RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
Marketing Department, C-Block, 1st floor Main
Administrative Building, Visakhapatnam-530 031
Phone: 0891-2762249 Fax: 0891-2518316
Visit us at www.vizagsteel.com
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
This document is issued to:

Shri/Messers: ----------

After receiving Rs.1, 000/- towards cost of application document

DD/B.Ch.No._____Dated _____

_

On

(Signature of the Application Issuing Authority)

This document is downloaded from www.vizagsteel.com by:

Shri/Messers:

_____

And the cost of application document is remitted with the application by

DD/B.Ch.No._____Dated_____on

(Signature of the Applicant)

(Strikeout whichever is not applicable)

ROAD TRANSPORTATION OF STEEL MATERIALS OF VSP

This document consists of:

1) Notice Inviting Applications for Empanelment

2) Instructions to Applicants

3) Application Form

4) Declaration of particulars

5) Terms and Conditions of Contract

6) Integrity Pact

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NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF TRANSPORTERS
REF: VSP/MKTG/TR/EMP/01 OF 2019 – 21 DT 09.11.2018

Applications in the prescribed Form are invited from experienced / established agencies for Empanelment as transporters, initially for a period of 3 years, by RINL/VSP for Road Transportation of Steel materials from RINL Plant/stockyards/CSA Locations/Other RINL authorized locations to various stockyard destinations, CSA locations and other destinations, located throughout the country, through the Reverse Auction Process. Location of RINL branches/stockyards are as follows:

S.No	Region	Regional Office Location	Branches & stockyards under the Region
1	Andhra	Visakhapatnam	1) HQ Sales–Visakhapatnam 2) Hyderabad 3) Vijayawada.
2	East	Kolkata	1) Kolkata 2) Bhubaneswar 3)Patna
3	West	Mumbai	1) Mumbai 2) Nagpur 3) Pune 4) Ahmedabad 5) Indore (Bhopal & Jabalpur)
4	North	New Delhi	1) Agra 2) Chandigarh (Damtal) 3) Dehradun 4) Ghaziabad 5) Faridabad 6) Jaipur 7) Kanpur 8) Ludhiana 9) Delhi
5	South	Chennai	1) Chennai 2) Coimbatore 3) Kochi 4) Bengaluru

RINL reserves the right to add new destination /delete any existing destination depending upon the requirements.

1. Availability of Application: The applications along with terms & conditions are available for sale in the Office of Deputy General Manager (Mktg)– Contracts & Stockyard at the above address on all working days, for empanelment based on the fulfillment of requirements as mentioned in the application form.

The application along with terms & conditions is also available on VSP's website www.vizagsteel.com for downloading on all days. The application downloaded from website shall be equally legally valid for participation in the empanelment process on par with the applications purchased from the Company through manual process. In case, the application is downloaded from website, the Demand Draft for Rs.1,000/- towards the cost of application should be submitted along with the application.

2. **Cost of Application**: The cost of Application Rs. 1,000/-(Rupees One Thousand only) should be paid by Account Payee Demand Draft drawn in favor of RASHTRIYA ISPAT NIGAM LIMITED on any **Scheduled Commercial Bank** payable at Visakhapatnam or at concerned BSO/RO Location. No other mode of payment shall be accepted. The submission of cost of application by MSMEs is governed by Govt.notification.Proof of registration for relevant service with concerned authority i.e.presently NSIC as MSMEs is to be submitted.

3. ***Last date for submission of Application:*** The Period of Empanelment shall commence with effect from **01.01.2019.** The applications that are complete in all respects, along with relevant documents, and are received on or before **0 8 .12.2018**, shall be considered for issue of Empanelment Certificate for participation in the first Auction during **Jan'2019 to March'2019**.However, the Empanelment would remain a continuous process.

4. ***Empanelment period:***

The empanelment shall be initially valid for a period of 3 years i.e., from **01.01.2019 to 31.12.2021**. However, for the transporters who have submitted valid application along with terms & conditions after **0 8 .12.2018**, the empanelment period will be from the date of issue of empanelment certificate until **31.12.2021.**

The Empanelment beyond **31.12.2021** 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 IBA certificate and extension of BG for SD in line with the revised terms and conditions. Extension is at the discretion of RINL, VSP.

Empanelment shall be under two categories:

(a) Regional Category:

Transporters whose operations are limited to any of the above said regions can choose this category.

(b) All India Category:

Transporters interested to operate in more than one of the above said regions or between two regions can opt for this category.

In case of FOR transportation, the Contract period shall vary.

5. **Reverse e-auctions Periodicity:**

For Stock transfer:

Contracts for Road Transportation of steel materials from Plant to RINL-VSP stockyards, CSA locations, Other RINL authorized locations on stock transfer basis shall be finalized by Marketing-HQ through the process of reverse e-auctions. Details of reverse auctions shall be intimated in advance (min. 2 days) to all empanelled transporters through email/SMS. Reverse e-auctions shall be generally conducted in the preceding month for every calendar quarter (April-June, July-September, August-December). The contract period for road transportation contracts w.r.t. Stock transfer is generally for calendar quarter. Further, Instant reverse e-auctions for shorter periods also may be conducted, if felt necessary, to meet specific requirements during the quarters.

For FOR deliveries/Inter Branch Stock Transfer:

Contracts for Road Transportation of steel materials from RINL Plant/ Stockyards/CSA Locations/Other RINL authorized locations to various destinations including customer locations throughout the country on FOR basis shall be finalized by the concerned BSO/RO through the process of reverse e-auctions. Details of reverse auctions shall be intimated in advance (min. 1 day) to all empanelled transporters through email/SMS. Reverse e-auctions shall be conducted as and when required by the BSO/RO. The Contract period shall vary (not exceeding 6 months) for FOR deliveries and 3 months for IBST depending on the requirement of the Company.

Further details required, if any, related to the process of reverse auction shall be communicated to the empanelled transporters as and when required.in the reverse auction.

6. Special conditions: The applications (signed with date and seal) should be accompanied by the following.

6 (i) (I) For All India category empanelment:

(a) Copy of recommendation from Indian Banks' Association (IBA) valid upto Minimum period of 4 months from the last date of submission of Application, duly notarized OR a certificate in original from a practicing Chartered Accountant showing proof of annual freight earning of at least **Rs 1.00 Crore** through Road Transportation, in any of the preceding three (3) financial years.

(b) A certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

6(i) (II) For Regional category empanelment:

(a) Copy of recommendation from Indian Banks' Association (IBA) valid upto Minimum period of 4 months from the last date of submission of Application, duly notarized OR a certificate in original from a practicing Chartered Accountant showing proof of annual freight earning of at least Rs 20 lakhs through Road Transportation, in any of the preceding three (3) financial years.

(b) A certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

6(ii) Notarized affidavit (Original) stating that the applicant is not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings.

6(iii) 1: Earnest Money Deposit (EMD) Earnest Money Deposit for a value Rs. 1.75 Lakhs in the form of A/c payee DD drawn in favor of RINL, payable at Visakhapatnam. Payments through NEFT/RTGS mode are also accepted. The submission of EMD by MSMEs is governed by Govt. Notification. Proof of registration for relevant service with concerned authority i.e.presently NSIC as MSMEs is to be submitted.

2: However, any transporter who is interested to empanel himself under Regional category, the Demand Draft for EMD shall be payable at the concerned Regional Office Location.

6(iv) Security Deposit (SD): Security Deposit for a value of **Rs 15 Lakhs** either in the form of A/c payee DD drawn in favour of RINL, payable at Visakhapatnam (Payments through NEFT/RTGS mode are also accepted) or in the form of BG (as per Annexure-A enclosed) issued by any ***Scheduled Commercial Bank*** where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed***) shall be valid up to 31.12.2022. However the BG shall be dated on or after the date of publication of "application for empanelment".***

Further, any transporter who is interested to empanel himself under Regional category, the applicable **SD amount is Rs. 5 lakhs** only instead of Rs. 15 lakhs. If the payment is by way of Demand Draft, the same shall be payable at the concerned Regional Office Location.

7. **Regional Category empanelment:**
Cost of application, EMD & SD shall be accepted at all Branch Sales Offices, Regional Offices.

All India Category empanelment:
Cost of application, EMD & SD shall be accepted in the Office of DGM (Mktg)– Contracts, Main Admin Building at Visakhapatnam.

The submission of EMD by MSMEs is governed by Govt. notification. Proof of registration for relevant service with concerned authority i.e. presently NSIC as MSMEs is to be submitted.

The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD.

8. Contact Person:
For Regional Category Empanelment: RM of concerned RINL Region
(Kindly visit www.vizagsteel.com-> Marketing->Network->Regional Offices & Other divisions for Phone numbers)
For All India Category Empanelment: AGM (Mktg) - Contracts,/DGM(Mktg)- Contracts 0891-2421046/2421104

9. The qualified transporters should produce the originals of the documents/certificates for verification by VSP whenever called for. Failure to do so, the same would result in disqualification and forfeiture of Earnest MoneyDeposit.

10. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines inforce.

11. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non receipt of applications or applications by post.

12. Rashtriya Ispat Nigam Limited reserves the right to issue / refuse to issue ***application*** and to accept or reject any or all ***applications*** either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

DEPUTY GENERAL MANAGER (MARKETING) - CONTRACTS

Marketing Department
C-Block, 1st floor,
Main Administrative Building
Visakhapatnam Steel Plant
Visakhapatnam - 530 031
Phone: 0891-2762249 Fax: 0891-2518316
RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

INSTRUCTIONS TO APPLICANTS

Following are Instructions to the applicants for Empanelment and for proposed reverse auction for Road Transportation of Steel materials from VSP, Visakhapatnam, AP to various destinations

1. ***The applicant should fill in the "Application Form" and " Declaration of Particulars" forming part of the documents to be submitted along with the application***.

2. The ***applicant*** should duly sign on every page of the application documents including the Terms and Conditions of Contract as a token of acceptance of the same with the rubber seal of the Company/Firm, indicating the name and the status of the signatory.

3. The ***applicant*** may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the transportation is envisaged to be carried out and familiarize himself with the nature and magnitude of the services required from him including requirement of operational facilities. By submitting an application, it shall be deemed that the applicant is fully familiar with all the works connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices.

4. RINL/VSP shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, an estimated firm quantity to be transported against each item of auction along with the schedule of auction will be intimated in advance to all the empanelled transporters before bidding under each reverse auction. The estimated firm quantities given are purely indicative and projected only to enable the transporter in arriving at the value of the ***auction*** and the approximate facilities required to be provided by him. The Contractor 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.

5. RINL reserves the right to add/delete destinations to the destinations already mentioned in the notice inviting applications along with terms & conditions for empanelment depending upon the requirement in future.

6. The ***applicant*** should have his own Branch Offices or Authorized Agents at Visakhapatnam as well as at the Destinations to be quoted for and submit the list of existing Branch Offices and Authorized Agents. Wherever Branch Offices / Authorized Agents do not exist at the Destinations to be quoted for, the same should be opened / appointed within 7 days from the date of issue of work order after the auction.

7. (a) The applicant should have recommendation of Indian Banks Association (IBA) and submit a copy of the recommendation valid up to a minimum period of 4 months from the last date for submission of application duly notarized (OR) submit a certificate in original from a practicing Chartered Accountant (CA) showing proof of annual freight earning (at least Rs 1.00 Crore through Road Transportation for All India category empanelment/at least Rs 20 lakhs through Road Transportation for Regional category empanelment) in any of the preceding Three (3) financial years along with terms & conditions.

(b) The applicant shall also submit a certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

(c) Applications without the requisite documents as mentioned at para-(a) & para-(b) above shall not be considered for Empanelment and summarily rejected.

8. The application should be accompanied by:

(a) Earnest Money Deposit (EMD) for a value of Rs.1.75 Lakhs in the form of A/C Payee DD drawn in favor of RINL, payable at Visakhapatnam or at concerned BSO/RO location. Payments through NEFT/RTGS mode are also accepted. The submission of EMD by MSMEs is governed by Govt. notification. Proof of registration for relevant service with concerned authority i.e. presently NSIC, as MSMEs is to be submitted.

(b) Security deposit (SD) for a value of (Rs 15.00 lakhs for All India category/Rs. 5 lakhs for Regional Category) either in the form of A/c payee Demand Draft (DD) drawn in favor of RINL, payable at Visakhapatnam (or at concerned RO location as applicable) in the form of Bank Guarantee (BG) (as per the format provided at Annexure-A) issued by any of the Scheduled Commercial Bank valid up to **31/12/2022** from the date of issue of BG. However, the BG shall be dated on or after the date of publication of the notice inviting for applications for empanelment. Payments through NEFT/RTGS mode are also accepted.

9 **(a)** This Earnest Money Deposit (EMD) is to establish the earnestness of every offer of the applicant, through out the period of Empanelment, so that he does not withdraw, impair or modify the offer within the validity of the offer and Security Deposit (SD) is for execution of every contract/contracts awarded to him as per the terms and conditions of the contract and for compliance of all terms and conditions of empanelment. In case of withdrawal /impairing /modification of any of the offers of the applicant, the employer will forfeit the EMD and it will be the responsibility of the applicant to immediately reinstate the EMD .In case of non performance of any of the contracts awarded to the applicant or non compliance 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.The applications without EMD & SD shall not be considered for empanelment. ***Incase of non confirmation of BG or non realization of amount of DD such applications will not be considered for empanelment.***

(b) In case of withdrawal/impairing/modification of any of the offers by MSME applicants, who have not submitted EMD, are required to deposit the EMD amount of Rs. 1.75 lakhs mentioned at para 6 (iii) for forfeiture of the same, failing which the same will be recovered from SD for forfeiture.

(c) GST shall be applicable on forfeiture of EMD/security deposit, if levied by the employer on the applicant/contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries.

10. The applicant shall submit Original notarized affidavit (in Rs 100/- non judicial stamp paper) to be sworn in by any of the Director/Managing Director in case of companies, Managing Partner or any of the Partner in case of firms, Proprietor incase of proprietorship firm that they are not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings.

11. At present Electronic tracking system is not implemented in VSP. In the event of VSP implementing any form of vehicle tracking system in future, the applicants may be required to adhere to certain mandatory requirements

like punching, swiping of cards etc to enable the Electronic Tracking System to function, as advised by VSP from time to time.

12. The applicant shall, along with the application furnish self attested (signed with date and seal) copies of all the relevant documents called for. These shall inter-alia include the following documents. Wherever, a copy is submitted, the same shall be duly authenticated either by a Notary or by a Government Gazetted Officer.

i) Application document issued by VSP/Down loaded from VSP's Website, duly filled & signed on all pages by the applicant, including the Terms and Conditions of Contract as token of acceptance thereof.

ii) (a) Copy of valid recommendation from Indian Bank's Association (IBA) as mentioned at Para-7 above and duly authenticated either by a Notary or by a Government Gazetted Officer OR original certificate from practicing Chartered Accountant (CA) showing proof of annual freight earning (at least Rs 1.00 Crore through Road Transportation for All India category empanelment / at least Rs 20 lakhs through Road Transportation for Regional category empanelment) in any of the preceding three (3) financial years.

(b) The applicant shall also submit a certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

iii) Earnest Money Deposit for a value of Rs 1.75 lakhs and Security Deposit of Rs 15/5 Lakhs as mentioned at Para 8 above.

iv) A notarized affidavit (Original) as mentioned at para-10 above.

13. The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD. Further, they will be informed about the modalities of reverse auction process and registration for participation in reverse auction process etc.

14. Applications incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The applicant should be in a position to produce originals of all the above documents whenever called for. Failure to produce the originals in support of the attested copies of the above documents submitted earlier should result in disqualification and forfeiture of EMD.

15. If it comes to the notice of VSP at any stage right from request for enlistment / application document that any of the certificates/documents submitted by applicants for enlistment are found to be false/fake/doctored, the applicant shall be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded, Security Deposit etc, if any, shall be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP shall also be terminated with attendant fallouts like forfeiture of Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management shall be final and binding.

16.1 The ***application*** shall be submitted in a sealed envelope, which shall contain the following:

a) Covering letter.

b) ***Application*** issued by VSP/downloaded from Web Site duly filled in & signed on all pages including declaration of particulars, Terms and Conditions of Contract in token of acceptance.

c) Cost of the ***application*** (Rs. 1,000/-) in case it is downloaded from VSP's website.

d) EMD for a value of Rs 1.75 Lakhs & SD for a value of Rs 15/5 lakhs

e) All other documents & information as mentioned at Para 12 above

This envelope shall be super scribed as "Application along with terms conditions against notice no……for invitation for Empanelment of transporters".

16.2 The applicant should not alter the Terms and Conditions of Contract and other documents issued along with the application by RINL/VSP or down loaded from Website.

If he wishes to stipulate any deviations/counter conditions to the Terms and Conditions of Contract etc., the same should be given in the covering letter only. RINL/VSP reserves the right to accept / reject the deviations/counter conditions.

Further, if the applicant fails to withdraw the deviations/counter conditions, on being requested to do so, RINL/VSP shall have the right to reject the application.

17. The applicant's offer for empanelment of transporters submitted as above should be kept valid up to **31.12.2021**. The same shall be mentioned in the covering letter**.**

18. RINL conducts reverse auctions from time to time for Stock Transfer & FOR Deliveries as per the details given below. Details of reverse auctions shall be intimated generally in advance (at least 1-2 days prior to the date of reverse e-auction) to all empanelled transporters through email/SMS. Indicative quantity, Transit time, Minimum Daily Quantity (MDQ) and Contract period shall vary for each destination and shall be mentioned in the NIT / auction notice.

(i) In case of Road Transportation of steel materials from Plant to RINL-VSP stockyards & CSA locations (wherever required) reverse e-auctions shall be conducted by Marketing- Contracts-HQ of RINL. Indicative quantity and Contract period may be as below:

(a) Destinations where Stock Transfer is consistent for a given quarter, the contract period shall be for a quarter.

(b) Destinations where Stock transfer is on exigency (due to the reasons like shortage of rakes during the month, additional demand with short notice etc.), the contract period shall be less than a quarter to fulfill the dispatch plan for a given period.

(ii) In case of Road Transportation of steel materials:

(a) From one branch stockyard to another branch stockyard/ from branch stockyards to CSA locations (wherever required), etc., on stock transfer basis.

(b) From Plant/stockyards/CSA Locations/Other RINL authorized locations to various customer destinations located throughout the country on free on road (FOR) basis

Reverse e-auctions shall be conducted by respective Regional offices of RINL.

No separate EMD will be collected for participating in the reverse auction. The Security deposit submitted with the application will be considered as a security deposit for the transportation contracts awarded under reverse auction.

19. The prices offered in each reverse auction process shall be valid for the entire contract period.

20. The transporter can quote for any number of items in the reverse auction process. There is no restriction in award of number of items to transporters in the event of them being L-1. RINL reserves the right to award the contract to more than one transporter against a single item under the same e-auction subject to matching of L-1 rate by L-2/L-3/L-4 etc. transporters in that order. In case the more than one transporters are allowed, it will be ensured that the L-1 tenderer gets higher proportion of the indicative quantity. Ratio for quantity distribution among the transporters (to be mentioned in the e-auction notice) shall be arrived at based on the following table:

S. No.	No. of transporters	% of Qty distribution
1	1	100
2	2	67:33
3	3	50:25:25
4	4	40:20:20:20

21. In case of notice of any cartel formation, VSP reserves the right to cancel the ***auction***.

22. RINL/VSP reserves the right to accept / reject anyor all ***applications*** either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

23. RINL/VSP reserves the right to negotiate with the Central Government Departments/ Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest ***quoted price*** and award the work as per the guidelines issued from time to time by Government of India.

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

25. The applicant shall be required to enter into an Integrity Pact with Rashtriya Ispat Nigam Ltd (RINL), in the format given at Annexure L in the terms & conditions of the contract.

To

The General Manager
(Marketing) Marketing
Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031

Dear Sir,

Sub: Application for empanelment of Transporters for Road Transportation of Steel materials from RINL Plant/Stockyards/CSA Locations/Other RINL authorized locations to various stockyard destinations, CSA locations and other destinations, located throughout the country, through the reverse auction process.

Ref: ***Notice inviting applications along with terms & conditions for empanelment vide no***. **VSP/MKTG/TR/EMP/01 of 2019-2021 Dt. 09.11.2018**

With reference to the cited notice for empanelment with RINL/VSP for Road Transportation of Steel Materials from RINL Plant/Stockyards/CSA Locations/Other RINL authorized locations to various stockyard destinations, CSA locations and other destinations, located throughout the country, through the reverse auction process, 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 31.12.2021.

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 Transporters for Road Transportation of Steel materials from VSP, Visakhapatnam, AP to various destinations through the process of reverse auction which shall be deemed to form an integral part of this offer.

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 1.75 Lakhs only (Rupees One Lakh Seventy Five Thousand only) towards Earnest Money Deposit & Rs 15.00/5.00 Lakhs (Rupees…….. only) towards Security Deposit, in favor of RINL, Visakhapatnam Steel Plant payable at Visakhapatnam or Bank Guarantee in the format at Annexure-A for Rs 15.00/5.00 Lakhs (Rupees……. Only) towards SD respectively, issued by----------(Name of the ***Scheduled Commercial Bank***).

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) Copy of Partnership Deed duly attested shall be 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**

Freight Earnings in

2013-2014	:
2014 -2015	:
2015- 2016	:
2016 -2017	:
2017- 2018	:

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

Turnover in

2013-2014	:
2014 -2015	:
2015- 2016	:
2016 -2017	:
2017- 2018	:

7. Are you having recommendation of Indian Banks Association (Copy of recommendation valid ***up to a minimum period of 4 months from the last date of submission of application to be submitted***)

8. Indicate your Income Tax Permanent Account No. :

9. List of Branch Offices or authorized agents at Visakhapatnam as well as at the Destination Branches (mentioned at Annexure I & J), their addresses & contact phone nos. to be enclosed.

10. Are you willing to open Branch Offices /appoint authorized agents within 7 days of placement of order, wherever Branch Offices / authorized agents are not existing, as above

11. 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)

12. Do you own any trucks and trailers .If so, furnish details of Make, Capacity, Registration No.

For

Signature _____

Full Name _____

Seal/Rubber Stamp

Date:

RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT

TERMS AND CONDITIONS OF CONTRACT

FOR ROAD TRANSPORTATION OF STEEL MATERIALS OF RINL, VSP

1.1 This document specifies only the scope of work and the terms and conditions under which the contract work shall be executed by the Contractor.

1.2 In the Contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.3. The "Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant having its Registered Office at Administrative Building, Visakhapatnam Steel Plant,Visakhapatnam-530031 (AP) and includes it's representatives, successors and assigns.

1.4. The "Contractor" shall mean the person / persons / firm or Company whose ***application*** has been accepted by the Employer and includes the Contractor's representative(s), successors and permitted assignees.

1.5 "Executive I/c" shall mean the following executives of RINL-VSP.

Ex-plant STAs/SOs	:	I/c Mktg-Logistics section
For FOR SOs	:	Sr.BM of SO issuing branch
For IBST STAs/SOs	:	Sr. BM of STA/SO issuing branch

1.6 The word "Fine", wherever it occurs in the contract, shall mean a sum of money to be imposed by the Employer in the event of non- Compliance Of a Contractual obligation by the contractor.

2.1 In consideration of the payments to be made by the Employer, the Contractor shall be responsible for transportation of all types of Steel materials of the Employer as may be required by him.

2.2 The contract rates agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the contract.

2.3 All the material shall be deemed to be in the possession of the Contractor and in his care and custody, at his risk and responsibility from the moment these have been delivered to and accepted in writing by the Contractor or his representative at the loading point and till such time these are delivered to the Consignee under proper acknowledgement.

2.4 It shall be deemed that the Contractor is fully familiar with all the work connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central,State or Local Authorities etc.and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. For this purpose, the Contractor shall provide the requisite number of trucks / trailers and manpower. No claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.

2.5 The Employer shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, a firm indicative quantity to be transported will be provided to him before start of each reverse auction process, which the Contractor shall be deemed to have read and understood. The firm indicative quantities given are purely indicative and projected only to enable the ***transporter*** in arriving at the value of the ***auction*** and the approximate facilities required to be provided by him. The Contractor shall have no claim against the

Employer, in case any of his trucks / trailers / 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.

2.6 The mere mention of transportation to any destination in this Contract does not by itself confer the right on the Contractor to demand that the transportation of all the material to the destination should necessarily or exclusively be entrusted to him at all times.

3.0 Periodicity of various transportation contracts are given below:

S. no	Title	Details
1	Ex-plant STAs/SOs	The Contracts shall be finalized on a) Quarterly basis (Apr-Jun, July-Sep, Oct-Dec, Jan-Mar) and/or b) Instant basis (Less than a quarter period as and when required)
2	For IBST STAs/SOs:	The contracts shall be finalized as and when required. The contract period shall vary in accordance with the requirement of the Company and shall be for a maximum period of 3 months from the date of issuance of Work order.
3	FOR deliveries from Plant /BSO/ Other RINL authorized locations.	The contracts shall be finalized as and when required. The contract period shall vary in accordance with the requirement of the Company depending upon the delivery schedule agreed with the customer and shall be for a maximum period of 6 months from the date of issuance of Work order.

However, the Employer shall have the option to terminate the contract at any time during the period of the contract by giving one week written notice without assigning any reason. No compensation shall be payable on this account.

In case of FOR delivery contracts, the Employer shall also have the option to extend the contract for a maximum period of 30 days beyond the original contract period at the same rate, terms& conditions to service the pending/residual order quantities.

4.1 In case the Security Deposit falls short due to partial/full encashment/adjustment, the same shall be made good within 7 days so that the total amount of security deposit shall not be less than the specified amount (Rs. 15 lakhs in case of All India Category and Rs. 5 lakhs in case of Regional category). ***In case the Contractor fails to do so, the Employer reserves right to terminate his empanelment including termination of pending contracts.***

4.2 The EMD &SD shall be refunded only after the expiry of empanelment period and satisfactory performance of the work and on completion of all the obligations by the Contractor under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the transporters. Before refund of the EMD &SD, the Contractor shall submit a No Claim Certificate in the format at Annexure-B to the effect that no claim by him is pending for consideration by the Employer. No interest shall be payable on the EMD &SD. RINL,VSP reserves its right to recover any dues/penalties from the transporter from EMD/SD at any point of time.

5. In case the empanelment is on the basis of IBA recommendations, the recommendation of Indian Banks Association (IBA) shall be revalidated and kept valid throughout the period of empanelment. In case the validity is expiring during the empanelment period, the Contractor shall revalidate the recommendation one month before the expiry and submit a copy of the same to the Employer. In case they fail to do so, ***their names will be deleted from the empanelled list and they will not be allowed to participate in the forthcoming Reverse Auctions.***

6.1 The contractor shall maintain his own Branch Offices / Authorized Agents at Visakhapatnam as well as at the destinations through out the period of contract. Wherever Branch Offices / Authorized Agents are not existing, the same shall be opened / appointed within 7 days from the date of placement of order. .

6.2 The Contractor shall keep responsible and experienced representatives at their Branch Offices at all times to give necessary information and to take directions from the Employer.

7.1 The Contractor shall be responsible for collection of Stock Transfer Advices (STAs) **/** Sales Orders (SO)/ Loading Slip cum Gate Pass (LSGP) from the concerned office on regular basis. Failure to collect STAs **/** SOs **/** LSGP shall not absolve ***the Contractor from the consequences arising from such failures.***

In case of Sale Orders for FOR/IBST deliveries, the concerned BSO shall forward a copy of SO to the transporters through email for commencement of work. The transporters shall arrange for collection of original SOs from the respective branch offices.

7.2 The Contractor shall ensure placement of vehicles for lifting Minimum Daily Quantity (MDQ) (tons per day as indicated in e-auction notice) with reference to the sum of balance quantities of STAs/SOs in hand on each day (excluding the Quantities of STAs/SOs issued on that day) issued against a particular work order.

In case, the transporter fails to comply with the MDQ as indicated above on any day, fine at a rate of Rs.30/- per ton per day shall be charged. For the purpose of determining such failure, the cumulative performance of the transporter till that date against the work order shall be considered and any lifting more than MDQ shall be adjusted against the cumulative shortfall of MDQ. The said fine is applicable for the shortfall quantity for each day as well as the backlog quantity, if any.

If the sum of balance quantities of STAs/SOs quantities is less than the MDQ, the liability of transporter is limited to the extent of that quantity only. Similarly, if the material is not physically available for loading/in unloadable condition (as certified by loading authorities in both cases), then the fine on such shortfall quantities for that day shall not be applicable.

While deciding the STA/SO quantity, factors like availability of stocks, transporters' readiness etc. shall be considered. STA/SO shall be issued subject to availability of stocks.

Multiple STAs/SOs under the same Work Order are permitted. Validity of each SO/STA can be extended upto the last day of validity of work order to enable the transporter to complete the lifting. SO/STA can also be closed in advance once the transporter completes the lifting.

The date of Tare weight of the last vehicle placed by the transporter shall be considered as the ending date for the purpose of STA/SO validity period. (However, the STA/SO Quantity short closed by VSP for the reasons attributable to VSP, or short-closed due to balance quantity less than the carrying capacity i.e., less than 21 MT in case of Trucks/ 27 MT in case of Trailers, such quantities shall not be considered under /STA/SO quantity for performance calculation as above)

The fine, if any, shall be recommended and intimated by the concerned Executive I/c (as specified in para 1.5 of T&C) to paying authority (Sr.BM of Recipient branch), for effecting deduction from the transportation bills. If the amount falls short, the same shall be recovered by encashing **/** forfeiture of SD.

7.3 The STAs/SOs with left out quantity less than 17 MT in case of Trucks and 25 MT in case of Trailers shall be short closed at the request of the contractor without imposing any fine on the short-closed quantity. Further, the quantity short-closed as above shall not be considered either for evaluating the performance of the contractor (as per clause 13.5) or for evaluating the performance of the contractor at the end of the contract period (as per clause 13.2). Moreover, if the transporter is interested to lift more than the STA/SO quantity to make up for the Truck load /Trailer load, the same may be considered.

7.4 If it necessitates to finalize transportation contract(s) for shorter periods within the existing contract period for additional quantities with a different MDQ through Instant reverse e-auctions mode, the existing approved transporters, if any, for the said destination shall be requested by e-mail to confirm their willingness in writing by next working day to carry out the intended transportation job at the existing approved rate. Based on such willingness, transportation contract(s) for additional quantities shall be awarded (Quantity will be distributed in the same ratio in case of more than one approved transporters) by issue of separate work order.

If there is no such confirmation available within the said period from any/all the existing approved transporters for the said destination, RINL is free to conduct the Instant reverse e-auction for such quantities and to award transportation contract even for a different rate also. Clause 7.2 of T&C shall be applicable for such additional quantities also.

However, Fine on delayed lifting / Non-lifting shall not apply to the contractor for the quantities lifted beyond 100% of the respective contract/work order quantity.

7.5 Normally, loading of materials into the Contractors' vehicle at RINL Plant/stockyards/CSA Locations/Other RINL authorized locations shall be arranged by the employer and unloading of materials at the destination shall be arranged by the Employer/Customer.
In case unloading of materials at the destination of any customer is required to be arranged by the Contractor, the same shall be indicated in the Sale Order and the Contractor shall be paid @ Rs.30/- per MT. Under no circumstances, demurrages / detention charges shall be payable to the Contractor under this Contract.

7.6 The Contractor shall not load any other cargo belonging to any other party in the Vehicle carrying the Employer's material.

7.7 The Contractor shall ensure that the following documents accompany the vehicle:

a) Employer's Stock Transfer Challan (STC) / Delivery Challan (DC)/Tax Invoice

b) Lorry Receipt (L/R) indicating the following details:

i) Truck / Trailer Registration no
ii) Date of despatch.
iii) Number of Pieces / Coils / Bundles, Measurements (if not standard) and Weight of material despatched

c) Test Certificate for the material despatched, whenever the same is given by the Employer.

d) Way Bill as applicable under CGST/SGST/UTGST Acts & Rules.

7.8 The Contractor shall allow the Employer's representative to travel as escort, free of cost, as and when required by the Employer.

7.9 Transshipment of goods enroute from one vehicle to another vehicle shall not be allowed. The vehicle Registration No., in which material is loaded, shall be mentioned in LR / STC / DA/Sales Order. In case any enroute transhipment becomes inevitable due to breakdown etc., it shall be done only with prior approval of the Employer (Sr.Branch Manager of the Destination Branch or Executive-in-charge or next senior officer of Logistics section (Mktg dept)) after furnishing the reasons for transhipment. However, the transit period including grace period shall be as per annexure I & J. In case transporters fail to seek prior approval of the authority as said above, a penalty of Rs.50 pmt will be levied.

7.10 Transit time (excluding the day of **STC/Tax Invoice** and the day of reporting at the stockyard within working hours) shall be as per details given in annexure I & J. For delay beyond the above specified time, fine shall be levied at the rate of 0.5% of the freight charges per working day, subject to a maximum of 7.5% of the freight charges, except in case of force majeure. In force majeure situations, levy of fine against transit delay is exempted. Only major accidents of the vehicle and other natural calamities like floods and strikes etc. shall be considered as force majeure, which shall be intimated to the Employer by Fax / Email with proof of news paper clippings.

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

7.12 In case of non-delivery of material within 7 days after the expiry of transit time as specified in the annexure I & J, the transporter should assess the expected date of delivery of material and inform the employer accordingly by written communication/fax/e-mail, for such cases where the expected date of delivery is beyond the permissible transit time as specified in Annexure I & J. The letter/communication should be given to the employer within 7 days of expiry of transit time, clearly specifying the location of the vehicle, condition of material and the expected date of delivery. In case of either non-receipt of such communication from the transporter or non-delivery of material within 7 days after expiry of specified transit time, it shall be treated as missing vehicle and recovery shall be made from the transporter at 125% of the price mentioned in the STC/DC/Tax Invoice including freight. In case the transporter gives a letter/communication regarding delay in delivery as stated above, the transporter has to necessarily deliver the material within 15 days from the date of communication, failing which it shall be treated as missing vehicle and recovery shall be made from the transporter at 125% of the price mentioned in the STC/DC/Tax Invoice including freight unless otherwise agreed by the employer by extending delivery period as per the merit of the case. In case, the material is delivered subsequently after recovery as above, the recovered amount will be refunded after adjusting the fine for the delayed period as per clause no. 7.10. Fine as per clause no.7.10 shall be applicable in all cases of delayed delivery.

7.13 After unloading of the material at the destination, the Contractor shall handover

the documents as listed at Clause No. 7.7 to the Consignee. The Contractor shall also obtain the following documents from the Consignee:

a) Acknowledgement from the authorized representative of Consignee along with his name and rubber stamp with the following details on another copy of Lorry Receipt (L/R):
   i) Date of delivery to the Consignee.
   ii) Number of Pieces / Coils / Bundles, Measurements (if not Standard) and Weight of material delivered to the Consignee.

b) Weighment Slips of the Consignee in support of the weights acknowledged on the Lorry Receipt (L/R).

8.1 For the services rendered by the Contractor, the Employer shall pay to the Contractor as per the rates indicated in the Work order. The rates shall be applicable for transportation of material from the Plant premises or any other location within 20km road distance from the city limits of Visakhapatnam to the destination Stockyard of the Employer or any other location of the stockyard or customer within 25 km road distance from the city limits of destination.

8.2 The rates shall remain firm during the entire period of the contract.

8.3 For transportation of all types of Wire Rod coils (WRC) & Rebar Coils (RBC) of all sizes, Blooms up to 6.0 Mtrs length & Ingots, Cut/bent materials of all types / sizes of steel products etc. payment shall be made under the Item 'Steel by truck 'irrespective of the vehicle used for transportation.

8.4 All full length material (including assorted), and cut materials having length beyond 6 mtrs, shall be transported by Trailer. ***However, the employer shall have right to transport cut/bent materials of all types or Blooms up to 6.0 Mtrs & Ingots also by Trailer, depending on the requirement***. ***Coil material shall not be dispatched by trailer under anycircumstances.***

8.5 In case of destinations where the weighbridges available in the stockyard /in the vicinity of the stockyard may not accommodate double axle trucks / trailers, the Contractor has to travel extra distance from the stockyard to the place of weighbridge for weighment at no extra cost. The Contractor shall be deemed to have taken these aspects into consideration. No extra claims shall be entertained from the Contractor on this account.

9.1 The Contractor shall submit his bills every fortnight to the Destination Branch (concerned Branch in case of Deliveries to Customers) of the Employer on the basis of agreed awarded Rates for the material delivered to the consignee in the fortnight along with the following particulars and documents. The Employer (consignee Branch) shall arrange payment on 10th day from the date of receipt of clear bills with required supporting documents by the stockyard I/c of respective Branches. The following are the documents to be submitted by the contractor to the respective Branches for release of payment.

i. Bill containing the details as per format at Annexure-F.

ii. Acknowledgement from consignee for receipt of the material certifying the weight of the delivered material in original with date, time and stamp.
iii. Closed STA/SO – cum – certification for payment of freight issued by Marketing Dept (Logistics section)-BC Gate, Vizag.
iv. Consignment note (Lorry receipt (L/R))
v. A statement of details as indicated at Annexure-G
vi. Weighment slip of weighbridge at the destination from consignee incase of STAs/SOs
vii. Incase of claiming any reimbursement under the contract like Octroi etc, supporting bills in proof of payment
viii. Certificate form the transporter duly endorsed by Executive I/c stating that they do not employ man power exclusively to carry out transportation of VSP products, but they are also engaged in transportation of goods belonging to different organizations simultaneously.

9.2 The payment shall be made for the weight of material despatched as per Stock Transfer Challan (STC) / Delivery Challan (DC)/Tax Invoice. However, price for recovery of shortages as mentioned under Clause No.10.2 shall be including freight charges.

9.3 The Contractor shall bear and pay all taxes, duties and other liabilities which are applicable to the contractor, in connection with the discharge of his liabilities under this contract, except GST.

9.4 Income Tax or any other taxes or duties which the Employer may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the Contractor and the Employer shall provide the Contractor with required Tax Deduction Certificate.

9.5 The Employer shall reimburse to the Contractor at actuals against original receipts, all local taxes, if any, like Octroi, levied by appropriate authorities on the Employer's materials, by reason of their entry en-route into the specified areas. The Contractor shall however be responsible to claim from the concerned authorities any refund / rebate on such taxes / levies as may be allowable under the applicable Act / Rules on behalf of the Employer and intimate the Employer and pass on the money so recovered to the Employer. No additional expenditure shall be reimbursable for making the payment of taxes like Octroi etc on behalfof Employer. Should the Contractor fail to claim such refunds / rebates as admissible, the amounts lost by the Employer due to the Contractor's failure, shall be recoverable from the Contractor. Toll charges etc., if any, for moving the materials, shall be borne by the Contractor and shall not be reimbursed by the Employer.

9.6 Any amount recoverable towards the losses / damages or extra charges of freight resulting from non-compliance with the terms of contract shall be recovered from the outstanding payments of the Contractor, or from the Security Deposit or from both pertaining to this or any other contract with Employer. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by payment.

9.7 The payments/refunds shall be made by EFT/RTGS to the Bank account of the contractors. The contractor shall be required to furnish necessary details for payment by EFT/RTGS in the format prescribed at Annexure-C.

9.8.1 The Contractor shall comply with the requirements as may be necessary under CGST/SGST/UTGST Acts & Rules relevant in connection with the transportation of the materials.

9.8.2 GST shall be applicable on all penalties(like liquidated damages, milestone penalties, risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of security deposit/earnest money deposit etc.) if levied by the employer on the contractor and shall be recovered along with GST applicable \ thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries.

10.1 The weights, number of pieces / bundles / coils and measurements (if not standard) of materials / goods / consignments mentioned in the STCs / DCs/Tax Invoices of the Employer shall be the basis for assessing the losses in transit and for recovery of damages / compensation thereof. The Contractor shall be responsible for any discrepancies found at destinations in respect of weight, number of pieces / bundles / coils, measurement (if not standard) of the materials / goods / consignments. The Contractor shall also be responsible for checking the packing conditions of materials before he takes delivery of the same for transportation. Once the materials are accepted for transportation by the Contractor they shall be deemed to have been handed over by the Employer in proper condition unless otherwise pointed out by the Contractor at the time of taking delivery from the Employer at the loading point and recorded in the LR / STC / DC/Tax Invoice.

10.2 Since there is a possibility of variation between the weighing scales at the despatching station and destination station, no recovery shall be made from the

Contractor for shortage by weight in any truck / trailer within the tolerance limits of ***0.10%*** in case of Steel. However, the number of pieces / coils / bundles and measurements (if not standard) of materials / goods / consignments shall tally with those despatched. For shortage by weight in any truck / trailer beyond the tolerance limits, recovery shall be made from the Contractor at 125% of the Price mentioned in STC/DC/Tax Invoice including freight. No credit shall be given to the Contractor for excess by weight in any truck / trailer. The shortage by weight in truck / trailer shall not be adjusted with excess by weight in another truck / trailer.

10.3 In case the discrepancy is in the number of pieces / bundles / coils or in measurements (of not standard) of material / goods / consignment, the losses as assessed by the Employer shall be recoverable from the Contractor. The decision of the Employer in this regard shall be final, binding and conclusive.

10.4 The Contractor may obtain suitable Insurance against loss / damage of material in his custody in his own interest and at his own cost.

11.1 The Contractor shall abide by the provisions of the Motor Vehicles Act 1989. The regulations relating to weights as specified in the Act shall be scrupulously followed. Any contravention of the Motor Vehicle Act / Rules by the Contractor shall render the Contract liable for cancellation. The Contractor shall at his own cost obtain all the road permits or any other relevant authorization from competent authority. Any contingency arising in this respect shall be entirely the Contractor's responsibility.

11.2 The Employer shall not be responsible for any damage to the truck / trailer suffered by the Contractor during the course of operation and the Contractor in their own interest shall obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account shall be entertained by the Employer.

11.3 The Contractor shall provide danger lights / flags, as per Motor Vehicle Act to ensure safety against over-hanging / over-dimension consignments. The Contractor shall also provide caution lights / boards whenever the vehicle is under emergency parking on road due to breakdown etc.

11.4 The contractor shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. Penalties for safety violations are placed at Annexure -M.

12.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer. The Contractor shall also not sublet in whole or in part the work unless otherwise provided by the Contract and even then only with the prior written consent of the Employer and such consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub- contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the Contractor. In that event all rights and remedies secured / provided for under this contract shall be available against the Contractor.

12.2 The Contractor shall not use the services of any of the employees of the Employer, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Employer. Any bribe, commission, gift or advantages given promised or offered by or on behalf of the Contractor or his partners, agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this contract, shall make the contract liable for cancellation at the discretion of the Employer.

12.3 In case of any loss / damage suffered by the Employer due to any negligence / failure or non-performance on the part of the Contractor of any of the provisions of the contract, the Employer reserves the right to recover such losses and damages from the Contractor.

12.4 The decision of the Employer as to the amount of the loss / damage suffered by the Employer in such cases shall be final and binding on the Contractor. The recoveries set out above shall be without prejudice to the rights of the Employer under the contract or under law.

13.1 If the Contractor is found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Employer's materials or any Criminal Conspiracy, the Employer shall terminate the contract summarily and recover losses suffered by the Employer on this account by encashing/ forfeiting the SD etc and shall also be ***debarred from participation in further auctions in the balance empanel period.*** The Employer's assessment of such losses shall be final and in such event the Contractor shall not be entitled to any compensation. The termination of the Contract or debarring of the contractor shall be without prejudice to the Employer's right against the Contractor under the Contract or under Law.

13.2 Performance criteria for Work Order and Fine applicable:

S. NO	Description	Fine
1	If the transporter fails to lift at least 15% of the [Work Order Qty/ Cumulative SO Qty (excluding cancelled / short closed SO qty) whichever is less] by the end of ¼ of the Work Order period (Rounded off days on higher side).	Transporter shall be informed to improve performance.
2	If the transporter fails to lift at least 40% of the [Work Order Qty/ Cumulative SO Qty (excluding cancelled / short closed SO qty) whichever is less] by the end of ½ of the Work Order period (Rounded off days on higher side).	Engineer I/c shall issue a Risk & Cost notice to the Transporter by e-mail to the registered e-mail ID and also by speed post.
3	If the transporter fails to lift at least 70% of the [Work Order Qty/ Cumulative SO Qty (excluding cancelled / short closed SO qty) whichever is less] by the end of ¾ of the Work Order period (Rounded off days on higher side)	Mktg-Contracts/Concerned RO to go for re-auction on risk & cost basis for the unserviced quantity based on the intimation by Engineer I/c.

The decision of VSP in this regard shall be final and binding.

13.3 In the event of the contract being terminated in exercise of the rights reserved as above, the Contractor shall not be entitled to claim any damages / compensation from the Employer on account thereof.

13.4 Notwithstanding the expiry / termination, the liabilities and obligations of both the Employer and the Contractor as set out herein shall continue to be in force until all the materials despatched by the Employer up to the date of such expiry / termination are delivered by the Contractor.

13.5 **<u>Eligibility for participation in subsequent reverse e-auctions:</u>**

If the transporter fails to lift at least 70% of the [Work Order Qty/ Cumulative SO Qty (excluding cancelled / short closed SO qty) whichever is less] by the end of ¾ of the Work Order period (Rounded off days on higher side).

In such cases, the contractor shall not be allowed to participate in the reverse e-auctions for the said destination (for both Stock transfer and or FOR deliveries under any empanelment category) conducted subsequently in current & the next two calendar months or balance empanelment period, whichever is earlier.

13.6 All the work orders issued to the transporter(s) who have failed to fulfill the criteria as per clause 13.2, shall be cancelled and Reverse Auction will be again conducted for those destinations (where the work orders have been cancelled) immediately.

14.0 SETTLEMENT OF DISPUTES

14.1 All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the construction, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the Contractor amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute. The mutual discussion shall be without prejudice to the rights of the parties to proceed to arbitration. If however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the construction, meaning, operation or effect of this contract or the breach thereof shall be settled by Conciliation and Arbitration. In cases where Conciliation fails, the parties shall resolve their disputes/differences through Arbitration**.**

14.2 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.

14.3 The appointment/nomination of Conciliator/Arbitrator(s) for Conciliation/ Arbitration shall be as specified below:

Conciliation:

a) The person to be appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of RINL,VSP or a retired officer of similar grade of RINL,VSP or other P.S.Us and shall be appointed by RINL, VSP.

b) The Fee payable to Conciliator (Conciliator other than serving officer of RINL,VSP) shall be a fixed amount of Rs.50,000/-. The other expenses such travelling, boarding & lodging etc., shall be reimbursed as per actual.

c) The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.

Arbitration:

a) In case where the sum of the claim(s) made is equal to or less than Rs.5 Crores, the disputes/differences shall be referred to a Sole Arbitrator to be appointed by RINL, VSP.

b) In case where the sum of the claim(s) made is more than Rs.5 Crores, the disputes/differences shall be referred to a three member Arbitral Tribunal, consisting of nominee arbitrators of each party and the Third/Presiding arbitrator, who should be a former judge of either any High Court or Supreme Court of India, shall be appointed by the said two arbitrators nominated by the respective parties.

c) The Fee payable to the Arbitrator(s) shall be in line with the Fourth Schedule (inserted by Amendment Act No.3 of 2016) and the Rules framed if any under the Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/- to each Arbitrator. The costs and incidental expenses etc. for conducting the Arbitration proceedings and the Fee payable to the Arbitrators shall be born equally by both parties.

14.4 The seat and venue of Conciliation/Arbitration shall be at Visakhapatnam, Andhra Pradesh. The language of Conciliation/ Arbitration shall be English.

14.5 The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.

14.6 Both parties agree that no interest shall be awarded by the arbitrator/arbitral tribunal in any arbitration proceedings pertaining to this contract.

14.7 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Employer's right to file and prosecute under the applicable law for any and/or all sums that the Employer claims to be due and owing by the Contractor to the Employer under this Contract.

14.8 Notwithstanding the existence of any dispute and differences or conciliation or arbitration in terms hereof or otherwise, work under the contract shall continue during the arbitration and each party shall continue and be bound to continue to perform their respective obligations according to the contract, and, the parties shall remain liable and bound in all respects under the Contract. Provided further that, no reference to Arbitration, whether the final bill for the contractual work has been passed or not, shall be made later than 6 months from the date of satisfactory completion of the work under the contract.

14.9 The courts at Visakhapatnam, India with the exclusion of all other courts, shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

15.0 Incase any amounts are recoverable under the contract, RINL VSP reserves its right to recover the same either from the bills of the contractor or by encashing the Security Deposit and / or Earnest Money Deposit ,partly or fully. Incase the amount recoverable still falls short, RINL VSP reserves its right to invoke **SETTLEMENT OF DISPUTES** as per clause no 14.0.

16.0 SAFETY

16.1 Inside the Plant, trucks / trailers of the Contractor shall adhere to the speed limits specified and the safety rules specified from time to time. If a driver or any other person of the Contractor is involved in any theft case or any other unauthorized movement of material or any activity, which is punishable under law, the Contractor shall bear the full responsibility for the loss and other consequences, which may result due to illegal or unauthorized activity of such person. The workers of Contractor shall undergo safety induction training program before commencement of the work.

16.2 For any violation of safety regulations by Contractor, based on written complaint from safety the loss assessed by the Company as per Annexure-M shall be recovered from the bill of the contractor in each case.

16.3 The Contractor shall be responsible for all the acts or omissions of the workmen who may be employed by him. In case, the Employer is called to meet any such obligations which otherwise should have been met by the Contractor by statutory authorities, the same shall be reimbursed to Employer by the Contractor and shall be paid by him on demand or shall be deducted from his dues under this or any other contract with the employer.

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16.4 The Contractor shall be held responsible for damage caused by the staff, transport, equipment etc., employed by the Contractor to any property and persons of the Employer / third party. The claims in this regard as assessed by the Employer shall be final and binding on the Contractor and shall be paid by him on demand or shall be deducted from his dues under this or any other contract with the Employer.

16.5 The contractor should ensure that all the vehicles placed for lifting the materials should possess a valid PUC (Pollution under control) certificate all the time & fitness certificate as per motor vehicle Act.

16.6 All authorized representatives /staff of the contractor to supervise all activities connected in performing this contract shall possess the admit/photo pass issued from the security department of VSP on the recommendation of the Concerned officer/Engineer in charge. Incase any of the Contractor's authorized representative so delegated by contractor for dealing under this contract relinquishes his service, the onus of responsibility of subsequent actions by such representative will be that of Contractor. To avoid such misrepresentations & consequent damages, the contractor shall take responsibility to keep RINL, VSP informed of their representatives relinquishing their employment with the contractor, so as to cancel the authorization. It is the responsibility of the contractor to submit back the admit/photo passes to VSP for cancellation.

17.1 The Contractor shall carry out, perform and observe the provisions of all Labor Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labor (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Laborers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure-K of Terms and Conditions of Application, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract.

It is the responsibility of the contracting agency to submit all statutory returns required to be submitted by different statutes to the respective statutory authorities within the stipulated time and copies of the returns are to be submitted to the Executive – in – Charge (EIC). Copies of acquaintance rolls in respect of the workers engaged in those works also, are to be furnished on monthly basis to the EIC.

17.2 In case of failure of the Contractor to comply with any of the above, the following action shall be taken by the Employer:

	Lapse	Action by the Employer
1.	Payment of wages at rates less than those notified under the minimum wages notification	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Government, applicable for the period less actual wages paid shall be recovered from the bills and/or SD
2.	Non-payment of wages	An amount equivalent to wages payable by the Contractor applicable for the relevant period shall be recovered from the bills and/or SD

18. The above are standard Terms and conditions of RINL. However, in case RINL desires to change/cancel/modify/add some of the above conditions, RINL reserves its right to do so.

Signature of the applicant
Date :

ANNEXURE-A

BANK GUARANTEE FROM A **SCHEDULED COMMERCIAL BANK**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs 100/- BOUGHT IN THE NAME OF THE BANK) – FOR SD

Name & Address of the Bank	:	
Bank Guarantee No.	:	
Date of issue	:	
BG Validity	:	up to xx.xx.xxxx
Date of Expiry	:	
BG Value	:	Rs.1,500,000/500,000 (Rupees…….. lakhs)
Ref: RINL VSP's Enquiry No	:	< ***Notice inviting application*** Ref number>
For	:	Empanelment for Road Transportation of Steel Materials from RINL Plant/Stockyards/CSA Locations/Other RINL authorized locations to various stockyard destinations, CSA locations and other destinations, located throughout the country, through the reverse auction process.
Subject	:	Security Deposit

To,

M/s Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam- 530031
Andhra Pradesh

1. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, (hereinafter called the Company**)** having agreed to accept the Security Deposit of Rs15/5 lakhs (Rupees…….) submitted to the Company by M/s

_____(hereinafter called 'the Contractor') for Empanelment with Company for Road Transportation of Steel materials from Visakhapatnam Steel Plant to various stock yards of the company as a guarantee for his offer submitted against the ***notice inviting application along with terms & conditions*** under reference and to establish the earnestness of the contractor so that he does not withdraw, impair or modify the offer within the validity of empanelment period and also for proper performance of his obligations under the contracts to be awarded against the ***notice inviting application*** under reference in the form of a Bank Guarantee for Rs 15/5 lakhs /(Rupees.… … … … . . only)

2. We

(Name of the Bank) (herein after referred as the said Bank) do hereby undertake to pay to the Company an amount not exceeding Rs 1,500,000/500,000 (Rupees … … … … . .) under this guarantee and agree with you as under

3. On a demand being made that the sum is due, the Bank shall pay without demur or contestation the amount covered by the guarantee and any demand by the Company that the money is due shall be conclusive and binding on the Bank

provided such demand is made within the validity of that guarantee i.e. on or before--------

4. It is here by expressly agreed and affirmed that the company shall have the fullest liberty to claim payment of the amount /amounts from time to time under this guarantee up to Rs 15/5 lakhs (Rupees……) and the guarantee shall not become invalid or in fructuous because of the partial demand or demands made by the company and this guarantee shall hold good in favor of the company to the extent of the balance amount covered under this guarantee.

5. It is further agreed that any time given to the Contractor or forbearance with regard to performance by the Contractor shall in no way affect the liability of the Bank and this Bank Guarantee will be in full force and we shall not be released from our liability under this Bank Guarantee for such acts of liberty by the Company.

6. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstitution thereof or therewith but will be available to and enforceable by the absorbing or amalgamated, reconstituted Company or concern.

7. It is also agreed that we---------Bank undertake not to revoke this guarantee During its currency except with the previous consent of the company inwriting.

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

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

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

Dated----------day of ----------20xx

Yours faithfully,

(To be submitted at the end of empanel period)

ANNEXURE-B

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The General Manager (Marketing)
Marketing Department
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited
Visakhapatnam

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 Road Transportation of Steel materials from Visakhapatnam to ... .., I/WE have no claims against your Company.

Bill no.	Date	Amount

Date:

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

ANNEXURE-C

From

To

Executive in charge
RINL/VSP

Sub: E-Payment
Ref : Contract /WO No

Consent for E-Payment:

"I/We hereby convey our consent that the payment made by RINL/VSP of any sum due to me /us, directly remitting the same to my /our Bank, the address and the number of which is furnished shall be in full discharge of the particular bills, raised by me/us and I/We shall not have any claim in respect of the same.

Undertaking:

"I/We hereby undertake that any payment made direct to me/us or to bank account shall be in full discharge of the obligations of RINL/VSP and I/We shall have no claim whatsoever in respect of the bill for which the payment is made."

I/We opt for EFT/RTGS (Strikeout whichever is not applicable)

I/We furnish the required details as per Annexure-D (for RTGS payments)/ Annexure-E (for EFT payment) enclosed:

For_____& Company

Authorised Signatory /Proprietor

ANNEXURE-D

Bank Account Data for RTGS Mode of Payment

1.Contractor's Code :

2.Option : RTGS

3.Beneficiary's Details :

(I)Name of Beneficiary) :
(Maximum 35 Characters)

(ii)Bank Nature :
(Maximum 35 Characters)

(iii) Branch Name :
(Maximum 35 Characters)

(iv)Account Number :
(Maximum 35 Characters)

v)Account Type
Savings/Current/Over Draft
(mention code number also)

vi)Beneficiary Bank's IFSC Code:
(Maximum 11 Characters)

Signature of ***Applicant***

Name:
Designation:
Seal:

Certificate

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

Sd/-
Branch Manager
Bank Seal

ANNEXURE-E

Format for e-Payment

Bank Account Data for e-Payment

1.Option : EFT/direct Credit

2.Name and type of A/c: (30 Characters, Alpha Numeric, Space permitted)

3. Account Number : (15 Characters, Alpha Numeric)

4. Account Type :(Numeric codes shown below)

10	Savings Bank	SB
11	Current Account	CA
13	Cash Credit	CC
14	Load Account	LA

5. Bank Name : 3 Digit MICR Code

6. Branch Name : 3 Digit MICR Code

7.City : 3 Digit MICR Code

Signature of ***Applicant***

Name:
Designation:
Seal:

Certificate

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

Sd/-
Branch Manager
Bank Seal

ANNEXURE-F

BILL FORMAT

Bill No. Date of submission of Bill :

Name of the Transporter : Name of the Consignor:

Name of the Branch : Contract No. : Name of the Consignee:

Billing Period : From : To :

Sl No.	STA No.	STA Date	STC No.	STC Date	LSGP Date	Tare weighment date	L/R No.	Vehicle No.	Material & Grade	STC/ Tax Invoice Weight	Item Rate applicable on the date of lifting	Freight amount	Delivered weight	Shortage weight	Shortage Allowance 0.10 %	Net Shortage	Material Rate as per STC/Tax Invoice	Recovery for net shortage	Actual transit period	Transit period as per Contract	Transit delay in Day	Recovery for Transit Delay	Recovery for any other reason	Penalty for Delay lifting	Net Payment

a) Bill should be submitted for closed S T A s / S O s only. A statement of "STA/SO cum certification for payment of freight "issued by Marketing BC-Gate is to be enclosed along with bill.

b) In case VSP desires to change the above format, it may do so for operational convenience or statutory requirement.

c) In case of Sales orders issued by branches for ex-plant deliveries, STA shall be read as Sales order and STC shall be read as Tax invoice.

ANNEXURE-G

Statement showing the details of transportation charges paid during the month of -----
Section

ANNEXURE-H

List of Branch Sales Offices of RINL / VSP

Sl No	Name of the Branch	Address
1	BSO-Chennai	4th floor,Rashmi Towers,No.1 Village Road,Nungambakkam CHENNAI 600 034
2	BSO-COIMBATORE	SUGUNA BUILDING, 1ST FLOOR, 707, AVANASHI ROAD, COIMBATORE 041 037
3	BSO-KOCHI	CHAKOS TOWER, 2ND FLOOR, PADMA JUNCTION, ERNAKULAM, COCHIN 682 035
4	BSO–BANGALORE	NO. 303, III FLOOR, MOHAN TOWERS, 50, RESIDENCY ROAD, BANGALORE 560 025
5	BSO - NEW DELHI	NBCC Plaza,4thFloor,4thTower, East Side,Sector-5,Pushp Vihar,New Delhi - 110017
6	BSO–LUDHIANA	MASTER CHAMBERS, 5TH FLOOR, 19, Feroze Gandhi Market, LUDHIANA - 141 001
7	BSO - CHANDIGARH	S.C.O NO. 141-142, II FLOOR, SECTOR-8 C, CHANDIGARH 160 018
8	BSO–FARIDABAD	SCO-3, 1ST FLOOR, HUDA COMPLEX, SECTOR-19, MATHURA ROAD (NH-2), FARIDABAD 121 002
9	BSO–GHAZIABAD	B-5, RDC, SHRI RAVI SHNKAR PLAZA, RAJNAGAR, GHAZIABAD 200 001
10	BSO– AGRA	2nd Floor,FCI Building,60/4,Sanjay Place ,Agra – 282002 (UP)
11	BSO– KANPUR	117 / L / 452, CHANNI HOUSE, 1ST FLOOR, NAVEEN NAGAR, NEAR DOUBLE PULIA, KANPUR 208 025
12	BSO– JAIPUR	3rd Floor, Meghalaya Towers, Opposite Shalimar Cinema, M-1 Roads, Church Road, Jaipur – 302001.
13	BSO - DEHRADUN	27,1st Floor,E.C.Road,Dehradun – 248160 (Uttaranchal)
14	BSO - MUMBAI	101, FREE PRESS HOUSE, FREE PESS JOURNAL ROAD, MUMBAI 400 021
15	BSO - PUNE	3025/8, 1st Floor,SHREENIDHI CHAMBERS, , SENAPATI BAPAT MARG, PUNE 411 016
16	BSO–AHMEDABAD	NBCC HOUSE, 1ST FLOOR, NEAR SAHAJANAND COLLEGE, OPP. KAMDHENU COMPLEX, AMBAWADI, AHMEDABAD 380 015
17	BSO– INDORE	107-109, 1st Floor, RAFAEL TOWERS, 8 / 2, OLD PALASIA, INDORE 452 018 (MP)
18	BSO– NAGPUR	317, RAVINDRANATH TAGORE ROAD, CIVIL LINES, NAGPUR - 440 001
19	BSO– KOLKATA	1, ACHARYA J.C.BOSE ROAD, 2nd Floor,KOLKATA - 700 020
20	BSO - BHUBANESWAR	IPICOL HOUSE, ANNEXE BUILDING, 2ND FLOOR, NEAR RUPALI SQUARE, BHUBANESWAR - 751 022
21	BSO– PATNA	WEST BORING CANAL ROAD, PATNA 800 001
22	BSO - HQ SALES (Visakhapatnam)	VISAKHAPATNAM STEEL PLANT, PROJECT OFFICE COMPLEX, VISAKHAPATNAM 530 031
23	BSO - HYDERABAD	10-3-311/A, KHANIJ BHAVAN, NMDC BUILDING, 6th FLOOR, Masab Tank, HYDERABAD – 500 028

Note : List of other destinations shall be announced to transporters from time to time as per requirement

Steel By Truck category items **ANNEXURE-I**

Sl No.	Destination Branch	Firm Quantity for Total period of Contract(MT) (will be indicated before start of each Reverse Auction)	Transit time allowed (Days)
1	Agra		11
2	Ahmedabad		8
3	Bangalore		5
4	Bhubaneswar		2
5	Chennai		4
6	Coimbatore		6
7	Dehradun		12
8	Faridabad		11
9	Ghaziabad		11
10	Guwahati		10
11	Hyderabad		4
12	Indore		7
13	Jaipur		10
14	Jamshedpur		4
15	Kanpur		9
16	Kochi		8
17	Kolkata		4
18	Ludhiana		12
19	Mumbai		6
20	Nagpur		5
21	Patna		5
22	Pondicherry		6
23	Pune		6
24	Raipur		4
25	Jabalpur		7
26	Bhopal		7
27	Silvassa		6

Note: In case of destinations not mentioned above, the indicative quantities along with transit time allowed shall be intimated to the eligible empanelled transporters prior to the reverse ee auction.

Steel By Trailor category items **ANNEXURE-J**

Sl No.	Destination Branch	Firm Quantity for Total period of Contract(MT) (will be indicated before start of each Reverse Auction)	Transit time allowed (Days)
1	Agra		13
2	Ahmedabad		10
3	Bangalore		7
4	Bhubaneswar		3
5	Chennai		6
6	Coimbatore		8
7	Guwahati		12
8	Dehradun		15
9	Faridabad		13
10	Ghaziabad		13
11	Hyderabad		6
12	Indore		9
13	Jaipur		12
14	Jamshedpur		6
15	Kanpur		11
16	Kochi		10
17	Kolkata		6
18	Ludhiana		15
19	Mumbai		8
20	Nagpur		7
21	Patna		7
22	Pondicherry		8
23	Pune		8
24	Raipur		6
25	Jabalpur		9
26	Bhopal		9
27	Silvassa		8

Note: In case of destinations not mentioned above, the indicative quantities along with transit time allowed shall be intimated to the eligible empanelled transporters prior to the reverse ee auction.

Annexure K

DEED OF INDENMNITY
(On Rs 100/ Stamp
Paper)

This Deed of Indemnity is made on this ---- day of ------ 20XX between M/s ---------- , a Proprietary Firm / Partnership Firm / Company incorporated under the Company's Act, having its registered office at ---------- and represented by Shri ---------- working as ---------- who is duly authorized by M/s --------- to sign this Deed of Indemnity (hereinafter called the 'Contractor' which expression shall mean and include its heirs, successors and legal representatives) and Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government of India Company, having its registered office at Main Administration Building, Visakhapatnam Steel Plant, Visakhapatnam – 530 031, Andhra Pradesh, hereinafter referred to as RINL,VSP, which expression shall mean and include its successors and legal representatives).

WHEREAS a Contract, ***vide Empanelment certificate No-------- Dated ---------, was entered into between the Contractor and RINL,VSP, in pursuance of Notice inviting applications for Empanelment ref No---------- Dated ----- .***

AND WHEREAS , the Contractor agreed to fulfill all its obligations mentioned in the terms and conditions of the Contract in respect of compliance with all the statutory provisions applicable in the said work of RINL,VSP.

NOW THIS DEED WITNESSES that in consideration of RINL, VSP, agreeing to award the Contract based on the said commitments, the Contractor hereby agrees to INDEMNIFY AND KEEP INDEMNIFIED and harmless, RINL, VSP and / or its Executives, Employees or Agents against all claims that may be made by any statutory Authority for Non Compliance of the various statutes applicable to the Contractor or launch any prosecution against RINL,VSP, or its Executives, Employees or Agents for violation of any of the provisions of the Acts or Schemes. The Contractor further agrees to indemnify and keep indemnified and harmless in all respects RINL,VSP or its Executives, Employees or Agents against all losses, damages, costs , charges and expenses which RINL,VSP and / or its Executives are made to pay, incur or sustain in connection with the non compliance of statutory provisions and also further sums which RINL, VSP may be ordered to pay by the Statutory Authorities.

IN WITNESS whereof the authorized representatives of the Contractor and RINL, VSP have signed, sealed and delivered this Deed on the day, month and year first above mentioned.

(Signature of Authorized Representative of M/s RINL, VSP with Date and Seal)

(Signature of Authorized Representative of the Contractor with Date and Seal)

Witnesses:

1. Signature with Date:
   Name :
   Address

2. Signature with Date:
   Name :
   Address

ANNEXURE - L

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 transportation contract for transportation of Iron and Steel Materials of VSP from plant to various locations against NIT Ref NO. VSP/MKTG/TR/EMP/01 of 2011-12 Dated 19.05.2011.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an 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:

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

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

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

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

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

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

(1) The Bidder(s)/ Contractor(s) 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 e foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

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

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

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

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

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

(2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

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

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

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

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

Section 4 – Compensation for Damages:

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

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

Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous 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

(3) the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.

(4) 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.

(5) 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.

(6) 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.

(7) 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 correctiveaction 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.

(8) 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.

(9) 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.

(10) Expensesof IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.

(11) 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 remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

(For & On behalf of the Principal) **(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.

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

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

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

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

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

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

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

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

3.1 ***<u>Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:</u>***

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

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

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

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

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

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

LIST OF SAFETY VIOLATIONS – CATEGORY WISE AND APPLICABLE FINES ON THE CONTRACTOR

Category	Safety Violations				Works/ Non-works
I	Not wearing crash helmet while riding two- wheeler in Plant premises.				First offence Rs.1,000/- second or subsequent offence Rs.2000/-
II	**Minor Violations**				3,000/-
	A	Height	1	Height Pass not made / not available	
			2	Unauthorized entry at height / hazardous locations.	
			3	Fall arrester not provided / used.	
			4	Horizontal life line / guide rope not provided for anchoring full body safety harness.	
	B	Excavation	1	Proper ladder / steps not provided for descending / ascending.	
			2	Shuttering not done (below 2 mtrs level) of excavation.	
			3	Overhanging burden in pit not removed in excavation.	
			4	Excavated materials left near the edge of the pit.	
	C	Electrical	1	Power Cable clamped with G.I. wires to post / pillar.	
			2	Power cables tied on reinforce rod / structure without proper insulation.	
			3	Loose connection taken from sockets without proper plug.	
			4	Taking shelter behind electrical panel.	
			5	Power cables/electrical wires lying on ground in hap-hazard manner.	
			6	Source of supply / danger board not displayed on the electrical equipment.	
			7	Electrical Control Post not provided with Barrication / Shelter / Canopy.	
			8	Cables used having many joints.	
			9	Earthing not provided on Electrical equipments.	
			10	ELCB not installed.	
	D	Material Handling	1	Use of damaged slings / tools / ropes.	
			2	Fitness certificate of cranes / hydras / heavy vehicles not available.	
			3	Crane rope conditions not ok.	
			4	Rope of crane not clamped properly.	
			5	Guy ropes not used during shifting of materials.	
	E	Gas Cutting	1	Rolling / lifting of cylinders(without cage).	
			2	Gas cutting without required PPEs.	
			3	Gas hose pipe clamping done by wires.	
			4	Usage of LPG cylinder beyond date of expiry.	
			5	Wet bags / covers not put on gas cylinder.	
			6	Loading /unloading of cylinder – cushion not given.	
			7	Condition of hose pipe not good.	
			8	Working with leaking cylinder.	
			9	Flash Back Arrester not provided at Torch / Cylinder ends.	
			10	Colour coding of gas cutting of hoses not followed.	
	F	Arc Welding	1	Welding with non-standard holder.	
			2	Welding machine earthing not done. (Double body earthing).	
			3	Using improper welding cable.	
			4	Welding cables used with many joints.	
			5	Lugs not provided for connecting cables to Welding machines.	
			6	Local isolation switch not provided on welding machines.	

	G	PPEs	1	Non usage of PPE's at site such as Safety Helmet, Shoes, Goggles, Hand gloves, Face Shields etc., as per requirement.	
	H	Vehicle	1	Driving of heavy vehicles on the main road during restricted hours & restricted timings.	
			2	Parking at unauthorized place.	
			3	Using of truck with damaged body.	
			4	Dropping / Spillage of material on the road.	
			5	No number plate on vehicle.	
			6	No head light / signal lights / brake light / horn /reverse horn on the vehicle.	
			7	Tyres of vehicle having patching / bolting.	
			8	Violation of approved speed limits during plying on the road.	
			9	No front / rear wheel guards on Hydra.	
			10	Un-authorized dumping of material.	
			11	Driving license not available / in-valid	
			12	Driving of two wheeler carrying more than one pilion rider.	
			13	Driving dangerously.	
			14	Overloading of vehicles.	
			15	Talking on cell phone while driving.	
			16	Vehicles transporting loads without tying/securing of loads/ stock protruding out of the truck body/without red flags/red lights, side guards, donnage.	
			17	Drunk & driving	
			18	Non availability of reverse horn of moving equipment.	
			19	Using hydra for material transportation on roads.	
			20	Marching of hydra without signal man & red flags.	
			21	Using trucks for transportation of persons	
	I	Permits	1	Working without work permit / shut down	
			2	Not putting red flags / stopper.	
			3	Dismantling of structure without authorized plan.	
			4	Unauthorized oxygen tapping.	
			5	Working on VSP installations without permission.	
			6	Critical / heavy erection of structures without authorized plan	
	J	General	1	Not having proper gate passes / other area passes.	
			2	Not reporting of accident.	
			3	Hand grinders / mixer machines without guard.	
			4	Make-shift arrangement for job execution.	
			5	Engaging workers without safety training.	
			6	Using of defective tools.	
			7	Unauthorized operation of equipment.	
	K	Statutory Records	1	SWL Certificates of lifting machines / equipments not valid /not available / details not displayed on the equipment.	
			2	Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.	
			3	Eye examination records of vehicle/crane operators not available.	
			4	Electrical Authorization not available.	
			5	Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate	
III	Minor subsequent - Repetition of violations as detailed under Category-II above.				First repetition of violation Rs .12,000 For second repetition of violation onwards Rs.24,000/-

IV	**Major violations**.	
HEIGHT	1. Using bamboo / or other non-standard material for scaffolding.	Rs.20,000/-
	2. Railing not given at platforms or opening of floor.	
	3. Scaffolding planks not tied.	
	4. Throwing / dropping of material from height.	
	5. Proper ladder / approach not given for working at height.	
	6. Full body harness (FBH) not wearing.	
	7. Lifeline of FBH not anchoring.	
	8. Floor opening left unguarded in the area of work.	
	9. Floor opening left unguarded in the area of work.	
	10. Walkway / cross over path not provided.	
Excavation	1. No barrication of excavated pits.	
Electrical	2. Un authorized working on electrical equipment.	
Vehicle	3. Sleeping under truck.	
Arc welding	4. Welding screen not used.	
General	5. Absence of Supervisor at work site.	
	6. Leaving loose sheets on the roof tops.	
V	Fatal Accidents/Permanent disability.	20% of contract value subject to Min. Rs.1 lakh and Max.Rs.5 lakhs or banning of business dealing or both

Note :

1) Any other violation which is not listed above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above.

2) Independent of the above ,the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case of any repeated fatal accidents after third incident for the reasons attributable to contractor.

3) Safety violations have been classified into 5 categories (I to V) .Without prejudice to the right conferred by the clause no 16(g) of special conditions of contract for stoppage of work for violation of safety rules , the contractor shall be liable for penalty at the rates as indicated depending upon the category of violations .

4) The penalties mentioned above are in addition to those ,which are applicable as per the statutory acts & Rules . In case of any imposed penalty by any statutory authority , the same shall be over and above the contractual clauses.

5) The above penalties related to the accidents mentioned at Category V will be imposed on agency in case the reasons to the accidents are attributable to the agency .

Authority for imposing penalties:

I) Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by contract operating authority i.e Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Officer/Zonal/ Project Safety Officer/Operating Authority, a copy of the penalty imposition advice will be endorsed to the In-charge, SED for his information.

II) Penalty for the violations falling under the Categories (IV) & (V) will be imposed by the Engineer I/c based on the recommendation of Head of SED in consultation with the Head of Operating Department.

III) The penalty amount shall be recoverable from any bill and/or EMD/SD of the contractor without any further reference to him.

IV) For violations falling under the Category (V), beside penalty, action for banning of dealings with the contractor will be initiated if recommended by the committee for enquiring into fatal cases.

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