

# **OPEN TENDER NOTICE**

RASHTRIYA ISPAT NIGAM LIMITED  
(A Government of India Undertaking)

TRANSPORT & SHIPPING SECTION,  
MATERIALS MANAGEMENT DEPARTMENT,  
BLOCK-A, 3<sup>RD</sup> FLOOR, MAIN ADMINISTRATIVE BUILDING,  
VISAKHAPATNAM STEEL PLANT,  
VISAKHAPATNAM - 530 031 (A.P.), INDIA.

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## **OPEN TENDER No. T&S/17/01/ DT.07.07.2017**

Sealed Tenders are invited in Two Parts (**PART-A:** Commercial Bid and **PART-B:** Price Bid in separate envelopes), for Stevedoring, Handling, Clearing & Forwarding of Limestone at Visakhapatnam Port (VPT) or any other Build Operate Transfer (BOT) Terminal at VPT for a period of One year, from reputed Logistics Service Providers capable of deploying suitable Equipment.

### **LAST DATE & TIME FOR TENDER OPENING :**

**UPTO 10:30 Hours (IST) ON 02.08.2017**

Tenderers who are interested to participate in the tender can download the tender document free of cost from our website : [www.vizagsteel.com](http://www.vizagsteel.com) and submit their most competitive offers before the scheduled Tender opening Date & Time as per the instructions given in the tender document. In case of difficulty in downloading of Tender document, the Tender document shall be sent by Post free of cost on written request from the Tenderer.

***Tenderers may regularly visit our website [www.vizagsteel.com](http://www.vizagsteel.com) for any Corrigendum / Addendum.***

**- EXECUTIVE DIRECTOR (MM)**

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT**

Tender document downloaded from [www.vizagsteel.com](http://www.vizagsteel.com) by

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

(Signature and seal of the Tenderer)

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The Bid Money / Bid Bond is remitted with the tender by

BG/DD/PO/BC No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ of  
\_\_\_\_\_ Bank \_\_\_\_\_ Branch

(Signature and seal of the Tenderer)

**OPEN TENDER FOR 'STEVEDORING CONTRACT AT  
VISAKHAPATNAM PORT'**

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TRANSPORT & SHIPPING SECTION,  
MATERIALS MANAGEMENT DEPARTMENT,  
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RASHTRIYA ISPAT NIGAM LTD.  
(A Govt. Of India Undertaking)

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## **INVITATION TO TENDER**

**Tender No. T&S/17/01/ Dated 07.07.2017**

<p><b>LAST DATE &amp; TIME FOR RECEIPT OF TENDERS: UPTO 10:30 HRS. (IST) ON 02.08.2017</b></p>
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**Sub: Tender for Stevedoring, Handling, Clearing & Forwarding of Limestone at Visakhapatnam Port (VPT) or any other Build Operate Transfer (BOT) Terminal at VPT for a period of One year.**

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Rashtriya Ispat Nigam Ltd. (RINL), Visakhapatnam Steel Plant (VSP) invite Sealed Tenders in Two Parts (**PART- A:** Commercial Bid and **PART- B:** Price Bid in separate envelopes) on FIRM basis for the work of Stevedoring, Handling, Clearing and Forwarding of Limestone at Visakhapatnam Port (VPT) or any other Build Operate Transfer (BOT) Terminal at VPT to Visakhapatnam Steel Plant Stack yard for a period of One year, from reputed Logistics Service Providers capable of deploying suitable Equipment.

### **1.0 SCOPE OF WORK:**

- 1.1. Scope of work includes all activities from unloading the Cargo from vessels, till forwarding the same from VPT to Visakhapatnam Steel Plant stack yard like Stevedoring (i.e., Discharge at any berth/Inner Harbour of VPT and/or at any other BOT Terminal at VPT), Wharf Clearance, Handling and Transportation to the stockyard (i.e. Plot at VPT / BOT Terminal Operator premises hired by the Contractor), High stacking, De-stacking, Placement of Railway Indents, Loading into Railway Wagons for transportation to Visakhapatnam Steel Plant Stack yard etc.
- 1.2. RINL / VSP do not have any plot on lease terms at VPT. Therefore, the Tenderer shall make his own arrangements for necessary hiring of the plots at VPT / BOT Terminal Operator premises and stacking till complete evacuation of the cargo to Visakhapatnam Steel Plant Stack yard.

- 1.3. The Tenderer shall furnish their plan of handling the cargo from a vessel viz.,
- i) Full discharge at Inner harbour berths of VPT  
(or)
  - ii) Full discharge at BOT Terminal facility at VPT  
(or)
  - iii) Any other possible plan of handling.
- 2.0 QUANTITY:** The indicative Quantity of Limestone to be imported/handled would be approximately **12,10,000 Metric Tonnes (MT) +/-10%**.
- 2.1. RINL/VSP reserves the option to handle the vessels either at 'Visakhapatnam Port (VPT)' or 'Gangavaram Port (GPL)' based on the cost economics on vessel to vessel basis. Port of discharge will be decided by RINL/VSP based on the 'Lower Net Cost' (including applicable Handling Charges and Freight rate).
- 2.2. Tenderers are requested to note that no guarantee is given to any definite volume of work which will be entrusted to the Contractor at any time or throughout the period of the Contract.
- 2.3. No claim will be entertained from the Contractor for his equipment or labour having remained idle or for any other expenses incurred by him due to flow of work not being continuous or for no work against the Contract.
- 3.0 PERIOD OF CONTRACT:**
- 3.1. The Contract for the work to be assigned against this tender would be for a period of **One year**, from the Date of commencement mentioned in the Letter of Acceptance (LOA) and extendable upto three months at RINL's option at the same rates, terms and conditions.
- 3.2. The Contract can be terminated by the RINL/VSP by giving 30 (Thirty) days advance notice to the Contractor during its currency without assigning any reason whatsoever and without there being any liability on RINL/VSP, whatsoever on such termination.
- 3.3. If for any reason either due to contractual obligations with the Suppliers or Government's decision or for any other reason if the import of Limestone etc. is stopped at any time, during the validity of the Contract, RINL / VSP shall have the right to terminate the Contract without accepting any liability whatsoever by giving 30 (Thirty) days notice.

**EXECUTIVE DIRECTOR (MM)**

**PART – I OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**INSTRUCTIONS TO TENDERERS**

**1.0 ELIGIBILITY CRITERIA:** Prospective Tenderers fulfilling the following eligibility criteria can participate in the tender:

**1.1 Stevedoring License:** Shall possess a **valid Stevedoring License** issued by Visakhapatnam Port Trust (VPT) or in case of BOT Terminal Operators Concession Agreement issued by Visakhapatnam Port Trust. Tenderers holding valid Stevedoring License issued by any other Port in India can also participate subject to the condition that such Tenderers would have to necessarily obtain Stevedoring license from VPT within 21 (Twenty One) days from the date of issue of Letter of Acceptance (LOA) by RINL.

Copy of the valid Stevedoring License / an undertaking by Concession Agreement holder to the effect that they are in possession of a valid Concession Agreement issued by VPT has to be submitted along with the tender.

**1.2 Experience:** Should possess Stevedoring & handling experience of a minimum quantity of **3 (Three) Lakh Metric Tonnes** of Dry Bulk Cargo per annum in any one financial year out of the preceding three financial years ending 31<sup>st</sup> March, 2017 at any Port in India.

Documentary evidence from Port / Dock Labour Board (DLB) / Cargo Handling Division (CHD) Authorities or Work Orders along with the Experience Certificate issued by the Principals duly indicating the details of Work done by the Tenderer shall be submitted as per **ANNEXURE – I** along with the Commercial Bid. However, this clause is not applicable in case of BOT Terminal Operators.

**1.3 Equipment:** Shall be in a position to deploy

- (a) minimum 40 dumpers of 10.0 MT capacity or above
- (b) minimum 10 Front End Loaders or Pay Loaders of minimum 115 HP capacity
- (c) minimum 2 Heavy Duty Front End Loaders of minimum 220 HP in good working conditions.

The equipments shall be either owned or under the control of the Tenderer through valid lease agreement. Documentary evidence in support of the same along with the details as per **ANNEXURE - II** to be submitted along with the Commercial Bid.

However, in the event the entire cargo handling is carried out using Mechanized Handling System, this clause is not applicable. The Tenderer shall submit documentary evidence in support of the above.

1.4 **CHD Registration:** Should be registered with **Cargo Handling Division (CHD)** of **VPT**. The offers of such Tenderers who submit an undertaking to get registered with the CHD within 21 (Twenty One) days from the date of issue of LOA shall also be considered.

1.5 **BOT Terminal Operator:** Any Service Provider of Port or any BOT Terminal Operator at VPT undertaking the operations of Stevedoring, Handling, Clearing and Forwarding of dry bulk cargo like Limestone, Dolomite etc. by Railway Wagons under their purview, can also participate in this tender.

In case, a Tenderer intends to operate at the BOT Terminal Operator facility at VPT, a consent letter from the concerned BOT Terminal Operator confirming their willingness to handle the cargo on behalf of the Tenderer shall be submitted along with the Commercial Bid.

1.6 **Offers of the Tenderers not fulfilling the above Eligibility Criteria are liable for rejection.**

## **2.0 SUBMISSION OF THE TENDERS:**

2.1 Tenderers satisfying the above Eligibility Criteria may submit their offers in accordance with the terms and conditions contained in the tender documents. In the normal course, counter conditions are not acceptable. Offers with non-acceptance of the tender terms and/or offering counter conditions are liable for rejection. However, if any Tenderer feels that it is absolutely essential to spell out certain counter conditions, even at the risk of their offer being rejected, they may do so by attaching a separate sheet of counter conditions to the Commercial Part (**PART- A**) of the Tender. If no such deviations sheet is enclosed to the Commercial Part of the Tender, it shall be presumed that the Tenderer has accepted all the tender conditions unconditionally.

2.2 Tenders shall be submitted in sealed covers in Two parts (**PART- A** : Commercial Bid & **PART- B** : Price Bid in separate envelopes) as follows:

2.2.1 **Commercial Bid (PART- A)** should contain:

- a) The Tender in original tender form duly signed by the Tenderer on all the pages of the Tender and also affixing the rubber stamp as a token of Tenderer's acceptance for the conditions of the tender. Copy of the blank Price Bid (**PART – IV** of the Tender Document) by blocking prices, duly signed affixing rubber stamp to be enclosed.
- b) **Annexures I to IV** of Instructions to Tenderers i.e., **PART – I** of the Tender Document, duly filled.
- c) Documentary Evidence with respect to the eligibility criteria as mentioned at Para 1.0 above .
- d) Earnest Money Deposit (EMD) - **VITAL**.
- e) Copies of Registration Certificates of the Equipment, Vehicles proposed to be employed in the work. Lease Agreement, in case of leased equipment.

- f) Submission of Integrity Pact (**PART – V** of the Tender Document) duly signed along with the signatures of witnesses and also affixing the rubber stamp as a token of acceptance - **VITAL**.

2.2.2 **Price Bid (PART – B)** should contain only the **schedule of rates**, duly filled, signed and stamped.

**Note :** Nothing should be written or attached to the Price Bid.

- 2.3 **Dropping the tender in the Tender Box:** Both the envelopes (**PART- A & PART- B** clearly marked as “COMMERCIAL BID” and “PRICE BID” as may be applicable) should be addressed to the EXECUTIVE DIRECTOR(MM), Purchase Dept., Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031, Andhra Pradesh, India, and should bear in Block Capital Letters, the superscription “**the subject of the Tender, Tender No. & Date and Tender Opening Date (TOD)**”. Both these sealed envelopes shall be kept in another envelope which shall also be sealed and super scribed with “**the Tender No. & Date and TOD**”, and be dropped in the appropriate tender box or sent by Registered Post / courier so as to reach us before **10:30 Hrs (IST) on TOD**. The name and address of the Tenderer should be mentioned on this envelope as well as on the envelopes containing **PART- A & PART- B**.
- 2.4 Offers submitted against the ITT / Tender shall not be returned in case the Tender Opening Date (TOD) is extended / postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD clearly stating the extent of revision done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. RINL / VSP reserves the right to open the original offer along with the revised offer(s).
- 2.5 The Commercial Bid (**PART- A**) shall be opened on the TOD after 10:30 Hrs. (IST) in the presence of those Tenderers or their authorized representatives who choose to be present at the time of tender opening.
- 2.6 The date of opening of the Sealed Price Bids (**PART- B**) of the Tenderers whose Commercial Bids are found acceptable, shall be informed later so as to enable them or their Authorized Representatives to be present at the time of opening of the Sealed Price Bids, if they so desire.
- 2.7 Each offer shall be signed by the Tenderer with his usual signature. Offers from the Partners of Hindu Joint Family firm to be signed in the firm's Name by one of the Partners or the Karta or Manager as the case may be or any other duly Authorized Representative followed by the Name and Designation of the persons so signing.
- 2.7.1 Offers by a Tenderer shall be signed in the name of their Company/Firm etc. by a person authorized on its behalf and a Power of Attorney or other satisfactory proof showing that the person signing the offer on behalf of their Company/Firm etc. is duly authorized to do so, shall accompany the offer.



- 2.8 The Tenderers shall sign all indices, General Conditions of Contract, Special Conditions of Contract, Schedules, Annexures, Corrigendum (if any), etc. as a token of acceptance of the Tender. The signature on the Tender Schedules alone shall be deemed to be acceptance of all the Schedule of Rates, General Conditions of Contract, Special Conditions of Contract, etc. forming part of the Tender Documents. **Non-compliance will result in rejection of the offer.**
- 2.9 The Tenderers position as an Independent Contractor or as the properly accredited Agent of a responsible FIRM, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same FIRM to act as its Agent to be submitted.
- 2.10 **Information / Documents to be submitted:** Full information should also be given by the Tenderer in respect of the following:
- 2.10.1 **In case of Individual:**
- i) His full Name, Address and Place of business.
  - ii) His financial status along with Photostat copies of title deeds of fixed Assets, duly notarized.
  - iii) His Previous Experience.
  - iv) No. of Employees engaged for the job.
  - v) Number of Clients using their service and the total Turnover during the last two financial years on account of the job now quoted.
  - vi) Copy of the GST Registration Certificate.
- 2.10.2 **In case of Partnership FIRMS:**
- i) The Names of all the Partners and their Addresses.
  - ii) Previous Experience of the FIRM and its Partners.
  - iii) An attested copy of the latest Partnership Deed must accompany the tender. Any change in the Constitution of the FIRM shall forthwith be notified by the Contractor to RINL / VSP
  - iv) The financial status of the partnership FIRM along with Photostat copies of Title deeds of fixed assets duly notarized and also a copy of the last annual balance sheet which is audited by a Chartered Accountant.
  - v) Copy of the GST Registration Certificate.
- 2.10.3 **In case of Companies:**
- i) Date and place of Registration including date of Commercial Certificate in case of Limited Companies. Certified copies of Memorandum and Articles of Association are also to be furnished.
  - ii) Previous experience.
  - iii) A copy of balance sheet for the year just ended which is audited by a Chartered Accountant should be submitted.
  - iv) The financial status of the Company along with photo copies of Title deeds of fixed assets, duly currently notarised.
  - v) Copy of the GST Registration Certificate.

#### 2.10.4 **In case of Co-operative Societies:**

- i) Date and place of registration and attested copy of Registration Certificate, certified copies of the Rules and Regulations of the Company.
- ii) Previous experience and the financial status of the Co-operative Society along with Photostat copies of Title deeds of fixed assets duly notarized.
- iii) List of members and Names of office bearers. Any change in the office-bearers of the Society shall forthwith be notified to the Company by the outgoing / incoming Chairman / President of the Society.
- iv) Financial status of the Co-operative Society along with photo copies of Title deeds of Fixed Assets, duly currently notarized.
- v) A copy of the Audited Annual Balance Sheet for the year just ended which is audited by a chartered accountant.
- vi) Copy of the GST Registration Certificate.

#### 2.10.5 Tenderers shall also submit the following along with their Commercial Bid.

- i) Name and address of the Banker together with a Solvency Certificate as to the financial standing of the FIRM as per the proforma at **ANNEXURE - III** to Instructions to Tenderers
- ii) The Tenderer shall submit a Declaration (**ANNEXURE - IV** to Instructions to Tenderers) as to whether he has any relative within the meaning of Sec. 6 read with Schedule - I A 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, the award and during the continuance of the contract.

**Note:** If the offer is not accompanied by such Declaration referred to above the same shall be treated as incomplete and will be liable for 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 damages resulting from such cancellation.

### **3.0 EVALUATION OF THE OFFERS:**

The following would be the methodology to be adopted for ranking the tenders:

- i) Tenderer shall quote FIRM PRICES separately for
  - (a) Stevedoring charges per MT
  - (b) Clearing & Forwarding (C&F) charges including Plot rent per MT
- ii) **Evaluation of offers shall be on 'Total Charges per Metric Tonne' basis.** The Total Charges per MT is the sum of i) (a) and i) (b) above.

iii) The 'L1' Tenderer will be the one whose 'Total Charges per Metric Tonne' is the lowest. Ranking of the offers shall be made accordingly.

3.1 Typical Illustration for Calculation of the Total Charges per Metric Tonne is given below :

S.No.	Description	Charges (Rs/MT)
(a)	Stevedoring Charges	50.00
(b)	Clearing & Forwarding Charges including Plot Rent	30.00
<b>Total Charges per Metric Tonne = (a) +(b)</b>		<b>80.00</b>

3.2 RINL / VSP reserves the right to allocate any item / items depending on the requirement. No claim for compensation for non-operation of item / items shall be entertained.

**4.0 ACCEPTANCE TO TENDER:**

Acceptance to 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 Earnest Money Deposit (EMD) shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

The Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract and the Rates quoted against the items of the Tender Schedule together with Letter of Intent (LOI) / 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.

**5.0 SIGNING OF AGREEMENT:**

The Contractor has to sign an Agreement in the prescribed proforma (**PART - IV** of the Tender Document) 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.

**6.0 EARNEST MONEY DEPOSIT (EMD) - (VITAL):**

6.1 Earnest Money of Rs. **17,50,000** ( Rupees Seventeen Lakh Fifty Thousand only) shall be deposited in the form of a Pay Order / Demand Draft (DD) (both subject to realization) drawn on any Scheduled Commercial Bank in favour of Rashtriya Ispat Nigam Ltd., payable at Visakhapatnam. The Pay Order / DD of Co-operative banks are not accepted.

6.2 EMD may also be submitted in the form of Bank Guarantee (BG) as per proforma **ANNEXURE - V** to Instructions to Tenderers. No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for

Bank Guarantees, in the prescribed form (**ANNEXURE – V A** to Instructions to Tenderers) along with the tender. The Bid Bond 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. **Bonds issued by Co-operative banks are not accepted.**

6.3 **The Bid Bond should be valid for 120 (One hundred and twenty) days from the last date fixed for receipt of tenders or such extended period, if any.** 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, T&S Section, Materials Management 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, Transport & Shipping Section, Materials Management Dept. with a covering letter to compare with the original BGs.

6.4 The Tenderers may please note that the Bid Bond / Bid Money should be submitted either before opening or along with the **PART - A: Commercial Bid. (VITAL)**. Tenderers may please note that the offers received without requisite Bid Bond / Bid Money will not be considered further by RINL/VSP.

Public Sector Undertakings / Enterprises of Government of India are exempted from submission of Bid Money / Bid Bond. However, they are required to establish the Security Deposit / Performance Guarantee Bond as per **ANNEXURE - V** to Instructions to Tenderers.

6.5 Offers not accompanied by Earnest Money shall be summarily rejected. 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 their account in any form with RINL / VSP.

6.6 The Earnest Money will be released to the unsuccessful Tenderers without any interest. No interest shall be allowed on the Earnest Money deposited.

6.7 If the Tenderer after submitting his tender, revokes his offer or modifies the terms & conditions thereof in a manner not acceptable to RINL / VSP, before the expiry of the validity or if Security Deposit / Performance Guarantee Bond is not submitted within the time allowed as per terms and conditions, the Bid Bond / Bid Money shall be forfeited by RINL / VSP without any further reference to the Tenderer.

## **7.0 SECURITY DEPOSIT / PERFORMANCE GUARANTEE BOND :**

7.1 The Contractor shall establish a Security Deposit / Performance Guarantee (PG) Bond **for 5 % of the value of the Contract** within 15 days of the issue of the Acceptance to Tender / Agreement, by way of Pay Order (or) Demand Draft payable at Visakhapatnam (or) Bank Guarantee (BG). The BG shall be established (in the prescribed form as per **ANNEXURE - VI** to Instructions to Tenderers) from a Nationalized / Scheduled Commercial Bank having their Branch in Visakhapatnam and enforceable at Visakhapatnam. BG issued by Co-operative Banks shall not be acceptable. No change in the prescribed

proforma of BG shall be acceptable. Further, the Contractor is required to submit the duly filled in Check List along with the BG. The Check List format is enclosed at **ANNEXURE – VI A** to Instructions to Tenderers.

- 7.2 The Bank Guarantee furnished towards the Security Deposit / Performance Guarantee 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. The BG shall be released after six months beyond the stipulated expiry period of the Contract.
- 7.3 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, Transport & Shipping Section, Materials Management Dept. under Regd. 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, Transport & Shipping Section, Materials Management Dept. with a covering letter to compare with the original BGs.
- 7.4 The Security Deposit / Performance Guarantee Bond 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 Company under the terms & conditions of the Acceptance to Tender / Agreement. The Contractor is to be entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications (if any) and all other documents referred to in the Acceptance to Tender / Agreement

## **8.0 RIGHT TO ACCEPTANCE / REJECTION OF TENDERS AND AWARD OF CONTRACT:**

The Acceptance to 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 authority to reject any or all the tenders received without assigning any reason whatsoever.

## **9.0 VALIDITY OF OFFERS :**

The offer shall be kept valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender or such other extended period as mutually agreed. If the Tenderer withdraws or amends the offer before expiry of the above period, the Earnest Money furnished by the Tenderer shall be forfeited in full without any further reference to the Tenderer.

- 10.0** 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 RINL / VSP may select to withdraw the Invitation to Tender.

- 11.0** RINL / VSP may select to withdraw the invitation to Tender, should the circumstances so demand, in which event the RINL / VSP will refund the EMD submitted on the fifteenth day of such notification. The participants in

the tender are not entitled to claim any costs, charges, expenses or incidentals incurred by them in connection with submission of tender.

## **12.0 INTEGRITY PACT:**

Tenderer is required to unconditionally accept the “INTEGRITY PACT” (**PART – VI** of the Tender Document) which is also available in RINL’s website and shall submit the same duly signed along with his Commercial Bid (**PART – A**) . Offer of the Tenderer received without Integrity Pact duly signed, shall not be considered.

- 12.1 The details of Independent External Monitor nominated for this tender are given hereunder :

<b>Sl. No.</b>	<b>Name of the Independent External Monitor ( I E M)</b>
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: <a href="mailto:vgknair@gmail.com">vgknair@gmail.com</a>
2	Shri SIVA PRASAD RAO, Flat No. 4 H, South Park Apartment, Opp. HDFC Bank, Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile No : +91 9908511188 Email Id : <a href="mailto:sivaprasadrao1950@gmail.com">sivaprasadrao1950@gmail.com</a> ; <a href="mailto:spr50@rediffmail.com">spr50@rediffmail.com</a>

- 12.2 The details of the Nodal Officer in terms of Integrity Pact is as below:

<b>Sl No.</b>	<b>Nodal Officer</b>
1	Shri A.BHATTACHARYA, General Manager (MM), 3rd Floor, Main Administrative Building, Visakhapatnam Steel Plant, Rashtriya Ispat Nigam Limited, VISAKHAPATNAM – 530031 Email: <a href="mailto:agnimitra@vizagsteel.com">agnimitra@vizagsteel.com</a>

## **13.0 ETHICS:**

- 13.1 If it comes to the notice of the RINL / VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by Tenderers are found to be false / fake / doctored, they will be debarred from participation in all the RINL / VSP tenders for a period of 5 (Five) years including termination of Contract, if awarded. EMD / Security Deposit / Performance Guarantee, etc. if any, will be forfeited. The Contracting Agency in such cases shall make good to RINL / VSP any loss or damage resulting from such termination. Contracts in operation anywhere in the RINL / VSP will also be terminated with attendant fall outs like forfeiture of EMD / Security Deposit / Performance Guarantee, if any, and recovery of risk and cost charges etc. Decision of RINL / VSP Management will be final and binding.

- 13.2 RINL / VSP requires that Bidders / Contractors under this Contract, observe the highest standard of ethics during the execution of this Contract. In pursuance of this policy, RINL / VSP 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 RINL / VSP of the benefits of free and open competition. RINL / VSP 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. RINL / VSP will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded Contract(s) if it any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.
- 13.3 All intending Tenderers desirous of participating in the tender shall submit the prices in all the price bid formats. RINL / VSP reserves the right to operate the Contract as per its convenience at any point of time during the currency of the Contract.

#### **14.0 TAXES AND DUTIES :**

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

#### **15.0 AMENDMENT TO TERMS AND CONDITIONS :**

At any time prior to the deadline for submission of the bids, RINL / VSP 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](http://www.vizagsteel.com) and will be binding on the Tenderers. The intending Tenderers are, therefore, advised to visit RINL’s website at regular intervals.

- 16.0 All other Terms & Conditions shall be as per the General Conditions of Contract (**PART- III** of the Tender Document) and Special Conditions of Contract (**PART – IV** of the Tender Document)

**EXECUTIVE DIRECTOR(MM)**

**ANNEXURE – I OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**DETAILS OF WORK DONE BY THE TENDERER  
IN THE PRECEDING THREE FINANCIAL YEARS**

<b>Sl. No.</b>	<b>Full Particulars of works carried out by the Tenderer</b>	<b>Approx. Tonnage handled</b>	<b>Period of Contract</b>	<b>Name &amp; Address of Authorities for whom work was carried</b>

**Signature :**

**Name of the Tenderer :**

**Seal :**



**ANNEXURE – II OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**DETAILS OF THE EQUIPMENT VIZ., FRONT END LOADERS /  
DUMPERS TO BE EMPLOYED BY THE TENDERERS FOR THE  
CONTRACT**

<b>Sl. No.</b>	<b>Description</b>	<b>Details (Capacity, Floor Space etc.)</b>	<b>Regn. No &amp; on Whose Name it is Regd.</b>	<b>Name of underwriter with whom insured</b>

**Signature :**

**Name of the Tenderer :**

**Seal :**

**ANNEXURE – III OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**PROFORMA FOR BANK SOLVENCY CERTIFICATE**

Certified that Mr. / M/s. \_\_\_\_\_  
\_\_\_\_\_ is/are  
having his/their Bank account with \_\_\_\_\_  
\_\_\_\_\_ Bank, that he/they is/are solvent and that  
he/they has/have the Financial capacity to execute the work of Stevedoring,  
Handling, Clearance, and Loading of Limestone etc. into Railway wagons for  
Transportation to Visakhapatnam Steel Plant site.

Place Signature :

Date Designation :

Name of Bank :

Seal :

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***N.B. The Tenderer should be solvent to the extent of Rupees One Crore.***

**ANNEXURE – IV OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**DECLARATION**

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

<b>SLN</b>	<b>Name Of Relatives</b>	<b>Father's Name</b>	<b>Position Held in the Company</b>	<b>Remarks</b>

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 – V OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

(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  
Executive Director(MM)  
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.T&S/17/01/ Dtd.07.07.2017 (hereinafter referred to as the said Invitation to Tender) for Stevedoring, Handling, Clearing & Forwarding of like Limestone at Visakhapatnam Port (VPT) or any other BOT Terminal at VPT.

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..... (Rupees \_\_\_\_\_) and valid upto ..... as guarantee that the Tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of **90 (Ninety)** days from the date of opening of tenders.
- b) shall, in the event of the offer being accepted by RINL, establish a Security Deposit / Performance Bank Guarantee Bond in favour of RINL, in the form of Bank Guarantee for Rs. .... (Rupees \_\_\_\_\_), within 15 (Fifteen) days from the date of Acceptance to Tender / LOA / Agreement.

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 Stevedoring, Handling, Clearing & Forwarding of Limestone at Visakhapatnam Port (VPT) or any other BOT Terminal at VPT.

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..... (Rupees.....).

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 agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at ..... (Address of local branch at Visakhapatnam).

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 120 days from the due date of opening the tenders.

For and on behalf of

\_\_\_\_\_  
(Name of the Bank)

Signature  
Name  
( )

Duly constituted attorney and  
authorised signatory  
Designation :  
Name and Address :  
of the Bank

**Note:** Issuance of this Bank Guarantee may also be got confirmed from our Controlling Branch / Office / Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE – V A OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**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 VSP ?	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
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

**Note: The BGs can be accepted only when reply to all the above are ‘Yes’**

**Signature of the Tenderer**

**Date: .....**

**ANNEXURE – VI OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE  
GUARANTEE**

**(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 BG)**

To be established by any Nationalized / Scheduled Commercial Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted.

To  
Executive Director(MM)  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant,  
Administrative Building,  
Visakhapatnam – 530 031.

**Bank Guarantee No.**

**Dt.**

**LETTER OF GUARANTEE**

1. WHEREAS M/s \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the COMPANY) have entered into an Agreement vide Acceptance to Tender No. T&S/17/01/xxxx Dated 07.07.2017. (hereinafter called the said AGREEMENT) for Stevedoring, Handling, Clearing & Forwarding of Limestone at Visakhapatnam Port (VPT) or any other BOT Terminal at VPT on the terms and conditions mentioned therein.
2. We, \_\_\_\_\_ (name of the bank and branch) at the request of the CONTRACTOR, do hereby undertake and indemnify and keep indemnified the COMPANY to the extent of INR \_\_\_\_\_ **(5% of the Contract Value)** (Rupees \_\_\_\_\_) against any loss or damage that may be caused to or suffered by the COMPANY by reason of any breach by the CONTRACTOR of any of the terms and conditions of the said Acceptance to Tender / Agreement and/or in the performance of the said Acceptance to Tender / Agreement by the CONTRACTOR. We agree that the decision of the COMPANY as to whether any breach of any of the terms and conditions of the said Acceptance to Tender / Agreement or in the performance thereof has been committed by the CONTRACTOR and the amount of loss or damage that has been caused to or suffered by the COMPANY shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the COMPANY on demand and without protest or demur.

3. We, \_\_\_\_\_ (Name of the Bank and Branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said Acceptance to Tender / Agreement and that it shall continue to be enforceable for **(a)** six months beyond the stipulated expiry of the Contract or **(b)** in the event of any dispute(s) between the COMPANY and the CONTRACTOR, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, \_\_\_\_\_ (Name of the Bank and Branch) by virtue of this guarantee before the dates referred to at (a) and (b) hereinabove, the same shall be enforceable against us, \_\_\_\_\_ (Name of the Bank and Branch), notwithstanding the fact that the same is enforced after the dates referred to at **(a)** and **(b)** hereinabove, whichever date is the latest, provided that notice of any such claim has been given by the COMPANY before the dates referred to at **(a)** and **(b)** hereinabove, as the case may be. Payment under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the COMPANY on demand and without protest or demur.
4. It is fully understood that this Guarantee shall become effective from the date of the said acceptance to tender and that We, \_\_\_\_\_ (Name of the Bank and Branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the COMPANY.
5. We, \_\_\_\_\_ (Name of the Bank and Branch) hereby further agree that the COMPANY shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Acceptance to Tender / Agreement or to extend the time of performance of the said Acceptance to Tender / Agreement by the CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by the COMPANY against the CONTRACTOR and to forbear or to enforce any of the terms and conditions relating to the said Acceptance to Tender / Agreement and we, \_\_\_\_\_ (Name of the Bank and Branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the CONTRACTOR or any forbearance and/or commission on the part of the COMPANY or any indulgence by the COMPANY or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
6. We, \_\_\_\_\_ (Name of the Bank and Branch) hereby further agree that the Guarantee herein contained is initially valid upto \_\_\_\_\_ and that the same shall be extended further according to the provisions contained herein above. We \_\_\_\_\_ (Name of Bank and Branch) hereby further undertake that this guarantee can be invoked at the counters of our branch at Visakhapatnam whose address is given below and which shall cater to the claim lodged on us and shall be acceptable :

\_\_\_\_\_  
\_\_\_\_\_



7. We, \_\_\_\_\_ (Name of the Bank and Branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the CONTRACTOR and/or the COMPANY.

FOR AND ON BEHALF OF  
Name of the bank & branch

Signature:

Name:

Duly Constituted Attorney & Authorised Signatory

Designation

Name of the bank & branch

Place: Visakhapatnam

Date:

**Note:** Issuance of this Bank Guarantee may also be got confirmed from our Controlling Branch / Office / Higher Authority as hereunder.

(NAME AND ADDRESS TO BE SPECIFIED)

**ANNEXURE – V A OF PART – I OF TENDER DOCUMENTS  
(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**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 VSP ?	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
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

**Note: The BGs can be accepted only when reply to all the above are ‘Yes’**

**Signature of the Tenderer**

**Date: .....**

**PART – II OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS & INTERPRETATIONS:**

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the Contract otherwise requires:

- 1.1 **“COMPANY”** means Rashtriya Ispat Nigam Limited., incorporated under the Indian COMPANY’s act, 1956, with its registered office at Main Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and having its Transport & Shipping Department at Main Administrative Building, 3<sup>rd</sup> floor, A Block, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and includes its successors and assignees.
- 1.2 ED (MM)/ GM (MM)/ DGM (MM) - T&S / AGM (MM) - T&S of the Company or any Officer of the Company for the time being in charge of the Transport & Shipping.
- 1.3 **“TENDERER”** means the person, firm or corporation submitting a tender against the invitation to tender and shall include his /their heirs, executors, administrators, legal representatives, successors and permitted assignees.
- 1.4 **“CONTRACTOR”** means the person or persons, firm or Company, whose tender has been accepted by the Company and includes the Contractor’s personal representatives, successors and permitted assignees.
- 1.5 **“WORK”** means and includes all work specified or set forth and required in and by the specifications, schedule hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions (being in conformity with the original specification and schedule).
- 1.6 **“CONTRACT”** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Tender Schedule showing approximate Quantities, Quoted Rates and Amount against each item, Letter of Acceptance, and the Contract Agreement.
- 1.7 **“LETTER OF ACCEPTANCE”** is intimation by a letter to TENDERER that the Tender has been accepted in accordance with the provisions contained in that letter.
- 1.8 **“APPROVED”** means approval in writing including subsequent written confirmation or previous verbal approval and ‘APPROVAL’ means approval in writing including as aforesaid.
- 1.9 **“STORAGE YARD”** means and includes any place or locality within or outside the Port area where the Company stores its materials whether now existing or acquired later.

## **2.0 ASSIGNMENT AND SUB-LETTING:**

- 2.1 The CONTRACTOR shall not sublet the whole or part of the work except where otherwise provided by the CONTRACT and even then only with the prior written consent of the COMPANY and such consent, if given, shall not relieve the CONTRACTOR from any liability or obligation under the CONTRACT and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agent, servants or workmen, as fully as if they were acts, defaults or neglects of the CONTRACTOR his agent, servants or workmen.
- 2.2 In the event of CONTRACTOR contravening the above conditions, the COMPANY shall be entitled to place the CONTRACT elsewhere on the CONTRACTOR'S account and at his risk and the CONTRACTOR shall be liable for any loss or damage which the COMPANY may sustain in consequent or arising out of such placing of the CONTRACT.

## **3.0 GENERAL OBLIGATIONS:**

- 3.1 The CONTRACTOR shall enter into and execute a Agreement in writing within the time specified in the Letter of Acceptance and in default thereof the Earnest Money paid by the COMPANY shall be forfeited and acceptance of his tender shall be considered as withdrawn.
- 3.2 No materials shall be stored, stacked or kept outside the yard premises or on the Roads of Railway lines within the yard, losses, if any, arising out of non-compliance with this requirement will be recoverable from the CONTRACTOR. The amount of losses as determined by the COMPANY shall be final and binding on the CONTRACTOR.
- 3.3 The entire cost of any materials belonging to the COMPANY, lost by the CONTRACTOR or any damage caused to such materials while in his care and custody will be recoverable from the CONTRACTOR. The amount of losses as determined by COMPANY shall be final and binding on the CONTRACTOR.
- 3.4 The CONTRACTOR shall indemnify the COMPANY against all claims for damages by suits and/or demands preferred against the COMPANY by third parties in respect of injuries sustained by and death caused to third person and also for loss or damage to COMPANY'S or third party's properties caused by the vehicles Trucks / Trailers / Mechanical Appliances employed by the CONTRACTOR and/or his employees or any act of omission/commission of the CONTRACTOR under this agreement. The COMPANY shall be entitled to recover from the Security Deposit / Performance Guarantee or the Bills of the CONTRACTOR any such amount which may be decreed against the COMPANY for such damage or injuries and in respect of COMPANY's properties such amount as may be determined.
- 3.5 The CONTRACTOR shall abide by all instructions and directions issued to him by the COMPANY in respect of the execution of the CONTRACT.
- 3.6 The fines and penalties, if any, imposed on the COMPANY, and /or CONTRACTOR due to CONTRACTOR's infringement or non-observance of or non-compliance with the rules framed by Government (Central or State) Local / Statutory bodies shall be borne by the CONTRACTOR.

- 3.7 The CONTRACTOR shall within a fortnight of the date of the award of work issue identity card to all the regular employees with photographs duly attached with such Identity Cards and attested by Authorized Representatives of the CONTRACTOR. Similarly, the CONTRACTOR shall issue Identify Cards to such approved casual employees / labourers that may be engaged by him from time to time.
- 3.8 The CONTRACTOR shall furnish to the COMPANY at the commencement of the CONTRACT a list of Workmen employed by him with their respective daily rates of pay and other allowances, etc., and the date of employment and a statement if they are the members of recognized Provident Fund. If there is any change in this list, the same shall be notified by the CONTRACTOR at the earliest.
- 3.9 The CONTRACTOR shall furnish a statement / declaration by 10<sup>th</sup> of every month succeeding month indicating the wages paid, i.e., in the previous month. The CONTRACTOR shall also produce for inspection by the COMPANY's representative the wage sheet, acquaintance roll/scroll, in respect of workmen employed by him whenever required. No payment will be released unless the documents as required herein are produced.

**4.0 SPECIAL CLAUSES FOR SAFETY AND ENGAGEMENT OF CONTRACT / DOCK LABOUR FOR DOCK / STOCKYARD AND ALL OPERATIONS**

- 4.1 The CONTRACTOR(S) shall ensure compliance with all the Rules, Regulations and Statutory obligations of Inspectorate of Dock Safety and DLB / CHD in relation to safety, welfare, health, Provident Fund, payment of wages, maintenance of records, submission of reports, and returns, etc. in regard to the CONTRACT / Dock Labourers engaged by him for the work of COMPANY.

In particular, he will ensure the following:

- 4.2 Whenever, any accident occurs which either:
- a) Causes loss of life to a worker: or
  - b) Disables a worker from work on which he was employed for the rest of the day or shift in which the accident occurred: such accident shall be notified to Inspectorate of Dock Safety and DLB / CHD within statutory limit and also to the COMPANY immediately. The injured person shall be given first aid and thereafter immediately conveyed to the hospital or other place of treatment.
- 4.3 Where any accident causing disablement or death occurs, the CONTRACTOR shall be liable for each injury or death caused as a result of such accident either within or outside the yard premises 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 Tribunal / Commissioner of Workmen's Compensation Act and other relevant laws of the land. He shall also indemnify the COMPANY 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 Workmen's Compensation Act (VIII of 1923

and NV of 1933) or any subsequent modifications or amendments to the Act thereof and DLB /CHD Rules and Regulations / Inspectorate of Dock Safety. All costs incurred in connection with any such claims should be made good by the CONTRACTOR and the COMPANY reserves right to pay in the first instance, such amount of compensation as is payable under the said act or any other Act / Rules and to recover the amount so paid from the CONTRACTOR by deduction from his bills, Security Deposit / Performance Deposit or otherwise.

- 4.4 The CONTRACTOR shall ensure that all lifting machinery, including all parts and accessory gears, whether fixed or movable, shall be of good material, adequate strength, free from patent defect and maintained in good repair and working order, and shall have been tested and examined by competent person from time to time under intimation to the COMPANY.
- 4.5 No rope shall be used in hoisting or lowering or in preparing slings and no slings shall be used, unless they are of suitable quality, and possess necessary Test Certificate regarding freedom from patent defect and bearing clearly the maximum permissible load. All such ropes and slings shall be regularly inspected and no wire rope shall be used in hoisting or lowering if it shows signs of wear, corrosion or other defect.
- 4.6 The CONTRACTOR shall ensure that no lifting machinery or chain or sling or other appliance be loaded beyond the safe working load which shall be plainly marked thereon.
- 4.7 Where stacking, un-stacking and handling in connection with the work is carried out, reasonable measure to guard against accidents shall be taken.
- 4.8 Where CONTRACT labour are handling, projecting with sharp edges, time slivers, splinters or similar dangerous projecting parts such labour shall be provided with suitable protected equipment like helmets, safety boots, hand gloves, etc. by CONTRACTOR.
- 4.9 The TENDERER shall ensure usage of safety appliances by the labour engaged by him as prescribed under the DLB / CHD / Inspectorate of Dock Safety.

## **5.0 CONTRACT LABOUR:**

- 5.1 The CONTRACTOR shall obtain necessary license from the Competent Authority under the Contract labour (Regulation & Abolition) Act, 1970 and rules framed there under and shall produce such license along with the tender. If the successful TENDERER fails to produce a license as aforesaid, the tender will be liable to be rejected.
- 5.2 The CONTRACTOR shall have to produce to the COMPANY or its designated Officer renewed license every year. In case the CONTRACTOR fails to produce the statutory/renewed license within the stipulated period, the CONTRACT shall be liable to be terminated within 15 (fifteen) days notice.
- 5.3 The CONTRACTOR shall be bound to carry out, perform and observe all the obligations of the principal COMPANY 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.

**5.4** As a security against non-fulfilling the various obligations the CONTRACTOR shall have to be deemed to have authorized the COMPANY to set off any claims under various / act and rules in force from time to time from the bill amount payable to him and also withhold the payments due to the CONTRACTOR till such time as the requirement of laws are complied with or to adjust payments to be met to and/or on account of the employees of the CONTRACTOR from the amounts payable to the CONTRACTOR. The CONTRACTOR shall have to maintain the following registers in the forms as prescribed under the CONTRACT. Labour (Regulation & Abolition) Act and rules framed there under and show such register to the concerned AGM(MM) - T&S or his nominee as and when desired by him.

- a) Register of persons employed
- b) Register of persons Muster Roll
- c) Register of persons Wages
- d) Register of persons Overtime
- e) Register of persons Deductions
- f) Register of persons Fines
- g) Register of persons Advance

**5.5** The CONTRACTOR shall furnish to the COMPANY a copy of the half yearly return in the form prescribed under the Contract Labour (R&A) Act, 1970 and Rules.

**5.6** The CONTRACTOR shall be responsible for payment of adequate wages not less than the minimum wages prescribed by the appropriate state to this labour employed and shall also submit a certificate to the COMPANY within a week after disbursement of wages of labour showing proper acquaintance and the wage period.

**5.7** The CONTRACTOR will be required to furnish to the COMPANY the following particulars for arranging a nominated representative of the COMPANY for witnessing the payment made by them to their workers immediately after the commencement of the work in the question.

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

**5.8** 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). All payment of wages shall be made on working day at the work site and during the work times as provided in the rules framed under the said Act.

**5.9** 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 and equipped with contents as may be prescribed under the rules framed under the Contract labour (R&A) Act, 1970 at every place where Contract labour is employed by him.

- 5.10** The CONTRACTOR shall not allow the use of sale of ardent spirits or other intoxicated beverages in the working area or in any of the building, premises occupied by the CONTRACTOR in connection with the work.
- 5.11** No canteen facilities of the COMPANY will be available for labourers under this agreement.
- 5.12** The CONTRACTOR shall ensure that the working hours for the female workers, if any, employed by them shall be regulated as per the provision of the statute and that no women workers are made to work inside the COMPANY's premises except between 6.00 AM to 7.00 PM of any working day.
- 5.13** The CONTRACTOR shall further ensure that the workmen employee engaged by him in the COMPANY's premises maintains proper discipline and decorum.
- 5.14** If any loss arises due to theft, pilferage or damage or 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, will be recovered from the CONTRACTOR. The CONTRACTOR shall if necessary, provide their labourers with Torch Lights, etc.
- 5.15** The CONTRACTOR should register them with the Regional Provident Fund Commissioner. The CONTRACTOR will be required to follow PF rules, failing, which no payment will be, make to the CONTRACTOR.

**6.0 SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE AND ITS FORFEITURE:**

- 6.1** The CONTRACTOR is required under the terms of this CONTRACT to furnish Security Deposit / Performance Guarantee in accordance to the Invitation to Tender for due performance of the CONTRACT.
- 6.2** The Security Deposit / Performance Guarantee 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.
- 6.2.1** The Security Deposit / Performance Guarantee will be returned on due and satisfactory performance of the work and on completion of all obligation by the CONTRACTOR under the CONTRACT, the CONTRACTOR shall also submit a certificate to the effect that he has no claim(s) against the COMPANY under the CONTRACT. However, if any of the Bills submitted by the CONTRACTOR for works done / obligations discharged as per the CONTRACT, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner;

I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the CONTRACT (No. \_\_\_\_\_ for the work ..... ) expect to the extent of the claim preferred by me/us as per the bills mentioned hereinafter.

- 6.3** No claim shall lie against the COMPANY for any depreciation in the value of any investment in which the Security Deposit / Performance Guarantee or Tender No.T&S/17/01/ Dt. 07.07.2017



any portion thereof may be invested. No interest shall be payable on such deposits.

- 6.4 In the event of any breach of any of the terms and conditions of the CONTRACT, the COMPANY 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 / Performance Guarantee furnished by the CONTRACTOR or to appropriate the Security Deposit / Performance Guarantee or any part thereof in or towards the 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. The decision of the COMPANY in respect of such damages, losses, charges, costs or expenses shall be final and binding on the CONTRACTOR.
- 6.5 In the event of the Security Deposit / Performance Guarantee being insufficient or if the Security Deposit / Performance Guarantee has been wholly forfeited, the balance of the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this or any other CONTRACT with the COMPANY. Should the sum also be not sufficient to cover the full amount recoverable, the CONTRACTOR shall pay to the COMPANY on demand the balance.
- 6.6 Whenever the Security Deposit / Performance Guarantee falls short of the specified amount, the CONTRACTOR shall make good this deficit so that the total amount of Security Deposit / Performance Guarantee shall not at any time be less than such specified amount.

## **7.0 MISCELLANEOUS:**

- 7.1 All CONTRACTs or terms thereof entered into between the COMPANY and the CONTRACTOR shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to CONTRACTs. 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.
- 7.2 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.
- 7.3 No claim 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 for stoppage of work.
- 7.4 The CONTRACTOR shall carry out perform and observe the provision of the Factories Act, Shops and Establishment Act, Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident 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 the 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 against any liability that may be imposed by law or the Govt for non-observance of any of the provisions of these Acts and enactments. The COMPANY reserves the right to recover any amount from the CONTRACTOR by deducting from his bills, Security Deposit including performance guarantee bond, if any.

- 7.5 The CONTRACTOR shall be responsible and will undertake to provide the following Welfare Facilities for the workers employed by him in compliance of Chapter (V) of the Contract Labour (Regulation & Abolition) Act, 1970 viz., Rest Rooms, sufficient supply of wholesome drinking water at convenient places, sufficient number of latrines and urinals and washing facilities and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the Contract Labour (Regulation & Abolition) Act, 1970 at every place where Contract labour is employed by him.
- 7.6 The CONTRACTOR shall pay his labourers (male or female) minimum wages as may be prescribed from time to time by the Central Government or by the appropriate State Government in the State where the CONTRACTOR works.
- 7.7 The CONTRACTOR shall strictly adhere to all the Rules and Regulations as laid down by the Police, the Regional Transport Authority and the Port Trust authority in the matter of movement of materials / equipment etc.
- 7.8 The COMPANY 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 damages or compensation.
- 7.9 In case COMPANY is satisfied that the CONTRACTOR is unable to execute the work in 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 or remedies available to the COMPANY. The CONTRACTOR will not also be entitled to any compensation whatsoever under any circumstances.
- 7.10 If the CONTRACTOR fails to deploy sufficient suitable Cranes / Trailers / Trucks / Gears etc. to execute the work in a satisfactory manner and in accordance with the terms of the CONTRACT, the COMPANY, without prejudice to any other rights or remedies available reserves the right to hiring the Cranes / Trailers / Trucks / Gears, etc. 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 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.

- 7.11 The COMPANY also reserves the right **(i)** of placing of CONTRACT(s) simultaneously with one or more CONTRACTORS, as it may think fit even by calling fresh tenders and/or by negotiations and appoint some other CONTRACTOR(s) accordingly **(ii)** of appointing any other CONTRACTOR (s) for services referred to in the CONTRACT to meet an emergency, if the COMPANY 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.
- 7.12 No CONTRACT work, however, petty may be carried out except on specific written authority from a duly authorized Officer of the COMPANY.
- 7.13 The COMPANY will not be responsible for any damage to the Trucks / Trailers / Lighters / Barges suffered by 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.

## 8.0 **MALPRACTICE:**

8.1 If any CONTRACTOR is found guilty of:

- a) Misappropriating, pilferage or abetting misappropriation or pilferage of COMPANY's property or any attempt there for:
- b) Offering illegal gratifications including offering bribe, regard or advantage etc. pecuniary other otherwise is to any Officer or employee of the COMPANY or:
- c) 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 of reduction of any liability or in connection with the work with the COMPANY or indulging any other act which is an offence under the provisions of the Indian Penal Code.

The COMPANY without prejudice to its any other legal rights, be entitled to summarily terminate the CONTRACT and forfeit the security deposit.

## 9.0 **ARBITRATION:**

9.1 If at any time, any question, dispute or difference whatsoever shall arise between the COMPANY (Rashtriya Ispat Nigam Limited) and the CONTRACTOR upon or in connection with the CONTRACT, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the Adjudication of Sole Arbitrator to be nominated by the Chairman-cum-Managing Director, Rashtriya Ispat Nigam Limited , Visakhapatnam Steel Plant. In case the designation of the Chairman-cum-Managing Director is changed or his office abolished, the Officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director Rashtriya Ispat Nigam Limited , Visakhapatnam Steel Plant, by whatsoever designation such Officer is called shall nominate the Sole Arbitrator to adjudicate upon disputes and there shall be no objection to any such nomination /appointment that the Sole

Arbitrator is an Officer / Employee of the Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant. The Officer nominated by Chairman-cum-Managing Director of Rashtriya Ispat Nigam Limited , 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 parties. The venue of Arbitration shall be the registered office premises of the Rashtriya Ispat Nigam Limited , Visakhapatnam Steel Plant, Visakhapatnam.

The provisions of the Indian 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.

#### **10.0 FORCE MAJEURE:**

10.1 The COMPANY and the CONTRACTOR shall not be in any way liable for non-performance either in whole or part of the CONTRACT or for delay in performance thereof in consequences of any strike, lockout, fire or accidents to machinery, riots/war or insurrection or restraints imposed by Government, act of Legislature of Port Trust, Railways, Customs Authorities.

On the occurrence of the Force Majeure condition, the party concerned shall notify the other party in writing of such occurrence as soon as possible but within 48 hours of the occurrence stating therein:

- a) The date of commencement of such Force Majeure disability;
- b) The anticipated duration of such Force Majeure disability (if such duration can be estimated) and
- c) The nature of such Force Majeure disability. The disabled party and the remaining party shall employ all reasonable means to reduce the consequences of such Force Majeure and shall employ all reasonable means to terminate the same.

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**PART – III OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**SPECIAL CONDITIONS OF THE CONTRACT**

**1.0 GENERAL PATTERN OF WORK:**

- 1.1. The CONTRACTOR shall perform all the activities from unloading the Cargo from vessels till forwarding the same from VPT to Visakhapatnam Steel Plant stack yard like Stevedoring (i.e., Discharge at any berth / Inner Harbour of VPT and/or at any other BOT Terminal at VPT), Wharf Clearance, Handling and Transportation to the stockyard (i.e. plot at VPT / BOT Terminal operator premises hired by the CONTRACTOR), High stacking, De-stacking, Placement of Railway Indents, Loading into Railway Wagons for transportation to Visakhapatnam Steel Plant stack yard etc.
- 1.2. The CONTRACTOR shall discharge the cargo at Inner harbour viz. East Quay / West Quay or any berth of VPT and/or any BOT Terminal at VPT from vessels carrying Parcel Size of 50,000 +/-10% MT to 58,000 +/-10% MT. The material will be despatched to Visakhapatnam Steel Plant railway siding by wagons from time to time.
- 1.3. Service of Notice of Readiness for discharge of cargo (i.e the MATERIALS) by the Master of the Vessel (Master's NOR) : Upon arrival of the Vessel within the port of discharge and in free pratique and after being ready in all respects to discharge the cargo, the Master of the Vessel shall serve on the CONTRACTOR/COMPANY/PORT the Notice of Readiness of the Vessel to discharge cargo (MASTER's NOR) at any time in or out of the office hours.

The CONTRACTOR shall undertake full responsibility to discharge the cargo at the Minimum Guaranteed Discharge Rate at Inner Harbour using necessary cargo handling equipment complying with the directives / rules / procedures of VPT as prevalent during the CONTRACT period.

**1.4. Minimum Guaranteed Discharge Rate:**

The CONTRACTOR shall Guarantee a Minimum Discharge Rate of 25,000 Metric Tonnes (MT) per Weather Working Day (WWD) on SHINC basis.

- 1.5. For achieving the Guaranteed Discharge Rate, the CONTRACTOR shall make arrangements for deploying Shore Cranes, sufficient mini Bulldozers / Pay Loaders and suitable equipment for efficient clearance /dispatch of cargo and heaping of cargo inside hatches for facilitating grab discharge.
- 1.6. **TIME COUNTING PROVISIONS:**  
Time to count 24 hours after NOR is served by the Master of the Vessel on arrival of the Vessel within port limits and whether in berth or not and in free pratique and ready in all respects to discharge the cargo unless used. If Used, actual time to count. If turn time of 24 hours expires on Saturday afternoons, Sundays, Holidays the Lay time shall commence at 0930 hrs (IST) on the next working day.  
Further, exclusions / inclusions as per CP are applicable.

- 1.7. The amount of demurrage (as per CP) reckoned from the commencement of Lay time as mentioned herein above till the time of completion of discharge with time exclusions as per CP shall be to the account of the CONTRACTOR and the demurrage incurred and payable to the Vessel Owner shall be recovered from the CONTRACTOR.
- 1.8. The material discharged shall be immediately cleared from wharf and transported to the designated stacking areas / plots in the port hired by the CONTRACTOR. The CONTRACTOR should guarantee evacuation of Cargo at the Minimum Guaranteed discharge rate as mentioned at Para 1.4 above. In the event of failure to evacuate at this rate, the CONTRACTOR shall make good any loss to the COMPANY arising out of the above failure, such as claims arising out of detention of vessel, shifting of vessel, any penalties imposed/action taken by authorities etc.
- 1.9. The CONTRACTOR shall discharge his obligations even in case of change in berths, change in Railway Sidings etc. by Port Authorities without any additional financial implications to the COMPANY.
- 1.10. The Tenderer should be thoroughly conversant with the requirements to perform the jobs to be assigned against this tender uninterruptedly during the CONTRACT period. The Tenderer should understand and comply with the Port's scheme / procedures / systems / circulars / ongoing modernization activities and other statutory requirements prescribed by DLB/CHD, Port Trust, Railways, Dock Safety and other related Statutory Authorities etc., as may be applicable from time to time, during the CONTRACT period.

## **2.0 STEVEDORING:**

Broadly the functions / responsibilities of the CONTRACTOR in this respect will be as follows:

- 2.1. Possession of necessary licenses required for carrying out the Stevedoring work.
- 2.2. Arranging necessary gears / cranes and labour including CHD labour, if any, required for carrying out the work successfully.
- 2.3. Vessels shall be handled at any berth / Inner Harbour of VPT and/or any BOT Terminal at VPT as per Port requirement.
- 2.4. The CONTRACTOR shall Guarantee the Minimum Discharge rate as mentioned \_herein above.
- 2.5. Discharging the cargo as per the prevailing norms of the Port, and also as per the terms and conditions contained herein.
- 2.6. While discharging, ensure that no cargo spills into the sea by using the save-all nets or such other devices that may be prescribed by the Port Authorities from time to time.

- 2.7. If Port Authorities impose any penalties due to non-adherence to the norms / guidelines / procedures of the Port, the same shall be to the account of the CONTRACTOR.
- 2.8. In case Port Authorities demand for suspension of work for shifting of the vessel, the time for shifting from boarding of the Pilot shall be considered for the time exclusion.
- 2.9. If the work is stopped either by the CONTRACTOR himself or by the Port Authorities due to poor shore / wharf clearance, the same shall be to the account of the CONTRACTOR even though the discharge rate is achieved.
- 2.10. **DESPATCH SHARING** : Any despatch money accrued to COMPANY as per the terms of its charter party agreement shall be shared equally between COMPANY and CONTRACTOR in the event of berthing RINL Vessel within 12 hours (of the allowed maximum free time of 24 hours) from time of arrival of Vessel "on roads" and the "notice of readiness" is issued by "Vessel Master" for berthing of Vessel. However, in the event RINL Vessel is berthed between 12 to 24 hours after "notice of readiness" is issued, 12 hours of despatch earnings shall accrue to RINL in full and despatch earnings for balance time, if any, shall be shared equally between COMPANY and CONTRACTOR.
- 2.11. The CONTRACTOR shall obtain from the Master of the ship, a clean certificate that full cargo has been discharged from all the hatches and that all the hatches have been swept clean to his entire satisfaction. The CONTRACTOR shall also obtain 'NO DAMAGE CERTIFICATE' from the Master of the ship in respect of Gears, Equipment, etc. In case of any damages caused, the CONTRACTOR shall repair them to the satisfaction of the Master of the ship at his cost without any claim on the COMPANY. In the event of failure on the part of the CONTRACTOR to repair the damages to the satisfaction of the Master of the ship, all the cost incurred by RINL and consequences of any such damages shall be to the account of the CONTRACTOR. The CONTRACTOR shall keep the COMPANY indemnified against such liabilities.
- 2.12. The CONTRACTOR shall maintain tally of cargo as per Port rules / conventions.

### **3.0 SHORE HANDLING:**

- 3.1. The CONTRACTOR shall receive the materials on the wharf and ensure wharf clearance as per Para 1.9 above.
- 3.2. The CONTRACTOR shall load the materials into dumpers at the ship's side, transport to the stacking areas and unload the same. High stacking is to be done in case of necessity, using suitable equipment. The CONTRACTOR shall de-stack the material and load the same into dumpers for loading the wagons or directly into the wagons by employment of suitable equipment, tools and tackles and manpower. The material should be stacked only in the plots hired by the CONTRACTOR from the port.

If Port levies any penal rent due to spreading of cargo into other areas that are not allotted to the COMPANY, such penal rent shall be recovered from the CONTRACTOR. No extra payment shall be allowed on account of height or leads.

- 3.3. The CONTRACTOR shall place the wagon indents with Railways as advised by the COMPANY's officials from time to time, ensure/monitor placement of wagons, file forwarding notes with Railways, obtain RRs as per Railway rules, indent required labour, equipment / enabling facilities from Port, DLB / CHD and other Agencies for ensuring services for above operations etc.
- 3.4. The CONTRACTOR shall clean the wharf as well as Railway siding regularly to the satisfaction of Port and Railway authorities. The Railway tracks shall be scrupulously cleaned and spillages on roads / wharf / stacking area shall be cleared / collected and stacked at the specified space. All infringement to the Railway tracks / siding / wharf shall be cleared regularly to ensure smooth operations.
- 3.5. The CONTRACTOR shall make necessary arrangements to ensure no cargo spillage into channel during discharge and landing operations and at the time of collection of cargo from wharf. In addition to the above, if the Port Authorities incur any expenditure towards dredging of such area and the COMPANY is asked to share the same, such amount shall also be recovered from the CONTRACTOR.

#### **4.0 LOADING INTO WAGONS AT STACKING AREA:**

- 4.1. The CONTRACTOR shall remove foreign materials like boulders, etc. in wagons and clean empty wagons placed for loading to avoid contamination of cargo. Mere reasons that Railway Authorities issued clean Railway Receipt(s) (RR) does not absolve the CONTRACTOR from the loss incurred by the COMPANY towards dead freight due to under-loading of the wagons or damage caused to the equipment at Plant while tipping.
- 4.2. The CONTRACTOR shall make arrangements for continuous loading and drawing out of the wagons when loading is completed, in such a way that the entire loading operation is completed within the free time allowed by Railways from time to time. Demurrage, if any, payable for delay in loading or damage to the wagons shall be paid directly by the CONTRACTOR to the Port authorities. Under no circumstances such demurrage or wagon damage charges should be adjusted in the deposit account maintained by the COMPANY with Port Authorities.
- 4.3. The CONTRACTOR shall ensure loading of wagons to carrying capacity as per Railway regulations and the leveling, trimming of the materials as well as plugging the holes in the wagons to prevent bleeding of the loaded materials.
- 4.4. **Weighment at Visakhapatnam Steel Plant weighbridge shall be final for the purpose of accounting receipt of material at Plant dispatched from Port.**



- 4.5. The CONTRACTOR shall ensure handling losses to a maximum of 0.35% of the dry weight of draft survey quantity of the Cargo for each vessel. The landed cost of the Cargo for the shortages in excess of 0.35% on dry-to-dry basis for each vessel shall be recovered from the CONTRACTOR.
- 4.6. The CONTRACTOR shall comply with all the formalities as per rules and regulations in force by Railways, VPT. RRs are to be handed over to VSP immediately, in any case within 48 hours after completion of loading of the rake.
- 4.7. The CONTRACTOR shall obtain License, Road permits, Test Certificates etc. from Competent Authorities, Port Trust etc. for the equipments like Cranes, Dumpers, Pay Loaders, etc. employed for the above operations.
- 4.8. The CONTRACTOR shall trim / level manually the materials in the wagons after loading.
- 4.9. It shall be the responsibility of the CONTRACTOR to arrange to secure the closed doors of the railway wagons with suitable wooden plugs so as to totally eliminate the possibility of door opening en route.
- 4.10. If any excess freight is paid to the Railways by the CONTRACTOR, the same shall be deducted from the CONTRACTOR.
- 4.11. **SUBMISSION OF RETURNS:** The CONTRACTOR shall furnish various returns / statements, to the COMPANY as prescribed from time to time.

## **5.0 DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:**

- 5.1. In case of a vessel being under discharge on the last day of CONTRACT period, discharge and other operations shall be continued till the completion of the quantity i.e. total quantity is discharged from the vessel and dispatched to VSP Stockyard.
- 5.2. In view of the large scale operations involved, the entire work shall only be mechanical oriented and manual operations shall be resorted to only in rare exigencies and prior approval of the COMPANY shall be specifically obtained.
- 5.3. The CONTRACTOR shall keep himself apprised and be thoroughly conversant with the rules and regulations of the Port Trust, Customs, CHD, Railways Dock Safety Pollution Control Board and other related agencies.
- 5.4. The CONTRACTOR is deemed to have assumed all the responsibilities for the proper execution of the entire work from the time a vessel is allotted to the CONTRACTOR for handling and till dispatch of entire quantity of material landed as per discharge Port Draft Survey and material in the stacking area, to Visakhapatnam steel Plant Railway siding as per instructions of the COMPANY.
- 5.5. The CONTRACTOR shall make arrangements for indenting wagons, placing the same in the stacking area, ensure loading of the wagons to the maximum permissible loading levels / carrying capacity within 'free time' as

per Railway Regulations in force, preparation of forwarding note, obtaining RR from the Railways, etc.

- 5.6. The CONTRACTOR shall ensure guaranteed loading of materials into the wagons at a daily rate of minimum 3 (Three) rakes or as advised by COMPANY to their maximum carrying capacities as permitted by the Railways. For this purpose the CONTRACTOR should be able to place required no. of Indents to facilitate placement of rakes within a short notice. The CONTRACTOR shall endeavor to move all the cargo from port to plant within 5 (Five) days from the date of berthing of the vessel or as advised by COMPANY.
- 5.7. The CONTRACTOR shall also ensure and guarantee shifting of the materials from the wharf to the stacking area immediately after discharge by deploying adequate Mechanical Equipment / Loader / Dumpers / CHD labour etc.

In case of CONTRACTOR's failure to maintain the guaranteed rate of discharge, shore handling and other duties & responsibilities of the CONTRACTOR as specified elsewhere in this tender, any and all losses to the COMPANY arising there from by way of demurrage / wagon demurrage / infringement charges / penal rents and transit dues etc. will be fully recovered from any sums due / bills payable to the CONTRACTOR against the subject CONTRACT and also from any other CONTRACTs with the COMPANY besides other legal remedies.

- 5.8. The CONTRACTOR shall submit the following to the COMPANY from time to time as soon as the work is completed:-
- a) Tally report on daily basis, in duplicate, separately for:
    - i) loading into wagons directly from vessel;
    - ii) loading the wagons from the stacking area;
    - iii) loading the dumpers / truck, if any.
  - b) Wagon Weighment Certificates, if any;
  - c) Railway Receipts;
  - d) Daily discharge report in four copies duly signed by the Chief Officer / Master of the ship.
- 5.9. The CONTRACTOR shall be liable to pay the charges to VPT / CHD for labour utilized directly as per VPT / CHD rules. The COMPANY will make no separate payment for this to the CONTRACTOR.
- 5.10. Any additional charges for shunting / adjustment of wagons, other than normal siding and haulage charges, for facilitating loading into / dispatch of wagons to COMPANY's site will be borne by the CONTRACTOR.
- 5.11. In case additional Railway Freight is paid by the COMPANY consequent upon overloading / under loading of materials in Railway wagons, the CONTRACTOR shall be held responsible and any such payment will be recovered from the bills / Security Deposit / Performance Guarantee of the CONTRACTOR or from any sums due / bills payable to the CONTRACTOR against the subject CONTRACT and also from any other

CONTRACTs with the COMPANY besides other legal remedies. The additional railway freight paid by the COMPANY will be arrived by computing the difference between the actual freight paid by the COMPANY for dispatching a ship's cargo and the freight supposed to be incurred by the COMPANY for that ship as per carrying capacities of the wagons. The decision of the COMPANY in this regard shall be final and binding on the CONTRACTOR.

The CONTRACTOR shall also ensure that the freight for rakes/ wagons is paid to the Port Railway Authorities and Pre-paid Railway Receipts are obtained in order to avoid payment of surcharge, payable for to-pay consignments. The CONTRACTOR shall ensure that the full qty. discharged against any vessel is dispatched. If, at any later date it is observed that cargo has been accumulated and thereafter dispatched to Plant, then the CONTRACTOR will not be paid any extra charges and the freight incurred by the COMPANY on account of this retrieved/dug/swept cargo shall have to be borne by the CONTRACTOR.

- 5.12. The CONTRACTOR shall arrange fixation of load lines by appropriate authorities from time to time to prevent under-loading/overloading.
- 5.13. The CONTRACTOR should own or should have lease agreement for a minimum of 40 Dumpers of 10 MT capacity (12.5 M3), 10 Front End Loaders / Pay Loaders of 115 HP and 2 Heavy Duty Front End Loader of 220 HP in good working condition. The lease agreement should be valid for the CONTRACT period. The owners of the equipment who lease them should furnish evidence of ownership. In the event of more than one vessel discharging at a time the CONTRACTOR must be in a position to suitably increase the number of various equipments. If VPT stops the work of discharging due to the reason of poor shore / wharf clearance such delays and consequential losses shall be to the CONTRACTOR's account.
- 5.14. These equipments shall be either owned or controlled by him, as specified in Para 1.3 of PART – I of Tender Document. All Vehicles / Equipment must necessarily be in good working condition, especially brakes. The personnel with valid driving license must drive them. The Registration Certificate and driving license must be kept in the vehicle itself enabling the Authorities concerned to check, when required. In any case, the CONTRACTOR shall not depend on the COMPANY or Visakhapatnam Port Trust for making such equipments available to him and it will be his sole responsibility to organize these equipments himself.
- 5.15. Where ever the Tenderer owns the required equipment he shall produce the documentary evidence of ownership. In case of engagement of equipment on hire basis, the Tenderer shall produce an agreement signed between the Tenderer and owners of the equipment, duly signed before notary public. Further, before the price bids are opened, the Tenderer should produce before the Committee nominated for this purpose, physically the equipment in working condition, if demanded by the COMPANY.
- 5.16. The COMPANY will have the right to inspect all the equipments offered by the Tenderers and verify their ownership / control as to their present working condition and any other details considered necessary before deciding the tender and awarding the work.

- 5.17. The CONTRACTOR will undertake the Stevedoring work by mechanical means only and will keep the engagement of standby CHD labour to the barest minimum and such labour as may be engaged under CHD rules should be only employed for the purpose of sweeping and cleaning the hatches to the Master's satisfaction.
- 5.18. No claims for any damage/ demurrage/ detention/ idle charges for transportation / equipment, labour and other enabling facilities organized by the CONTRACTOR in connection with Customs clearance, Stevedoring, Handling and Transportation operations shall be payable to the CONTRACTOR under any circumstances whatsoever.
- 5.19. The CONTRACTOR shall ensure that the materials are stacked in such a manner as prescribed by the COMPANY / Port / CHD so that sufficient space / area is provided for movement of equipment / Dumpers etc., prevent any fire hazards keeping in view the technical requirements as well as dock safety regulations and to ensure maximum utilisation of the stacking area and siding facilities allotted for clearance and handling. No extra charge for stacking the material or for any extra mileage covered for transporting the material shall be allowed.
- 5.20. The CONTRACTOR shall ensure that the materials are stacked separately quality wise and shall not under any circumstances allow mix-up of materials of different vessels. Materials extracted from different mines at the different Countries of Origin will be imported. It is essential that the stacks of Limestone etc. are made in such a way that they are clearly and distinctly and physically identifiable at all times with respect to
- a) Vessel-wise
  - b) Brand of Cargo and Country of Origin.
- 5.21. The CONTRACTOR should also ensure the stacking of the material in such a manner so as to facilitate dispatch of materials on 'First-in and First-out' basis as per the instructions and requirement of the COMPANY. The CONTRACTOR will be fully responsible for his failure in complying with the above requirements resulting in any deterioration / losses in the materials on account of fire / disintegration etc. and also the surrounding/equipment facilities etc.
- 5.22. The CONTRACTOR should at all times have a well-organized establishment with skilled and experienced staff in the Port area for proper administration / control, supervision over the operations / cargo / equipments / staff employed, etc.
- 5.23. The CONTRACTOR shall make his own arrangements for all the equipments, tools and tackles and other requirements as per the Dock safety Regulations / other statutory rules of the State / Central Government viz., hand gloves, slings, shovels, goggles, shoes. etc, manual or mechanical and manpower required for the execution of the work. No priority or recommendation letter for procurement of equipment or tools and tackles shall be given by the COMPANY.
- 5.24. The CONTRACTOR shall adequately insure his equipment, staff and other enabling services for the entire period of the CONTRACT against vessel

damages, accident, fire hazards as well as Third Party Insurance covering men / material / equipment / cargo properties etc. of the COMPANY / Port Trust / CHD / Railways and other agencies engaged for the operations of Stevedoring as well as handling and transportation. The CONTRACTOR shall indemnify and shall keep the COMPANY indemnified for any losses arising out of the above operations on account of such reasons.

- 5.25. Cost and carriage of Hand Gloves / Gears / Drinking Water etc. supplied to CHD labour, supply of Petromax Lights / Wooden Ladders for increasing stack heights, Steel Ladders for loading into Dumpers if required, cost of clearing the stacks and other infringements / collection of broken pieces / chips / dust, payment of overtime / lead charges with or without transportation by mechanical or other means if any, shall also be taken to have been included in the rates quoted by the Tenderer(s) and the rates at which the work is awarded to the CONTRACTOR.
- 5.26. The CONTRACTOR shall fully apprise himself of all the facilities like Railway siding, lighting arrangements, equipments etc. available with the Port Trust as also with the COMPANY so that, he should avail of them whenever it is possible to do so. He should, however, make in advance all his required arrangements and gear up his organization with required manning / equipment, notwithstanding the operating facilities available with the Port Trust and / or the COMPANY in order that the work is executed in the required manner, tempo and volume as indicated above. The COMPANY is not bound to make available its equipment and services to the CONTRACTOR for carrying out the operations.
- 5.27. The CONTRACTOR shall whenever required, at his cost ensure proper printing and stationery materials according to the formats prescribed by the Port Trust, Dock Labour Board, Customs, Railways and any such Authorities under their rules and also as prescribed in the relevant procedure / documentation of the COMPANY.
- 5.28. The CONTRACTOR shall be responsible to the COMPANY for any damages / losses arising out of any claims made by Port authorities, Vessel Owner / Master of the ship, Railway authorities which are attributable due to the operations / negligence of the CONTRACTOR. The CONTRACTOR shall also be responsible for all losses, damages caused to the cargo by the CONTRACTOR either directly or through his employees, labour, CONTRACT labour etc. while conducting their operations. The CONTRACTOR shall indemnify the COMPANY in respect of claims and damages arising out of aforesaid loss or damage to the Vessel, materials, properties, persons of the COMPANY, Port, vessel owner & Railway authorities.
- 5.29. The CONTRACTOR shall abide by all instructions and directions issued to him by the DGM (T&S)/AGM (T&S) and/or his Authorized Representative in respect of the execution of the CONTRACT.
- 5.30. The CONTRACTOR shall abide by all the labour laws in force for the successful performance of the CONTRACT. He shall undertake to abide by the provisions of Payment of Minimum Wages Act, Provident Fund Act & Rules, Workmen Compensation Act etc.

## **6.0 LIQUIDATED DAMAGES:**

- 6.1. The CONTRACTOR shall utilise sufficient number of required mechanical equipments, to move the materials within free time and any damages / demurrages to ships or wagons, losses, charges including Port rent and demurrage, expenses or cost that may be suffered or incurred by the COMPANY due to CONTRACTOR's failure to comply with the above and dues thereof shall be fully realized from the CONTRACTOR from any sums due / bills payable to the CONTRACTOR against the subject CONTRACT and also from any other CONTRACTs with the COMPANY without any prejudice to other legal rights and remedies. The decision of the COMPANY in respect of such damages, losses, charges, costs or expenses and the recovery thereof from the CONTRACTOR shall be final and binding on the CONTRACTOR.
- 6.2. During the tenure of the CONTRACT if the COMPANY observes non-performance of the CONTRACT to the satisfaction of the COMPANY, the COMPANY is at liberty to award the work for the balance period of tenure at the risk and cost of the CONTRACTOR apart from any other rights available to the COMPANY.

## **7.0 PAYMENT OF THE CONTRACTOR'S BILLS:**

- 7.1. The CONTRACTOR shall submit his bills to T&S Section of MM Dept. of the COMPANY in four copies as and when the operation is completed relating to one vessel.
- 7.2. For the purpose of payment, the discharge port draft survey weight less 2% will be the "Payable weight".
- 7.3. Payments shall be released against relevant documents within 15 (Fifteen) days from the date of submission of clear bills, as follows:

### **a) For Stevedoring Charges:**

100% of Stevedoring charges shall be paid after completion of Stevedoring operations duly supported by Draft Survey Report and "NO DAMAGE CERTIFICATE" from the Master of the Vessel in Original and the payment shall be made for the payable weight. For this purpose each ship is a unit.

**b) For Clearing and Forwarding charges:** Clearing and Forwarding charges shall be released based on the actual weight of the material received at Visakhapatnam Steel Plant against relevant documents restricted to Payable weight.

- (i) 90% of the Clearing and Forwarding Charges for the "Payable weight" shall be paid on completion of dispatch of material of each vessel from the Port on submission of the bill duly supported by the statement of rakes dispatch indicating details of the type & no. of wagons dispatched against each rake. In case of weighment carried out at VPT, a copy of such weighment slip to be submitted for reference purpose. **However, the weight as recorded on the VSP in motion Weighbridge shall be final.**

- (ii) For the purpose of releasing balance 10% of the C&F charges, the vessels received / handled over a period of one quarter will be considered as a Unit. The balance 10% shall be paid for the Unit after duly reconciling the total quantity received during the quarter. For this purpose, the weights as recorded in the AVG. Wagon Weight Memo on monthly basis by the COMPANY shall be considered. At the end of each quarter, cumulative shortages /excesses shall be arrived and adjustment of Clearing & Forwarding charges of material received less or, in case of excess, refund of the amount adjusted earlier, if any, shall be released accordingly. For missing wagons, the RR weight / CC weight shall be taken as the quantity/received and accounted accordingly. No payment whatsoever shall be made for the excess quantity delivered. Further, if any shortage is found during physical stock verification at port by VSP when compared to its undelivered stock, the same shall also be taken into account for adjustment of clearing & forwarding charges, as the case may be.
- (iii) The quantity reconciliations for each quarter shall be completed within one month from the end of each quarter and the necessary bills shall be submitted by the stevedore within this period from the end of the quarter.

7.4. Where any equipment / services are hired by the COMPANY from outside Agencies except those covered under Para 1.3 of PART – I of the Tender Document and are availed of by the CONTRACTOR, actual hire charges thereof plus 25% towards overheads of the COMPANY shall be recovered from the CONTRACTOR. Any damages /detentions, etc., to such hired equipments/services of the COMPANY shall also be borne by the CONTRACTOR.

## **8.0 RESPONSIBILITY OF THE COMPANY:**

- 8.1. No guarantee is given by the COMPANY as to any definite volume of work that may be entrusted to the CONTRACTOR during the period of tenure of CONTRACT and / or at any point of time and the COMPANY does not accept any liability on this score.
- 8.2. All overtime payments to Customs, Customs duty will be made by the COMPANY. Railway Freight, Siding Charges and Haulage Charges, Terminal Charges, Loco Hire Charges, Port Charges and other statutory charges will be made by the COMPANY.

## **9.0 CONTRACT RATE:**

- 9.1. The TENDERER should quote the rate on per ton basis. The rates quoted by the TENDERER shall be deemed to cover all the operations /works mentioned at various parts of this tender and any other work incidental thereto and no extra claims from the CONTRACTOR for whatsoever reason shall be entertained by the COMPANY. Material will be discharged anywhere in the Port as per the decision of the Port Trust and only one rate is to be quoted. No extra charges for high stacking the material or any extra mileage covered for transporting the material shall be allowed.

- 9.2. By submitting a quotation, the CONTRACTOR shall be deemed to have fully familiarized himself with all the requisite data in connection with this CONTRACT. After the tender is accepted, no extra claim will be entertained for enhancement of the rates or otherwise on account of work involved or on any ground whatsoever.

#### **10.0 Penalties:**

The following penalties shall be levied on the CONTRACTOR in case of non-compliance with the terms and conditions laid down in this tender:

- (a) A penalty of Rs. 2000/- shall be levied in each case of failure to paste proper posters on the wagons or for wrong posters indicating the Vessel name and brand of cargo.
- (b) A penalty of Rs. 500/- shall be levied in each case of failure to hand over the Railway Receipts with 3 (Three) days of dispatch of rake.



**PART – IV OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**CHECK LIST TO BE FILLED UP AND SUBMITTED ALONG  
WITH COMMERCIAL BID (PART- A) OF THE OFFER**

1. Name of the Tenderer :
2. Address & Email for correspondence :
3. Details of Previous Experience of the Tenderer :  
(**ANNEXURE – I** of Instructions to Tenderers)
4. Details of Equipment employed by the Tenderer :  
(**ANNEXURE – II** of Instructions to Tenderers)
5. Submission of Solvency Certificate from Bankers :  
(**ANNEXURE – III** of Instructions to Tenderers)
6. Declaration under Sec.6 of Companies Act :  
(**ANNEXURE – IV** of Instructions to Tenderers)
7. Submission of Earnest Money Deposit (EMD) :  
(**ANNEXURE – V** of Instructions to Tenderers)
8. Acceptance to submit Security Deposit / Performance Guarantee :  
(**ANNEXURE – VI** of Instructions to Tenderers)
9. Acceptance & Submission of General Conditions of Contract :  
(**PART- II**) of Tender Document) duly signed
10. Acceptance & Submission of Special Conditions of Contract :  
(**PART- III**) of Tender Document) duly signed
11. Acceptance to Signing of the Agreement :  
(**PART- V**) of Tender Document) duly signed
12. Submission of Blank Price Bid format :  
(**PART- VI**) of Tender Document)
13. Acceptance & Submission of signed Integrity Pact :  
(**PART- VII**) of Tender Document) duly signed

(Name & Signature of the Tenderer)

**PART – V OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**DRAFT AGREEMENT FOR STEVEDORING, HANDLING, CLEARING  
AND FORWARDING OF LIMESTONE AT VISAKHAPATNAM PORT  
(VPT) OR ANY OTHER BOT TERMINAL AT VPT.**

**AGREEMENT NO. T&S/17/01/xxxx DATED XX.XX.2017**

(First Page of the Agreement will be typed on Non-Judicial Stamp Paper of adequate value)

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and 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, hereinafter referred to as the “COMPANY” (which expression shall include its successors and assigns) of the FIRST PART and M/s. \_\_\_\_\_, a Company incorporated in \_\_\_\_\_ and having \_\_\_\_\_ its \_\_\_\_\_ Registered \_\_\_\_\_ Office \_\_\_\_\_ at \_\_\_\_\_ hereinafter called the “CONTRACTOR”, (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the SECOND PART

WHEREAS, the COMPANY was desirous for awarding a Contract for the work of Stevedoring, Handling, Clearing and Forwarding of Limestone at Visakhapatnam Port (VPT) or any other BOT Terminal at VPT as envisaged in the Invitation to Tender No. T&S/17/01/XXXX Dtd. 07.07.2017 and the COMPANY have accepted the tender submitted by the CONTRACTOR for the execution and completion of the said WORK.

AND WHEREAS, the COMPANY have awarded the work under Letter of Acceptance No. T&S/17/01/xxxx Dtd. XX.XX.2017 appointing the CONTRACTOR named above for carrying the WORK as per the Terms & Conditions given in the tender as per **ANNEXURES - 1 & 2** hereto and the CONTRACTOR has agreed for the execution and completion of such WORK, for the period of ONE year from XX.XX.2017 and extendable upto three months at RINL’s sole option at the same rates, terms and conditions.

AND WHEREAS the CONTRACTOR, pursuant to the terms of Invitation to Tender, shall submit the full Security Deposit / Performance Bank Guarantee for an Amount of Rs. ----- (5% of the Contract Value) by way of a Bank Guarantee issued by ----- (Branch Name of the Bank), Visakhapatnam.

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 – 1 to Annexure – 5** 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 – 1 : Letter of Acceptance No. T&S/17/01/XXXX Dt. XX.XX.2017 along with its Annexure (Schedule of Rates).

Annexure – 2 : Offer no. ----- Dt.. XX.XX.2017 submitted by M/s -----

Annexure – 3 : Invitation to Tender No. T&S/17/01/XXXX Dtd. xx.xx.2017 containing Special Conditions of Contract, General Conditions of Contract, ANNEXURES, etc.

Annexure –4 : 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 - 1** 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 COMPANY.
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.

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:

Place: Visakhapatnam

IN THE PRESENCE OF:

Signature:

Name:

Designation:

Place: Visakhapatnam

Signature:

Name:

Designation:

Place: Visakhapatnam

**PART – VI OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**PRICE BID FORMAT**

**SCHEDULE OF RATES FOR VARIOUS OPERATIONS**

S. NO	ITEM OF WORK		BASIC RATE (Rs./MT)	GOODS & SERVICE TAX(GST) (Rs./MT)	TOTAL (Rs./MT)
1	<b>STEVEDORING CHARGES AT 'VPT':</b> ( SCOPE OF WORK AS DETAILED IN VARIOUS PARTS OF THE TENDER WITH SPECIFIC REFERENCE TO PARAS <u>2.1 TO 2.14</u> UNDER SPECIAL CONDITIONS OF THE CONTRACT)	in figures			
		in words			
2	<b>CLEARING &amp; FORWARDING CHARGES (INCLUDING HANDLING, WAGON LOADING AND HIRING OF PLOT) :</b> ( SCOPE OF WORK AS DETAILED IN VARIOUS PARTS OF THE TENDER WITH SPECIFIC REFERENCE TO <u>PARAS 3.1 TO 4.9</u> UNDER SPECIAL CONDITIONS OF THE CONTRACT)	in figures			
		in words			

**REMARKS:**

1	RINL RESERVES THE RIGHT TO ALLOCATE ANY ITEM/ITEMS DEPENDING ON THE REQUIREMENT. NO CLAIM FOR COMPENSATION FOR NON OPERATION OF ITEM/ITEMS SHALL BE ENTERTAINED.
2	TENDERERS SHOULD QUOTE ALL INCLUSIVE RATES INCLUDING STATUTORY TAXES. ONLY GST NEED TO BE SHOWN SEPARATELY, BASIC RATE REMAINING <b>FIRM</b> . ANY VARIATION IN APPLICABLE RATE OF GST DURING THE CONTRACT PERIOD SHALL BE TO THE ACCOUNT OF RINL.
3	IN CASE OF ANY NECESSITY TO SHOW FURTHER BREAK-UP WITHIN THE ITEMS SHOWN ABOVE TO INDICATE DIFFERENT RATES OF GST FOR DIFFERENT OPERATIONS, SEPARATE SHEET MAY BE ATTACHED SHOWING SUCH BREAK UP. HOWEVER, THE TOTAL RATE MUST MATCH WITH THE FIGURE TO BE INDICATED ABOVE.

**NOTE:**

(i)	COMPOSITE RATE OF CLEARING & FORWARDING AND HIRING OF PLOT CHARGES AT <u>SL.NO. (2)</u> ABOVE IS INCLUSIVE OF <b>PLOT RENT</b> @ RS._____/MT EXCLUDING GST.
(ii)	PLOT RENT SHOULD BE MENTIONED SEPARATELY IN THE BLANK AT NOTE (i) ABOVE.
(iii)	THE PRICES QUOTED BY THE TENDERER SHALL BE BOTH IN FIGURES AND WORDS AND SHALL BE FREE FROM CORRECTIONS OR ERASURES. IN CASE OF ANY DISCREPANCY BETWEEN THE PRICE QUOTED IN FIGURES AND WORDS, THE PRICE QUOTED IN WORDS SHALL PREVAIL.

**PART – VII OF TENDER DOCUMENTS**  
**(OPEN TENDER NO. T&S/17/01/ Dated 07.07.2017)**

**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 **(nature of contract, in brief)**. 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 Independent External Monitor(IEM) by name, from the panel of IEMs, at the tender stage, 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 or the execution of a Contract, demand/take a promise/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 PC Act / applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the Contract execution(in case of Bidder to whom the Contract has been awarded).
  - a. The Bidder / Contractor 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 / Contractor 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 / Contractor will not commit any offence under the PC Act / Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor 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 / Contractor of foreign origin shall disclose the name and address of their Agent(s) / representative(s) in India, if any. Similarly the Bidder / Contractor 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 / Contractor, 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 / Contractor 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 / Contractor 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 / Contractor, 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 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 Period not less than six (6) months and, up to 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 exclusion of the Bidder from future tenders 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 exclusion of the Bidder from future tenders 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 transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach 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(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/subcontractor(s):**

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

#### **Section 8 – Independent External Monitor(s)(IEM(s)):**

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint / representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly

with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM 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 IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender / Contract documentation. The same is applicable to unrestricted and unconditional access to tenders / Contract documentation of Subcontractors also. The IEM is under Contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s)/Subcontractor(s) with confidentiality.
- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM 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/ receipt of the complaint 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 IEM.
- (8) IEM 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 PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External 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 Tender No.T&S/17/01/ Dt. 07.07.2017

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.

(3) 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 Pact 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 Pact 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 Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard 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. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder / Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 1.0** There shall be compulsory registration of Indian Agents of foreign suppliers / Contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1** Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier / Contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent 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:**
  - 2.1.1** Bidders of Foreign nationality shall furnish the following details in their quotation / bid:
  - 2.1.2** 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.
  - 2.1.3** The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
  - 2.1.4** 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 Paras 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.
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<b>VIGILANCE TOLL FREE No. 1800 425 8878</b>
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