

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
CENTRAL STORES DEPARTMENT
TRANSPORT SECTION
TENDER NO. STR/TR/2017-2020/AOIT/01 DT.09.11.2017**

This document (Invitation to Tender) is downloaded by :

M/s. _____

Tender Closing Date & Time : **21/12/2017, 11.00am**

Tender Opening Date & Time : **21/12/2017, 11.30am**

(To be filled in by the Tenderer while submitting his offer)

EMD Particulars

(FOR OFFICE USE DURING OPENING OF TENDERS)

1. EMD Particulars : DD/BC No. _____ for Rs. _____
drawn on _____ Bank

Note to Tender Opening Officers: In case EMD for Rs. _____ is not found in the 1st Part the 2nd Part shall not be opened.

2. Sl.No. of Tenderer : _____ out of _____ Tenderers

3. Covering Letter : Given / Not given

4. No. of Pages : _____

Signature of Stores Executive

Signature of Finance Executive

INVITATION TO TENDER CONSISTS OF THE FOLLOWING DOCUMENTS

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2	<p>TENDER FOR ROAD TRANSPORTATION OF VARIOUS CONSIGNMENTS FROM DIFFERENT PLACES IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE AND VICE VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA</p> <p>PART-A INSTRUCTIONS TO TENDERERS REGARDING SUBMISSION, OPENING AND EVALUATION OF TENDERS</p> <p>PART-B SCOPE OF WORK</p> <p>PART- C SPECIAL TERMS & CONDITIONS OF CONTRACT</p> <p>PART-D GENERAL CONDITIONS OF CONTRACT</p>	<p>5 – 11</p> <p>12 – 13</p> <p>14 – 26</p> <p>27 – 41</p>
3	<p>PART-E ANNEXURES</p> <p>Annexure- I Format for List of Branches</p> <p>Annexure-II Declaration regarding employment of relative(s)</p> <p>Annexure-III Information Regarding Experience</p> <p>Annexure-IV Proforma of solvency certificate</p> <p>Annexure-V Equipment Questionnaire</p> <p>Annexure-VI Proforma of Bank Guarantee For Security Deposit</p> <p>Annexure-VII Bank Account Data Format for NEFT Mode Of Payment</p> <p>Annexure-VIII Proforma of Integrity Pact</p> <p>Annexure-IX List of major stations</p> <p>Annexure-X Price Bid/Price Schedules</p> <p>Annexure-XI Total contract Value</p> <p>Annexure-XII Illustration for Finalization of L1 rates.</p> <p>Annexure XIII List of Safety Violations</p>	<p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47 - 50</p> <p>51</p> <p>52 - 57</p> <p>58 - 59</p> <p>60 - 68</p> <p>69</p> <p>70 - 71</p> <p>72 - 73</p>

**VISAKHAPATNAM STEEL PLANT (A Govt. of India Enterprise)
MATERIALS MANAGEMENT DIVISION
CENTRAL STORES DEPARTMENT
TRANSPORT SECTION**

NOTICE INVITING TENDER (NIT)

NAME OF THE WORK Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India.

Last date & Time of Receipt of tenders: **21 /12/2017, Upto 11:00 am**

Date & Time of opening of tenders

Pre-qualification & Techno Commercial Bids : **21/12/2017, at 11:30 am**

No. of sources : 2(two)

Estimated value : Rs.2.18 crores

Period of contract : 3 years from the date of finalization of contract.

CONTACT PERSONS: Shri K Sreenivasa Rao, Asst.General Manager(MM)-Stores
Mob.No.+91 9618484858 & E-mail:kandregula@vizagsteel.com
& Shri J Madhava Rao, Dy. General Manager (MM)-Stores
Mob.No.+91 8331016155 & E-mail:jmr Rao@vizagsteel.com

Details and tender documents can be down loaded from **VSP website**
www.vizagsteel.com+CPP Portal (Point No.4.2)

**GM (MM)-Stores
Landline No.0891-2703316**

“Tender for Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India”

- 1.0 Preamble:** Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam Invites tenders for Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India.
- 2.0 TENURE AND VALIDITY AND CONTRACT PERIOD:** No. of sources : Two. The contract period shall be valid for three years from the date of issue of work order. However at the end of each year, the performance of the Transport contractors shall be reviewed and only if found satisfactory, the contract period shall be further extended for the 2nd year and the 3rd year respectively.
- 3.0 DETAILED TENDER:** The detailed terms and conditions of this tender are detailed as under and the same are enclosed

Part – A Instructions regarding submission / opening of the tenders
Part – B Scope Of Work
Part – C Special Terms and Conditions
Part - D General Conditions of Contract
Part- E Annexures
Part- F Price Schedules

- 4.0** All queries/clarifications/correspondence concerning this tender shall be referred by the tenderer directly to Asst. General Manager (Stores- Transport section) Central Stores Dept., Visakhapatnam Steel Plant, Visakhapatnam-530 031. email id: kandregula@vizagsteel.com Mob.No.+91 9618484858. & Shri J Madhava Rao, Dy. General Manager (MM)-Stores Mob.No.+91 8331016155 & E-mail: jmrao@vizagsteel.com

PART-A

INSTRUCTIONS TO TENDERERS REGARDING SUBMISSION, OPENING AND EVALUATION OF TENDERS:

- 5.0 SUBMISSION OF TENDER:** The tender should be in two bids namely i) Pre-Qualification and Techno Commercial Bid (ii) Price bid containing only unit rates for each item of the schedule. The tenders will also be opened in two stages.
- 5.1** The tenders should be submitted in two separately sealed covers appropriately superscribed as i) Pre-qualification and Techno Commercial Bid (ii) Price bid. All the two sealed covers as above should be kept in another sealed cover and shall be superscribed as “Tender for Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India- **Tender No STR/TR/2017-20/AOIT/01 DT 09/11/2017**
- 5.2** The tender containing the bids should be submitted by registered post or should be deposited personally in the tender box kept in the Office of the Sr.Manager (Stores) Transport Section, Central Stores Dept., Visakhapatnam Steel Plant, Visakhapatnam-530031, on or before the 11.00 hrs on 21/12/2017. Tenders received after due date and time are liable for rejection. Tenders shall be opened at 11.30 hrs on 21/12/2017.
- 5.3** The tenderer shall sign and put stamp in each and every page of the tender documents in token of acceptance to the terms & conditions contained therein. However, the signature and stamp on the tender schedule alone shall be deemed to be acceptance of all the terms and conditions mentioned in Invitation to Tender, Instructions to Tenderers regarding Submission /Opening / Evaluation of Tenders, Special terms and Conditions, Scope of Work, Price Schedule forming part of this Tender. No deviations are acceptable unless specifically mentioned.
- 5.4** All entries in the tender documents shall be in one ink.
- 6.0 No. of Sources :**
- 6.1** VSP intend to have two (2) sources for executing the work. Reasonable care will be taken to distribute the subject works in the ratio about 60% & 40% among L1 tenderer and the tenderer who matches with L1 tenderer finalized rates.
- 6.2** Quantities indicated anywhere in this tender document are for the total tonnage envisaged to be operated by all the two parties.
- 7.0** The tender and the rates quoted shall be deemed to remain valid for acceptance by RINL/VSP for a period of five (5) months from the date of tender opening. Any tender containing alterations or erasures are liable to be rejected unless attested by the tenderer with his full signature. Any tender containing false information/particulars shall be liable for rejection and tenderers found guilty of furnishing false information/particulars shall be debarred from any future dealings with Employer. The tenderer is at liberty to be present or authorize his representative to be present for the tender opening.
- 8.1 Arrangement of Tender Documents:** The tender shall be neatly arranged, plain and intelligible, typewritten on white paper with consecutively numbered pages preferably in solid binding duly signed and stamped on each page and shall be submitted in two

separate parts as detailed below. No part should contain any terms and conditions printed or otherwise, which are not applicable to the tender. Insertions, postscripts, additions and alternations shall not be recognized, unless confirmed under the Tenderer's signature.

- 8.2 INTEGRITY PACT:** The tenderer is required to unconditionally accept the Integrity Pact placed at Annexure-VIII and shall submit the same duly signed along with the offer. Offer of the tenderer received without integrity pact duly signed, shall not be considered. The details of Nodal officer and Independent External Monitor(s) (IEM) are as given below:

NODAL Officer:

**Shri A Bhattacharya, GM(MM)
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant
Visakhapatnam- 530 031
Ph.No.0891-2518370:
Fax.No.0891-2518397**

Independent External Monitor:

**Shri Siva Prasad Rao
Flat No.4H, South Park Apartment
Opp.HDFC Bank
Nallagandla By pass Road,
Nallagandla, Serilingampally,
Hydrabad-500 019**

- 9.0 Pre-Qualification Bid:** The Pre-qualification bid shall strictly comply with the following:

- 9.1** This shall contain the Bankers Cheque / Demand Draft from any scheduled commercial bank encashable at Visakhapatnam for Rs.1.75lakhs towards Earnest Money Deposit. Bankers Cheques/ Demand Drafts of Co-operative Banks are not acceptable.

The Tenderer shall produce the following documents duly certified by a practicing Chartered Accountant:

- (i) A certificate from practicing chartered accountant to the effect that the applicant has handled transport contracts with freight earning of value not less than Rs.20 lakhs(Rupees twenty lacks only) in any three of the preceding seven financial years 2009-2010 to 2016-2017.
- (ii) That the tenderer had a turnover of Rs.40 Lakhs in at least any one year during the preceding 7 years
- (iii) Copies of work orders of Road Transportation Contracts from at least two reputed organizations during any three years of the preceding seven years for a total value of Rs.20 Lakhs, as per annexure-III

- 9.2** The tenderer shall produce attested copy of approval of the Indian Banks Association valid for one year initially and provision to extend the validity for a period of three years. (For the contract period)

- 9.3** The tenderer should submit Attested copy of up-to-date list of branches duly certified by a practicing Chartered/Cost Accountant as per format enclosed at Annexure-I. Tenderer should have his own branch offices at least in 10% of stations specified by VSP (Ref: Schedule-A). It may be noted that associate office / sister concern shall not be accepted.

The tenders not fulfilling the above pre-qualification criteria at point 9.1 to 9.3 shall not be considered and their tenders will be summarily rejected.

- 10.0 Techno-Commercial Bid:** This shall contain the following:

10.1 Technical Bid :

- a) Details of similar road transportation work done earlier, preferably in Steel industries.
- b) List of Equipment as per annexure-V
- c) Exceptions and Deviation to the Specification or other parts of the tender documents, if any.
- d) Copy of the Blank Price Bid Format (WITHOUT PRICES) duly signed and stamped on each page Statutory Certifications, if any

10.2 Commercial Bid :

- a) Details of Earnest money deposit as per Clause no: **22.0**.
- b) Confirmation that the price quoted is inclusive of all taxes & duties including statutory levies and excluding service tax.
- c) Confirmation that all the terms mentioned in the Terms and Conditions of Tender are acceptable.
- d) Confirmation that the prices quoted in the price bid are in line with the scope of work detailed.
- e) Declaration regarding employment of relative(s) within the meaning of Sec.6 read with Schedule IA of the Company Act, 1956, employed in any capacity in RINL/Visakhapatnam Steel Plant in as per Annexure-II
- f) Solvency Certificate from a bank as per format enclosed at Annexure-IV.
- g) Integrity Pact as per Annexure VIII duly signed
- h) Any other relevant details

The above shall be kept in a sealed envelope and superscribed as PREQUALIFICATION & TECHNO COMMERCIAL BID.

- 11.0 Price Bid:** Reverse e-auction will be conducted and Price bid will be opened with the tenderers who have strictly complied with the conditions listed for the Pre-qualification & techno commercial bid. The date and time of e-auction and opening of the price bids will be communicated in due course.

- 11.1** Price bid shall contain the rates for all the items in the schedules A to D of Annexure-X (143 items). Any offer which does not contain the quoted prices for any of the items in the schedules will be liable for rejection without any further correspondence on this issue Any remarks or changes (other than the prices) made in the price bid are liable to be ignored and shall not constitute part of the offer.

- 11.2** In case there is a difference between quoted words and figures, the quoted “Words” will be only considered.

12.0 EVALUATION OF TENDER / NEGOTIATION / Letter of Intent:

- a) After the price bid of the eligible tenderers is opened, the estimated total value of the contract would be determined by the following way:

i) **For Schedule-A –Smalls (Weight upto 3 MT)**

A = Cumulative Value for Sl no (1 to 61) =
(Quoted Rates per MT (X) Station approximate tonnage (Smalls) in MT's per annum)

B = Cumulative Value For Sl no 62=
(Quoted Rate per Km (X) Station approximate tonnage (Smalls) in MT's per annum (X) 1500 Kms)

C = Cumulative Value For Sl no 63&64=
(Quoted Rate for Sl 63 & 64 (X) Station approximate tonnage (Smalls) in MT's per annum)

[D=A+B+C]

ii) **For Schedule-A –FTL (Weight 9 MT)**

E = Cumulative Value for Sl no (1 to 61) =
(Quoted Rates per 9MT FTL (X) Approx no of FTL's)

F = Cumulative Value For Sl no 62=
(Quoted Rate per MT/Km (X) Approx no of FTL's (X) 9 MT) (X) 1500 Kms)

G = Cumulative Value For Sl no 63=
(Quoted Rate per MT for Sl 63 (X) Approx no of FTL's) X 9 MT

[H=E+F+G]

iii) **For Schedule-B –(Trailers)**

I = Cumulative Value for Sl no 1 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 1300 Kms (X) 15 MT)

J = Cumulative Value for Sl no 2 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 610 Kms (X) 20 MT)

K = Cumulative Value for Sl no 3 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 600 Kms (X) 25 MT)

L = Cumulative Value for Sl no 4 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 500 Kms (X) 30 MT)

M = Cumulative Value for Sl no 5 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 800 Kms (X) 35 MT)

N = Cumulative Value for Sl no 6 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 750 Kms (X) 40 MT)

[O= I+J+K+L+M+N]

iv) **For Schedule-C –(Trailers)**

P = Cumulative Value for Sl no 1 =
(Quoted Rates per MT/Km (X) Approx no of trailers load per annum (X) 650

Kms (X) 15 MT)

v) **For Schedule-D –LCV (Weight 3 MT)**

$$\begin{aligned}
 Q &= \text{Cumulative Value for Sl no (1 to 8) =} \\
 &\quad (\text{Quoted Rates per 3MT LCV (X) Approximate no of LCV per annum}) \\
 R &= \text{Cumulative Value For Sl no 9=} \\
 &\quad (\text{Quoted Rate per MT/Km (X) Approximate no of LCV per annum (X) 3 MT} \\
 &\quad \text{(X) 1200 Kms}) \\
 [S &= Q+R]
 \end{aligned}$$

- b) The overall L1, L2, L3 ,L4 so on will be determined based on this total value (Total Value= D+H+O+P+S). The tenderer has to mention their total contract value per annum as per Annexure-XI.
- c) In case of any error between total contract value quoted in the Schedules and sum of individual value of each item of schedules, the lower of either total contract value quoted or sum of individual value of each item would be considered .In case total contract value quoted is lower, the difference would be adjusted proportionately on each individual item of Schedules (A to D) mentioned at Annexure-XII of price bid for arriving at the individual item rate.
- d) In case of any error in arriving at the value of individual items mentioned at Annexure-X while multiplying the individual item rates with respective indicative quantities, the rate/value that is advantageous to the Company shall be considered.
- e) RINL/VSP conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). All the technically qualified tenderers would be required to participate in the reverse e auction. Details of online bidding procedure and User manual etc shall be communicated to all the pre qualification bid and techno commercial bid qualified bidders at an appropriate time.
- f) During the reverse e-auction process, the bidders shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company.
- g) After the reverse e-auction is conducted, the sealed price bids of all the technically qualified tenderers received along with the Techno Commercial offers, irrespective of whether they have participated in the Reverse E auction or not, shall be opened within a reasonable period.
- h) A composite comparative statement shall be made considering Reverse e auction data and sealed price bids data of all the technically qualified bidders, based on which the final L-1 contract value will be arrived.
- i) Finalisation of Schedule item rates shall be as follows:

In case the L-1 contract value is lower in Reverse E auction, then the corresponding manual sealed price bid item rates would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal. In case the L-1 contract value is lower in manual price bidding, the individual schedule item rates (mentioned at Annexure-X) quoted in the manual price bid shall be considered for award of contract to the tenderer. For illustrations please refer to Annexure-XII.

- j) A blank price bid format (provided at Annexure-X) duly signed and stamped by the tenderer shall be submitted along with the Techno commercial Bid, as token of acceptance and familiarity to VSP's tendering system as described in the NIT.
- k) However, in case on line bidding is not conducted, RINL will open the sealed price bid submitted by the bidder and process the tender as per the prevailing tendering procedures of RINL.
- l) VSP reserves the rights to negotiate as per the approved guidelines of the company after opening of the tenders with L1 tenderer. Thereafter as required the overall L2,L3 & L4 tenderers onwards will be required to match the prices as that of the L1 tenderer. VSP intends to have two transporters for executing the work envisaged in All over India transportation contract. Tenderer shall not increase his quoted rates in case the Employer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer. Letter of Intent/ Acceptance of tender shall be issued thereafter. After the issue of Letter of Intent (LOI)/ Acceptance of tender (A/T) , if any supporting document given by the party is found to be in-genuine, the party is liable to be debarred from participation in VSP tenders for a period of Five years. Failure to produce the original certificates at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification and forfeiture of EMD. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

- 13.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:** The tenderer shall not be entitled to claim any costs, charges, expenses and incidentals incurred by him through or in connection with the submission of Tenders.
- 14.0 CANVASSING:** Canvassing in any form is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing, will be liable for rejection.
- 15.0** The tenderers are required to quote their lowest prices after taking into account the work involved and expected quantum of work indicated in bill of quantities given vide schedule A to D.

- 15.1** The tenderers shall abide by all statutory requirements and safety regulations including enclosed Annexure No: XIII
- 16.0 General:** The different types of transportation are indicated in the schedules.
- 16.1** All tenderers are requested to take special note of the terms and conditions and Confirm to the same strictly.
- 16.2** In case of dispute/ contradictions between Special terms and conditions herein and General Conditions of Contract, then the conditions in the Special terms and conditions contained herein shall prevail.
- 16.3** Pre-qualification & techno-commercial bid shall be opened on the tender opening date.
- 16.4** After the scrutiny of the Pre-qualification & Techno Commercial Bid is carried out, reverse e-auction will be conducted and Price bid will be opened with the tenderers complied with the conditions listed for the Pre-qualification & Techno commercial bid. The date and time of e-auction and opening of the price bids will be communicated in due course.

PART-B
SCOPE OF WORK

- 17.0** The successful tenderer shall be herein afterwards referred to as Contractor.
- 17.1** The employer shall mean M/s. Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam having its registered office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 (AP)
- 18.0 NATURE OF WORK:**
- 18.1** Road transportation of various machinery, steel, refractories, Ferro alloys, minor raw materials, general stores, steel pipes, household goods etc., (By trucks/trailers) from different parts of India to Visakhapatnam Steel Plant site, Visakhapatnam and vice-versa and anywhere to anywhere within India. The total tonnage to be handled is about 2000 Tons per annum. This shall be distributed among two parties without any commitment in quantity distribution.
- 18.2** Approximate total quantity to be handled is 2000 MTs approx per annum. However, item-wise expected tonnage to be handled per annum is indicated at Schedules A to D. Tonnage indicated against each item of schedule is only approximate which may vary depending upon exigencies.
- 18.3** The Contractor shall be responsible for all aspects of transportation of machinery, steel, refractories, Ferro alloys, minor raw materials, general stores, household goods, steel pipes etc., from various parts of India to VSP site, Visakhapatnam and vice versa and anywhere to anywhere within India, by standard truck/trailer/light commercial vehicles as the case may be.
- 18.4** The Contractor shall receive instructions regarding the work from the Employer or his authorized representative. Any decision on major issues or policy matters regarding transportation will have to be approved by the Employer. The contractor will have to maintain close liaison with the Employer and suppliers of the Employer and carry out the work entrusted to them with full sense of responsibility and to the best interest of the Employer.
- 18.5** The contractor shall lift the material from a particular place/ supplier within 3 days from the date of receipt of e-mail / fax from the employer / supplier.
- 18.6** The contractor shall ensure that required number of trucks/trailers/ LCVs and other transporting equipment are made available at appropriate time.
- 18.7** All the trucks/trailers/LCVs and other transporting equipment utilized for the transportation shall be duly registered, taxes paid regularly and maintained in sound condition with necessary permission to ply on the route stated above in accordance with motor vehicles act or any other act in force.
- 18.8** The contractor shall obtain in due time necessary exemptions / permissions from the

competent authority at his own cost. It will be entirely the responsibility of the transport contractor to arrange at his own cost road permits, railway or police permissions etc., required for the said transportation work.

- 18.9** The loading will be arranged by respective suppliers on behalf of the employer and unloading of materials at destination shall be arranged by the employer.
- 18.10** Any transshipment of materials from the trucks/trailers/LCVs is not permissible except in case of break down enroute. The contractor should intimate immediately about breakdown enroute over telephone/fax/email to VSP seeking permission for transshipment.
- 18.11** In case of transshipment, the contractor shall provide necessary packing for loading the material for transporting the cargo at his cost.
- 18.12** Intimation/communication verbally / over phone / in written, by e-mail or fax, through letter by the employer shall be with the local representative of contractor only and it shall be the responsibility of the local representative of contractor to further communicate with the branches wherever & whenever required.
- 18.13** The contractors shall lift the material from a particular place / supplier within 24 hrs from the date of receipt of e-mail / fax from the employer. However if the transport contractor fails to place the vehicle within 3 days , action will be taken against the defaulting transporter(s) including alternate arrangement of transportation with the right to recover the extra/ additional amount spent.
- 18.14** Whenever waybills are to be handed over by the employer or his authorized representative to the contractor, the same shall be intimated verbally/ over phone/ by e-mail or fax to the local representative/ contractor. The local representative of the contractor should arrange to collect the same from the employer within 24 hours. The local representative of the contractor shall make provision to send the waybills to the required place by fastest mode like speed post / authorized courier/ or by their own representative in person.
- 18.15** The transporter should also clearly mention whether they had collected waybills from supplier or from employer (VSP). The waybills so collected should be handed over to VSP stores along with the consignment with due acknowledgement from VSP stores.

PART- C
SPECIAL TERMS & CONDITIONS OF CONTRACT

19.0 RATES: Rates must be quoted in the schedules enclosed to the tender, to transport materials as per the dimensions and the weights as indicated. The tenderer shall ensure that the rates quoted are given in figures as well as in words. The tenderer should quote the rates in the proforma of schedules as given in the tender documents i.e., Schedules A B, C and D. By submitting a quotation the contractor shall be deemed to have fully familiarized himself with all the requisite data in connection with this tender. After the tender is accepted, no claim will be entertained for enhancement of the rates or otherwise on account of the work involved on any ground whatsoever. In quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in the market rates except for items covered in price variation formula.

20.0 RATE VARIATION: The freight rates consist of 70% as fixed and 30% as variable. The adjustment of escalation/de-escalation in freight is applicable on the variable component only, in line with the change in diesel price. All other rates shall be firm excepting for variation in the price of diesel alone, if any, during the contract period as per the following formula. However, the increased/decreased rates shall be applicable from the 1st of the following calendar month from which the change in the rates takes place. The base price of diesel for working out the variation in the rates will be the price of diesel as on tender opening date. The Employer shall revise the rates in case of any change in the price of diesel once in a month taking into account the price of diesel prevailing at Visakhapatnam on the last day of a particular month.

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

$$P1 = P0 (0.70 + 0.30 \times F1/F0)$$

P0 = Price given in the tender / contract Schedules (A to D)

P1 = Revised price

F0 = Retail price of Diesel as on the date of Tender Opening at IOC dealers outlet at Visakhapatnam.

F1 = Revised retail price of the Diesel at IOC dealers outlet at Visakhapatnam.

The Employer shall inform the revised rates by issuing an amendment to the work order, in case of any change in the diesel price.

21.0 TENURE OF THE CONTRACT:

21.1 The Contract period shall be for three years with effect from the date of issue of LOI At the end of every year, the performance of the contractor shall be reviewed and only if found satisfactory, the contract shall be further extended for the 2nd year and the 3rd year respectively.

22.0 EARNEST MONEY DEPOSIT (EMD):The Bid must be accompanied by earnest money deposit in the form of a Demand Draft/Banker's Cheque drawn on any

Scheduled Bank payable at Visakhapatnam, in favour of "RASHTRIYA ISPAT NIGAM LTD", VISAKHAPATNAM STEEL PLANT for an amount of Rs.1.75 Lakhs (Rupees One Lakh Seventy Five Thousand only). The earnest money deposit shall not earn any interest. If the tenderer after submitting his tender fails to accept the Work Order/ Acceptance of Tender, the EMD shall be forfeited. Tenders not accompanied by EMD shall not be considered. The earnest money deposit will be returned to the unsuccessful tenderers on the 15th day of finalization of tenders.

23.0 SECURITY DEPOSIT:

- 23.1** On the tender being accepted by the Employer an agreement will be signed and executed by and between the Employer and the successful tenderer. The Contractor shall be required to deposit within two weeks of acceptance of his tender, an amount equivalent to 5% of the Contract value for the whole contract period as Security Deposit with the Employer in the manner indicated in the Article 5 of the General Condition of Contract. Should the successful tenderer fail to duly sign the agreement, payment for his bill against work done shall be withheld till such time he executes the agreement. If the contractor fails to furnish the Security Deposit within the period fixed by the Employer the EMD shall be forfeited without prejudice to his being liable for any further losses or damage, incurred by the Employer.
(Proforma of the Bank Guarantee to the Security Deposit is enclosed at Annexure-VI)

24.0 INSURANCE:

- 24.1** The successful tenderer shall provide insurance as per Article 22 of the General Conditions of Contract.
- 24.2** The Contractor shall take Insurance Policy for payment of an ex-gratia amount of Rs.1,00,000/- (Rupees One Lac only) in case of fatal accidents to the Contract Labour engaged by him in addition to the Workmen's Compensation Insurance Policy and Third party liability insurance . In case any fatal accident takes place involving his workmen, the Contractor is required to pay the Ex-gratia amount within 30 days from the date of accident along with the workmen's compensation.

25.0 PERIOD OF VALIDITY OF TENDER:

- 25.1** The tender and the rates quoted shall be deemed to remain valid for acceptance by RINL/VSP for a period of five(5) months from the date of tender opening.

26.0 TERMS OF PAYMENT:

- 26.1** Subject to deductions which the Employer may be entitled to make under the Contract, the Contractor shall be entitled to payment generally as follows. Payment will be made for the completed items of work. Payment for all completed items of work will be effected against the contractor's weekly bills. No cash payment shall be made. Payment shall be made through RTGS or NEFT mode of e-payment (FORMAT FOR NEFT TO BE DULY FILLED IN AND CERTIFIED BY THE BANKER). Bills shall be submitted in Quadruplicate along with receipted LR to Sr.Manager (Stores-Transport),

Central Stores Department, Visakhapatnam Steel Plant, Visakhapatnam for certification of bills. The bills in order will be paid on 30th day from the date of submission of clear bill with supporting documents at VSP Stores. The payments shall be made as per the following procedure:

27.0 CERTIFICATION:

- 27.1** All consignments other than “Smalls” shall be weighed at VSP weighbridge.
- 27.2** When the weighment is not done due to the reason that weighbridge is not working, bunching of vehicles, etc., the theoretical weight as calculated by stores will be arrived. The reason for not weighing the vehicles shall also be recorded.
- 27.3** The weight arrived at VSP weighbridge as per Para 27.1 or the theoretical weight so calculated as mentioned at para 27.2 or actual weight (not chargeable weight) as per the LR whichever is lower shall be payable weight.
- 27.4** Necessary certification indicating the payable weight shall be recorded on the reverse of the LR by Stores. The certificate shall also indicate whether the payable weight recorded is as per “VSP WEIGHBRIDGE” or “CONVERSION WEIGHT” etc.
- 27.5** In case of voluminous and bulky consignment i.e., cotton waste, monolithic lances, etc., weighing less than FTL weight of 8.5 to 9.5 MT , but occupying full space the weight shall be indicated and certified by Stores as “ VOLUMINOUS AND BULKY CONSIGNMENT – FULL TRUCK LOAD “.
- 27.6** Similar certification shall also be done for materials like cable drums, conveyor belts, rolls, coils of aluminium,, thermocouple tips, insulation materials etc., certifying as “ FULL TRUCK LOAD – NO FURTHER SPACE TO LOAD SIMILAR MATERIALS”
- 27.7** Certification given on the reverse of the LR should also indicate Purchase Order (A/T) No. and date, the day book number and date against which the material was accounted for in the stores. (Weighment slips need not accompany the LR's/transporters bills)
- 27.8** Whenever due to exigencies the consignment has to be collected exclusively in a separate vehicle, the certification shall be given by the concerned executive authorizing the transporter to lift the consignment as full load and payment shall be released for full truck load / LCV/Trailer. For transporting materials like chemicals, exclusive vehicle has to be placed.
- 27.9** For the consignments which are to be directly delivered at shop floor / zones, weighment shall be done at VSP weighbridge. The certificate given by the executive of shop floor / zone shall indicate the “ WEIGHT AS PER VSP WEIGHBRIDGE”. When the materials are unloaded by the transporter, a certificate to that effect shall be obtained from the recipient. Whenever the full truck loads are directly delivered at shop floors, the relevant DB nos & A/T Nos are to be incorporated on the reverse of the LR's and certified by concerned Stores representative.

27.10 For consignments upto 3 MT, an acknowledgement for receipt of material by an authorized representative of VSP's local collection contractor shall be obtained on the reverse of LR. For consignments (smalls) collected by the Collection Contractor from the transporter's godown, the transporter shall send a list of such LRs to the stores once in a week and VSP Stores in turn, shall arrange to give the DB No & Date, A/T No. & date on the same list within three days of receipt of such list by stores. The collection contractor is not responsible for providing DB nos to the transporter while taking delivery of the smalls consignments at the transporter's godown.

28.0 FULL TRUCK LOAD CERTIFICATION

28.1 The transporter shall obtain proper certification from the stores executive for full truck loads on the LR. In case any correction is required, the same shall be got done by the transporter within the next two working days.

28.2 All the LRs irrespective of whether the freight is charged on the basis of weight or volume, should indicate the actual weight or dimensions of the packages and certification will be done by stores based on the weight/volume.

28.3 The above certification shall be given by an executive of stores or by the receiving departments for consignments directly delivered at shop floor/zones or by a representative of VSP's local collection contractor for consignments collected from transporter's godown.

29.0 BASIS FOR PAYMENT:

29.1 SMALLS:

29.1.1 The actual weight (not charged weight) indicated on the LR, subject to minimum of 50 kgs, shall be the weight for calculating the freight charges.

29.1.2 For consignments weighing upto 3 MT, freight shall be paid on the rates for smalls per MT. However, the consignments weighing between 3 to 4 MT freight shall be paid on the rates for smalls per MT subject to freight amount thus arrived should not exceed the amount for 4 MT based on proportionate rate for full truck load of 9 MT., smalls freight $\leq (\text{FTL freight}/9\text{MT}) \times 4 \text{ MT}$. If smalls freight exceeds the freight arrived on proportionate FTL rate, then freight applicable for 4 MT on proportionate FTL rate is payable.

29.1.3 For consignments weighing above 4 MT but less than 8.5 MT, freight shall be paid proportionately considering full truck load as 9 MT.

29.1.4 For materials booked under small weighing less than 3 MT, if VSP desires, the consignments should be delivered in VSP stores and the delivery charges shall be paid.

29.2 FULL TRUCK LOAD:

- 29.2.1** Freight shall be paid for full truck load of 9 MT for the consignments of following category:
- 29.2.2** Consignments weighing between 8.5 MT to 9.5 MT
- 29.2.3** Consignments certified as (i) “VOLUMINOUS AND BULKY CONSIGNMENT FULL TRUCK LOAD “ (ii) “ FULL TRUCK LOAD – NO FURTHER SPACE TO LOAD SIMILAR MATERIAL” and (iii) those authorized by the Employer to be brought as full truck load, the freight rate for full truck load shall be paid. Volume conversion for light but voluminous consignments, when carried less than full truck load only, shall be 1 CFT = 14.29 Kgs. When conversion adopted, payment shall not exceed full truck load.
- 29.3** For consignments weighing above 9.5 MT, the freight shall be paid proportionately considering full truck load as 9 MT plus proportionate freight for tonnage beyond 9.5 MT considering divisible factor of FTL as 9.
- 29.4** Where materials are transported in a 10 wheeler Taurus vehicle, freight shall be payable for two full truck load charges provided the cargo transported range between 16 to 18 MT. In case the tonnage involved is less than 16 MT or more than 18 MT, freight shall be payable proportionately for full truck load of 9 MT.
- 29.5** Any direct consignment i.e., consignment other than “ SELF” or “ DELIVERY AGAINST CONSIGNEE COPY OF LR “ weighing three MT or above is to be door collected and door delivered and such charges are to included in the rates, irrespective of their booking conditions.
- 29.6** In case of consignments booked on “SELF” or “DELIVERY AGAINST CONSIGNEE COPY OF LR” basis, the transporter shall check, from the Employer regarding the availability of LR and door deliver the consignment if LR is available with the Employer, at the time of receipt of consignment in transporter’s godown at Visakhapatnam. If LR is not available at that point then it shall be unloaded in transporter’s godown.
- 29.7** For consignments weighing less than 3 MT, door collection or door delivery charges shall be paid as per rates finalized. However, such consignments shall be collected only if it is indicated in the purchase order or if it is asked for specifically by the employer and shall be door delivered if requested by employer in writing.
- 29.8** For all stations that are within 50 Kms, vicinity of major booking station, the transportation charges shall be paid as applicable for that booking station / city / town.
- 29.9** Sections where there is a Port/Air Port, the same rate shall be applicable for the consignments taken delivery from the Port/Airport.

- 29.10** No demurrage charges shall be paid by the employer for any consignment (s) irrespective of the booking conditions whether freight to-pay or pre-paid.
- 29.11** No extra items other than those provided in the scope of work shall be done by the contractor unless authorized to do so in writing by the employer or his authorized representative. For any such items of work executed as per written instructions, the rates will be mutually agreed upon or as derived from the accepted rates wherever possible on the basis of which payment will be effected.
- 29.12** No correction/over-writings on the LR/challans shall be allowed. Correct weight/weights of the consignment has to be indicated on the LR at the booking stations only. In case of voluminous consignments the dimensions of the package (s) should be indicated on the LR at the booking station only. Payments against LRs with corrections and over-writings, shall not be made.
- 29.13 The standard measurements of truck are 5.5 Mtrs (Length), 2 Mtrs (Width) and 2.2 Mtrs(Height)**
- 29.13.1** Extra charges for increase in length/width/height shall be paid concurrently beyond above mentioned dimensions as per the following:
- 29.13.2 FOR SCHEDULE 'A'/FTL**
For every increase of 15 mm in length i.e., beyond the length of 5.5 Mtrs, 0.5% extra freight shall be paid. For every increase of 15 mm in width i.e., beyond the width of 2 Mtrs, 1% extra freight shall be paid. For every increase of 15 mm in height i.e., beyond the height of 2.2 Mtrs, 1% extra freight shall be paid.
- 29.13.3 FOR SCHEDULES 'B' AND 'C':**
For every increase of 15 mm in length i.e., beyond the length of 13 Mtrs, 0.25% extra freight shall be paid. For every increase of 15 mm in width i.e., beyond the width of 4 Mtrs, 0.5 % extra freight shall be paid. For every increase of 15 mm in height i.e., beyond the height of 3.5 Mtrs, 0.5 % extra freight shall be paid.
- 29.13.4** It may be noted that any part measurement of 15 mm shall be ignored for the purpose of calculation of extra freight amount as per Clause No. 29.13.2 & 29.13.3.
- 29.14** A/T No. and date shall be invariably indicated on the LR copy at the time of booking by the transporter. LRs without delivery challan/ invoice indicating A/T No. and date shall not be accepted either by the Stores or by the freight paying authority.
- 29.15** Under any circumstances, no demurrage charges are payable to the contractor under this contract. Further, the transporter shall not charge any demurrage for a minimum period of 120 days from the date of expiry of the contract for the consignments transported by him.

29.16 No detention charges for the vehicles shall be paid either at loading or unloading point due to delay, if any, for any reasons. However, all care will be taken by VSP for loading and unloading within reasonable time.

29.17 Transporter shall deliver the full truck / trailer/LCV load consignments at VSP Stores only, irrespective of the booking whether freight is Pre-paid / To-pay. No extra charges shall be paid. Irrespective of booking of delivery terms by the supplier, the transporter should deliver all the consignments to VSP stores weighing more than 1 MT. In case of weighing less than 1 MT , the delivery terms as per the consignment note are to be followed. For this no extra charges shall be paid.

29.18 GST INVOICES:

29.18.1 The contractor shall obtain acknowledgements from the authorized representative of VSP on the challans having delivered the materials in good condition. Payment shall be made to the contractor only when the bills are supported by such certificate/ certified challans. GST Invoices received from suppliers shall be handed over to the consignee for claiming INPUT TAX CREDIT (ITC) . The following procedure shall be followed for GST in this regard.

29.18.1.1 The transporter shall indicate on the LR, at the time of preparation of LR itself, whether or not, GST invoice has been received from the supplier (Consignor)

29.18.1.2 The transporter shall allow the collection contractor of VSP while collecting the smalls to indicate on the transporter's copy of LR, whether the GST invoice is received by the collection contractor or not.

29.18.1.3 The Employer has to claim ITC based on such GST invoices. Therefore, the contractor shall ensure that GST Invoice is preserved and deliver the same to the Employer or his authorized representative intact. Incase, such GST invoices are misplaced/lost in transit/unable to deliver to the employer, an affidavit in the prescribed proforma furnished by the Employer for availing ITC shall be given by the contractor at the time of delivery of the consignment,. However, if this GST invoice is traced out at a later date, the same shall be delivered to Employer for redeeming the affidavit from GST Authorities.

29.18.1.4 For the consignments door delivered, VSP Stores, shall indicate on transporter's copy of LR whether the GST invoice is received by them or not.

29.18.1.5 **WAY BILLS:** The transporter should clearly mention if they have collected the way bill (s) from the supplier or from the employer (VSP).The way bill(s) should be enclosed and handed over to VSP stores along with the consignment with due acknowledgement from VSP stores.

30.0 SHORTAGES

- 30.1** If there is any shortage found between the actual weight shown in the LR and weight of the materials received at destination, transporter shall be responsible to make good for such shortages attributable to them and in case of failure, such shortages shall be recovered from the pending bills.

31.0 TRANSIT TIME:

- 31.1** The normal transit time (Receipt date – LR date) to be taken for transporting the consignment is as under:

Sl	DISTANCE (KMS)	FTL (Days)	SMALLS (Days)	TRAILER (Days)	ODC(Days)	LCV (Days)
1	WITHIN 1000 KMS	4	5	10	20	2
2	ABOVE 1000 KMS	8	10	15	25	5
3	GRACE PERIOD	2	2	2	5	0

In case of delay, 2% of the freight charges for the first week or part thereof and 4% per week beyond one week, but not exceeding freight amount shall be levied. This is applicable for the consignments to be door delivered at VSP. However, the contractor shall ensure that above time schedules are maintained strictly for “Smalls” consignments booked on godown delivery basis.

32.0 LIABILITY OF CONTRACTOR REGARDING LOSS, DAMAGES ETC:

- 32.1** If and when any expenses such as detention charges, demurrage charges which are avoidable are incurred or losses to stores or losses of claims for compensation from carriers or insurance company or other authority are occasioned on account of transporter's negligence or failure to exercise all care, diligence and economy, the Employer at his discretion can, after giving the contractor an opportunity to explain, require the contractor to reimburse the Employer with whole or any part of such expenses. If such reimbursement is not done immediately by the contractor, the amounts which have been spent on account of the contractor's negligence etc., shall be recovered from the pending bills of the contractor. The assessment of losses, and the amount to be reimbursed or recovered etc., as determined by the Employer shall be binding on the contractor.
- 32.2** It shall be understood that simply because an amount/quantum of loss is under dispute, it would not debar the Employer from recovering it from the pending bills of the contractor. If later on, it is decided that it was not correctly recovered, the amount will be refunded.
- 32.3** Any damage/losses that may be suffered or incurred by the Employer on account of non-fulfillment of any or all of the obligations by the contractor shall be recovered from the contractor without prejudice to other rights and remedies.

- 32.4** If a driver or any staff of the contractor indulges in unauthorized movement of materials or in any other activity, which is punishable under law and is not authorized by the Employer, the contractor will bear the full responsibility for the loss and other consequences, unauthorized acts besides the action to terminate the contract by the Employer.
- 32.5** In case of accident or injury or damages caused by the contractor's vehicle or staff to any property of employer the financial responsibility to compensate will be borne solely by the contractor and this amount may at the discretion of the Competent Authority or Visakhapatnam Steel Plant, be recovered from the bills or security deposit or other deposits of the contractor.
- 32.6** Variation in taxes, if any, applicable after opening of Tender / Price Bid / Revised Price etc as the case may be (based on which the order on contract shall be placed) shall be reimbursed by VSP subject to production of necessary documents by the AOIT contractor.
- 32.7** Similarly Withdrawal / Downward Revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the VSP.
- 32.8** All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the AOIT contractor
- 33.0 TAXES:**
- 33.1** The Contractor shall pay all taxes duties, charges or levies which may be assessed, imposed or levied upon any income realized by him under Contract except Service Tax. Service Tax, if applicable, shall be borne by the Employer. The transporter shall give necessary declarations to VSP as required from time to time for remitting service tax and to claim set off. Income Tax, if leviable, shall be borne by the Contractor. The Contractor shall be responsible to furnish Income Tax Declaration and file returns with respective Income Tax Authorities, as required under the Income Tax Act. Any Income Tax which the Employer may be required by law to deduct, shall be deducted at source and the same shall be paid to the tax authorities for the account of the Contractor and the Employer shall provide the Contractor tax deduction certificate.
- 34.0 CAPACITY OF TENDERER:**
- 34.1 Technical Capacity:**
- 34.1.1** The tenderer shall furnish equipment details as per Annexure- V.

34.2 LEGAL CAPACITY:

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

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

34.2.3 FINANCIAL CAPACITY:

34.3.1 The tenderer shall be financially in a position to fulfill the contractual obligations offered to be undertaken by him in line with the solvency certificate (Annexure-IV) as well as Chartered /Cost Accountants certificate as detailed at clause no: 9.3 of page-6.

35.0 NOTICE ON BEHALF OF THE EMPLOYER:

35.1 Notices and certificates on behalf of the Employer in connection with the contract may be given by duly authorized representative of the Employer, whose name shall have been previously communicated in writing to the Contractor. The Employer reserves the rights to issue addenda to the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the documents submitted with this Invitation to Tender. Each addendum issued shall be kept in VSP website www.vizagsteel.com +CPP Portal (Point No.4.2). The addendum so issued shall form part of the original tender. It will be the responsibility of the tenderer to check for addenda to the tender documents on regular basis from VSP website.

36.0 RIGHTS OF EMPLOYER:

36.1 The Employer reserves the right (i) of placing the contract simultaneously or any time during the currency with one or more tenderer/and/or by negotiation appoint some other Contractor accordingly (ii) of appointing any other Agency for any service referred to in the contract to meet an emergency if the Employer or his authorized representative (whose decision shall be final) is satisfied that the Contractor is not in a position to render specific services within the period in which such services are required.

36.2 Any loss arising on account of engaging other contractors due to failure of the contractor shall be recovered from the running bills or from the security deposit in case amount is not sufficient against running bills.

36.3 The Employer also retains full discretion to allocate work among other Contractors. The quantum of work allocated to contractors from time to time would be completely at the discretion of the Employer.

- 36.4** The mere mention of any item of work in this contract does not by itself; confer rights on the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.
- 36.5** It cannot be guaranteed that materials will be uniformly dispatched/ received during the period of the contract for the purpose of transportation and the contractor shall be ready to work under such and/or any circumstance without claiming any extra charges for the same. Employer does not guarantee about the number of vehicles required per day or per month.
- 36.6** Converting height into length or width or so may be done wherever possible and economical in transportation at the discretion of Employer.

37.0 ALTERNATE ARRANGEMENT OF TRANSPORTATION AT CONTRACTOR'S RISK AND COST.

- 37.1** The contractor shall place adequate number of vehicles within 24 hours of written intimation by the Employer or his authorized representative (including suppliers etc. of VSP). However, if the contractor fails to place the required vehicles within a maximum period of 72 hours, (in the case of consignments to be lifted from Port/Air Port maximum period is 36 hours) from the time of receipt of written intimation, the employer shall make alternative arrangement for transportation of such material at the sole risk and cost of the contractor and the additional freight including extras and other incidental charges like demurrages, wharf age incurred at port, shall be borne by the contractor.

38.0 REQUIREMENT OF PERFORMANCE:

- 38.1** Before booking company's consignments contractor's representative will have to take care that consignments (whether packed or open type) carry either a packing slip fixed on outside the package or paint written on it. Minimum requirements are our purchase order reference, name of the consignor, ship name/ bill of lading no. /AWB No. & date, if any, etc., with booking station. Besides, contractor must ensure that they collect copy of invoice/I. Note/Party challans and Form-31, wherever applicable and send them along with consignments.
- 38.2** All the LRs submitted along with the freight bills shall contain the following information.
- a) Name of the Consignor.
 - b) Description of material.
 - c) LR No. & Date.
 - d) Date of delivery at destination with consignee's acknowledgement, clearly indicating the name of the person who received the material affixing rubber stamp of the consignee.
 - e) The acknowledgement shall also indicate if the weight certified is as per "VSP Weighbridge Weight" or "VSP Conversion/Calculated weight" etc.

- f) Number of packages and weight delivered, Lorry No./Trailer/LCV should be indicated on the LRs without exceptions.
- g) No weightment slips need be enclosed along with LR.

38.3 The LR issued at the booking stations, should be complete and there should not be any cutting, over-writing on it.

38.4 The weights, measurements and description of goods / materials mentioned in the challans/ packing lists of the company or its suppliers shall besides others be the basis for assessing the losses in the transit and for recovery of damages / compensation there from. The contractor shall be responsible for any discrepancies found at the destination in respect of the descriptions of the weight, measurements, quantities, soundness of the materials/goods consignments. The contractor shall also be responsible for checking the packing conditions of the consignments and drums before he takes the delivery of the same for transportation. Once the materials are accepted for transportation by the contractors they will be deemed to have been handed over by the consignor in good condition unless, otherwise the contractor had pointed out any defects whatsoever at the time of taking delivery from the consignor at the loading point and record the same in the LR.

38.5 Any amount recoverable towards the losses / damages or extra charges of freight resulting from non – compliance with the terms of contract will be recovered from the outstanding payments of the contractor, or from the security deposit or from both. In case, this amount is insufficient for such recoveries, the contractor shall make good the balance amount by actual payment.

38.6 The contractor shall abide by all the statutory requirements imposed by State or Central Governments, including the local authorities and shall ensure that no financial liability whatsoever shall be passed on to the Employer for non-fulfillment of the statutory obligations under the contract.

39.0 SIGNING OF CONTRACT AGREEMENT:

39.1 On the tender being accepted by the employer an agreement in respect of the contract will be signed and executed by and between the employer and the contractor. All costs , charges and expenses of and incidental to the execution of the same agreement shall be borne by the contractor.

39.2 On acceptance of the contract, the transporter should inform to all their branches to accept consignments promptly from our suppliers and also place vehicle whenever required by the suppliers.

39.3 In case of Ex-works consignments, whenever there is request from supplier to collect material from their works on door-delivery basis, this needs to be complied with door collection charges shall be paid in case where the transporter arrange collection from

suppliers' godown. A weekly report on consignments received and pending for delivery is to be forwarded to Manager (stores- transport section). Whenever our collection contractor submits the original LR to the transporter, in case the material is not

received, the same is to be recorded on the reverse side of the LR. In case of dispatch of consignments handed over by DR stores, information as to delivery of the material to supplier is to be informed to stores transport section and to DR stores. Consignments booked by VSP for repair/rectification due to quality complaint / rejected material, to be delivered to suppliers in time. The transport contractor has to submit a report on fortnightly basis as to the consignments lifted during the period with details like LR No. & date etc,

40.0 JURISDICTION:

- 40.1** 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 of any general/special conditions of this tender.
- 40.2** In case of dispute/ contradictions between Special terms and conditions herein and General Conditions of Contract, then the conditions in the Special terms and conditions contained herein shall prevail.

**VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM**

PART D: GENERAL CONDITIONS OF CONTRACT

1.00 DEFINITION:

The following terms or expressions, as used in these "GENERAL CONDITIONS OF CONTRACT" and in the appertaining Invitation to Tender and Tender Schedules, shall have the meaning hereunder:

- 1.01 "Employer" shall mean Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include their successors and assigns.
- 1.02 "Project" shall mean the project or scheme in respect of the Employer's Visakhapatnam Steel Plant.
- 1.03 "Site" shall mean the place or places envisaged by the Employer at which the services are to be performed under the Contract.
- 1.04 "Tenderer" shall mean the person, firm or corporation submitting a tender against the Invitation to Tender and shall includes his/its/their heirs, executors, administrators legal representatives, successors and assigns.
- 1.05 "Contractor" shall mean the tenderer whose tender has been accepted and shall include his/its/their heirs, executors, administrators, legal representatives, successors and assigns approved by the Employer.
- 1.06 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and ~Approval~ shall mean approval in writing including as aforesaid.
- 1.07 "The Contract" shall mean the Invitation to Tender, General Conditions of Contract, Rates and amount accepted against the items of the Tender Schedule together with all correspondence entered into between the Tender prior to the issue of the Letter of Intent awarding the work, the contract agreement/Work Order and any other documents specifically indicated therein.
- 1.08 "Invitation to Tender" shall mean and/or include inquiry for the performance of service or services in connection with the plant or for the planned extension or expansion thereof.
- 1.09 "Contract Sum" shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.

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

1 KM 1000 m

1 m 100 cm

1 d cm 10 cm

1 cm 10 mm

For surface measurement in sq.m.

For volume measurement in cu.m.

- 1.11 "Weight" shall mean the calculation of a load. It is to be stated in Metric Tons(1 Metric Ton = 1000Kgs)and/or in Kgs. (1 kg=1000 grms.) One tonne shall mean 1000 Kgs. By weight.
- 1.12 "Time" shall be reckoned by months, days and hours, the period of a month being equivalent to the calendar month according to the Gregorian Calender.
- 1.13 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.
- 1.14 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect material or work under the contract or his duly authorised agent.
- 1.15 "In writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode or modes of representing or reproducing words in a visible form.
- 1.16 "Notice in writing" or Written Notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.17 "Letter of Intent" shall mean an intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.18 Words importing persons shall include firms, companies, Corporations, Associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice versa where the contract so requires or permits.

2.0 LANGUAGE:

- 2.1 The contract agreement and all correspondence between the Employer and the Contractor shall be English Language.

3.0 HEADING AND NOTES:

- 3.1 The headings and notes in these General conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

4.0 SIGNING OF THE AGREEMENT:

On the tender being accepted by the Employer an agreement in respect of the contract will be signed and executed by the Employer and the successful tenderer. All costs, charges and expenses of and incidental to the execution of the said agreement shall be borne by the Contractor.

5.0 SECURITY DEPOSIT:

- 5.1 The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit in favour of the Employer in one of the following forms:
- 5.1.2 Demand draft of the State Bank of India or from any other schedule bank payable at Visakhapatnam.
- 5.1.3 Bank guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the employer and in the proforma given by Employer.
- 5.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.
- 5.3 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and Employer will not be liable for payment of any interest on the security deposit or any depreciation thereof, any loss resulting on account of failure of the bank.
- 5.4 The Security Deposit shall be refunded/bank guarantee released on application by the contractor after the expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".
- 5.5 Should the extent or object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction of the contract sum by more than 10% then the security deposit shall be increased or reduced accordingly.

6.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

6.1 General:

6.1.1 The contractor is to be entirely responsible for the due performance of the contract in all respects.

6.2 Sub-letting of contract:

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

6.3 COOPERATION WITH OTHER CONTRACTORS:

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

6.4 RESPONSIBILITY FOR COMPLETENESS:

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

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

7.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

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

8.0 ACCESS TO SITE:

- 8.1 Subject to Article 8.3 access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.
- 8.2 In the execution of work no person other than the contractors, permitted subcontractor and his or their Employee shall be allowed on the site except with the written permission of the Employer.
- 8.3 The access to the site referred to in Article 8.1 above shall not be exclusive to the Contractor but only such as shall enable him to execute the work. The Contractor shall afford to the Employer and to the other Contractors, whose names shall have been previously communicated in writing to the Contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

9.0 OBLIGATIONS OF THE CONTRACTOR:

- 9.1 Unless otherwise agreed upon, the responsibilities of the Contractor shall include, but not limited to providing at his own cost, the following work and services.
 - 9.1.1 Ensuring coordinated handling of incoming equipment and materials so as to ensure that these will be available to the Employer in the order in which they will be required.
 - 9.1.2 Unless otherwise provided in the contract, providing all equipment, tools lifting tackles instruments and appliances required for the work. These shall be subject to inspection and passing by the Employer or his authorized representative. All rejected materials etc. shall be removed from the site by the Contractor shall be replaced by new materials in equivalent quantities.
 - 9.1.3 Providing watch and ward to ensure security and safety of materials under the Contractor's custody.
 - 9.1.4 Providing necessary supervisory personnel, staff, skilled and unskilled labour. The Contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The Contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the Competent Authority. If the Contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The Contractor shall take all safety precautions during work and ensure that his personnel use shoes, safety belts, gloves, helmets, masks etc., as are necessary for their safety. The Contractor shall, on demand by the Employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.
 - 9.1.5 Complying with instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.
 - 9.1.6 Making all arrangements to ensure that other work is not impeded of workmen not endangered.

9.1.7 Affording the Employer access at any time to the site, giving any information desired by him about the progress of work and affording him all facilities for inspection provided under the contract work in such form as may be called for by the Employer.

9.2 CONTRACTOR'S REPRESENTATIVES:

9.2.1 In order to carry out his responsibilities under Article 9.1 the Contractor shall employ competent representative/whose names shall previously have been communicated in writing by the Contractor to the Employer to superintend the work. The said representatives shall be present at site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representatives of the Contractor shall be deemed to have been given to the Contractor.

9.2.2 The Contractor shall ensure that each individual of the Contractor's personnel at site shall cooperate with the Employer and submitting reports as to the progress of contract all other agencies engage in the work to avoid difficulties in carrying out the work. Failure to extend such cooperation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the Contractor forthwith upon request by the Employer. In such cases, the Contractor shall provide immediately competent personnel to replace such individual at the contractor's own cost. In case of disagreement as to the cause of such removal the decision of the Employer shall be final.

9.2.3 The Contractor's representative shall be made available for such periods as the Employer may require and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the Contract. During the execution of the work, no personnel other than the Contractor or his duly appointed representatives, sub-Contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the Employer or his authorized representatives. The Contractor shall not object to the execution of the work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own. The work so far as it carried out in the Employer's premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the contractor all reasonable facilities for carrying out his work. The Contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and regulations.

9.3 PROGRAMME OF WORK AND PROGRESS REPORTS:

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

9.4 GENERAL SUPERVISION BY THE EMPLOYER AND COORDINATION:

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

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

9.5 PAYMENT OF TAXES:

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

9.06 WAGES, MEDICAL SUPERVISIION ETC.

9.6.1 The Contractor shall comply with the statutory obligations of regular payment of Provident Fund contributions to all their employees. The Contractor should also possess a valid labour license under the "Contract Labour (Regulation and Abolition) Act 1970". The Contractor shall produce proof of the above obligations by producing the copies of the relevant valid certificates at the time of submission of offer and also during the currency of contract, whenever required.

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

9.6.3 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighborhood or established by machinery or negotiations or arbitrations to which the parties are employees and recognized organizations of workers engaged in trade or industry in the neighborhood or prescribed by the State or local authorities. In the absence of any rates of wages, hours or conditions which are not less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

9.6.4 The Contractor shall make regular and prompt payments of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the contract is liable to be terminated.

9.6.5 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

- 9.6.6 As a number of Contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated Policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.
- 9.6.7 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the Contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The Contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.
- 9.6.8 The Contractor shall also be responsible for the observation of the above clause by his sub-Contractors.
- 9.7 WITHHOLDING PAYMENT:
- 9.7.1 The Employer may withhold the whole or part payment for the work claimed by the Contractor, which in the opinion of the Employer, if necessary to protect himself from loss on account of defective work not remedied or guarantees not met, claims filed against the Contractor, failure by the Contractor to make due payments for materials on labour employed by him, damage to another Contractor and so on. When grounds for withholding payments are removed to the satisfaction of the Employer, payments of the amount due to the Contractor will be made by the Employer without delay.
- 9.8 POSSESSION PRIOR TO COMPLETION:
- 9.8.1 The Employer shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work in accordance with the contract.
- 10.00 STATUTORY AND OTHER OBLIGATIONS:
- 10.01 The Contractor shall be liable for or in respect of any damages or compensation liable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any Sub-Contractor and for any damages to the Employer's or Third Party's properties caused by vehicles employed by the Contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923(VIII of 1923) or any other law for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all cost and (without prejudice to any other means of recovery) the Employer shall be entitled to deduct from any money due or to become due to the Contractor

(whether under this contract or any other contract) all money paid or payable by the Employer by way of compensation aforesaid and/or for costs or expenses in connection with any claim thereto, and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

- 10.02 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, ordinance or other law or any regulation or bye law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected of may be affected in any way by the works or any temporary works.
- 10.03 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.04 In respect of all labour directly or indirectly employed on the works, the Contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to fair wages, the welfare measure and safety of labour etc. will be deemed to be part of Contract.
- 10.05 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour from time to time employed by the Contractor on the site.
- 10.06 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to interface unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot-paths or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- 10.07 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The Contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.
- 10.08 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.

- 10.09 The use or sale of ardent spirits or other intoxicating beverages upon the work, or in any of the buildings, boarding houses, en-campments, or the tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and the Contractor shall exercise his influence and authority to the utmost extent for compliance with those conditions.
- 10.10 The Contractor must take sufficient care in moving their plant and equipment from one place to another so that they may not cause any damage to the property of the Employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the Employer is to be borne by the Contractor.
- 10.11 The Contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- 11.0 DUE DATES OF PAYMENT:
- 11.1 All payments to be made to the Contractor, under this contract shall be by "RTGS / NEFT mode of e-payment" only within a reasonable time (30 days from the date of submission of clear bills) after the certification by the Employer or his authorized representative.
- 12.0 DEDUCTION FROM CONTRACT SUM:
- 12.1 The Employer shall be entitled to recover all costs, charges damages or expenses which the Employer may have paid for which under the contract the Contractor is liable by appropriating in part or whole from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Employer on demand the remaining balance due if any.
- 13.0 NEGLIGENCE:
- 13.1 If the Contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Employer in connection with the work, or shall contravene the provisions of the contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the Contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.
- 13.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably

necessary for the same making good, then and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may recontract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.

- 13.3 In such event, the Employer shall, without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- 13.4 If the cost of executing the works as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up in the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.
- 14.0 CONSTRUCTION OF CONTRACT:
- 14.1 The Contract shall be governed by the laws of India.
- 14.2 This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view and "ex aequo et bono". This contract shall in all respects be constructed and operated as a contract as defined in the Indian Contract Act, 1872, and save as otherwise expressly provided herein shall be governed by the provision of the said Act.
- 15.0 RIGHTS OF THE EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:
- 15.1 The probable quantities of the several items of work are furnished in the schedules of quantities and it must be clearly understood the contract is not a lumpsum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire works shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the works should correspond thereto.
- 15.2 The Employer shall have power to vary or alter the extent scope/and/or technical character of the work under the contract and the contractor shall be bound by the same.

- 15.3 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 15.4 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be assumed by the contractor based on a schedule to be mutually agreed upon between the employer and the Contractor.
- 15.5 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such suspension of work.
- 15.6 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfill his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.
- 16.0 NON-WAIVER OF DEFAULTS:
- 16.1 Failure of the Employer to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Employer will be exclusive of any other right or remedy and employer will have all rights and remedies given under the contract and now or hereafter existing in law or by statute. The delivery by the contractor or receiving payment by the Employer for the works under this contract will not be deemed a waiver of the rights for any prior failure by the contractor to comply with any of the provision of contract.
- 17.0 GENERAL DIRECTION OF WORK:
- 17.1 The Contractor shall normally obtain and abide by the instructions given in writing by the Employer for carrying out the work pertaining to the contract. For this purpose, suitable record shall be maintained by the Employer to indicate instructions given to the contractor and acknowledgement thereof.
- 18.0 WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:
- 18.1 The Contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer and shall comply with and adhere strictly to the Employer's instructions and directions on any matter (whether mentioned in the contract or not) concerning the works. The contractor shall take instructions and directions only from the Employer or his authorized representative.

19.0 SERVICE OF NOTICE ON THE CONTRACTOR:

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

20.0 SERVICE OF NOTICE TO THE EMPLOYER:

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

21.0 INDEMNITY :

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

22.0 INSURANCE:

- 22.1 The Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the tenure of the Contract.
- 22.2 The Contractor shall be responsible for effecting insurance under the Indian Workman's Compensation Act, Third Party Liability Insurance and any other insurance in accordance with the Indian Laws and regulations at his own cost.
- 22.3 The Employer shall not be responsible for any damage to the vehicles/ Equipment/third party suffered by the Contractor during the course of operation and the Contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account shall be entertained by the Employer.

23.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

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

- 23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian by responsible for communicating to the Employer any shortages, breakages or damages etc. as soon as they come to his notice.
- 23.1.2 The entire cost of any materials belonging to the Employer lost by the Contractor or any damage caused to such materials while in his care and custody shall be recovered from the Contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the Contractor.
- 24.0 ARBITRATION:
- 24.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon, or in relation to or in connection with the Contract, other than those for which the decision of Employer or his authorized representative is by the contract depressed to be final and conclusive, 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 and decided by the Chairman-cum-Managing Director, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam, those decision shall be final and binding upon the Contractor.
- 24.2 Work under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Employer shall be withheld on account of such arbitration proceedings, subject matters thereof.
- 24.3 The venues of the arbitration shall be the place/office from which contract has been awarded or such other place, the Employer at his discretion may determine
- 25.0 FORCE MAJURE:
- 25.1 The Employer and the Contractor shall not be in any way, liable for nonperformance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lock-out, fire, riots, war or insurrection or restraints imposed by Govt., act of Legislature or other authorities and by reason of any other cause of whatsoever nature beyond the control of either party.
- 26.0 DEATH, BANKRUPTCY ETC:
- 26.1 If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditor, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them the Employer shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the receiver or liquidator or any person, in whom the contract may become vested to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee upto an amount to be agreed for the due and faithful performance of the contract.

27.0 EXTENSION OF CONTRACT:

27.1 The Employer can extend the period of contract with the prior consent of the Contractor on the same terms and conditions as embodied in the contract.

28.0 GENERAL:

28.1 Should there be any discrepancy, inconsistency, error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the Contractor shall carryout the work in accordance with such decision.

28.2 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

ANNEXURE-I**FORMAT FOR LIST OF BRANCHES**

SL. NO.	NAME OF PLACE (STATE)	POSTAL ADDRESS WITH CONTACT PERSON DETAILS	TELEPHONE NO. LANDLINE MOBILE FAX E-MAIL ETC

ANNEXURE-II**DECLARATION**

I/We declare that I/We have no/under mentioned relatives within the meaning of Sec.6 read with Schedule IA of the Companies Act, 1956.

Sl. No.	Name of relative(s)	Father's Name	Position held in the Company	Remarks
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I/We further declare that if the contract is awarded to me/us, I/We shall inform the Employer if any of my/our relative(s) as defined above, joins/join the company at any time subsequent to the award and during the continuance of the Contract.

Signature of Tenderer with Seal

Date:

ANNEXURE-III**INFORMATION REGARDING EXPERIENCE**

The tenderer has handled the following road transport Contracts and their magnitude during the last three years:

SL. NO.	NAME & ADDRESS OF ORGANISATION FOR WHOM THE WORK WAS CARRIED OUT	NATURE OF WORK	QUANTITY(IN MTs) AND VALUE(IN RS. LAKHS)	CONTRACT NO. & DATE AND NO. OF YEARS

Date:

Signature of Tenderer

ANNEXURE-IV

**PROFORMA OF SOLVENCY CERTIFICATE TO BE ISSUED ON BANKS
LETTERHEAD**

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 road transportation of various consignments from different places in India Visakhapatnam Steel Plant site, Visakhapatnam and vice-versa and anywhere to anywhere within India for annual value of Rs.1.0 Crore. The account is in satisfactory operation with us for the past one year.

Signature/Designation
Name of Bank

Date :

Place

ANNEXURE-V**EQUIPMENT QUESTIONNAIRE**

The tenderer shall specify the list of transport vehicles owned by him for this work in the form given below.

The transport vehicles should be registered in the name of the Company or the individuals who own the company.

TYPE	NUMBER	MAKE	CAPACITY	IN WHOSE NAME REGISTERED & RELATED TO THE TENDERER

Date:

Signature of tenderer

ANNEXURE-VI

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred
drawn on the name of the issuing Bank)
TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS
(WHETHER SITUATED AT VISAKHAPATNAM OR OUTSTATION) WITH A
CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT
VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED
BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE
BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Administrative Building
Visakhapatnam – 530 031.

Bank Guarantee No.

Dt.

LETTER OF GUARANTEE

WHEREAS M/s. (Name of the contractor) hereinafter referred to as..... (short name of the contractor) and M/s RASHTRIYA ISPAT NIGAM LTD,VISAKHAPATNAM STEEL PLANT (hereinafter referred to as the RINL/VSP) have entered into an AGREEMENT vide CONTRACT No. _____ dated_____(hereinafter called the said CONTRACT) for “ Road transportation of various Machinery, Steel, Refractories, Ferro Alloys, Minor Raw Materials, General Stores, Steel Pipes, Household goods, Spares, Rolls, Conveyor Belts, Cable Drums etc.(by Trucks/Trailers/LCVs) from different parts of India to Visakhapatnam Steel Plant Site, Visakhapatnam and vice-versa and anywhere to anywhere within India ”, on the terms and conditions mentioned therein.

2. We,.....(name of bank & branch) at the request of (short name of contractor), do hereby undertake and indemnify and keep indemnified the RINL/VSP to the extent of Rs._____ (Rupees_____) against any loss or damage that may be caused to or suffered by the RINL/VSP, by reason of any breach by (short name of contractor) of any of the terms and conditions of the said CONTRACT and/or in the performance of the said CONTRACT by(short name of contractor). We agree that the decision of the RINL/VSP as to whether any breach of any of the terms and conditions of the said

CONTRACT or in the performance thereof has been committed by (short name of contractor) and the amount of loss or damage that has been caused to or suffered by the RINL/VSP shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the RINL/VSP on demand and without protest or demur.

3. We, (name of bank & 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 AGREEMENT and that it shall continue to be enforceable for (a) 180 days after the date of expiry of the contract under the said AGREEMENT or (b) in the event of any dispute(s) between the RINL/VSP and (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 & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (name of bank & branch) notwithstanding the fact that the same is enforced after the date referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the RINL/VSP before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OR GUARANTEE shall be made promptly upon our receiving the notice to that effect from the RINL/VSP on demand and without protest or demur.
4. We, (name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the RINL/VSP
5. We, (name of bank & branch) hereby further agree that the RINL/VSP shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said CONTRACT or to extend the time of performance of the said CONTRACT by (short name of contractor) from time to time or postpone for any time or from time to time any of the powers exercisable by the RINL/VSP against (short name of contractor) to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and, We, (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to (short name of contractor) or any forbearance and/or omission on the part of the RINL/VSP or any indulgency by the RINL/VSP or by any other matter or thing whatsoever which under the laws 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 bank & branch) hereby agree that the Guarantee herein contained is initially valid up to _____ and that the same shall be extended further according to the provisions contained herein above.
7. We, (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of (short name of contractor) and/or the RINL/VSP.

8. We,(name of bank & branch) hereby 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).

FOR AND ON BEHALF OF

(Name of bank &branch)

Signature:

Name :

DULY CONSTITUTED ATTORNEY

& AUTHORIZED SIGNATORY

Designation

(Name of bank &branch)

Important:

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

REF:

DT: ...

TO

M/s

.....

.....

.....

.....

Dear Sir,

Sub: Submission of Security deposit Bank Guarantee(BG)

Ref: 1)Tender No:

2) LOI No:

3) Your letter no: DT ...

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

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

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

Yours faithfully,

For RINL/ Visakhapatnam Steel Plant

(K.Sreenivasa Rao)

Asst. General Manager(Stores)

ANNEXURE-VII

Bank Account Data format for NEFT Mode of Payment

1 Name of the Contractor :

2 Contractor's Code :

3 Beneficiary Details :

a) Name of the Beneficiary :
(Maximum 35 Characters) :

b) Bank Name
(Maximum 35 Characters)

c) Branch Name & City
(Maximum 35 Characters)

d)) Account Number
(Maximum 33 Characters)

e) Account Type
Savings/Current/Cash
Credit/Overdraft
(Mention Code no. also)

f) Beneficiary Bank's IFSC Code
(Maximum 11 characters)

(Signature of Contractor)

Name :

Designation :

Certificate

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

Signature of Branch
Manager
Bank Seal.

ANNEXURE-VIII

**PROFORMA OF INTEGRITY PACT
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(s)(IEM)(s) 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, Sub contractor or of any employee or a representative or an associate of a Bidder/Contractor/Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to 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 the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

- (1) This 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)

For & On behalf of Bidder/

Contractor)

(Office Seal)

(Office Seal)

Place:

Witness 1:

Date:

(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE-IX

LIST OF MAJOR STATIONS	
SL. NO.	STATION
1	AHMEDABAD
2	AHMEDNAGAR
3	ASANSOL/DURGAPUR(WB)/JAMTARA/ KULTI(WB)/ SALANPUR
4	AURANGABAD
5	BANDARIDA/BOKARO STEEL CITY/CHAS
6	BANGALORE
7	BARBIL
8	BARODA/VADODARA
9	BELPAHAR/JHARSUGUDA
10	BERHAMPUR/CHHATRAPUR (ORI)
11	BHADRAVATI
12	BHILWARA
13	BHILAI/DURG/KUMHARI
14	BHIWANDI/THANE
15	CHENNAI
16	COIMBATORE (TN)
17	CUTTACK/BHUBANESWAR
18	CHIRUKUMDA/DHANBAD/ KATRASGARH/KUMARDHUBI
19	DALMIAPURAM/TIRUCHIRAPALLI
20	ERNAKULAM/COCHIN/ UDYOGAMANDAL
21	GARIVIDI/VIJAYANAGARAM
22	GULBARGA
23	HARIDWAR (UP)
24	HALOL
25	HOSPET (KAR)
26	HOSUR (TN)
27	HUBLI
28	HYDERABAD/SECUNDERABAD/ BOLLARAM
29	INDORE
30	JAGGAYYAPETA (AP)
31	KATNI
32	KIRLOSKARWADI
33	KOLAR (KAR)
34	KOLKATA/HOWRAH
35	KORBA
36	KOTA
37	KOTTAYAM (KERALA)
38	KURNOOL
39	MADHARAM/KHAMMAM/YELLANDULENDU
40	METTURDAM

41	MUMBAI
42	NAGPUR
43	NANDED
44	NEW DELHI/FARIDABAD/ GHAZIABAD (UP)/NOIDA (UP)
45	PONDICHERY
46	PUNE
47	RANIPET (TN)
48	RAJAHMUNDRY
49	SURENDRA NAGAR
50	RANCHI/MARAR
51	ROURKELA/LATHIKATA/ RAJGANGPUR/KALUNGA
52	SALEM
53	SANKARNAGAR/TIRUNELVELI (TN)
54	SILIGURI
55	TATANAGAR/JAMSHEDPUR
56	THERUBALI/RAYAGADA (ORI)
57	TIRUPATI/RENIGUNTA
58	UDAIPUR
58	VALLABH VIDYA NAGAR
60	VIJAYAWADA
61	YAMUNA NAGAR

ANNEXURE-X

SCHEDULE-A-SMALLS (WEIGHT UPTO 3.0 MT)				
TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICEVERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.				
Sl. No.	Station	RATE PER TONNE FOR SMALLS		
		STATION APPROXIMATE TONNAGE (SMALLS) IN MTs PER ANNUM	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
1	AHMEDABAD	13		
2	AHMEDNAGAR	1		
3	ASANSOL/ DURGAPUR(WB)/ JAMTARA / KULTI(WB)/ SALANPUR	1		
4	AURANGABAD	1		
5	BANDARIDA/ BOKARO/ CHAS	1		
6	BARBIL	1		
7	BANGALORE	10		
8	BARODA/ VADODARA	3		
9	BELPAHAR/ JHARSUGUDA	1		
10	BERHAMPUR/ CHHATRAPUR (ORI)	1		
11	BHADRAVATI	1		
12	BHILWARA	1		
13	BHILAI/ DURG/ KUMHARI	1		
14	BHIWANDI/ THANE	1		
15	CHENNAI	11		
16	COIMBATORE (TN)	5		
17	CUTTACK/BHUBANESWAR	1		
18	CHIRUKUMDA/ DHANBAD/ KATRASGARH/ KUMARDHUBI	1		
19	DALMIAPURAM/ TIRUCHIRAPALLI	2		
20	ERNAKULAM/ COCHIN/ UDYOGAMANDAL	1		
21	GARIVIDI/ VIJAYANAGARAM	1		
22	GULBARGA	1		
23	HARIDWAR (UP)	1		
24	HALOL	1		
25	HOSPET (KAR)	1		
26	HOSUR (TN)	1		

SCHEDULE-A-SMALLS (WEIGHT UPTO 3.0 MT)				
TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICEVERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.				
Sl. No.	Station	RATE PER TONNE FOR SMALLS		
		STATION APPROXIMATE TONNAGE (SMALLS) IN MTs PER ANNUM	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
27	HUBLI	2		
28	HYDERABAD/ SECUNDERABAD/ BOLLARAM	18		
29	INDORE	1		
30	JAGGAYYAPETA (AP)	1		
31	KATNI	1		
32	KIRLOSKARWADI	1		
33	KOLAR (KAR)	1		
34	KOLKATA/ HOWRAH	50		
35	KORBA	1		
36	KOTA	1		
37	KOTTAYAM (KERALA)	1		
38	KURNOOL	1		
39	MADHARAM/ KHAMMAM/ ILLENDU	1		
40	METTURDAM	1		
41	MUMBAI	22		
42	NAGPUR	2		
43	NANDED	1		
44	NEW DELHI/ FARIDABAD/ GHAZIABAD (UP)/ NOIDA (UP)	19		
45	PONDICHERY	1		
46	PUNE	11		
47	RANIPET (TN)	1		
48	RAJAHMUNDRY	1		
49	SURENDRA NAGAR	1		
50	RANCHI/MARAR	1		
51	ROURKELA/ LATHIKATA/ RAJGANGPUR/ KALUNGA	1		
52	SALEM	1		

53	SANKARNAGAR/ TIRUNELVELI (TN)	1		
54	SILIGURI	1		
55	TATANAGAR/JAMSHEDPUR	1		
56	THERUBALI/ RAYAGADA (ORI)	1		
57	TIRUPATI/ RENIGUNTA	1		
58	UDAIPUR	1		
59	VALLABH VIDYA NAGAR	1		
60	VIJAYAWADA	2		
61	YAMUNA NAGAR	1		
62	ANYWHERE IN INDIA TO VISAKHAPATNAM & VICE- VERSA & ANYWHRE TO ANYWHERE WITHIN INDIA - RATE PER MT/KM	23		
63	DOOR COLLECTION OR DOOR DELIVERY CHARGES FOR CONSIGNMENTS EACH WEIGHING UPTO 250 KGS.	27		
64	DOOR COLLECTION OR DOOR DELIVERY CHARGES FOR CONSIGNMENTS EACH WEIGHING ABOVE 250 KGS. AND UPTO 3 MTs.	13		

Note: VSP reserves the right to place order for transportation of mineral from any state. The successful tenderer has to obtain Registration of Mineral Carrying Vehicle from the concerned state Mining Corporation to facilitate transportation of minerals.

SCHEDULE-A -FTL (WEIGHT 9MT)				
TRANSPORTATION OF MACHINERY/STEEL/REFRATORIES/FERRO ALLOYS/MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.				
Sl. No.	Station	Approx. No. of FTLs	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
1	AHMEMDABAD	1		
2	AHMEDNAGAR	1		
3	ASANSOL/ DURGAPUR(WB)/ JAMTARA / KULTI(WB)/ SALANPUR	1		
4	AURANGABAD	1		
5	BANDARIDA/ BOKARO/ CHAS	1		
6	BARBIL	1		
7	BANGALORE	1		
8	BARODA/ VADODARA	1		
9	BELPAHAR/ JHARSUGUDA	1		
10	BERHAMPUR/CHHATRAPUR (ORI)	1		
11	BHADRAVATI	1		
12	BHILWARA	1		
13	BHILAI/ DURG/ KUMHARI	2		
14	BHIWANDI/ THANE	1		
15	CHENNAI	1		
16	COIMBATORE (TN)	1		
17	CUTTACK/ BHUBANESWAR	1		
18	CHIRUKUMDA/ DHANBAD/ KATRASGARH/ KUMARDHUBI	1		
19	DALMIAPURAM/ TIRUCHIRAPALLI	1		
20	ERNAKULAM/ COCHIN/ UDYOGAMANDAL	1		
21	GARIVIDI/ VIJAYANAGARAM	1		
22	GULBARGA	1		
23	HARIDWAR (UP)	1		

SCHEDULE-A -FTL (WEIGHT 9MT)				
TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.				
Sl. No.	Station	Approx. No. of FTLs	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
24	HALOL	1		
25	HOSPET (KAR)	1		
26	HOSUR (TN)	1		
27	HUBLI	1		
28	HYDERABAD/ SECUNDERABAD/ BOLLARAM	4		
29	INDORE	1		
30	JAGGAYYAPETA (AP)	1		
31	KATNI	1		
32	KIRLOSKARWADI	1		
33	KOLAR (KAR)	1		
34	KOLKATA/ HOWRAH	18		
35	KORBA	1		
36	KOTA	1		
37	KOTTAYAM (KERALA)	1		
38	KURNOOL	1		
39	MADHARAM/ KHAMMAM/ ILLENDU	1		
40	METTURDAM	1		
41	MUMBAI	1		
42	NAGPUR	1		
43	NANDED	1		
44	NEW DELHI/ FARIDABAD/ GHAZIABAD (UP)/ NOIDA (UP)	3		
45	PONDICHERY	2		
46	PUNE	2		
47	RANIPET (TN)	1		
48	RAJAHMUNDRY	1		
49	SURENDRA NAGAR	1		
50	RANCHI/MARAR	1		
51	ROURKELA/ LATHIKATA/ RAJGANGPUR/ KALUNGA ROURKELA/ LATHIKATA/ RAJGANGPUR/ KALUNGA	1		

SCHEDULE-A -FTL (WEIGHT 9MT)				
TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.				
Sl. No.	Station	Approx. No. of FTLs	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
52	SALEM	1		
53	SANKARNAGAR/ TIRUNELVELI (TN)	1		
54	SILIGURI	1		
55	TATANAGAR/ JAMSHEDPUR	1		
56	THERUBALI/ RAYAGADA (ORI)	1		
57	TIRUPATI/ RENIGUNTA	1		
58	UDAIPUR	1		
59	VALLABH VIDYA NAGAR	1		
60	VIJAYAWADA	1		
61	YAMUNA NAGAR	1		
62	ANYWHERE IN INDIA TO VISAKHAPATNAM & VICE-VERSA & ANYWHRE TO ANYWHERE WITHIN INDIA - RATE PER MT/KM	10		
63	UNLOADING CHARGES AT SHOPFLOOR FOR MATERIALS LIKE MUDGUN MASS, TROUGH MASS, MANGANESE ORE, CALCIUM CARBIDE ETC. (RATE PER MT)	10		

Note: VSP reserves the right to place order for transportation of mineral from any state. The successful tenderer has to obtain Registration of Mineral Carrying Vehicle from the concerned state Mining Corporation to facilitate transportation of minerals.

SCHEDULE 'B' (TRAILERs)				
TRANSPORTATION OF MACHINERY/EQUIPMENT/SPARES FROM ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE, VISAKHAPATNAM BY TRAILERS.				
SL.NO.	WEIGHT	RATE/MT/KM FOR CARGO WITHIN THE DIMENSIONS OF 13 METERS (LENGTH) X 4 METERS (WIDTH) X 3.60 METRES (HEIGHT)		
		APPROXIMATE NO. OF TRAILER LOADS PER ANNUM)	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
1	UPTO 15 MT	3		
2	ABOVE 15 MT AND UPTO 20 MT	1		
3	ABOVE 20 MT AND UPTO 25 MT	2		
4	ABOVE 25 MT AND UPTO 30 MT	3		
5	ABOVE 30 MT AND UPTO 35 MT	1		
6	ABOVE 35 MT AND UPTO 40 MT	1		
1) The minimum tonnage to be paid for each trip is 15 MT				
2) In case of transportation of over dimensional consignments, the transporter shall obtain certification from the consignor indicating the dimensions of the consignments which shall also be counter checked and certified by VSP Executive receiving the material on the reverse of the LR for claiming additional payment as per contract terms.				

SCHEDULE 'C' (TRAILERs)				
TRANSPORTATION OF STEEL MATERIAL FROM ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE, VISAKHAPATNAM BY TRAILERS.				
SL.NO.	FROM	RATE/MT/KM FOR LENGTH VARYING BETWEEN 7 METRES AND 13 METRES		
		APPROXIMATE NO. OF TRAILER LOADS PER ANNUM	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
1	ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE & VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA RATE/MT/KM	44		
1) The minimum tonnage to be paid for each trip is 15 MT				
2) In case of transportation of over-dimensional consignments, the transporter shall obtain certification fro the consignor indicating the dimensions of the consignments which shall also be counter checked and certified by VSP executive receiving the material on the reverse of the LR for claiming additional payment as per contract terms.				
3.) Steel material includes Angel, Channel, Beam, Rebar, Plates & Pipes etc. which is the finished products of steel plant rolling mill.				

SCHEDULE - D (LCVs)				
TRANSPORTATION OF MACHINERY/REFRACTORIES/GENERAL STORES/ STEEL MATERIALS BY 'LCV' TRUCKS FROM VARIOUS PLACES TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA.				
SL NO	STATION	RATE FOR 3 MT LIGHT CARRYING VEHICLE		
		APPROXIMATE NO. OF LCVs PER ANNUM	QUOTE IN FIGURES (Rs.)	QUOTE IN WORDS (Rs.)
1	CHENNAI	1		
2	HYDERABAD	2		
3	JAGGAYYAPETA	1		
4	KOLKATA	1		
5	KOVVURU / RAJAHMUNDY	1		
6	KURNOOL	1		
7	MADHARAM	1		
8	MUMBAI	1		
9	ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE & VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA - RATE PER MT PER KM	1		

LCV TRUCKS WILL BE PLACED ON REQUEST IN WRITING FROM VSP.

(Annexure-XI)

Total Contract Value per annum with reference to Annexure-X Schedules A to D (Refer clause no 12.0 of Part –A to calculate total contract value)

In Figures(Rs_____ / Annum)

In words(Rupees_____/Annum)

Tenderers signature with Stamp

(Annexure-XII)

For better understanding of finalization of the L-1 rates/tender the following illustration is given

Illustration:

1. Considering the rates quoted by the individual parties against each item is sealed manual price bids (items mentioned in Annexure-XI) the total contract value arrived as mentioned in Part-A, Clause-12.0.

Sl No	Party Name	Total contract value Rs./per annum
1	Party-1	4000
2	Party-2	3000
3	Party-3	3600

2. Hypothetically it is presumed that all the above parties are technically qualified.

1.0 The L-1 comparative position as per manual Bid.

Sl No	Party Name	Ranking/lowest
1	Party-1	--
2	Party-2	Lowest
3	Party-3	--

2.0 The final contract value quoted in reverse e auction with a minimum decrement of Rs 100/-(as decided by company).

Sl No	Party Name	Final Contract Value quoted (In Rs/Annum) (bided)	Comparative position as per Reverse E auction
1	Party 1	5000	--
2	Party 2	4500	--
3	Party 3	2900	Lowest

3.0 The final L-1 contract value comparative position with reference to Manual price bids and Reverse E auction i.e. Composite comparative statement:

Sl no	Party Name	Name of the Party as per manual bid/(Contract Value quoted in Rs)	as per Reverse E auction/(Contract Value quoted in Rs)
1	Party 1	4000	5000
2	Party 2	3000	4500
3	Party 3	3600	2900 (lowest)

From the above, the L-1 contract value is getting arrived from Reverse E auction i.e. Party -3 with their quoted value of Rs **2900/-**.

- 4.0 In compliance with clause no 12.0 of Part -A the corresponding manual price bid individual item rates would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract.

In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

The Contract value quoted by Party-3 in Manual price bid =Rs 3600/-

The Contract value quoted by Party-3 in Reverse E auction =Rs 2900/-

The apportionment shall be = $((2900 - 3600)/3600) = (-) 19.444\% = (-) 19.44\%$ (after rounding off to the next higher decimal).

- 5.0 The contract shall be awarded to the L-1 party with the apportioned rates of individual items (items mentioned in Annexure-X) of all schedules.
- 6.0 In case the L-1 contract value is lower in manual bidding, the rates quoted in the manual price bid shall be considered for award of contract to the tenderer, in compliance with clause no 4 clause no 12.0 of Part -A.

(Annexure-XIII)

LIST OF SAFETY VIOLATIONS CATEGORY WISE :

Category	Safety Violations	Fine
1	Wrong Parking of Vehicle	First Offence Rs 100.00 Second or Subsequent Offence Rs 300.00
2	Minor Violations: <ol style="list-style-type: none"> 1. Not reporting of accident. 2. Driving of heavy vehicles during restrict hours. 3. Truck side panel / broken not ok 4. Dropping / Spillage of material on the road 5. No number plate on vehicle 6. No indicator light/break light on the vehicles 7. Driving dangerously 8. Over loading of vehicles beyond CC weight 9. Racing and Trails of speed, overtaking heavy vehicles 10. Moving vehicles in unauthorized restricted routes 11. Taking with cell phone while driving 12. Truck carrying powdery material without tarpaulin 13. Vehicles without red flags/Red lights, side guards & donnage. 14. Stock protruding out of truck body 	First Violation : Rs. 2500.00 Second Violations : Rs.10,000.00 Third time repeated violation : Rs.20,000.00
3	Major Violations : <ol style="list-style-type: none"> 1. Sleeping under truck 2. Driving vehicles without valid driving license 3. Driving by an drunken person 	Rs.7500 for First violations, 2 nd and subsequent violation Rs.15,000.00
4	<ol style="list-style-type: none"> 1. Serious injurious and permanent disabilities 2. Fatal accident cases 	Rs.1,00,000.00 or 2.5% of contract value whichever is less Rs.2,00,000.00 or 10% of contract value whichever is lower

- 1) The above penalties related to the accidents mentioned at Cat-5 will be imposed on agency incase the reasons to the accidents are attributable to the agency.
- 2) Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP incase any repeated fatal accident after 3rd incident for the reasons attributable to the contractor.

(Note: The penalties mentioned above are in addition to those which are applicable as per the statutory acts & rules. Incase of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses.)

- 3) The safety violations have been classified into five categories (I to V) as enlisted at C-47 to C-49. With out prejudice to the right conferred by the clause No.16(g) of Special conditions of Contract for stoppage of work for violation of safety rules the contractor shall be liable for penalty at the rates indicated in Annexure depending upon the category of violation.
- 4) Operating authority will assess the penalty amount having regard to all the circumstances in particular the nature and gravity of the violation on the advice of Head of the Safety Engineering Department and will issue a show-cause notice specifying there in the proposed penalty. Considering the cause shown by the contractor, if any, the operating authority shall pass final orders which shall then be binding on the contractor. The penalty amount shall be recoverable from any bill and / or EMD/ SD of the contractor without any further reference to him.