contractor by statutory authorities, the same should be reimbursed to the Company/Employer by the Contractor without loss of time.
- 27.0 **TAXES AND DUTIES:**
- 27.1 The Contractor shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the Contractor in connection with discharge of his obligations under this contract, except Service Tax. The Company shall reimburse the Service Tax paid by the Contractor. The Company/Employer shall no way be responsible for paying such Taxes and Duties. No increase on the quoted rates shall be allowed on account of any increase in statutory levies except service tax.
- 27.2 The Contractor shall obtain registration for Service Tax within 30 days of the commencement of the Service and submit a copy of the certificate of registration under Service Tax Rule 1994. The charges liable for Service Tax and classification of service should be indicated by Tenderer, after obtaining the Service Tax registration.
- 27.3 Service Tax paid by the contractor shall be reimbursed by the Company/Employer. For this purpose, the Contractor shall make the Invoice/Bill for Taxable service as per the requirement of Rule 4A of the Service Tax Rules, 1994. The Invoice/Bill shall be serially numbered and signed by the Contractor or the person, who is authorized by him and shall contain the following :
- (i) The Name, Address and Registration Number of the Service Provider.
 - (ii) The Name and Address of the person receiving Taxable Service i.e., RINL
 - (iii) Description, Classification and Value of the Taxable Service provided or to be Provided.
 - (iv) The Service Tax payable thereon and the cess payable thereon.
- If Service Tax is replaced by Goods and Services Tax (GST) or any other Tax, on the Service provided by the CONTRACTOR, the CONTRACTOR may claim such new tax, instead of Service Tax, from the COMPANY. The COMPANY shall pay/reimburse the new tax to the CONTRACTOR, provided the CONTRACTOR furnishes the documents required and complies with the obligations under the Law relating to such new tax.
- 27.4 Income tax, if leviable, shall be borne by the Contractor. The Contractor shall be responsible for furnishing Income Tax declaration and file returns with respective Income Tax authorities, as required under the Income Tax Act.
- 27.5 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 Tax Authorities on account of the Contractor and the Employer shall provide the Contractor tax deducting certificate.
- 27.6 Octroi if payable enroute, shall be reimbursed by the Company/ Employer at actuals against original receipts.

28.0 PRICE VARIATION:

- 28.1 **PRICE VARIATION CLAUSE:** By submitting a quotation, the tenderer shall be deemed to have fully familiarized himself with all the requisite data in connection with the contract. After the tender is accepted no claim will be entertained for enhancement of the rates or otherwise on account of work involved on any ground whatsoever.
- 28.2 The rates for Jobs at Item No. 2 of Schedule of Rates shall not be subjected to any variation during the pendency of the contract. However, the EMPLOYER shall revise the rates w.e.f. 1st April and 1st October for Jobs at item No. 1 and Item No. 3 of Schedule of Rates, consequent to changes in the price indices for Labour and HSD.
- 28.3 The formula for revision of rates for Jobs at items 1 and 3 shall be as follows.

$$R1 = R0 * \{ 0.60 + [(L1 / L0) * 0.15] + [F1 / F0 * 0.25] \}$$

Where

R0 = Contracted rate

R1 = Revised/computed rate

L0 = CHD Labour rate prevailing on actual TOD

L1 = CHD Labour rate prevailing on 31st March / 30th September (for revision in rates w.e.f. 1st April / 1st October)

F0 = HSD Rate prevailing on the actual TOD

F1 = HSD Rate prevailing on 31st March / 30th September (for revision in rates w.e.f. 1st April / 1st October)

- 28.4 The tenderer will be deemed to have quoted with reference to base indices as below:

i) Labour:

The tenderer shall submit wage rate circulars issued by DLB / Cargo Handling Division for the workmen for registered scheme for the wage rates applicable on the closing date of tender.

For the purpose of calculation of price variation under labour, the increase / decrease in the following components of wages of mazdoor of DLB / Cargo Handling Division labour of registered scheme with reference to base date i.e., Tender Opening Date shall be taken into account:

(i) Basic (ii)VDA (iii) applicable levy on basic and VDA components.

Such percentage of increase / decrease shall be applicable for calculation of price variation in rates under labour as per clause 28.3 above of special conditions of contract.

ii) Fuel:

The retailed ruling price of DIESEL on the base date as per clause no.28 at the nearest petrol / diesel filling station run by or authorized by any of the Public Sector Oil Companies viz. HPCL/IOCL/BPCL etc., at Visakhapatnam.

- 28.5 Where re-bids are obtained and/or rates were revised during negotiation, the base date for escalation referred above shall be the date of opening of revised quotation/ negotiation and not the date of closing of tender.
- 28.6 When there is revision in rates for labour and / or fuel, the contractor shall work out and furnish the revised rates with the supporting documents and clarifications for approval of the employer as per the price variation clause and its sub clauses. The revised rates approved by employer shall be the basis for escalation bills till further revision.

28.7 Adjustment in rates will involve both upward and downward revision depending on the fluctuation in the indices. The recoverable amounts on account of downward revision of prices shall be recovered from any some due or become due to the contractor under this or any other contract with the company.

28.8 Variation in the rates as per above clauses would always be made with reference to the indices on the base date as defined above only.

29.0 **PAYMENT TERMS:**

29.1 The Company/Employer (RINL/VSP) shall pay to the Contractor as per the schedule of rates and subject to other terms and conditions of this contract for the operations described herein carried out on the specific written instructions of the Company/Employer covering all the points mentioned in the descriptions as per Terms and Conditions of Contract. The payments shall be made by Electronic fund transfer / RTGS / any other electronic mode introduced by RBI, to the Bank account of the Contractor. The successful tenderer has to furnish the format prescribed at ANNEXURE-7.

29.2 All statutory levies (except Service Tax, which shall be reimbursed by the Company/Employer) and expenses shall be borne by the Contractor.

29.3 The contractor shall submit bills to the I/c Logistics- P&D Section / BC Gate Marketing Office of the Company/Employer, along with the requisite supporting documents like acknowledgement of the Stockyard I/c Branch Manager of the destination VSP Stockyard regarding quality/quantity of the material received indicating the no. of coils/bundles consignment-wise. The payment shall be made on the basis of weight of actual quantity received at the Stockyard or STC quantity whichever is lower. The weight recorded at the Company/Employer's Stockyard weighbridge shall be final and binding. No claim whatsoever shall be entertained on this account. While submitting their bills, the contractor shall also enclose copies of respective MMSTA/IMSTA and Bill of Lading, in support of his claims. The Contractor's bills shall be recommended for payment by the Engineer Incharge after taking into consideration of all the recoveries as per contract and after ensuring compliance of the statutory payments by the contractor like Minimum Wages, PF, ESI etc, to the paying authority.

29.4 Subject to any deductions which the employer may be entitled to take under the Contract, the Contractor shall be entitled for payments generally as follows:

a) 75% of the amount payable for item 1 within 7 (seven) working days from the date of receipt of Bills from the contractor along with the following documents:

- (i) Original Invoice in Triplicate
- (ii) Original Bill of Lading of the consignment
- (iii) MMSTA/IMSTA
- (iv) STCs
- (v) Weighment Slips

b) 100% of the amount payable for item 2 within 7 (seven) working days from the date of receipt of Bills from the contractor along with the following documents:

- (i) Original Invoice in Triplicate
- (ii) Copy of "Statement of Facts" issued at the destination port.

and

c) 100% of the amount payable for item 3 and balance 25% of the amount payable for item 1 within 7 (seven) working days from the date of receipt of Bills from the contractor duly supported with the following documents:

- (i) acknowledgement of receipt of the material from the stockyards, product wise and consignment wise,
 - (ii) Truck/Trailer Transfer/Delivery Challan/Receipt,
 - (iii) Statement of Material transferred Product-wise,
 - (iv) Product-wise Reconciliation Statement.
- 29.5 The payment shall be made after effecting the recoveries on account of Shortages and various penalties if any as certified by Branch Manager/Stockyard Incharge and as recommended by Engineer-in-charge.
- 29.6 The weight recorded at the Company/Employer's Stockyard Weighbridge shall be final and binding. No claim what so ever, shall be entertained on this account.
- 30.0 The Contractor shall adhere to all Safety and Security Rules and regulations in force in the Plant.
- 31.0 The Contractor shall comply with all statutory regulations/ enactments including Employees Provident Fund and (Miscellaneous Provisions) Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970 and Employee's Compensation Act, 1923.
- 32.0 The Company/Employer shall have the option to terminate the contract at any time giving one month's notice without assigning any reason whatsoever.
- 33.0 In the event of the Contractor's failure to discharge his obligations and duties stipulated in the contract, to the satisfaction of the Company/Employer, the Company/Employer may terminate the contract summarily without notice and debar the Contractor for a period of 2 years and get the balance work done at the Contractor's risk and cost. The decision of Company/Employer in this regard shall be final and binding.
- 34.0 Notwithstanding the expiry/termination of the Contract, the liabilities and obligations of both Company/Employer and the Contractor, as set in the Contract, will continue to be in force until all materials received by the Contractor upto the date of termination / expiry are delivered by the Contractor to the designated stockyards or accounted for to the Company/Employer.
-

ANNEXURE -1**CHECK LIST FOR BANK GUARANTEES****Name of the party submitting BG:****Party Code:****Tender No:****Name of the Bank issuing BG:****Branch issuing the BG:****BG No.:****BG Date:****BG Value:**

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

Signature of the Tenderer**Date:**

ANNEXURE - 2

(PROFORMA)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(REFER CLAUSE ON EARNEST MONEY DEPOSIT OF TENDER DOCUMENT)

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

TO BE ESTABLISHED THROUGH ANY NATIONALIZED BANK / SCHEDULED COMMERCIAL BANK THROUGH THEIR BRANCH / ASSOCIATE BANK IN VISAKHAPATNAM AND PAYABLE AT VISAKHAPATNAM WHOSE ADDRESS IS ALSO TO BE SPECIFIED IN THE BG. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant,
Admn. Building,
Visakhapatnam-530 031.
INDIA.

Bank Guarantee No.

Dt.

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. _____ dtd. _____ (hereinafter referred to as the said Invitation to Tender) for the work of _____.

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for an amount of Rs.75 lakhs (Rupees Seventy Five Lakhs only) and valid upto _____ as guarantee that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL for a period of 180 (One hundred and eighty) days from the date of actual opening of tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Security Deposit Guarantee (SD) Bond in favour of RINL, in the form of Bank Guarantee within 30 (Thirty) days from the date of LOA.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for the work of APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur Rs Rs.75 lakhs (Rupees Seventy Five Lakhs only).

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto_____

We, _____ (mention the name of bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch _____ (mentioning the name & address of branch) at Visakhapatnam and they shall honour such demand in any case not later than next working day.

Issuance of this Bank Guarantee may also be got confirmed from our controlling Branch / Office / Higher Authority/ (Name & Address of the branch).

For and on behalf of

(Name of the Bank)

Signature:

Name:

()

Duly constituted attorney and
authorised signatory

Designation :

Name and Address :
of the Bank

ANNEXURE-3

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
(Separate SD for each destination stockyard to be submitted)

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE BOND

(FROM A SCHEDULED BANK)

Name & Address of the Bank:

Bank Guarantee No.:

Date of issue:

Date of expiry:

Limit of liability:

Ref: VSP's Order No:

WORK: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI/ MUMBAI / AHMEDABAD ON END TO END LOGISTICS BASIS.

Subject: Security Deposit

To,

M/s Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Main Administrative Building
Visakhapatnam-530031.

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP) and also having one of its Regional/Branch Sales Offices at _____

(hereinafter called the Employer) having agreed to accept the Security Deposit of Rs._____/-(Rupees _____) furnishable to the Employer by M/s _____ (hereinafter called 'the Contractor') under the terms and conditions of LOA No._____ dated _____ (hereinafter referred to as 'the said Contract' which expression shall in case of execution of any formal agreement between the Employer and the Contractor shall include the said agreement) for APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI/MUMBAI/AHMEDABAD ON END TO END LOGISTICS BASIS, covered under the said Contract as a guarantee for the security of materials under the custody of the said Contractor in terms of the said Contract as also for the due fulfillment of all the terms and conditions contained in the said Contract, in the form of a Bank Guarantee for Rs._____/-(Rupees _____ only), we _____(Name of the Bank) (hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

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

We, _____ (mention the name of bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch _____ (mentioning the name & address of branch) at Visakhapatnam and they shall honour such demand in any case not later than next working day.

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

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

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

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

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

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

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

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

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

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

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

Issuance of this Bank Guarantee may also be got confirmed from our controlling Branch/Office/ Higher Authority/ (Name & Address of the branch).

For and on behalf of

(Name of the Bank)

Signature:

Name:

()

Duly constituted attorney and
authorised signatory

Designation :

Name and Address :
of the Bank

ANNEXURE - 4

PROFORMA FOR BANK SOLVENCY CERTIFICATE

Certified that Mr. / M/s _____
_____, having his / their Bank account with _____ Bank are
solvent and that he / they has / have the Financial capacity to execute the work
of _____.

Place

Signature

Date

Designation

Name of Bank

Seal

N.B. The tenderer should be solvent to the extent of _____ (Rs. 10 Crores).

ANNEXURE-5

DECLARATION

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

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

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

Signature :

Name :

Seal :

ANNEXURE-6

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The Dy. General Manager,
P & D Section, Marketing Dept.,
Visakhapatnam Steel Plant

Dear Sir,

Sub: **NO CLAIM CERTIFICATE.**

I/We hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for Multimodal Transportation of Steel materials from VSP Plant at Visakhapatnam to RINL Stockyards at Kochi, Mumbai & Ahmedabad I/We have no claims against your Company.

Bill no.

Date

Amount

Yours faithfully,

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

ANNEXURE-7

Consent for E-Payment

From

To

Executive Incharge
RINL/VSP

Ref: E-Payment

Contract /WO No:

I/We agree for EFT/RTGS/Direct Credit (Strikeout whichever is not applicable) or any other mode of electronic payment introduced by RBI from time to time. The payment credited to our Bank A/c will be in full discharge of the obligations of RINL/VSP and we shall have no claim what so ever in respect of the bill, for which, payment is made.

I/We furnish here below the bank account details:

Name of the Bank

Branch Name, place and MICR Code of the Branch, in case of RTGS, IFSC Code of the Branch,

Beneficiary's Account Number in full

Type of Account

Name and style of account

For _____ & Company

Authorised Signatory /Proprietor

(**Note:** Endorsement by Bank Manager is necessary to ensure correctness of the Bank details provided)

ANNEXURE - 8

INTEGRITY PACT

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for “

.....”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an External Independent Monitor(s) (EIM (s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

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

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

- (1) The Bidder(s)/ Contractor(s) commit to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal’s tender process or contract execution.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal’s tender process or execution of the contract.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign “Suppliers/contract agencies”, shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

Copy of the Guidelines on Indian Agents of Foreign “Suppliers/contract agencies” is enclosed.

- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

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

This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

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

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s)/ sub-contractor(s):

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

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

- (1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM (s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.
- (3) The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the EIM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.
- (6) As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The EIM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the EIM.
- (8) EIM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.
- (10) The word 'Monitor' means External Independent Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

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

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

Place -----

Date -----

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN “CONTRACT AGENCIES”

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

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

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

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

- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted
 - 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission / remuneration, if any, reserved for the Bidder in the quoted price(s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

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

1. Sri Venugopal Nair, IPS & Ex CVO-SAIL (Retd.)
2. Sri SP Rao, Ex.MD, SAIL

(for details please see our website www.vizagsteel.com)

VIGILANCE TOLL FREE NO: 1800 425 8878

Annexure – 9

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

AGREEMENT NO. _____ DATED _____

AGREEMENT FOR THE WORK OF COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

ARTICLES OF AGREEMENT

This Articles of Agreement made this _____ day of _____, Two Thousand Fifteen between RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM, a Company registered under the Companies Act, 1956, and having its Registered office at Administrative building, Visakhapatnam Steel Plant, Visakhapatnam – 530 031, Andhra Pradesh, INDIA, hereinafter referred to as the **COMPANY** (which expression shall include its successors and assigns) of the FIRST PART and M/s _____, a Company registered under the Companies Act, 1956 , and having its Registered Office at _____

_____ hereinafter called the **CONTRACTOR** (which expression shall include its successors and assigns) of the SECOND PART.

WHEREAS, the COMPANY was desirous for awarding a Contract for the work of **COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI/ MUMBAI /AHMEDABAD ON END TO END LOGISTICS BASIS** as envisaged in the Notice Inviting Tender No. VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17 and the COMPANY have accepted the tender submitted by the CONTRACTOR for the execution and completion of the said WORK.

(Contd. in pg.2)

::2::

AND WHEREAS, the COMPANY had awarded the work under Letter of Acceptance No. _____ dtd. _____ appointing the CONTRACTOR named above for carrying the WORK as per the Terms & Conditions given in the tender as per ANNEXURES - I to V hereto and the CONTRACTOR has agreed for the execution and completion of such WORK, for the period of _____ years from _____.

AND WHEREAS the CONTRACTOR, pursuant to the terms of Notice Inviting Tender, has already submitted the full Security Deposit of Rs. _____ /- (Rupees _____ only) by way of a Bank Guarantee No. _____ dtd. _____ issued by M/s _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The various Annexures set out below and hereto annexed and marked as Annexure-I to Annexure-V as mentioned hereunder shall be deemed to form and be read and construed as part of this Agreement for the purpose of construction, interpretation and effect thereof:

Annexure-I: Letter of Acceptance No. _____ dt. _____ along with its Annexure (Schedule of Rates).

Annexure-II: Offer no. _____ dtd. _____ submitted by M/s _____.

Annexure-III: Notice Inviting Tender No. _____ dtd. _____ containing Special Conditions of Contract (SCC), General Conditions of Contract (GCC), Instructions to tenderers, Annexures etc. of the Tender document.

Annexure-IV: Details of Wage rates and Levy & Manning Scales as per CHD norms as applicable on _____ and retail selling price of diesel as on _____.

Annexure-V: INTEGRITY PACT duly signed by the COMPANY and the CONTRACTOR.

3. In consideration of the payments to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY for due performance, execution and completion of the contract WORK strictly in conformity in all respects with the provisions of the Contract.
4. The COMPANY hereby covenants to pay to the CONTRACTOR in consideration of the due performance, execution and completion of the WORK, the Contract rates as may become payable to the CONTRACTOR for various items of Work as mentioned against each item in the Schedule of rates at Annexure-I to this Agreement, at the times and in the manner described in the Contract.

5. No amendment to this Agreement is valid or be of any affect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Agreement.
6. All disputes arising out of or any way connected to this Agreement shall be deemed to have arisen in Visakhapatnam, Andhra Pradesh and only the courts in Visakhapatnam, Andhra Pradesh will have the jurisdiction regarding this Contract.
7. It is agreed and declared by the Parties hereto that there is no other Agreement between the parties in respect of anything said or done in connection with this CONTRACT apart from those as are contained in these presents and Annexures referred to herein.
8. Failure to enforce any of the terms and conditions contained in the CONTRACT shall not operate as a waiver of the terms and conditions by or be construed as breach thereof against the COMPANYY.
9. In case of any conflict between the terms and conditions contained in the tender documents and Contract documents, the provisions contained herein shall prevail over those contained in the documents referred to in Para 2 above.
10. The several parts of this Agreement have been read to us and fully understood by us. IN WITNESS WHEREOF the parties hereto have executed these presents at Visakhapatnam on the day, month and year first above written:

FOR AND ON BEHALF OF THE COMPANY

Signature:

Name:

Designation:

Company: Rashtriya Ispat Nigam Ltd.
Visakhapatnam Steel Plant.

Place: Visakhapatnam

IN THE PRESENCE OF:

1. Signature:

Name

Designation:

Place: Visakhapatnam

2. Signature:

Name:

Designation:

Place: Visakhapatnam

FOR AND ON BEHALF OF THE CONTRACTOR

Signature:

Name:

Designation:

Company: Authorised Signatory of
M/s

Place: Visakhapatnam

IN THE PRESENCE OF:

Signature:

Name:

Designation:

Place: Visakhapatnam

Signature:

Name:

Designation:

Place: Visakhapatnam

ANNEXURE-10**LIST OF SAFETY VIOLATIONS – CATEGORY WISE AND APPLICABLE FINES**

Category	Safety Violations	Fine
I	1. Occasional violation of not wearing crash helmet. 2. Driver of two wheeler carrying more than one pillion rider. 3. Wrong Parking of vehicle.	First offence: Rs.100 Second or subsequent offences: Rs.300 --do-- --do--
II	<u>MINOR VIOLATIONS</u> 1. Working at height without height pass. 2. Unauthorized entry at hazardous location. 3. Engaging workers without safety training. 4. Proper ladder/steps not provided for working. 5. Failure to provide proper Shuttering at excavation works. 6. Power connection taken from board without proper board plug. 7. Fitness certificated of cranes/hydra/heavy vehicles not available. 8. Crane rope conditions not ok. 9. Not wearing safety helmet/ safety shoe at site. 10. Safety goggles/ Hand gloves not used. 11. Gas cutting without goggle. 12. Rolling/lifting of cylinder/dragging on the ground (without cage). 13. Welding with non standard holder. 14. Welding machine earthing not done (double body earthing). 15. Gas Hose pipe clamping done by wires. 16. LPG. Cylinder date expiry/over. 17. Loading/unloading of cylinder –cushion not given. 18. Condition of hose pipe not good. 19. Working with leaking cylinder. 20. Using non power cable instead of welding cable. 21. Working without work permit/shut down. 22. Not putting red flags / stoppers. 23. Dismantling of structure without authorized plan. 24. Unauthorized Oxygen /nitrogen tapping. 25. Not having proper gate passes/other area passes. 26. Use of damaged slings/tools/ropes. 27. Use of Hand grinders/mixer machines without guard. 28. Not reporting of accident. 29. Taking shelter behind electrical panel. 30. Driving of heavy vehicles on the main road during restricted hour. 31. Truck side panel/broken not ok. 32. Dropping / Spillage of material on the road. 33. No number plate on vehicle. 34. No indicator light / brake light on vehicles. 35. Driving Dangerously. 36. Overloading of the vehicles beyond CC weight. 37. Racing and trials of speed, overtaking heavy vehicles. 38. Moving vehicles in unauthorized restricted routes. 39. Talking with cell phone while driving. 40. Truck carrying Powdery material without tarpaulin. 41. Vehicles without Red flags/Red lights, Side guards & Dunnage. 42. Stock protruding out of the truck body.	First Violation:Rs.2,500/- Second violation: Rs.10,000/- Third time repeated violation: Rs. 20,000/-
III	<u>MAJOR VIOLATIONS</u> 1. Using bamboo or other non standard material for scaffolding. 2. Railing not given at platforms or opening of floor. 3. Scaffolding planks not tied properly. 4. Throwing / dropping of material from height. 5. Proper ladder/approach not given for working at height. 6. Walkway / cross over path not provided.	

IV	7. No barricading of excavated pits. 8. No top cover on power distribution board 9. Sleeping under truck. 10. Absence of Supervisor at height works, confined space jobs and other hazardous jobs. 11. Welding screen /Face shield, welder gloves not used. 12. Driving vehicles without Valid driving license. 13. Driving by an Drunken person	Rs. 7,500/- for 1 st violation, 2 nd and subsequent violations Rs.15000/-
	<u>HIGH RISK VIOLATIONS</u> 1. Failure to use Full body harness with double lanyard. 2. Life line of Full body harness not anchored. 3. Floor opening left unguarded in the area of work. 4. Working at roof without daily permit. 5. Working in confined space without confined space work permit. 6. Violation of electrical shut down/PTW 7. Violation of HOT work permit system	Rs.15,000/-
V	1. Serious injuries and permanent disabilities. 2. Fatal Accident Cases	Rs 100000 or 2.5% of contract value Whichever is less. Rs 2,00,000/- or 10% of contract value whichever is lower.

Notes:

1. The above fines related to the accidents mentioned at Category-V will be imposed on agency in case the reasons to the accidents are attributable to the agency.
2. Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3rd incident for the reasons attributable to contractor.
3. The fines mentioned above are in addition to those which are applicable as per the statutory Acts & Rules. In case of any imposed fine by any statutory authority, the same shall be over and above the contractual clauses.
4. Operating authority will assess the fine amount having regard to all the circumstances in particular the nature and gravity of the violation on the advice of Head of the Safety Engineering Dept. and issue a show-cause notice specifying there in the proposed fine. Considering the cause shown by the contractor, if any, the operating authority shall pass final orders which shall then be binding on the contractor. The fine amount shall be recoverable from any bill and / or EMD /SD of the contractor without any further reference to him.

CONSORTIUM AGREEMENT FORMAT

(To serve as a model for the tenderers)

[INSERT NAME OF THE CONSORTIUM]

THIS CONSORTIUM AGREEMENT executed on the _____ day of _____ 20__

BETWEEN: [INSERT NAME OF PARTY A & NATURE OF PARTY A]
whose registered office is at [Insert address].

AND [INSERT NAME OF PARTY B & NATURE OF PARTY B]
whose registered office is at [Insert address].

AND [INSERT NAME OF PARTY C & NATURE OF PARTY C]
whose registered office is at [Insert address].

AND [INSERT NAME OF PARTY D & NATURE OF PARTY D]
whose registered office is at [Insert address].

-----**(add rows if required)**-----

(hereinafter referred to individually as a "Party" and collectively as "Parties") for the purpose of making a bid and entering into a Contract (in case of award) against the tender no. _____ dated ____ for (tender subject) of RINL/VSP having its registered address (hereinafter called the Company)

RECITALS

WHEREAS the Parties wish to co-operate over [insert details];

WHEREAS the Parties have the relevant and related experience to execute the contract if awarded as detailed in Appendix-I;

AND WHEREAS this Consortium Agreement sets out the relationship between the Parties and RINL/VSP.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

Effective Date : The date of signing of the agreement

Tender : Tender ref. no.

Tender Job : Tender description

Party : Each Party of the consortium shall be individually referred to as Party

Parties : Each Party of the consortium shall be jointly referred to Parties

2. Lead Member/Leader and Authorised signatory

The Parties hereto agree that the [insert name], Party __ *hereinabove mentioned*, will be the "Lead Member/Leader" and authorize him as their agent to sign agreements in their name and on their behalf in relation to the tender job.

Notices and other communication under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices shall be directed to the address of the Lead Member as mentioned in the Consortium agreement. Any notice, communication etc served on the Lead Member will be deemed to be served on the Consortium and all the parties.

The Parties agree that the Lead Member will open and maintain a dedicated bank account in the name of the Consortium for the benefit of the Parties and the use of the Consortium. Without prejudice to its authority to contract on behalf of the Parties in relation to the Tender, the Lead Member agrees to take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Parties before signing agreements for the benefit of the Consortium and the other Parties.

The Parties agree that the Lead Member will be in touch with the Company for day to day coordination and execution of the Contract and will take all necessary instructions and directions from the Company on behalf of the Consortium for execution of the Contract. The Company will be required to communicate with the Lead Member only.

3. PURPOSE OF THE CONSORTIUM

The purpose of the Consortium is:

- To participate in the _____ tender of RINL and enter into agreement for the purpose if contract is awarded.
- to specify the organisation of the work between the Parties in carrying out the _____ (subject of the tender) and to set out the rights and obligations of the Parties;
- All General Conditions of the Contract (GCC) and Special Conditions of the Contract (SCC) of the tender no. _____ and _____ (subject of the tender) guidelines are applicable and the consortium and its Parties shall abide by the same.

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the Effective Date and shall continue until the completion of the tender on [insert Date].

The duration of this Agreement may be extended beyond [insert Date], at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

5. RESPONSIBILITIES OF THE INDIVIDUAL PARTIES OF THE CONSORTIUM

- a) It is hereby agreed between the Parties that each Party of the Consortium shall be jointly and severally liable for all acts done by the Consortium
- b) It is also hereby agreed that none of the Party shall be permitted to withdraw from the consortium once the tender ___ dated ___ has been awarded by RINL in favour to the consortium.
- c) The Parties are not permitted to change their name or their constitution during the term of the agreement.
- d) Each party shall ensure to take necessary steps so that the work under the agreement / tender shall not be affected at any time due to any act or negligence on their part.
- e) Each party shall indemnify and keep indemnified RINL against all acts or omission or negligence on their part or on part of other Parties of the consortium
- f) Each Party undertakes to each other Party to perform and fulfill on time the tasks assigned to it by the Consortium and all other of its obligations under this Agreement.
- g) Each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Consortium without obtaining prior approval from the other Parties.

6. Share Proportion

The share ratio of each of the parties to the consortium shall be as under

- A - ____%
- B - ____%
- C - ____%
- D - ____%

-----*(add rows if required)*-----

The liabilities of the parties towards each other shall be limited to the proportion of the shares that they hold in the consortium. However the liabilities of the Parties towards RINL shall not be restricted to the amount of shares that they held. They shall be jointly and severally liable for all claims made by RINL; however after settling the claims of RINL the Parties may internally settle their accounts as per their share ratio.

7. DISTRIBUTION

Payments are made from RINL to the [Consortium through the Lead Member]. Any payment released to the Lead Member by the Company will give it a valid discharge from the liabilities and obligations from the Consortium. Thereafter [Consortium/Lead Parties] shall apportion the budget between the Parties as per the following terms:

8. Each Party acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks and work packages assigned to it under this Agreement and shall accordingly:

- (a) procure and maintain its own insurance with insurers of good repute, to cover its own liabilities and those on behalf of its Personnel;
- (b) keep true and accurate records of all things done by its Personnel in relation to the tasks and work packages assigned to it under this Agreement
- (c) comply and assist the Consortium, complying with all relevant statutes, laws, regulations and codes of practice relating to its tasks and work packages from time to time in force;

9. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of the tasks and work packages, which will be entirely at the Party's own expense.

10. In case of any breach of the said Contract by the Lead Member or other Constituent of the Consortium agreement, the Lead Member do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

11. Further, if the Company suffers any loss or damage on account of any breach in the Contract the Lead Member of these presents undertake to promptly make good such loss or damages caused to the Company, on its demand without any demur. It shall not be necessary or obligatory for the Company to proceed against Lead Member to these presents before proceeding against or dealing with the other Party/Parties.

12. The financial liability of the Parties of this Consortium agreement to the Company, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Consortium agreement, read in conjunction with the relevant conditions of the NIT Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Parties of the agreement.

13. It is expressly understood and agreed between the Parties to this Consortium agreement that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix-II (To be incorporated suitably by the Party to this agreement). It is further agreed by the party that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the parties under this contract.

14. In case of an award of a Contract, we the Consortium members do hereby agree that we shall be jointly and severally responsible for the scope of the tender respectively executed and Lead Parties shall be furnishing the requisite Bank guarantee for Security Deposit in favour of the Company in the forms acceptable to Company.

15. It is further agreed that the Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Company discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

16. CONFIDENTIALITY

Each Party hereby undertakes to the other Parties to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and provisions of this agreement and as well as all the information, data, details etc that will be made available to the Consortium by the Company without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with Indian law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Courts in India situated at _____.

The Parties agree to use best efforts to resolve disputes in an informal manner. However if the disputes or differences are not resolved amicably between the Parties, the matter shall be referred to Sole Arbitrator to be appointed by mutual agreement as per the Arbitration and Conciliation Act, 1996 and rules made there under. All the Parties submit themselves to the exclusive jurisdictions of the courts of _____

The seat and venue of arbitration will be at _____.

The costs of the Arbitrator and arbitration proceeding shall be borne equally by the parties

18. ASSIGNMENT

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any party without obtaining the prior written consent of the other parties and the Company. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers as on the day and year first above written.

- 1) Name & address of the authorised signatory of the 1st Party: Seal & Signature of the authorised signatory of 1st Party:

- 2) Name & address of the authorised signatory of the 2nd Party: Seal & Signature of the authorised signatory of 2nd Party :

- 3) Name & address of the authorised signatory of the 3rd Party: Seal & Signature of the authorised signatory of 3rd Party:

- 4) Name & address of the authorised signatory of the 4th Party: Seal & Signature of the authorised signatory of 4th Party:

-----*(add rows if required)*-----

Witness 1:

Witness 2:

-----***-----

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)

Marketing Department, Main Administration Building Visakhapatnam 530031
Phone: 0891-2421104/2421046/2424125; Fax: 0891-2518316;
E-mail: prashantsagar@vizagsteel.com ; mktg_services@vizagsteel.com
sarma_avss@vizagsteel.com
Visit us at www.vizagsteel.com

Part C of Tender: SCHEDULE OF RATES

Sub: APPOINTMENT OF MULTIMODAL TRANSPORTATION AGENCIES FOR COASTAL MOVEMENT OF VSP STEEL PRODUCTS FROM ITS PLANT TO RINL STOCKYARDS AT KOCHI, MUMBAI & AHMEDABAD ON END TO END LOGISTICS BASIS.

Ref: OPEN TENDER NOTICE NO. **VSP/MKTG/Coastal Movement /2016-17/01 DT.07/02/17.**

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

- 1) The rates should be quoted separately for each item for the destinations in the Schedule of Rates i.e. PRICE BID.

In case of Kochi:

The tender evaluation shall be done on independent L-1 basis for appointing one agent for the destination stockyard.

In case of Mumbai & Ahmedabad:

Tenderers must offer their rates for both destination stockyards as the tender evaluation shall be done on the basis of combined L-1 value for appointing one agent commonly for both the destination stockyards.

Offers received with rates only for one destination stockyard (Mumbai or Ahmedabad) shall not be considered for evaluation.

- 2) Consolidated rate for all the items shall not be accepted.
- 3) The rates quoted will be deemed to include the cost of all materials, consumables, labour, tools, tackles, plant, cranes, machinery, trucks, equipments, berthing charges, port levies, all expenses in relation to shipping etc. required for due performance of the work as per instructions of the Company/Employer or its authorized representative. The quoted rates shall include cost of marine insurance, inland transit insurance etc.
- 4) The rates quoted are inclusive of all taxes, duties, levies and other liabilities which are applicable or which may become applicable to the Contractor, in connection with discharge of his obligations under this contract, but are exclusive of Service Tax component. The Company shall reimburse the Service Tax paid by the Contractor. The Company/Employer shall no way be responsible for paying such Taxes and Duties. No increase on the quoted rates shall be allowed on account of any increase in statutory levies except service tax.
- 5) Quoted Rates are to be mentioned in figures as well as words. In case of discrepancy between figures and words, the rate quoted in words shall be considered for evaluation.

- 6) Contract value for each destination is the product of Indicative annual quantity and the quoted rates destination wise. Rates are to be quoted considering the Port of Unloading and destination stockyards as mentioned in Terms and Condition of Tender.
- 7) Except the details as mentioned in the "Schedule of Rates", any other Caveats/ conditions/qualifications/information etc., if any, given in the format shall not be considered for evaluation.
- 8) **MODE OF EVALUATION:** The evaluation shall be done on L-1 basis for all the destination RINL stockyards as per the details given below:

In case of Kochi:

The tender evaluation shall be done on independent L-1 basis for appointing one agent for the destination stockyard.

In case of Mumbai & Ahmedabad:

Tenderers must offer their rates for both destination stockyards as the tender evaluation shall be done on the basis of combined L-1 value for appointing one agent commonly for both the destination stockyards.

The total handling value (THV) for each destination shall be arrived by multiplying the indicative quantity and the quoted rates.

e.g: THV from VSP to KOCHI Stockyard = Indicative Qty * (Item 1 + Item 2 + Item 3 of Schedule of Rates).

- 9) **INDICATIVE QUANTITY:** The destination RINL Stockyard-wise indicative quantities, without any guarantee or assurance, are as below:

S.No	DESTINATION RINL STOCKYARD	INDICATIVE QUANTITY (MT/YEAR)
1	KOCHI	60000
2	MUMBAI	75000
3	AHMEDABAD	90000
TOTAL		225000

SCHEDULE OF RATES

S. No	ITEM	UNIT RATE (Rs./MT)		
		KOCHI	MUMBAI	AHMEDABAD
	Indicative Qty (MTs) per Annum	60000	75000	90000
1	Transportation of RINL steel products from its plant upto loading into vessel at load port in Visakhapatnam (VPT/GPL) :			
2	Ocean freight from load port in Visakhapatnam to destination port:			
3	Transportation from destination port to destination RINL stockyard including unloading from vessels & loading onto trailers:			
4	Total Handling Value for the destination RINL stockyard (Indicative Qty * Item Rate 1+ Indicative Qty * Item Rate 2+ Indicative Qty * Item Rate 3)	(In figures):	(Kochi only)	(Mumbai+Ahmedabad)
		(In words):		

NOTE 1: Refer SCOPE OF WORK, DETAILS OF OPERATION & relevant Clauses of Special Conditions of Contract of the tender document for details

NOTE 2: Details of Ports corresponding to the Destination RINL Stockyards for the purpose of quoting the rates for item no. 2 & 3 above:

S. no	Destination RINL Stockyard	Ports
1	Kochi	Cochin/ Vallarpadam
2	Mumbai	Jawaharlal Nehru Port / Mumbai
3	Ahmedabad	Kandla/Mundra

Note 3: Each tenderer shall quote for all components of the tender for all the destinations.

(Signature & Seal of the Tenderer)

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