

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT  
(PURCHASE WING)  
BLOCK-A, ADMINISTRATIVE BUILDING  
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### **OPEN TENDER NOTIFICATION**

#### **Invitation to Tender No.Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

Sealed tenders are invited for appointment of Agent for Loading supervision Jobs of Iron ore supplies from M/s National Mineral Development Corporation to Visakhapatnam Steel Plant.

Last Date & Time for receipt of Tenders : 14.06.2018 by 1030 HRS

Tenderers who are interested in participating in the tender can download the tender documents from our Website: [www.vizagsteel.com](http://www.vizagsteel.com) and submit their offer before 1030 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer. **The tenderers should refer to RINL's website regularly for any corrigendum.**

**- EXECUTIVE DIRECTOR (MM)**

**RASHTRIYA ISPAT NIGAM LIMITED**

**VISAKHAPATNAM STEEL PLANT**

(A Government of India Enterprise)

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For appointment of Agent for Loading supervision Jobs of Iron ore supplies from M/s National Mineral Development Corporation to Visakhapatnam Steel Plant.
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**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM - 530 031, INDIA**

**OPEN TENDER NOTICE FOR APPOINTMENT OF AGENT  
FOR LOADING SUPERVISION JOBS OF IRON ORE SUPPLIES  
FROM M/S NATIONAL MINERAL DEVELOPMENT CORPORATION**

**INVITATION TO TENDER (ITT )**

**Invitation to Tender No.Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

**1.0 General:**

Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) hereinafter referred to as the PURCHASER invites **sealed bids** in two parts (**Part-A** – Pre-qualification bid and **Part-B** – Price Bid) in separate envelopes for **“Appointment of Agent for Loading Supervision Jobs of Iron ore supplies from M/s National Mineral Development Corporation (NMDC)”** from their Bailadilla Iron ore Project (Bacheli & Kirandul) to Visakhapatnam Steel Plant, Visakhapatnam.

**2.0 TENURE AND QUANTITY:**

The contract is for period of two years with effect from the date of award.

2.1 The indicative estimated inflow of Iron ore per year is around

Iron ore Lumps	- 50.18 Lakh Tons
Iron Ore Fines	- 50.52 Lakh Tons
Iron ore Sized (CLO)	- 03.50 Lakh Tons

From Bailadilla (BACHELI & KIRANDUL) Ore Mines of M/s National Mineral Development Corporation (NMDC).

The above quantities are only indicative and are subject to variation depending on RINL-VSP's production schedule and actual requirements at plant / supply contract with NMDC. No claim whatsoever on this account shall be entertained.

### **3.0 Scope of Work:**

- a. Co-ordination with M/s. NMDC as RINL's representative while booking and allocation of rakes etc.
- b. Supervise the condition of wagons placed for loading and to ensure the wagons are plugged with proper plugging material so as to avoid drainage during transit.
- c. To ensure loading of the material and to take up with NMDC on behalf of RINL for size problems, mix up with foreign material etc.
- d. The agency will also associate with the collection of samples and analysis of the ore whenever required.

### **4.0 Pre –requisite qualifications to the tenderers**

RINL-VSP is looking out for agencies, who can meet the following eligibility criteria, to take up the subject job. (Pre-Qualification Bid should contain the following).

- a) That the tenderer has handled Loading supervision jobs /contracts valuing not less than Rs.1,00,00,000/- during each of the preceding 3 years.
- b) The tenderer had a turnover of Rs.2,00,00,000/- in at least any one year during the preceding 3 years.
- c) Copies of work orders from at least two reputed organisations during any one year of the preceding 3 years for a minimum value of Rs.1,00,00,000/-.
- d) Apart from Experience in handling & loading supervision, liaisoning with railways and Seller for movement of Iron Ore/Coal/Limestone/dolomite /coke/Minerals & Ores by Rail for a minimum period of 2 years during the last 5 years ending March 2018 for an average quantity of 1.5 Lakh tons per month (physical movement by Rail only) to any PSU/Power house of Government Department/Major customers. Certificate from the client (s) regarding Physical movement and Shortage Performance by Rail only must be submitted.
- e) The tenderer should have an office with communication facilities such as Telephone, FAX, e-mail etc. at the loading point and near concerned railway divisional office & loading point or shall give an undertaking that they will establish office with all communication facilities within 30 days of issue of LOA

#### **4.1 NOTE:**

- i) The tenderers are requested to submit documentary evidence in support of the above along with the Pre-qualification Bid.
- ii) VSP reserves the right to verify the certificates / inspect the premises of the tenderer in support of their eligibility criteria. In case any of the certificates are found to be not correct, the offer submitted by such tenderer shall be summarily rejected.
- iii) If it comes to the notice of RINL at any stage from request for tender document that any of the certificates / documents submitted by applicants or by bidders are found to be false/ fake/ doctored, the party will be debarred from participation in all RINL tenders for a period of 5 (five) years including termination of contract, if awarded. EMD/ Security Deposit etc. if any, will be forfeited. The contracting Agency in such cases shall make good to RINL any loss or damage resulting from such termination. Contracts in operation anywhere in RINL will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of RINL Management will be final and binding.

**5.0 TENDER DOCUMENTS:** Tenderers who are interested in participating in the tender can download the tender documents from RINL-VSP's Website: [www.vizagsteel.com](http://www.vizagsteel.com) and submit their offer before 1030 Hrs (IST) of last date for receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

**LAST DATE & TIME FOR SUBMISSION OF TENDER: 14.06.2018 by 1030 HRS**

Note: Offers received by VSP by cable, telex, fax, e-mail or telegrams and tenders received late / delayed will not be considered under any circumstances.

**-EXECUTIVE DIRECTOR (MM)**

**INSTRUCTIONS TO TENDERERS**

**Invitation to Tender No.Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

**TENDER FOR LOADING SUPERVISIONS JOBS OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT.**

**GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:**

**1.0 The tenderer should go through the Scope & other terms & conditions** (enclosed as Annexure-II) of the tender and submit their offer accordingly.

Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.

Each page of the offer should be signed by the authorised officer(s) of the Tenderer.

In case any tenderer is silent on any clauses mentioned in this tender document, VSP shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

**2.0 SUBMISSION OF OFFERS:**

Tenderers should submit their tenders in two parts:

**Part-A : Pre-qualification Bid and the commercial bid**  
**Part-B : Price Bid**

in separate sealed envelopes indicating clearly on the cover whether it contains Part- A: Pre-qualification Bid or Part B : Price Bid.

**The Part-A** – Pre-qualification Bid of the offer together with its enclosures  
and

**Part-B** – Price Bid should be sealed in separate envelopes clearly indicating the cover whether it contains Part-A or Part-B should bear in Block capital letters, superscription “**Tender for Appointment of Agent for Loading supervision Jobs of Iron ore supplies from M/s National Mineral Development Corporation to Visakhapatnam Steel Plant against Tender No.Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**”. The name and address of the tenderer should be mentioned on the envelope.

Both the envelopes referred to in above should be kept in another sealed envelope with above said superscription addressed to the General Manager (MM), Administration Building, 3<sup>rd</sup> Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530 031, Andhra Pradesh, India and should bear in Block Capital Letters the superscription "OFFER IN RESPONSE TO **Tender No.Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**".

Tenders will be accepted upto **1030 Hrs (IST), on 14.06.2018**.

**The Part-A:** Pre-qualification bid of the tenderers along with commercial bid shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present.

### **3.0 QUOTING OF PRICE(S) (Remuneration)**

Schedule of rates as given in **Annexure -III** of the Tender Documents is prescribed for Part-B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed Schedule of rates. Price bid should contain no caveat / conditions. Offers to the contrary will stand the risk of getting rejected.

The unit price is to be quoted both in figure and words. In case of any discrepancy between the two, the price indicated in words shall only be considered. *No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.*

The rates quoted in the "Schedule of Rates" shall be firm during the currency of this contract

**Price For Loading Supervision Job:** Minimum Basic rates in Rupees per ton and separately indicating duties and taxes including GST if any are to be indicated in the Schedule of Rates at **Annexure -III** of the Tender Documents.

### **4.0 Taxes and duties:**

Taxes and duties including GST prevailing on the date of scheduled tender opening shall be considered as exclusive of the rates quoted by the tenderer and any variation or new charges, duties and taxes shall be to the account of VSP.

### **5.0 COMPLETENESS OF THE TENDER:**

Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for, will render the concerned tender liable to rejection.

## 6.0 VALIDITY OF THE OFFER:

Each tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **120** (One hundred and twenty) days from the date of opening of tenders.

## 7.0 BID MONEY/ BID BOND: Earnest money Deposit (VITAL).

7.1 Each tender should be accompanied by a deposit of an Earnest money Deposit (VITAL) i.e Bid Money prescribed.

7.2 Tender shall be considered only if ,

7.3 **Bid Money** is submitted in Indian Rupees by means of a either a Demand Draft or a Banker's Cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to Rashtriya Ispat Nigam Ltd Visakhapatnam Steel Plant for an amount of Rs.17,50,000/- (Rupees Seventeen Lakh Fifty thousand only) **along with or prior to opening of Part-A: Techno-commercial Bid at Visakhapatnam.**

**Bid Bond** in the form of Bank Guarantee (as per the prescribed proforma appended to the tender document as **Annexure -IV** ) established in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant for an amount of Rs.17,50,000/- (Rupees Seventeen Lakh Fifty thousand only) **along with or prior to opening of Part-A: Techno-commercial Bid at Visakhapatnam.**

7.4 The Bid Bond as mentioned above should be established in the form of Bank Guarantee issued by any of the Nationalized Bank (whether situated at Visakhapatnam **or** outstation) ) **with a clause to enforce the same on their local branch at Visakhapatnam.** The Bank Guarantees from other Scheduled Banks (other than Indian Nationalized Banks) should however be from the branch located in Visakhapatnam only. **The Bank Guarantee established through Co-operative Banks are not acceptable.** The Bid Bond should be valid for 180 (One hundred and Eighty) days from the date of tender opening.

7.5 **The Bid Money / Bid Bond must be submitted along with or prior to opening of Techno-Commercial Bid (Part-A). Tenders received without Bid Money / Bid bond of requisite value in the requisite form will summarily be rejected without further correspondence. Bid Money shall not accrue any interest. - VITAL.**

7.6 **Forfeiture of Bid Bond / Bid Money:**

- a) If a Tenderer withdraws or modifies his Bid during the period of Bid validity specified by the Tenderer, or
- b) In case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with clause no.8.0 to 8.7 of Annexure-I (Instructions to Tenderers) of the Tender Documents



8.0 **PERFORMANCE GUARANTEE BOND:**

- 8.1 The successful tenderer should submit Performance Guarantee so as to be received in the office of Deputy General Manager (MM-Purchase), RINL-VSP within 30 (Thirty) days from the date of LOA (Letter of acceptance) to Tender.
- 8.2 The Performance Guarantee Bond is to be furnished in the form of Bank Guarantee as per proforma appended to this tender document as **Annexure -V**, for an amount covering **5% (Five percent) of the value of the contract (including GST) awarded**. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.
- 8.3 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam. If the bond is issued by any scheduled bank (other than Indian nationalized bank), bond is to be issued by the branch located in Visakhapatnam only.** Bonds from Co-operative banks are not accepted.
- 8.4 This **Performance Guarantee** Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the employer (RINL-VSP) under the terms & conditions of Acceptance to Tender i.e the Contract agreement.
- 8.5 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms and conditions and all other documents referred to in the Acceptance to Tender / Letter of Appointment and the Contract.
- 8.6 The tenderer shall also ensure the following while submitting the PG Bond:

*Stamp paper shall be obtained in the name of the bank issuing PG.*

*Date of sale of Stamp paper shall be prior to date of PG.*

*PG shall bear the Number, date and seal of the Issuing bank.*

*PG shall be signed by the Officers on all pages with name, designation & code.*

*PG shall contain a foot note "Issuance of this bank guarantee may also be got confirmed form our controlling branch / office / higher authority (Name & Address)".*

- 8.7 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred and twenty) days from the date of conclusion of contract.

#### 9.0 **Release of Performance Guarantee Bond:**

Performance Guarantee Bond shall be released after 90 days from the date of conclusion of contract subject to clearance from actual user. The agency so appointed for loading Supervision Jobs shall submit a certificate to the effect that they have no claim(s) against the RINL / VSP under the Contract.

However, if any of the Bills submitted by the agency so appointed for loading Supervision Jobs for the works done / obligations discharged as per the contract, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner

“ I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the Contract No. .... for the work ....., except to the extent of the bills mentioned hereinafter”.

#### 10.0 **INTEGRITY PACT:**

The Tenderer is required to unconditionally accept the “Integrity Pact” enclosed at **Annexure – VII** to the tender document and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder:

<b><u>Nodal officer:</u></b>	<b><u>IEM:</u></b>
Shri A.Bhattacharya, General Manager (MM), 3 <sup>rd</sup> Floor, Main Administrative Building, Visakhapatnam Steel Plant, Rashtriya Ispat Nigam Limited, VISAKHAPATNAM – 530031.	Shri. VenuGopal Nair,IPS(Retd.) P-1, Chakola Water ford, Pandit Karuppan Road, Near Sacred Heart College, THEVERA COCHIN -682013 Phone No: 0484-2664223 Mobile: 09447500010 E-mail: <a href="mailto:vgknair@gmail.com">vgknair@gmail.com</a>  Shri Siva Prasada Rao Flat No.4H, South Park Apartment Opp. HDFC Bank Nallagundla By pass Road Nallagundla, Serilingampally Hyderabad-500 019 Mobile: +91 9908511188 e-mail: <a href="mailto:sivaprasadrao1950@gmail.com">sivaprasadrao1950@gmail.com</a> <a href="mailto:spr50@rediffmail.com">spr50@rediffmail.com</a>

#### 11.0 **STATEMENT OF DEVIATIONS:**

If any tenderer is unable to accept any particular term(s) as incorporated in the tender document, or proposes any deviation there from, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. As a token of acceptance of the terms and conditions of the tender, the tenderer shall submit a letter as per the proforma at Annexure -VI of the tender document along with the Pre-qualification bid.

#### 12.0 **TENDER OPENING:**

The Commercial bid along with prequalification bid of the tenders shall be opened on the scheduled date (i.e. date specified for opening of the tender) of tender opening in the presence of the tenderers or authorized representative of the tenderers, who may choose to be present.

The date and time of Price bid opening and reverse e-auction shall be intimated separately to the technically and commercially accepted tenderers. Price Bids (Part-B) of those Tenderers who have been Techno-Commercially accepted shall only be opened in the presence of the tenderers or Authorised representatives of the Tenderers who may choose to be present.

#### 13.0 **EVALUATION OF TENDERS:**

All the tenders shall be evaluated on the basis of Landed Net of Input Tax Credit (LNTIC) price per ton basis.

RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at para 13.1 below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of basic price per ton for loading supervision job.

- 13.1 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction and they shall participate in the process.
- 13.2 Subsequent to the reverse e-auction the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received in the physical mode of tender, a composite comparative statement shall be made considering the lower of prices (i.e sealed price bid prices and reverse e-auction prices) of all the parties. **Appointment of agency for the loading**

**supervision job and awarding of contract there of shall be considered on the successful L1 tenderer so arrived.**

#### **14.0 REJECTION OF OFFERS**

**Notwithstanding anything specified in this Tender Document, RINL -VSP, on its sole discretion and without having to assign any reason reserves to itself the rights i.e**

- a) To accept or reject the lowest tender or any other tender or all the tenders;
- b) To accept any tender in full or in part;
- c) To reject the tender on Non-submission of EMD
- d) To reject the offers not conforming to the tender terms:
- e) Non-submission of complete offers, appending signature on the offer and the prescribed formats;

**“Tenderers shall submit an undertaking that there are no pending performance complaints with respect to the tendered scope of work with any PSU / VSP .**

**Deviation to the above, the offers are liable for rejection”.**

**Tender No. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

**OPEN TENDER FOR LOADING SUPERVISIONS JOBS OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT.**

**Scope of work and terms & conditions**

**SCOPE OF WORK –**

**1.0 MATERIALISATION:**

The Agent appointed for 'Loading Supervision Job' shall ensure that the despatches are regulated as per monthly projected requirement of Iron Ore Fines, Iron Ore Lumps and CLO by RINL to Seller. If the materialization is 90%, performance of the party shall be considered satisfactory. The receipts at RINL mentioned by RMD for material wise from both the sources (Kirandul & Bacheli) together will be considered for the purpose of materialization of that month against plan.

**2.0 INDENTING OF WAGONS FOR LOADING OF IRON ORE FINES, IRON ORE LUMPS & CLO:**

To follow-up and maintain a good liaison with the Sellers and Railways for timely placement of indents / wagons etc. In case of any hold-ups, the same should be brought to the notice of VSP. Copies of letters of follow-up taken with railways/ NMDC shall be sent timely to VSP.

To ensure that block rake indents are picked up by Railways as per VSP requirements.

To arrange for movement of block rakes i.e, on train load after fully satisfying the loading capacity/ siding accommodation.

To keep close contact with Railway Offices at Head Quarters of the loading railways and at divisions, so as to ensure that wagons allotted are loaded as per allotment order and do not get into arrears or are short supplied.

To keep VSP informed of any changes in the Railway procedures relating to indenting, allotment, loading dispatches carrying capacity, freight charges etc., from time to time and provide VSP with relevant circulars.

To keep VSP regularly duly informed with day to day developments in various offices in respect of submission of indents and allotment of wagons, dispatch of Iron ore fines, lumps and CLO from the Mines sidings and also to arrange delivery of loading Annexures, Railway Receipts & Railway weighment reports

pertaining to all rakes loaded in a month by 7<sup>th</sup> of the following month.

To communicate any difficulty which is apprehended/faced and needs intervention by VSP for taking up with higher authorities. It is however expected that the 'Agent appointed for Loading Supervision Job' would make their own efforts with the Railway authorities before seeking VSP's intervention. The reasons for VSP's intervention shall be clearly spelt out. This would also enable VSP to determine and assess the capacity of Agent appointed for 'Loading Supervision Job'.

To render other services needed from time to time connected with the allotment of railway wagons/movement of correct quality and quantity of Iron Ore Fines, and Lumps and CLO.

### **3.0 LOADING SUPERVISION OF IRON ORE :**

To inspect empty wagons for fitness and cleanliness.

To inspect and ensure loading of good quality of Iron Ore to the extent possible free from tramp metal and foreign material. This will include examination of the tramp metal detectors for proper operation during rake-wise loading. Monitoring of tramp metal elimination during mechanical loading.

To ensure loading of proper sizes of Iron Ore Fines, Iron Ore Lumps and CLO as per VSP's agreement with the Seller.

To lodge complaints with the Sellers at the time of loading, if quality of Iron Ore Fines, Iron Ore Lumps and CLO being loaded on account of VSP, is not upto the mark.

To keep close liaison with the Sellers to ensure that Iron Ore Fines, Iron Ore Lumps and CLO of required quality in sufficient quantity is available on the date of allotment and no wagons in rakes or under piece-meal are left empty or short loaded.

To ensure that the despatches of Iron Ore Fines, Iron Ore Lumps and CLO are made as per the monthly requirement projected to NMDC by Visakhapatnam Steel Plant. The performance of the party will be evaluated depending upon the percentage of materialisation against the requirement projected by VSP.

To participate in calibration of the weightometers for mechanically loaded Iron Ore and forward us the calibration reports regularly.

To do wagon-wise checking of loading according to load lines in case of manual loading.

To ensure that the loading is to be done as per permissible carrying capacity of the wagon as per the railway circulars in force from time to time. In case of any deviation the same should be brought to the notice of M/s.NMDC immediately and also to be informed to DGM(MM), Raw Materials section, Purchase Dept., VSP with action taken.

To collect loading advices/sick wagon numbers/empty wagon numbers from the mines and forward them to VSP enabling verification with actual arrival.

Party should ensure that all the rakes loaded for VSP are booked under weight only basis.

Generation of E-Way bills at respective loading points.

#### **4.0 FURNISHING OF INFORMATION:**

To furnish information regarding loading and quality on daily basis.

To keep VSP informed about the **indents placed for VSP for the next day**, date and number of wagons allotted / date and number of wagons loaded for VSP as well as for other sources, **First and last wagon numbers of the VSP rakes, first and last wagon numbers of each material and number of wagons in case of a mixed rake**, on daily basis.

To furnish daily/monthly weighment reports to VSP within a reasonable time.

To arrange and ensure for diversion certificates / supersession RRs within 30 days from the date of RR, in case wagons are diverted and ensure from originating yards to enable VSP to settle their claims with railways on the strength of the diversion certificates.

In case of booking of rakes on wagon load basis, to ensure **preparation and collection** of necessary **Wagon Load** certificate from railways within 30 days from the date of RR's to enable VSP to get refund of excess freight paid.

To collect the loading Annexures, railway Receipts & Railway weighment reports from M/s.NMDC / Railways and send them directly to Dy.General Manager (Raw Materials) Raw Materials Department, Rail Bhavan, Visakhapatnam Steel Plant, Visakhapatnam-530 031. The RRs shall be sent to VSP by the fastest mode of delivery i.e. speed post/private air courier in 2 or 3 lots every week.

In case of any correct wagon load certificate or en-route re-weighment certificate reports are not submitted by the 'Agent appointed for Loading Supervision Job', the total payment for that month shall be withheld till submission of the same.

To inform the stock position of Iron Ore Fines, Iron Ore Lumps and CLO at Kirandal and Bacheli, on daily basis.

To inform VSP regarding unforeseen events like landslide and derailment en-route which will disrupt the movement of rakes.

To ensure collection of weighment reports from Railways for Iron Ore rakes weighed en-route in a month and submission of the same by 7<sup>th</sup> of the following month.

## **5.0 SHORTAGES:**

All efforts shall be made to contain the shortages (including moisture loss) to the minimum.

### **5.1 For arriving at the receipt quantity: For payment**

To ensure that the weight of the rakes as determined at loading point reach the destination (VSP) with no loss. For this purpose, the contractor has to ensure that there is no pilferage enroute. The Iron Ore rakes at destination will be weighed at VSP's in-motion weigh bridges.

**ARRIVING AT THE RECEIVED QUANTITY:** The received quantity of a particular material in a month is calculated source wise considering the average wagon weights (applying correction factor for individual wagon type) of different type of wagons in that month.

The shortage or transit loss is the difference between the total Invoice weight as per M/s.NMDC for the rakes received in a month and received quantity calculated by RINL for each material for payment for the rakes supervised by the agent appointed for loading supervision job. Transit gains will not be considered for payment.

#### **In the First Month**

In the first month of the contract, in case there is no weighment done at VSP, RR weight / Invoice weight whichever is less will be taken as the received weight & no penalty is applicable.

#### **In the Subsequent Months.**

In the subsequent months, in case the weighment done at VSP is more than 40% of received wagons on wagon type wise, the average net weight of weighed wagons of the said month will be extrapolated to the total receipts of the month on wagon type wise, source wise basis for arriving at the receipt quantity & form basis for determining shortages for the purpose of calculating penalty.

In case the weighment done at VSP is less than 40% of received wagons on wagon type wise & source wise in any month, then the average wagon weight considered in the previous month shall be applied for arriving at the quantity



received in a month & form basis for determining shortages for the purpose of calculating penalty.

The total received quantity of a particular material is the sum of quantities received from both the sources (Kirandul & Bacheli).

## **6.0 Penalty:**

### **6.1 Penalty for Shortages:**

Penalty will be levied as per the slabs mentioned below for the shortages beyond 0.5%.

<b>Shortage</b>			<b>Penalty @</b>
Above 0.5%	upto 1.5%		Rs 1.00 per MT for the quantity which is in excess of 0.5% upto 1.5%
Above 1.5%			Rs.20.00 per MT for total shortage quantity beyond 1.5%.

For deciding percentage of shortage, if any in a month for calculation of penalty, the material wise (Iron Ore Fines, Iron Ore Lumps and CLO) total receipts at plant during the month shall only be considered.

### **6.2 Penalty For Over loading**

In case excess quantity is found and Penalty is levied by Railways, the loading supervision charges for the rake are not payable in the event penalty levied by railways for that particular rake exceeds the loading supervision charges.

In the event, penalty levied by Railways is less than the loading supervision charges for that particular rake, then the payment shall be restricted to the extent of difference of loading supervision charges and the penalty levied by Railways.

Further, in case Railways impose excess loading penalty for non-compliance of load adjustment for any wagon(s), no service charges for corresponding rake will be paid to the agency.

If the information of such cases by railways is delayed and payment is released to the party, the same shall be recovered in the subsequent bills.

### **6.3 Penalty For Under loading**

In case of quantity loaded is found below the carrying capacity of the wagon (as

per Railway weight), in such case, the amount equal to Loading Supervision charges of the under loaded quantity shall be recovered as penalty.

#### **6.4 Penalty for failure in Materialisation:**

Penalty will be levied as mentioned below if the materialization is less than 90% on quarterly basis:

Item Description	Penalty for the quantity short received less than 90% of Quarterly fulfillment (based on monthly projection) in Rs /MT
Iron Ore Fines	1.00
Iron Ore Lumps & CLO	2.00

#### **6.5 Penalty for Empty wagon/Sick wagon & Wagon load charges**

If the freight for a rake is charged on “Wagon Load” basis and/or if Railways levy freight for any wagon(s), which on arrival is found to be an empty wagon(s), then the agent should obtain necessary valid/authorized certificate issued by competent authority from Railways should not be less than Area Railway Manager (ARM) of the loading point. No service charges for such rakes shall be paid, if the agent fails to submit such valid certificate”.

#### **7.0 BILLING PROCEDURE & PAYMENT TERMS :**

Monthly bills in triplicate complete in all respects along with despatch particulars, shall be submitted to DGM (MM-PUR) Visakhapatnam Steel Plant, Visakhapatnam-530 031.

The Bill amount shall be released on 60<sup>th</sup> day from the date of receipt of Bills complete in all respects. The payment shall be made to the credit of Party's Bank account by Electronic Fund transfer (EFT) / RTGS. The successful tenderer has to submit Bank account details in the prescribed proforma of the Company after receipt of LOA.

Statutory deductions like Income Tax etc., deductible at source, if any, shall be made at source as per rules prevailing and certificate shall be issued to that effect.

The payment shall be made for the actual quantity supervised by the Agent appointed for 'Loading Supervision Job' and received by VSP as per the certificates issued by RINL-VSP's Raw Materials Dept. w.r.t the quantity as received by VSP after adjusting penalty or other recoverable amounts, if any.

For the diverted rakes ie., the rakes supervised by the Agent appointed for 'Loading Supervision Job' but not received by VSP and for the rakes received by VSP and not supervised by the 'Agent appointed for Loading Supervision Job', payment shall not be made.

## **8.0 SPECIAL TERMS AND CONDITIONS:**

The 'Agent appointed for Loading Supervision Job' shall be required to render all services as may be required by VSP in connection with the procurement and despatch of Iron Ore Fines, Iron Ore Lumps and CLO from the Mines from time to time.

The 'Agent appointed for Loading Supervision Job' shall make all endeavor in assisting VSP to obtain better quality of Iron Ore Fines, Iron Ore Lumps and CLO.

The 'Agent appointed for Loading Supervision Job' shall make timely representations to the Mines for poor quality of Iron Ore Fines, Iron Ore Lumps and CLO arising out of mixing up of foreign material and inform the same to VSP immediately.

The 'Agent appointed for Loading Supervision Job' shall keep VSP informed about the Iron Ore Fines, Iron Ore Lumps and CLO supply position as well as suggest measures if any, for improvement.

The 'Agent appointed for Loading Supervision Job' shall keep VSP informed about the name and addresses of his representatives posted at loading points for VSP's jobs and also the details of the officials authorised to sign on the reports, statements etc.

The 'Agent appointed for Loading Supervision Job' shall provide assistance to VSP officials who may visit the Mines/Railway officers for discussions pertaining to Iron Ore Fines, Iron Ore Lumps and CLO supplies / movements and other related matters.

The 'Agent appointed for Loading Supervision Job' shall co-ordinate with Railways and NMDC in case of specific problems.

## **9.0 GENERAL CONDITIONS OF CONTRACT:**

The 'Agent appointed for Loading Supervision Job' shall not assign this contract or any part of it, if awarded to him, to any person / Organisation or give sub-contract or sublet without the written consent from RINL / VSP.

RINL, VSP reserves the right to appoint more than one agency / agencies or Contractors for this very job during the currency of this contract and such an act shall not confer any right on the 'Agent appointed for Loading Supervision

Job' for any compensation or alteration of the terms of this contract.

***RINL, VSP reserves the right to terminate this contract, if the performance is found unsatisfactory without any prejudice to other remedies available under this contract.***

#### **11.0 LABOUR LEGISLATION & INDEMNITY:**

The Agent appointed for Loading Supervision Job' shall be solely liable for any injury and / or damage that may be caused to his men or any person due to accident or otherwise. Agent shall be also liable for damages caused to any property by his men or materials while executing this contract. Agent shall indemnify and keep VSP indemnified and save VSP from the losses that VSP may be put to on account of any fault on the part of the Agent.

The Agent appointed for Loading Supervision Job' shall comply with all statutory rules and provisions as applicable to them to carryout this job.

#### **12.0 DISPUTE, ARBITRATION AND JURISDICTION :**

All matters relating to any dispute, which may arise during execution of this contract shall be referred to Arbitration. The Chief Executive of Visakhapatnam Steel Plant or his authorised nominee will act as the sole arbitrator and the decision of the arbitrator shall be final and binding.

In case any legal proceedings are to be instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted at the appropriate civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have jurisdiction.

.....

**ANNEXURE- III**

**TENDER NO. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

**OPEN TENDER FOR LOADING SUPERVISION JOB OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT.**

**PROFORMA FOR PART B: PRICE BID**

**(REFER CLAUSE 3.0 OF ANNEXURE - I OF TENDER DOCUMENT)**

**SCHEDULE OF RATES**

1. Name of the Tenderer :
2. Address :

	Description	Rate ( Rs. Per Ton)
3	Loading Supervision and Shortage minimization and Materialization etc. of Iron ore (Detailed scope of work as per Annexure-II of tender)	Rs._____ (Rupees (in words))
4	Goods and Service Tax (GST) ____%	Rs._____ (Rupees (in words))
5	Total	Rs._____ (Rupees (in words))

(For detailed scope of work refer clause 1.0 to 12.0 of Annexure - II of tender document)

.....  
Signature of the tenderer with stamp

**Note:** The rates quoted shall be inclusive of all charges, duties and taxes including GST as applicable on the date of quotation.

## **ANNEXURE - IV**

### **FORMAT OF BANK GUARANTEE FOR OBTAINING EMD**

- To be typed on Non-judicial stamp paper of the value of Indian Rupees of 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.

#### **FORMAT:**

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM - 530 031, INDIA**

**OPEN TENDER NOTICE FOR LOADING SUPERVISION JOBS OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT**

**Annexure to I.T.T NO. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

To  
Rashtriya Ispat Nigam Limited  
Visakhapatnam Steel Plant,  
Admn. Building,  
Visakhapatnam-530 031.  
INDIA.  
Bank Guarantee No.                      Dt.

#### ***LETTER OF GUARANTEE***

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. **Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018** (hereinafter referred to as the said Invitation to Tender) for 'Appointment of Agency for Loading Supervision jobs of Iron Ore Fines, Lumps & CLO supplies from M/s.NMDC to Visakhapatnam Steel Plant'.

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for (\*\*) Rs. .... and valid upto ..... as guarantee that the tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One hundred and twenty only) days from the date of opening of tenders.

b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee covering 5% ( Five percent) of the value of the contract (including service tax) awarded at the rates and on the terms and conditions accepted by RINL, within 30 (Thirty) days from the date of Acceptance to Tender / LOA or before commencement of work, whichever is earlier.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for 'Appointment of Agency for Loading Supervision jobs of Iron Ore Fines, Lumps & CLO supplies from M/s.NMDC to Visakhapatnam Steel Plant'.

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

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

We, ..... (name of Bank ,branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer and/ or RINL.

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

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 180 days from the due date of opening the tenders.

FOR AND ON BEHALF OF  
(Name of the Bank Branch)  
Name and Address of the Bank:

Signature

Name ( )

DULY CONSTITUTED ATTORNEY AND  
AUTHORISED SIGNATORY

Designation :

## ANNEXURE-V

### FORMAT OF BANK GUARANTEE FOR OBTAINING PERFORMANCE SECURITY

- To be typed on Non-judicial stamp paper of the value of Indian Rupees of 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.
- No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable.

#### **FORMAT:**

**RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM - 530 031, INDIA**

#### **OPEN TENDER NOTICE FOR LOADING SUPERVISION JOBS OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT**

Annexure to I.T.T NO. **Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

#### **PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND**

To  
Rashtriya Ispat Nigam Limited,  
Visakhapatnam Steel Plant,  
Administrative Building,  
Visakhapatnam-530031

Bank Guarantee No

Dt

#### LETTER OF GUARANTEE

WHEREAS M/s\_\_\_\_\_hereinafter referred to as the SELLER) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No.\_\_\_\_\_ Dated\_\_\_\_\_(hereinafter called the said A/T) for 'Appointment of Agency for Loading Supervision jobs of Iron Ore Fines, Lumps & CLO supplies from M/s.NMDC to Visakhapatnam Steel Plant' (hereinafter referred to as the JOB/SERVICE) on the terms and conditions mentioned therein.

2. We, ..... (name of Bank, branch) at the request of the SELLER, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the SELLER of any of the terms and conditions of the said A/T / LOA and/or in the performance of the said A/T / LOA by the AGENCY/CONTRACTOR. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said A/T / LOA or in the performance thereof has been committed by the AGENCY/CONTRACTOR and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER 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) 120 days after the date of Completion of the JOB / SERVICE under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the AGENCY/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 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 dates 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 PURCHASER before the dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER 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 PURCHASER.

5. We, ..... (name of Bank branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T / LOA by the SELLER from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the AGENCY/CONTRACTOR and to forbear or to enforce any of the terms and conditions relating to the said A/T 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 the AGENCY/CONTRACTOR or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, ..... (name of Bank branch) hereby further agree that the Guarantee herein contained is initially valid upto \_\_\_\_\_ and that the same shall be extended further according to the provisions contained herein above.

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 the AGENCY/CONTRACTOR and/ or the PURCHASER.

8. We, .....(name of Bank branch) hereby further agree 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  
AUTHORISED SIGNATORY

Designation  
(Name of Bank Branch)

**TENDER NO Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018**

**OPEN TENDER FOR LOADING SUPERVISIONS JOBS OF IRON ORE (FINES, LUMPS & CLO) SUPPLIES FROM M/s NMDC TO VISAKHAPATNAM STEEL PLANT.**

**PROFORMA OF LETTER OF ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED IN THE TENDER (REFER CLAUSE 11.0 OF ANNEXURE - I OF TENDER DOCUMENT)**

To  
THE GENERAL MANAGER (MM)  
BLOCK - A, PURCHASE DEPARTMENT  
ADMINISTRATIVE BUILDING,  
RASHTRIYA ISPAT NIGAM LIMITED,  
VISAKHAPATNAM STEEL PLANT,  
VISAKHAPATNAM-530031

Dear Sir,

Sub: Your Tender Notice No. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018

With reference to your Tender No. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018, for appointment of Agent for Loading Supervision Jobs of Iron ore (Fines, Lumps & CLO) supplies from M/s National Mineral Development Corporation, Bailadilla to Visakhapatnam Steel Plant, we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

\*\*\* There are no other deviations to the above captioned tender  
(or)

\*\*\* Statement of deviations is enclosed to this letter.

The attached form is filled in and is duly signed for your ready reference in agreement with vital eligibility criteria

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

" \*\*\* " : Strike off whichever is not applicable.

**Note:** If there is any deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with the offer.

**Form attached with Annexure-VI of ITT**

1. Name of Bidder :

2. Postal Address for Correspondence :

Telephone number :

FAX number :

Email Address :

3. Details of Bid Money :

4. Pre-Requisite Qualifications: (Clause No.4.0 of Invitation to Tender)

Sl. No.	Particulars	Confirm Yes/No
a)	That the tenderer has handled Loading supervision jobs /contracts valuing not less than Rs.1,00,00,000/- during each of the preceding 3 years.	
b)	The tenderer had a turnover of Rs.2,00,00,000/- in at least any one year during the preceding 3 years.	
c)	Copies of work orders from at least two reputed organisations during any one year of the preceding 3 years for a minimum value of Rs.1,00,00,000/-.	
d)	Apart from Experience in handling & loading supervision, liaisoning with railways and Seller for movement of Iron Ore/Coal/Limestone/dolomite /coke/Minerals & Ores by Rail for a minimum period of 2 years during the last 5 years ending March 2018 for an average quantity of 1.5 Lakh tons per month (physical movement by Rail only) to any PSU/Power house of Government Department/Major customers. Certificate from the client (s) regarding Physical movement and Shortage Performance by Rail only must be submitted	

5. Please submit the relevant documents and give the details in the format given below.

Sl No	Name of work executed	Organisation	Value of work	Volume of work	Period of contract	Performance certificate

6. Whether full fledged office is available at present or you will be able to establish office as per para 4.0 (e) of our invitation to tender? (Yes/No)

7. Documents enclosed in support of your reply at para 5 above (Yes/No)

(Signature and Seal of Tenderer)

**(ANNEXURE- VII TO TENDER NO. Pur.8.66.PA/IRONORE/0022, Dt.21.05.2018)**  
(Refer Clause No.10.0 of Annexure-I to Instructions to tenderers)

**INTEGRITY PACT**

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

And

..... hereinafter referred to as **"The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid down organizational procedures, a contract for **(nature of contract, in brief)**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate Independent External Monitor(IEM) by name, from the panel of IEMs, at the tender stage, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

**Section 1 - Commitments of the Principal:**

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

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
  - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
  - b. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
  - c. The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - d. The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.
  - e. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

### **Section 4 – Compensation for Damages:**

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

and remedies available to the Principal under the relevant General conditions of This is apart from the exclusion of the Bidder from future tenders as may be imposed 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 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 dulyfurnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

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

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

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

(Office Seal)

Witness 2:

(Name & Address)

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