**RASHTRIYA ISPAT NIGAM LIMITED**
**VISAKHAPATNAM STEEL PLANT**

(To be filled by the tenderer)

The Earnest Money Deposit (EMD) is remitted in the form of DD/PO_____
dated_____ on _____.

(Signature of the Tenderer)

EMPANELMENT OF REBAR PROCESSING AGENT AT BSO/ Agra,Chandigarh,Delhi,Dehradun,Faridabad,Ghaziabad,Jaipur,Kanpur & Ludhiana …….. (***To be specified in*** **)**.

This Document Consists Of:

1) Notice Inviting Application for Empanelment
2) Instructions to Applicants
3) Blank Format of Price Bid
4) Form of Agreement
5) No Claim Certificate
6) Terms and Conditions of Contract
7) Integrity Pact
9) BG format for Financial arrangement

Head Office
Marketing Department
C-Block, 1st floor,
Main Administration Building
Visakhapatnam Steel Plant
Visakhapatnam - 530 031
Phone: 0891-2750562

Regional Office

Regional Office: (North)……
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Ltd.,
4th Floor, 4th Tower,NBCC Plaza
Pushp Vihar,Sector -5,Saket
New Delhi-110017

Branch Office

Branch Sales Office: ……..
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Ltd.,

Address:

**Annexure-1**

## NOTICE INVITING APPLICATION

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
RO(North)
4th Floor, 4th Tower,NBCC Plaza
Pushp Vihar,Sector -5,Saket
New Delhi-110017

Visit us at www.vizagsteel.com

## NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF REBAR PROCESSING AGENT 01 OF 2018 DT. 16.05.2018

Application in the prescribed form are invited from experienced / established agencies for Empanelment as Rebar Processing Agent **(PA**) at **Agra,Chandigarh,Delhi,Dehradun,Faridabad,Ghaziabad,Jaipur,Kanpur & Ludhiana** at **BSO- Agra,Chandigarh,Delhi,Dehradun,Faridabad,Ghaziabad,Jaipur,Kanpur & Ludhiana** for Cutting & Bending TMT Rebars in Coils/Straight length/Assorted length in to various shapes as per BBS furnished.

The details are given below:

Availability of Application: The application documents shall be available free of cost at the RINL's BSO at above address and the same can be down loaded from www.vizagsteel.com>tenders>mktg. It may be noted that the detailed Application NIA can be viewed from the company website.

1. RINL shall not be responsible for any difficulty in downloading of clear and complete documents from its website. The applicant shall be deemed to have read and understood the complete documents. Any alteration or modification or imposition by the applicant that are in deviation to the terms and conditions prescribed by RINL in application papers shall be ignored.

2. **Last date and time for submission of Application** : The Period of Empanelment shall commence with effect from **01.06.2018**.The applications that are complete in all respects, along with relevant documents, and are received on or before 28.05.2018, shall be considered for issue of Empanelment Certificate for participation in the LTE /Reverse Auction. However, the Empanelment would remain a continuous process.

3. **Empanelment period*:*** The empanelment shall be initially valid for a period of 3 years i.e., from **01.06.2018 to 31.05.2021** However, for the Processing Units who have submitted valid application along with terms & conditions after 28.05.2018**,** the empanelment period will be from the date of issue of empanelment certificate until 31.05**.2021**. The Empanelment beyond 31.12.2018 shall be extendable for a further period of 3 years (or) as decided by VSP subject to submission of valid documents, acceptance of revised terms and conditions if any, revalidation of related certificate and extension of BG for SD in line with the revised terms and conditions. Extension is at the discretion of RINL, VSP. The contracts for the Processing Rebars as per BBS mentioned above will be finalized as and when RINL received order starting from 01/06/2018 through the process of LTE/Reverse auction to be conducted.

4. The process of LTE / Reverse auction for bidding etc. will be communicated to the empanelled Processing Agent to facilitate them to participate in the LTE/ Reverse auction.

5. Application is to be submitted in the manner as specified in the Instructions to Application (ITA) and no deviations will be permitted.

6. **Scope of Work:**
The scope of work comprises of the following:

- Transportation of TMT Rebar from RINL Stockyard / Premises (Plant in case of Visakhapatnam) to the premises of PA
- Unloading & Handling of TMT Rebar at PA's premises
- Storage, Stacking, Testing & Inspection
- Processing (Cutting & Bending) of TMT Rebar into various shapes as per given Bar Bending Schedule (BBS).
- Bending, Bundling & Metal Tagging of processed TMT Rebar
- Handling & loading of processed TMT Rebar into the vehicles of PA/RINL/ RINL Customers.
- Transportation of Processed TMT Rebar to RINL Stockyard or Customer Premises at the discretion of RINL.

7. **Special conditions**:

i) Only those tenderers, having their own Rebar Processing units with own facility or leased/licensed unit for processing, for the products for which they are submitting their Application, shall be considered for empanelment as processing agents. The Applicant should have the following machinery for processing of TMT Rebar:
   a) Shear line
   b) Bender/ Double bender
   c) Different Stirrup maker
   d) Automatic/Semi-automatic cutting & bending machine
   e) Threading unit
   f) Hydraulic crane

   The Applicant shall also have the BBS optimization software from reputed software companies to facilitate loss reduction.

(Supporting documents giving the details of Rebar Processing units with machineries and own facility for processing are to be submitted).

ii) The Applicant Rebar Processing units are required to be registered with GST Authorities. They should also have all other required statutory registrations, clearances and licenses etc. They should fulfill all the necessary and related statutory requirements as applicable from time to time.(Supporting documents relating to registrations, clearances, licenses etc. are to be submitted)

iii) The Applicant shall have minimum Annual Turnover of Rs 25 Lacs for similar work in any one of the immediate past three financial years including current financial year. The figures indicated should be supported with necessary documents. (Audited Accounts / CA Certificate stating the turnover)

8. **EMD**: The application document should be submitted with required EMD of Rs 2.00 Lacs ( Rupees Two Lacs Only)as detailed at para 3 of Instructions to Applicants.
**Security Deposit**: The EMD of successful applicant will be converted into Security Deposit.

9. **Bank Guarantee for Financial Coverage** (towards value of the raw materials unprocessed TMT Rebar): PA shall submit one or more BG (as per the format at Annexure A-I) as per requirement of the Company before supply of raw material, for covering the value of raw materials to be supplied by the Company for Rebar processing as detailed in clause no 12 of Terms & Condition.

10. The Applicant should submit all the documents as per details given in the Notice Inviting Application.

11. It may be noted that by merely inviting the Application for Empanelment, there is absolutely no commitment, implied or otherwise, at this stage from RINL's side as to award of actual contract and no correspondence in this regard will be entertained by RINL. RINL shall also not be liable in any manner whatsoever, for costs and expenses etc. incurred in responding to this invitation.

12. RINL reserves the right to accept or reject any one or all the Applications in part or in full or to accept more than one tender or to cancel the total tender process without assigning any reason thereof and without any liability to RINL.

**SENIOR BRANCH MANAGER**

**Annexure-2**

## INSTRUCTIONS TO APPLICANTS (ITA)

Empanelment of Rebar Processing Agent at BSO **Agra,Chandigarh,Delhi,Dehradun,Faridabad,Ghaziabad,Jaipur,Kanpur & Ludhiana** ……..for processing of TMT Rebars

1. The Applicant should duly sign on every page of the Application Form including the Notice Inviting Application, Instructions to Applicant, Integrity pact format, Form of Agreement, Terms and Conditions of Contract along with the rubber seal of the Company/Firm, indicating the name and the status of the authorized signatory.

2. RINL/VSP shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for processing at any given time or throughout the period of the Empanelment. An estimated firm quantity to be processed against each item of LTE / Reverse Auction along with the BBS, Drawing, FOR Delivery, Schedule, Price Validity etc., schedule of LTE/ Reverse Auction will be intimated in advance to all the empanelled Processing Agent before bidding under each LTE/ Reverse auction. The estimated firm quantities given are purely indicative and projected only to enable the Processing Agent in arriving at the value of the auction and the approximate facilities required to be provided by him. RINL will not be liable in any way if the actual quantities processed, vary from the above. The Processing Agent shall have no claim against RINL / VSP, in case any of his equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work. **As the processing is on the basis of Market Demand / Orders / Availability, RINL reserves right not to process. Claims whatsoever on this account will not be entertained by RINL/VSP.**

3. **EMD :** Application should be accompanied by Earnest Money deposit (EMD)of an amount of Rs 2 Lac (Rupees Two Lacs) in the form of account payee Demand Draft / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Scheduled Bank (excluding Co-operative Banks) payable at **Agra,Chandigarh,Delhi,Dehradun,Faridabad,Ghaziabad,Jaipur,Kanpur & Ludhiana** ----------.Application without EMD shall be summarily rejected. In case of the unsuccessful Applicant, EMD shall be refunded as early as possible. In the case of the successful Applicant, the EMD shall be converted into Security Deposit. This Security Deposit (SD) is to establish the earnestness of every offer of the applicant, throughout the period of Empanelment, so that he does not withdraw, impair or modify the offer within the validity of the offer and towards performance of his obligation under this contract. In case of withdrawal /impairing /modification of any of the offers of the applicant, RINL shall forfeit the SD and it will be the responsibility of the applicant to immediately reinstate the SD. In case of non-performance of any of the contracts awarded to the applicant or noncompliance of the terms & conditions of the empanelment, the employer will forfeit the SD and it will be the responsibility of the applicant to immediately reinstate the SD. No interest shall be paid on the SD.

4. The successful Applicant shall be required to sign a formal agreement with RINL in the prescribed format on a non-judicial stamp paper of Rs.100/- purchased in the respective

location after the Company conveys acceptance of the tender / LOA, within 30 days from the date of issue of LOA.

5. The application shall be submitted in a sealed envelope, which shall contain the following:
   a) Covering letter.
   b) EMD in the form of DD/PO.
   c) Declaration of Particulars
   d) The complete Application documents downloaded from RINL's website containing all the pages including the Terms and Conditions of Contract duly signed by the Applicant on all the pages as a token of acceptance.
   e) Integrity Pact.
   f) Details of the facilities, machinery, testing facilities, capacity etc. and all other required documents as detailed under **Clause. 7** of the NIA.
   g) All other documents & information as mentioned at para 10 of NIA above.
   h) Conditional Offers shall not be entertained and shall be summarily rejected.

   **This envelope shall be super scribed as "Application along with terms & conditions against notice no VSP/MKTG/EMPANELMENT/_____ for invitation for Empanelment of Processing Agent".**

6. The Applicant should be in a position to produce originals of all the documents submitted by him whenever called for. Failure to produce the originals in support of the copies of the documents submitted would result in disqualification and forfeiture of EMD.

7. The Applicant should not alter any of the Terms and Conditions of Contract and the other documents forming part of the Tender Document issued by RINL or downloaded from the website of RINL.

8. If it comes to the notice of RINL at any stage right from request for application document that any of the certificates /documents/details/information etc. submitted by an Applicant is false / fake / doctored, the tenderer shall be debarred from participation in all VSP tenders for a period of 3 years including termination of contract, if awarded. EMD /Security Deposit etc., if any, shall be forfeited. The empanelled Processing Agent in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL shall also be terminated with attendant fall outs like forfeiture of EMD, Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL regarding this shall be final and binding.

9. RINL reserves the right to accept/reject any or all application either in part or in full or to accept more than one tender or to cancel the empanelment process without assigning any reason thereof and without any liability to RINL.

10. RINL will call for LTE / Conduct Reverse Auction among Empaneled Processing Agent based on the enquiry received from customer from time to time. An estimated firm quantity to be processed against each item of LTE / Reverse Auction along with the BBS, Drawing, FOR Delivery, Schedule, Price Validity etc., schedule of LTE/ Reverse Auction will be intimated in advance to all the empanelled Processing Agents before bidding under each LTE/ Reverse auction. The estimated firm quantities given will be purely indicative and projected only to enable the Processing Agent in arriving at the value of the auction and the approximate facilities required to be provided by him. A comparative statement shall be made by indicating the rates quoted for all items by various tenderers as at above,

based on which the status of tenderers shall be arrived at and contract shall be awarded to L-1 Tenderer item wise based on the total implication to RINL. The transportation of material to customer site shall be at the discretion of RINL.

11. Empanelled Processing Agent shall comply with all statutory provisions/requirements as specified /required by the statutory authorities, State and Central Governments with respect to taxes, duties, labour, safety and other relevant aspects. RINL shall not take any responsibility for any default by the empanelled agent regarding these aspects. The Empanelled Processing Agent shall indemnify and keep indemnified RINL regarding this.

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

13. The Applicants are required to unconditionally accept the Integrity pact enclosed at Annexure-3 of ITT and shall submit the same duly signed along with their offers. The offers of the tenderers received without duly signed integrity pact format, shall not be considered.

***O***

**Annexure-3**

## INTEGRITY PACT FORMAT

**Rashtriya Ispat Nigam Limited (RINL)** hereinafter referred to as "The Principal",
And

……. hereinafter referred to as **"Processing Agent/Bidder"**

### Preamble

The Principal intends to award, under laid down organizational procedures, a Rebar processing contract for processing of TMT Rebar in coil/straight/assorted length in to Cut & Bend/ Processed Rebar in various shapes as per BBS furnished by customers against orders. ***(To be specified in NIT)*** at BSO_____ of RINL against NIT Ref No**.....**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 Conversion Agent.

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, 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:

10 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non-material benefit which the person is not legally entitled to.

**(b)** The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

**(c)** The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

1 The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

(b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

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

**Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.**

(e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

(1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from

the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

(3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

(5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

**Section 4 – Compensation for Damages:**

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.

(2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

**<u>Section 5 – Previous transgressions:</u>**

(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 anti-corruption 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) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / noncompliance so received by him to the IEM, already appointed or to be appointed for that case.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) 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 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) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings**.**

(6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The 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 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 IPC/ PC Act.

(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 agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

| | |
|---|---|
| _____ | _____ |
| (For & On behalf of the Principal) | (For & On behalf of Bidder/Contractor) |
| (Office Seal) | (Office Seal) |

Place .....
Date .....

Witness 1:
(Name & Address)

Witness 2
(Name & Address)

## GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.

2.0 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission /remuneration /salary /retainer being paid by them to the agent(s).

3.0 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

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

4.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:

5.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

5.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

5.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

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

6.1 **Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:**

6.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

6.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).

6.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted

6.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.

7.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.

8.0 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

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

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

(For details please see ourwebsite**www.vizagsteel.com**)

**Annexure-4**

# Price Bid Format

| (1) | (2) | (3) | (4) |
|---|---|---|---|
| **1. Processing of TMTs** | | | |
| **Description of the item*** | **Indicative Quantity per annum (T)** | **Processing Charges per Metric Ton of processed product (in Rs. PMT). *** (Rate quoted for Cutting & Bending TMT Rebar in Coils/Straight length/Assorted length in to various shapes as per BBS furnished per Metric Ton is inclusive of transportation of TMT Rebar from RINL's stockyard / premises(plant in case of Visakhapatnam) to the Agent premises and loading into RINL/ Customer Vehicle.** | **Value of Processing Charges(Rs.) = Indicative Qty. at Column (2) X Rate Quoted at Column (3)** |
| TMT Rebar 8/coil | MT | **Rs. (In Words Rs. ……)** | |
| TMT Rebar …. | MT | **Rs. (In Words Rs. ……)** | |
| **2. Transportation of Processed Material** | | | |
| **Description** | **Indicative Quantity** | **Transportation of processed material to Customer / RINL Stockyard** | **Total Transportation Charges ((Rs.) = Indicative Qty. at Column (2) X Rate Quoted at Column** |
| **Transportation to Customer Site : < Address to be mentioned by the Branch> << to be striked off in case of EX-PA Delivery>>** | MT | **Rs. (In Words Rs. ……)** | |

**Other Terms & Conditions :** < To filled by Branch like, Input Material, delivery schedule, BBS, etc)

**Applicable GST Rate (%): _____**

**All sizes in coil-8/10/12, st-16/20/25/28/32/36, assorted-16/20/25/28/32/36 should be covered**
***** The processing charges should include all charges as stated at clause 7.0 of "TERMS & CONDITIONS OF THE CONTRACT FOR REBAR PROCESSING OF TMT REBARS"**

| | | |
|---|---|---|
| Total value of Processing (Rs.) | In Figures (Rs.) | |
| | In Words (Rs.) | |

- The rates quoted above are inclusive of all taxes, duties, levies and other liabilities which are applicable to the ***tenderer***, in connection with discharge of his obligations under this contract, but are exclusive of GST. ***RINL*** shall pay the GST claimed by the ***successful tenderer*** in the Tax Invoice raised and as certified by ***RINL***. (Refer clause no. 7.0 & 8.0 of Terms and Conditions of the Contract.)
- Whenever FOR Transportation are called for, PA shall Quote the Transportation charges and Processing

Charges separately. However, transportation of material on FOR shall be done at RINL's discretion.

- Available Transportation Contract rate with RINL is Rs…….. Per MT. Tender should keep the above in mind while quoting the Transportation Rates. << to be filled up by the Branch if Transportation contract is available>>

- In cases wherever FOR Transportation are called for, L-1 shall be decided based on Transportation Charges (Rate quoted by PA or RINL contract Rate mentioned above whichever is lower) and Processing charges put together. In all other cases L-1 shall be decided based on the Processing Charges quoted.

- In case of any discrepancy in the Unit Rate and Total Value quoted by the tenderer, the Unit rate quoted shall be final and Total value shall be worked out based on the Unit Rate quoted against the respective indicative quantities. In case of any discrepancy in the Unit Rates quoted in figures and words, the Rates quoted in words shall be final.
- ***Except the above details, other condition / information, if any, given in the format shall not be considered for evaluation.***

RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

## FORM OF AGREEMENT

This Agreement made this..... day of ..... Two Thousand …… between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having its registered office at Main Administration Building, Visakhapatnam-530031 (AP), hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 or a firm / partnership firm having its registered office at..... hereinafter called the " Processing Agent" (PA) which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the other part.

Whereas, pursuant to the Company's advertisement inviting offer ***for Empanelment as Rebar Processing Agent*** at BSO/……. for Cutting & Bending TMT Rebar in Coils/Straight length/Assorted length in to various shapes as per BBS furnished, Processing Agent vide his letter no _____ dated._____ offered to do the job.

And whereas, by its letter no._____ dated._____ the Company accepted the offer of the Processing Agent.

And whereas, it is ***considered*** necessary and expedient to set out the terms and conditions of empanelment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Processing Agent covenants and agrees with the Company that the Processing Agent shall undertake the job of processing TMT Rebar on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexure hereto and the Processing Agent agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.

2. The documents set out below **including those** hereto annexed marked respectively Annexure 1 to 5 shall **also** form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.

   i. Letter of Acceptance No..... Dated..... from the company..... ……..

   ii. Letter no.....Date.....from M/s..... .....

iii. Notice Inviting Application for Empanelment at Annexure-1

iv. Instructions to Applicants at Annexure-2

v. Integrity Pact format at Annexure-3

vi. Price Bid at Annexure-4

vii. Terms & Conditions of Contract for Rebar Processing Agent- at Annexure-5

3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Processing Agent at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained herein and the documents/annexures as detailed at para.2.

4. The contract shall be effective from ..... and shall remain in force for a period of TWO year with a provision for extension by Six months at the sole discretion/option of the Company on the same terms and conditions and rates, unless terminated earlier by the Company.

5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexure hereto.

6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.

7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.

8. In case of any conflict between the Annexure-1 to 5, the Terms and Conditions of Contract at Annexure-5 will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance shall prevail over Annexure-1 to 5.

9. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Visakhapatnam, Andhra Pradesh and only the Courts at Visakhapatnam, Andhra Pradesh shall have jurisdiction to determine the same.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of Rashtriya Ispat Nigam Limited at

Witness:
Name and Address

Signed, Sealed and Delivered for and on behalf of M/s.

Witness:
Name and Address

**ANNEXURE A1**

PROFORMA OF BANK GUARANTEE (Financial Coverage towards Raw Material to be processed) for TMT Processing Agency Contract (On non- judicial stamp paper of appropriate value from a Scheduled Bank)
*(to be vetted by Finance of Branch Sales Office)*

To
BSO
Address

1. In consideration of Rashtriya Ispat Nigam Limited, a Government Company incorporated under the Companies Act, 1956 having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam 530 031also having interalia, one of its Branch Sales office at ……(herein after called 'the Company') having agreed to accept this Guarantee for due security and safe custody of the materials dispatched to M/s……(herein after called PA) for Cutting & Bending of TMT Rebar supplied by RINL under the LOA dated…….. (hereinafter called 'the said Agreement' which expression shall include any formal agreement entered into subsequent thereto or in suppression thereof and all modifications to and amendments in the said Agreement) made between the Company and the said PA for processing of the TMT Rebar covered under the said Agreement on furnishing a Bank Guarantee for Rs ……. (Rupees …….) only,
We _____ (Name of the Bank) ... (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Company an amount not exceeding Rs ……. (Rupees …….) only against any shortage, loss or damage or deterioration caused to or suffered by or would be caused to or suffered by the company in respect of the said materials by reason of any breach(es) of any of the terms and conditions contained in the said Agreement, or for any reason whatsoever.

2. We ..... do hereby undertake to pay (name of the Bank) the amount or amounts due and payable under this Guarantee from time to time up to the extent of Rs …… (Rupees ……) only without any demur / protest / question, merely on receipt of a demand from the Company stating that the amount (s) claimed is / are by way of loss or damage caused to / suffered by or would be caused to or suffered by the Company in respect of the said materials by reason of any breach of any of the terms and conditions contained in the said agreement by reason of the PA's failure to perform the said agreement or for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount or amounts due and payable by the Bank after this Bank Guarantee.

3. It is hereby expressly agreed and declared that the Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs …….(Rupees ……) only, as referred to above and this guarantee shall not become invalid or in fructuous because of the partial demand(s) made by the company upon us for payment under the circumstances stipulated hereinabove and it is further declared that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this guarantee. It is further agreed and declared that the Company shall be the sole judge of and as to whether the said PA has committed any breach or breaches of any of the terms and conditions of the said agreement the extent of loss and damage, caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said PA has committed such breach or breaches and as to the amount or amounts of loss and damages shall be final and binding on us. Any such demand or demands made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount, not exceeding Rs ……. (Rupees …….) only.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said PA and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the(i.e. six months after the date of expiry of the said Agreement) and payment is made by us, we shall be discharged from our liability under this guarantee thereafter.

5. We, the said Bank, further agree that the Company shall have the fullest liberty, without our consent and without affecting any manner our obligations hereunder contained to vary / modify any of the terms and

conditions of the said agreement or to extend time of performance from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said PA and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any such variation / modification or extension being granted to the said PA or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said PA or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We (name of the Bank) agree and declare that this Guarantee will be valid and effective for a period of thirty months from the date of its issue and we further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the said PA . Should it be necessary to extend this guarantee beyond the said date on account of any extension of time being granted by you to the PA in respect of completion of work in the said contract or otherwise we undertake to extend the period of this Guarantee and confirm you in writing, the extension of time, on your request till such time as may be required. We undertake to extend the BG for a suitable period at the request of RINL.

7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except without the previous consent of the Company in writing.

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

9. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,

Designated Officer of Bank with Seal

Dated:.....day of ..... (month).....(year)

for _____

(Name of the Bank)

**ANNEXURE-B**

**PROFORMA FOR NO-CLAIM CERTIFICATE**

To,

Sr. Branch Manager
BSO…….
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited
Address……
Dear sir,

Sub: No claim certificate

I/We hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for Processing of TMT Rebar**.** I/WE have no claims against your company.

| Bill No. | Date | Amount |
|---|---|---|

Date:

(Signature of the Processing Agent)

Place:

Name of the signatory:

Seal of the Company:

**ANNEXURE-C**

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

# APPLICATION FORM

From

---
---
---
---

To

The Regional Manager (Marketing)
Regional /Sales Office,

Dear Sir,

Sub: Application for empanelment Of Rebar Processing Agent

Ref: Notice inviting applications along with terms & conditions for empanelment vide no. ----------

With reference to the cited notice for empanelment with RINL for Rebar Processing Agent, I/We …….. a Company / Partnership Firm / an Association/ Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business at …….....
……hereby give our unconditional consent along with the application duly signed on all pages as a token of our acceptance for the same.

I/we agree that our offer is valid up to 120 days

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your Terms and Conditions of invitation for empanelment of Rebar Processing Agent.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our application of any change in the constitution of my/our firm, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the applicant is a partnership firm).

I /We enclose here with an Account Payee Demand Draft on ----------Bank, for Rs 2.00 Lakhs only (Rupees Two Lakhs only) in favor of RINL, Visakhapatnam Steel Plant payable _____(Concerned Branch City)

Date:

Yours faithfully,

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

Signature and seal

of the applicant

RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT

**DECLARATION OF PARTICULARS**

1. Details of Applicant:

**A) In case of Individuals**

i) Full Name, Address & Place of Business :

ii) Previous Experience (Details to be furnished) :

B) In case of Partnership Firms:

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

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

iii) Whether copy of Partnership Deed duly attested :
is enclosed

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

C) In case of companies:

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

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

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

iv) Previous experience (Details to be furnished) :

v) Authorised, Subscribed & paid up capital :

vi) If transportation business is not covered in the business for which the Company is registered, then amendment to that effect to the Memorandum of Association duly notified to the registrar of Companies and acknowledgement there to is to be submitted.

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

3. Are you / your partners / directors having any relatives working in RINL, VSP. If so, furnish details

4.Name and address of Bankers :

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

:

6. Turn-over during each of the last five financial years

Turnover in :

2014 –2015
2015-2016
2016-2017 :

7. Indicate your Income Tax Permanent Account No. :

8. Indicate your GST Registration Number

9. Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings, has your financial net worth been negative during the preceding three financial years (a notarized affidavit shall be enclosed)

11. Details of Machinery for carrying out the job :

For

Signature _____

Full Name _____

Date: Seal/Rubber Stamp

**Annexure-5**

RASHTRIYA ISPATH NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT

**TERMS & CONDITIONS OF THE CONTRACT FOR REBAR PROCESSING AGENT**

***For*** processing of TMT Rebar in 8-36 mm dia in various grades in Coil / Straight length/ Assorted Length as applicable,

**INTO**

TMT Rebar in Cut & Bend/ Processed Rebar in various shapes as per BBS furnished.

## 1.0 DEFINITIONS:

The following words and expressions used in this Contract shall have the meaning ***here by*** assigned to them except where the context otherwise requires.

The **'Company'** shall mean Rashtriya Ispat Nigam Limited (RINL) with its Registered Office at Administrative Building, Visakhapatnam 530 031. And also having one of its Branch Sales Offices at ……..

**'Regional Manager'** shall mean the Head of the Region or any other Officer of the Company for the time being, in-charge of the Region, ***in which the concerned Branch Sales Office is located.***

**'Sr. Branch Manager'** shall mean the Branch Manager of the Concerned Branch under whose jurisdiction the premise of the Rebar Processing Agent is situated or any other Officer of the Company for the time being in charge of the Branch.

**'Applicant'** shall mean the person/firm/ company or corporation submitting an application against the Invitation to Application for Empanelment and shall include his / its successors and assigns approved by the Company.

**'Rebar Processing Agent (PA)'** shall mean the applicant whose application has been accepted by the Company for empanelment and shall include PA's successors and assigns approved by the Company.

**'Contract/Rebar Processing Contract'** shall mean and include the Agreement between the Company and the PA duly signed by the parties thereto for the execution of the work together with all documents annexed / attached therewith or referred to therein.

**'Company's Materials/Raw Materials/Materials**' shall mean TMT Rebar dispatched from the Company's Plant at Visakhapatnam/ from Company's stockyards/other locations or other TMT Rebar received from time to time by PA on Company's account.

**'Accepted Matters'** mean those matters in respect of which decision of the Company shall be final and binding upon the successful tenderer/PA.

## 2.0 PRODUCTS TO BE PROCESSED AND FINISHED PRODUCTS:

### 2.1 RAW MATERIALS

TMT Rebar in 8-36 mm dia in various grades in Coil/Straight Length /Assorted Length Form as applicable.

### 2.2 FINISHED PRODUCTS (PROCESSED PRODUCTS)

TMT Rebar ( Ready-to-Use Product) in various shapes as per BBS furnished.

## 3.0 EMPANELMENT PERIOD

The empanelment shall be initially valid for a period of 3 years i.e., from **01.06.2018 to 31.05.2021** However, for the Processing Units who have submitted valid application along with terms & conditions after **15.05.2018,** the empanelment period will be from the date of issue of empanelment certificate until **31.05.2021**. The Empanelment beyond 31.12.2018 shall be extendable for a further period of 3 years (or) as decided by VSP subject to submission of valid documents, acceptance of revised terms and conditions if any, revalidation of related certificate and extension of BG for SD in line with the revised terms and conditions.. Extension is at the discretion of RINL, VSP.

The contracts for the Processing Rebars as per BBS mentioned above will be finalized as and when RINL received order starting from 01/06/2018 through the process of LTE/Reverse auction to be conducted.

## 5.0 TEST CERTIFICATE:

5.1 While issuing raw materials, Test Certificate will be issued to the PA and basing on the chemistry of the material, same shall be also issued to the end user. The Test Certificate issued by the Company will be final and binding and no dispute regarding the same will be entertained. The decision of the Company shall be final and binding regarding this.

## 6.0 EMD / SECURITY DEPOSIT (SD)

6.1 In the case of the successful Applicant, the EMD shall be converted into Security Deposit. This Security Deposit (SD) is to establish the earnestness of every offer of the applicant, throughout the period of Empanelment, so that he does not withdraw, impair or modify the offer within the validity of the offer and towards performance of his obligation under this contract. In case of withdrawal /impairing /modification of any of the offers of the applicant, the employer will forfeit the SD and it will be the responsibility of the applicant to immediately reinstate the SD. In case of non-performance of any of the contracts awarded to the applicant or noncompliance of the terms & conditions of the empanelment, the employer will forfeit the SD and it will be the responsibility of the applicant to immediately reinstate the SD. No interest shall be paid on the SD.

6.2 In case of any loss / damage suffered by the Company due to any negligence / failure or non-performance on the part of the PA of any of the provisions of the agreement/contract, the Company reserves the right to recover such losses and damages from the PA by adjusting from his bills or by recovering from the SD submitted by the PA. The decision of the Company as to the amount of the loss / damage suffered by the Company in such cases shall be final and binding on the PA. The recoveries set out above shall be without prejudice to the rights of the Company under the agreement/contract or under law.

6.3 The SD shall be released only after the expiry / termination of the contract and satisfactory performance of the work and on completion of all the obligations by the PA under the terms and conditions of the Contract. The decision of the Company regarding satisfactory completion of the work will be final and binding on the PA. Before release of the Bank Guarantee the PA shall submit a "No Claim Certificate" in the format at **Annexure-B**.

## 7.0 PROCESSING CHARGES:

7.1 RINL will call for LTE / Conduct Reverse Auction among Empaneled Processing Agent based on the enquiry received from customer from time to time. An estimated firm quantity to be processed against each item of LTE / Reverse Auction along with the BBS, Drawing, FOR Delivery, Schedule, Price Validity etc., schedule of LTE/ Reverse Auction will be intimated in advance to all the empanelled Processing Agents before bidding under each LTE/ Reverse auction. The processing charges quoted shall remain firm for the particular tender. The estimated firm quantities given will be purely indicative and projected only to enable the Processing Agent in arriving at the value of the auction and the approximate facilities required to be provided by him.

7.2 The processing charges will be deemed to include:

I. Cost of transportation of TMT Rebar in coil/Straight Length /Assorted length from RINL Plant (in case of Visakhapatnam) / VSP Stock yard/ premises to the PA Premises and unloading at PAs premises. Loading of processed product to customer / RINL vehicles.
II. Cost of Processing (Cutting & Bending) TMT Rebar into various shapes as per given BBS.
III. Storage / stacking charges.
IV. Handling at PAs premises.
V. Bending , Bundling & Metal Tagging
VI. Weighing charges
VII. Testing & Inspection charges
VIII. Expenditure towards stock verification
IX. Taxes and duties excluding GST, if any (as detailed in Clause no.8).
X. Cost of scrap/off cut generated including processing loss if any to PA's account. The same shall be billed to PA at the Rebar price (Prevailing month SO stage price).
XI. Profit Margin of PA.

7.3 No shortage allowance/wastage allowance/ any other allowance will be given to the PA. Loading / unloading of material at the stockyard /premises/plant of the Company / Customer Site shall be free of cost.

7.4 The total calculations will be on Work Order basis and recoveries for shortages if any shall be effected from the bills of the PA. Decision of the Company shall be final and binding in this regard.

**8.0 TAXES AND DUTIES:**

8.1 The PA shall, in accordance with prevailing procedure prescribed by GST Authorities, comply with all necessary formalities and also shall undertake the documentation as stipulated by the concerned GST Authority.

8.2 RINL (in case of Vizag) (concerned BSO) shall intimate to the respective jurisdictional GST authorities for sending input material without payment of tax, and obtain acknowledgement.

8.3 In all the cases where finished product is brought back to issuing branch / plant (if issued from plant) / or any branch / office of RINL located in the same state where the issuing office / branch / plant is located, the PA shall issue a delivery challan. In cases where material is delivered to a customer or to a branch / place located outside the state from where the issuing office / plant / branch is located, RINL will be issuing Tax Invoices.

8.4 Similarly, the inputs can be brought back to the plant/issuing branch within one year under the cover of Delivery challan. If the input materials are supplied to any customer/any other branch, Tax Invoice shall be issued by RINL with payment of applicable GST.

8.5 The job work/processing charges are paid towards cutting, bending, of TMT Rebars to various shapes as per BBS furnished. In line with the present rules, the applicable GST will be paid extra on submission of Tax Invoice.

8.6 (a) The PA shall bear all applicable taxes and duties, levies and all other liabilities which are applicable to the PA in connection with discharge of his obligations under this contract, excluding GST. RINL/VSP shall pay GST (and applicable cess) claimed by the PA in the Bills /Tax invoices raised and as certified by the RINL/VSP. The Bills/Tax Invoices raised by PA shall mention their GSTN registration number and shall be in the format specified/ prescribed under GST laws. The Bills/Tax Invoices shall be serially numbered and contain the following details:

(i) The name, address and Registration number under GST;

(ii) The name, address and the person receiving taxable service (RINL) along with RINL GSTN;

(iii) Applicable taxes with nomenclature (like IGST, SGST, CGST& UGST) separately, HSN/SSAC Code.

(b) A declaration to the effect that all invoice particulars shall be uploaded in the GSTN network/portal & all tax liability as per GST rules and regulation shall be discharged, shall be mentioned in the tax invoice.

8.7 In case of discrepancy in the data uploaded by PA in the GSTN portal, RINL will not be able to avail the tax credit and will notify the PA of the same. PA shall rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) failing which the amount will be recovered from pending bills or any other dues including SD.

8.8 All other relevant and applicable taxes and duties, if any, excluding GST are to be borne by the PA and the Company will have no liability regarding this. However, any new taxes and duties after the date of tender opening /date of negotiation (as the case may be) shall

be reimbursed to the PA by RINL/VSP on production of appropriate documentary evidence indicating payment. Further any increase/reduction in the taxes and duties after the date of tender opening /date of registration (as the case may be) shall be reimbursed to PA/ passed onto the RINL/VSP, if applicable, on production of appropriate documentary evidence indicating payment.

8.9 Any new change/legislation which enables RINL to obtain credit of any of the taxes and duties etc, during the operation of the contract shall be enabled by the PA by providing required documents and complying with such legislation.

8.10 GST shall be applicable on all penalties ( like liquidity damages, milestone penalty, risk purchase recovery, shortages, penalty for late lifting / delivery, forfeitures of SD / Earnest Money Deposit (EMD) if levied by the employer ( RINL) on the contractor and shall be recovered applicable thereon. The employer (RINL) shall issue tax invoice in favour of the contractor for such recoveries.

9.0 **QUALITY COMPLAINTS**:

9.1 The PA shall be responsible for all quality complaints of the processed products (to the extent of the job carried out by PA) and have to bear all the losses, if any, suffered by the Company in this regard. The PA will indemnify and keep indemnified the Company regarding this. No processing charges shall be payable for such returned quantity, returned due to quality complaints.

9.2 PA shall be responsible for all the losses/damages and deterioration caused to materials while these are in the custody of PA. The materials shall be deemed to be in the custody of the PA as soon as the Stock Transfer Challan/Delivery Note/ Gate Passes / Waybill are handed over to PA. Such loss/damage/deterioration and/or pilferage in the PA's premises/custody will be compensated in full by the PA. Assessment of loss made by the Company on damage/deterioration to the materials in the custody of the PA shall be final and binding on the PA.

9.3 The PA shall be informed about the quality complaints in writing or over phone (later on to be confirmed in writing) by the Company. Any quality complaint received from the customers for processed products supplied by PA, shall be inspected by the Company and the Company's decision on the matter will be final and binding on the PA.

9.4 Processed products returned under quality complaint shall be disposed off by the Company in accordance with the Steel and Steel Products (Quality Control) Order, 2008 (as amended upto date) and PA will be responsible for compensating to the Company the loss in realization on account of such disposals including the charges for converting into scrap.

9.5 In case of any rejection of processed products by the Company's authorized employee or after 3rd party inspection, such materials will be taken back by the Company for disposal. The loss in realization and transportation cost, handling charges at the Company's stockyard, local taxes, if any, incurred for taking back such materials shall have to be borne by the PA.

9.6 PA will have to settle the loss on account of quality complaints /materials rejected by the Company/ 3rd party inspection agency within seven days of the intimation by the Company of such loss. In case of failure, the same shall be recovered from the pending /forthcoming bills of the PA. The Company shall also have the right to recover any amount due from the PA under any of the above heads from the BG submitted by the PA.

9.7 To avoid any quality complaint with regard to Processed TMT Rebar, sample may be drawn from the lot which is meant for processing into the finished product as per BBS by the PA. The sample drawn to be tested to the satisfaction of the end customer. After clearance from the customer the same lot shall be sent to PAs premises for processing the TMT Rebar.

10.0 **TAGGING**:

a) All finished products from the Company'sTMT Rebar by PA will be 100% tagged as per the Company's specification/BBS or as decided by the Company's officials from time to time.

b) The PA shall have to undertake 100% tagging of the finished product as per BBS direction given by the Company.

**11.0 TRANSPORTATION:**

11.1Transportation of the material from RINL stockyard / Plant is to be arranged by the PA as detailed at para 7 above and at the time of submission of the tender, the PA has to quote a rate for Rebar processing charges including transportation charges. The PA has to refer the Price Bid format and quote the rates accordingly.

11.2 Loading of input material (unprocessed TMT Rebar) into processing Agent's vehicles at the Company's Stock yard/ Premises/Plant shall be done free of cost by the Company. PA shall have to make their own arrangements for unloading the material at its premises. PA shall also make their own arrangements for loading and transportation of processed Rebar from their premises to Company Stockyard/Premises/Plant/ Customer Site.

11.3The weight recorded at Company's weighbridge shall be final & no allowance shall be allowed on account of transit or weighbridge tolerance and no dispute in this regard shall be entertained. Decision of the Company shall be final and binding in this regard.

11.4In case RINL/VSP exercise an option to take the delivery of the processed material from the PA premises directly, the weight acknowledged by the RINL/RINL Customer at PA Premises shall be final and binding on PA

11.5 In case of delivery of processed material at Customer Site, the weight acknowledged by the Customer shall be final and binding on the PA

12.0 **Bank Guarantee for Financial Coverage** (towards value of the raw materials unprocessed TMT Rebar): PA shall submit one or more BG (as per the format at Annexure A-I) as per requirement of the Company before supply of raw material, for covering the value of raw materials to be supplied by the Company for Rebar processing.
The PA has to submit the BG without fail within the time limit indicated by the Company and materials will be supplied only after the submission of this BG. At any point of time the prevailing value of the material at the time of issue held by the PA should not exceed the amount of BG submitted by PA. PA shall submit additional BG to cover additional material for processing whenever required.

13.0 Recovery of amount in case of non-performance/ non- compliance of contractual Obligations

(a) If the Company suffers any losses or damages due to any negligence and / or non-performance of any of the obligations under the contract by the PA, the Company may without notice and without prejudice to any other right, recover the amount(s) and appropriate the same from the Security Deposit BG and/ or the Financial Arrangement BG towards the settlement of all losses and/or damages.

b) The Company reserves the right to recover such losses and/ or damages and/or any other dues by enforcing the Bank Guarantee and/ or by deduction from any of the PA's Bills pending for payment with the Company regarding this or any other contract without prejudice to any other legal remedies / recourse available to the Company to proceed against the PA for recovering such losses, damages and/or dues.

c) The decision of the Company as to the amount of loss(es), damage(s) and/or due(s)suffered by the Company shall be final and binding upon the PA.

d) In the event of BGs being inadequate or fully encashed, the balance of the total sum recoverable shall be deducted from any sum due to the PA under this or any other contract with the Company. Should such sum also be not sufficient to cover the full amount recoverable, the PA, on demand, shall pay to the Company the balance amounts.

e) Wherever the BGs fall short of the amount specified in clauses above by the virtue of any recoveries made by the Company, the PA shall enhance the value of BGs within 15 days so that the total amount of security shall not at any time be less than the specified amount.

f) The Security Deposit will be released to the PA on termination/expiry of the contract on his production of:-

No pending demands from statutory authorities. No claim certificate in favor of the Company in the format prescribed at Annexure 3.

## 14.0 PROCESSING CYCLE :

14.1 The Rebar processing cycle (issue of unprocessed materials to receipt of processed products at the Company's stockyard/premises/plant from the PA premises) should be completed within 7 days from date of Delivery Challan .

14.2 If the raw material is not processed as required by the Company within 7 days, PA has to pay a fine of Rs.100/- per MT per day of input material (TMT Rebar) after the 7$^{th}$ day from the date of issue of the raw material along with applicable GST.

## 15.0 MATERIAL RETENTION:

15.1 PA is responsible for retention of the raw material and also processed products while in transit and in their premises. Any damage or loss of material shall be the responsibility of PA. The Company will have the right to recover the losses due to damage or lost material/processed product from PA in all means. The decision of the Company will be final and binding on the PA. For any loss/damage/shortage of material/processed product, 110% of value of material/processed product on the basis of prevailing branch SO Stage Retailer price applicable on the date issue of material, shall be recovered from PA.

15.2 After carrying out processing in the processing units of PA, the processed products shall be delivered for sale to customers against the orders or normal sales as per the instructions of the Company. Until the delivery; the responsibility of the custody of material will be with PA.

16.0 **MONITORING:** The Company shall closely supervise the operations of the PA with regard to receipt of materials, rebar processing, sales/delivery, stock, regulation of Bank Guarantee etc on continuous basis.

16.1 The Company may at its sole discretion post its employee(s) or appoint a 3rd party inspection agency in the premises of PA to oversee the processing activities and it will be the responsibility of the PA to provide all the necessary help, support and infrastructural and co-ordination facilities regarding the same. However, this will not dilute the responsibility of the PA to ensure proper utilization of input material (TMT Rebar) supplied by the Company for rebar processing, process, inspection including sample testing, and quality control of processed materials. Visits, inspections etc. bythe Company's technical staff/ employees/representatives / 3rd Party Inspection Agency shall also be undertaken, as per requirement. PA shall provide all the required help, assistance etc. during the visit, inspection etc. to the Company's technical staff / employees/representatives. Third party inspection agency would also inspect the process activities, as and when required by the Company. The charges for 3rd Party inspection agency shall be borne by the Company . The processing details on weekly basis shall be submitted by PA to the Company.

**17.0 Reports & Returns:**

17.1 PA shall have to submit weekly reports regarding receipts / Processing / returns and stock item wise to the controlling branch of the Company. In addition to this, in case any information is required by the Company at any time, PA shall have to provide the same.

17.2 The PA shall keep proper daily account of the processed or finished products viz. quality, size, quantity, actual size, quality, quantity of finished products, actual yield test results, inspection notes etc. and arrange for delivery of material against original Sales Order issued to Company's customers or their representatives against proper letter of authorization, the copy of which are to be properly retained.

17.3 The PA shall keep Sales order register indicating therein company's Sales order(s) number and date, names and addresses of company' s customers, size, quality and quantity of materials indicated on the Sales orders, as also the size, quality and quantity of the materials actually delivered to company's allottee(s) against specific challan number and date.

Also, the details of the Challans shall be entered on the reverse side of the Sales order immediately on each delivery.

17.4 For every delivery from the premises of PA to the customers or to a branch in any other state, RINL shall raise four copies of Tax invoices meant for following purposes. The Tax Invoice shall also be generated in four copies on the stationery of RINL through the ERP connectivity provided to PA by RINL. For this purpose the PA shall be required to own suitable computers and also make arrangement for Internet Connectivity for availing connectivity to RINL's ERP System.

- The original being marked as ORIGINAL FOR RECIPIENT shall be handed over to the customer.
- The duplicate copy being marked as DUPLICATE FOR TRANSPORTER shall be handed over to the transporter of finished goods
- The triplicate copy being marked as TRIPLICATE FOR SUPPLIER shall be retained by the supplier i.e., RINL/concerned branch.

- The fourth copy being marked as 'EXTRA COPY' may be retained by the PA.

c) Every invoice shall invariably bear signature of RINL's representative and also the signature of the authorized representative of company's Customer.

d) The PA shall, on completion of delivery against each Sales order, return executed Sales order(s) along with a copy of the related invoice to the concerned branch.

e) PA shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply/service to RINL, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal.

In case the Input Tax credit of GST is denied or demand is recovered from RINL on account of any act of the PA, including but not limited to non-payment of GST charged and recovered, non-generation of E-way Bill, non-filing of Returns, non-uploading / improper uploading of valid invoices raised on RINL in the returns etc., the PA shall indemnify RINL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Such amount shall be recovered from any payments due to the PA or from security deposit or any other amount available with RINL in the same contract or in other contracts including future contracts.

If any tax has been paid by the conversion agent in pursuance of any demand on account of suppression, fraud or wilful misstatement of facts; the same shall not be passed on to RINL through debit notes or invoices or supplementary invoices.

**18.0 PAYMENTS:**

18.1 For payment of bills for Rebar Processing Charges the PA shall submit:

a) Bills / Tax Invoices of processing charges based on quantity mentioned in the Delivery challan cum Gate Pass
b) Copies of Gate Pass: Return delivery Challan cum Gate pass.
c) Copies of LR's for stockyard to processing unit and processing unit to Customer Premises /stockyard in case RINL avails the facility.
d) Processing charges will be paid for the actual quantity of processed material received in the RINL stockyard / quantity acknowledged by RINL Customer.

18.2 PA shall submit bills to the respective Branch issuing Work Order (Order Basis) with all relevant documents and payment shall be made by the Company on 30$^{th}$ day from the date of submission of bills with all required documents.

19.0 **INTEGRITY PACT** :

19.1RINL requires that bidders/ tenderers /successful tenderer under this tender/contract if awarded, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, RINL defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of RINL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RINL of the benefits of free and open competition. RINL

will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. RINL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/ contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.

19.2 The tenderers are required to unconditionally accept the Integrity pact enclosed at Annexure-3 of ITT and shall submit the same duly signed along with their offers. The offers of the tenderers received without duly signed integrity pact format, shall not be considered

20.0 **EXPIRY / SHORT CLOSURE/ TERMINATION OF THE EMPANELMENT /PROCESSING CONTRACT**:

20.1 In case the PA does not perform his duty as per the terms and conditions of the contract or the performance is not found to be satisfactory by the Company, the contract shall be terminated by giving one month notice. In case the Company is not in a position to supply the material to the PA due to its internal exigencies or the Company does not want to continue with the contract, the contract can be short closed after giving one month notice without giving any reason. The Company also reserves the right to get the rebar processing jobs done at the risk and cost of the PA and the PA will be liable to reimburse all the additional expenditures, losses etc. to the Company if PA fails to do the rebar processing job as required by the Company or fails to comply with any of the requirements under the contract.

20.2 Before termination/short closure /expiry of the empanelment and/or immediately after termination/short closure/expiry of the contract, the stock from the PA's premises shall be cleared (transferred to the nearest stockyard, premises or plant of the Company) by the PA as per the written direction of the Company.PA shall return both raw material / Processed material lying in his premises and submit total accounts to the Company as per the instruction of the Company without fail.

20.3 Notwithstanding the termination/short closure /expiry, the liabilities and obligations of the PA as set out herein will continue to be in force until all the materials supplied / dispatched by the Company to the PA upto the date of such termination/short closure /expiry are delivered by the PA and accounted to the Company.

21.0 Liabilities / Obligations on Expiry / Terminations:

Notwithstanding the expiry / termination of the contract the liabilities and obligation of both the Company and the PA as set out herein will continue to be in force, until all the materials supplied / despatched by the Company to the PA up to the date of the said expiry /termination are delivered by the PA as per the instructions of the Company. After termination /expiry of the contract, the materials if any, lying in the PA's yard shall be cleared by the PA and delivered to the Company within 15 days from the date of the termination/expiry of the contract and the PA shall be responsible to arrange delivery of the materials as directed by the Company.

22.0 **ASSIGNMENT AND SUB-LETTING**:

22.1 The PA shall not assign or transfer the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Company.

22.2 The PA shall not sublet the whole or part of the work without the prior written consent of the Company.

22.3 Any consent, if given by the Company, shall not relieve the PA from any liability or obligation under the contract and the PA shall be responsible for the acts, defaults and neglects of any sub-agent and/or sub-contractor, their agents, servants, employees or workmen, as fully as if they were the acts, defaults or neglects of the PA.

23.**0 SETTLEMENT OF DISPUTES**:

23.1 All matters in question, disputes or differences other than the excepted matters arising between the parties out of or relating to this contract or the breach thereof shall be settled between the parties amicably. If, however, the parties are not able to resolve the disputes/differences amicably, the said disputes/differences shall be settled by conciliation. In cases where conciliation fails, the parties shall resolve their disputes/differences through Arbitration. The said Conciliation/Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/amendments thereto. The Award made in pursuance thereof shall be binding on the parties. The language of Conciliation/Arbitration shall be English.

23.2 **Conciliation**: The person appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of the Company or a retired officer of similar grade from the Company or other PSUs and shall be nominated by the Competent Authority of the Company. The Fee payable to Conciliator (other than in service Conciliator from the Company) shall be a fixed amount of Rs.25,000/-. The expenses will be reimbursed as per actuals. The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.

23.3 **Arbitration**: The disputes/differences shall be referred to a Sole Arbitrator to be appointed by Competent Authority of the Company and the seat and venue of Arbitration shall be at Visakhapatnam, Andhra Pradesh. The Fee payable to the Arbitrator shall be in line with the Fee Schedule at Fourth Schedule of Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/-.The costs towards incidental expenses for conducting the Arbitration proceedings and to the Arbitrators shall be born equally by both parties. The Arbitrator shall make a reasoned Award.

23.4 No Interest shall be awarded by the Conciliator/Arbitrator in any Conciliation/Arbitration proceedings.

23.5 The Courts at Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over all matters of disputes and regarding this contract.

24.0 **GENERAL CONDITIONS**:

24.1 Proper security arrangements shall have to be made by PA at their costs for the safe custody of materials supplied by the Company. Any loss, damage or deterioration whatsoever and/or pilferage while in premises and/or in custody of PA shall be solely to the account of PA, who will be bound to compensate the Company suitably for any such losses, damages, expenses, pilferages and/or deterioration etc. The decision of the Company regarding this will be final and binding on the PA.

24.2 It will also be the responsibility of the PA to ensure that, there is no mix-up as far as the materials of the Company are concerned.The PA shall not hypothecate and / or charge and / or encumber in any manner whatsoever the material of the Company to any third party. The PA also shall not suffer any injunction and / or attachment and / or appointment of Receiver in respect of the Company's materials.

24.3 PA shall not receive or accept any payment from customers of the Company.

24.4 All the information provided by the Company to the PA regarding or in connection with this contract is to be treated as confidential information and it is the sole responsibility of the PA to ensure the confidentiality of all such information. No such information is to be given / passed on to any third party without written consent/permission of the Company.

24.5 The Company reserves right not to supply any material during any month based on exigencies.

24.6 PA shall be responsible for any losses incurred by the Company in case PA's failure in making processed products as required by the Company. The losses shall be recovered from PA from his pending bills / BG and any other means. Recovery of any amounts due from the PA can be made from pending bills / BG of present contract or any other contracts.

24.7 PA shall comply with all rules and regulations of the Company at the time of lifting material including safety rules of the Company. The PA will be solely responsible towards the safety of their equipment, vehicles, employees etc. engaged by the PA and their contractors in its as well as the Company's equipment and premises. Company will have no liability whatsoever and no losses, compensations etc. can be claimed from the Company.

24.8 PA shall comply with all statutory requirements of Central, State and local authorities including all tax related statutory requirements, obligations, applicable labour laws etc. and the Company will not have any liability whatsoever.

*************