

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Government of India Enterprise)

MATERIALS MANAGEMENT DEPARTMENT
(TRANSPORT & SHIPPING WING)

IIIrd FLOOR ,BLOCK –A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM – 530031
(FAX: 0891-251753, 2518756; email: sanjayt@vizagsteel.com,
rpmatta@vizagsteel.com)

OPEN TENDER NOTICE NO : T&S/19-22/AIR/001
DT: 26 /12/2018

Sealed tenders are invited from eligible Firms for “ **Pickup /receipt of consignments, air freighting, Clearing, Forwarding of overseas air consignments from various countries to RINL/VSP Store Visakhapatnam including custom clearance, forwarding, Transportation and door delivery to Visakhapatnam steel plant , Visakhapatnam on end to end logistics basis.**”

The Firms which satisfy the eligibility criteria (Pre-Qualification) given in the tender document can participate in the tender. Such Tenderers who are interested to participate can download the tender documents free of cost from the website www.vizagsteel.com/Tenders/MM/Tenders and submit their offers in two bid format before 10:30 hrs (IST) on **28/01/2019** as per the details given in the tender document.

Techno - commercial bid will be opened on **28/01/2019** after 11.00Hrs.

For further details, Please contact:

Dy.General Manager (MM-T&S)
RASHTRIYA ISPAT NIGAM LIMITED
Visakhapatnam Steel Plant
3rd Floor, Administrative Building
VISAKHAPATNAM -530031
PH No. : 0891-2518534
Email : kmurali@vizagsteel.com

NOTE:

The Tenderer may visit the website regularly for any corrigendum.

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM – 530 031**

(PHONE: 0891-2422126; EMAIL: sanjayt@vizagsteel.com)

DOMESTIC OPEN TENDER

INVITATION TO TENDER

TENDER NO: T&S/19-22/AIR/001 DT.26.12.2018

Last Date & Time for Submission of Tender: up to 10:30 Hrs on 28.01.2019	Date & Time for opening of Tender: After 11:00 Hrs on 28.01.2019
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Sub: Tender for End to End Logistics arrangement for air consignments from various countries which includes pickup/ receipt of consignments, air freighting, Customs Clearing, Forwarding, Transportation and door delivery to VSP Central stores, Visakhapatnam Steel Plant, Visakhapatnam of General air Cargo /Consignments on consolidation basis.

Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) is pleased to invite tender for the Total consolidation work covering **pickup/ receipt of consignments**, air freighting, custom clearance, Road transportation of imported Air Consignments arriving from any International Airport of various countries to any International Airport of India but preferably Chennai, Hyderabad and Visakhapatnam Airports and door delivery to Central stores, Visakhapatnam Steel Plant, Visakhapatnam on end to end logistics basis. Terms and Conditions of the tender are as given below.

1. ELIGIBILITY CRITERIA:

Tenderers satisfying the following eligibility criteria can participate in the tender.

- (a) The tenderer should be registered with International Air Transport Association (IATA). Valid Certificate as on the date of TOD in support of the same is to be submitted along with tender.
- (b) The tenderer should have experience of doing Air freighting of minimum 50 consignments per year during the preceding 3 calendar years i.e., 2015, 2016 and 2017. A self-certified statement with details of the consignments and customers to be submitted.
- (c) The tenderer also should have minimum turnover of not less than 25 lakhs per annum during the preceding 3 financial years specifically relating to the air freighting work.
- (d) A self-certified statement to be submitted showing details of consignments handled and the list of customers / work orders for whom such service of air freighting was rendered along with credential letters.
- (e) A certificate from a Chartered Accountant in support of Previous 3 years turnover, Financial statements/Auditor's reports along with Income tax assessment certificates, Copy of PAN card and also a copy GST registration certificate should to be submitted.
- (f) The tenderer should have experience of Clearing & Forwarding a minimum of 50 consignments per calendar year during the preceding 3 years i.e, 2015 to 2017. A self-certified statement with details of the consignments and customers to be submitted.

- (g) The tenderer should possess valid **Customs House Agent (CHA) license** on their own name preferably at Hyderabad, Chennai and Visakhapatnam Customs Houses besides other customs houses. Proof to be submitted. CHA license agreements with other agencies will not be accepted.
- (h) In case the tenderer is proprietary or partnership firm/s, the statement of immovable property /assets owned by them / firm/s with the value along with Xerox copies of title deeds duly certified by the Notary / Chartered Account shall be submitted. If any such firm/s does not possess any immovable property /asset, and cannot submit the required documents as above, offers of such tenderers will not be considered for evaluation. In case of participation of a central/state Govt, PSUs/PSEs etc., in the tender, this clause is not applicable.
- (i) Solvency certificate for Rs: 100 Lakhs from any nationalized/scheduled Bank (Except any co-operative banks) as per Annexure- XIII is to be submitted along with commercial Bid. In case of participation of a central/state Govt, PSUs/PSEs etc., in the tender, this clause is not applicable.
- (j) Unconditionally accepted Integrity pact duly signed should be submitted along with the offer.

Offer of the tenderer received without fulfilling the above eligibility criteria shall not be considered.

2. SCOPE OF WORK:

- (i) The subject work covers end to end logistics arrangement for General Air Cargo ordered on FCA-Named place/EX-works terms from various countries, which includes pickup / receipt of consignments, air freighting, custom clearing, forwarding, transportation and door delivery to central stores dept. of Visakhapatnam steel plant, Visakhapatnam on consolidation basis. So, the successful tenderer shall closely co-ordinate with the supplier to (i) collect the consignment from the supplier premises in case our Purchase order is on Ex-Works or FCA-Supplier's Premises/Named place (ii) receive the consignment in case the order is on FCA- Any International Airport, and arrange separate **HAWB** in respect of each consignment. It is the total responsibility of the successful tenderer to move/transport the air cargo from any country and handover at Central Stores Dept. of RINL/VSP.
- (ii) The successful tenderer shall collect the consignment at supplier's premises where Delivery Term is EXW within the 10 working days from the date of readiness intimation by RINL/VSP. In case the consignment is not collected by overseas freight forwarder within the above stipulated time of 10 days, a penalty @ 0.5% per day on the pickup charges shall be levied subject to a maximum of 5%.
- (iii) The successful tenderer shall air freight the consignments within 3 days from the date of issue of HAWB and will ensure that the consignment reaches the destination port within a maximum of 10 days from the date of issue of HAWB. In case the consignment does not reach the destination port within 10 days from the date of issue of HAWB, a penalty @ 1% per day on the air freight charges shall be levied subject to a maximum of 10% for the period beyond 10 days. The insurance and custom duty for the goods/cargo will be arranged by the employer.

- (iv) As the payment of custom duty is made mandatory through E-payment module of Icegate web site, Consignments may be booked to any international airport in India from any international airport of origin country as per the successful tenderer's convenience, but the responsibility of its monitoring lies with the tenderer for safe custom clearance with in free time and transportation to the employer's stores. RINL/VSP prefers to book the cargo to Hyderabad / Chennai / Visakhapatnam for better monitoring and follow up. In case the cargo is booked to any station other than Hyderabad / Chennai / Visakhapatnam, it is up to the successful tenderer to custom clear the cargo at that airport (i.e. Port of Entry) or may arrange to forward / transship the same up to Hyderabad/ Chennai / Visakhapatnam as the case may be depending upon the weight or size of the consignment entirely at his own cost for Customs clearance. Ultimately, the responsibility lies with the successful tenderer to deliver the cargo at VSP Stores, Visakhapatnam.
- (v) The successful tenderer shall forward Pre Alert / Cargo Arrival Notice (C.A.N) as per Annexure - XII along scanned copies of advance set of shipping documents of the consignment including HAWB copy. Air liner details, Purchase Order No. & Date, Invoice copy, Packing list, No. of Packages, dimensions & weight etc., at least 2 days before arrival of cargo at destination port via e-mail to sanjayt@vizagsteel.com and rpmatta@vizagsteel.com with a copy to kmurali@vizagsteel.com , In case of any difficulty in e-mail the same can be sent via fax on 0891-2518753. The successful tenderer shall be responsible and accountable for proper safety, handling and storage of the consignment while in their custody or in the custody of their overseas associates. No warehouse storage charges at Load port and Destination port will be payable. The successful tenderer shall be liable to compensate the Employer for any loss of the goods while in their custody.
- (vi) After submission of C.A.N as above and Upon submission of Check list, the Employer will verify the check list for its arithmetical values for the suggested HS/CTH code and inform for filing TR6 challan and BOE. After filing TR6 challan and BOE, the successful tenderer will inform these details immediately via E-mail to enable the employer to pay the custom duty through online E-payment module of ICEGate. The responsibility of selecting correct HS/CTH code lies with the successful tenderer only. As the customs at gateway airports of India are now working on 24 x 7 systems, the successful tenderer has to make necessary arrangements to custom clear and dispatch the cargo on holidays also wherever required as per the instructions of the Employer. The successful tenderer will have or establish their office at Visakhapatnam to have better co-ordination and follow up with the employer /RINL-VSP besides their offices at Hyderabad and Chennai etc.,.
- (vii) The successful tenderer shall arrange for expeditious customs clearance of import cargo including cargo/material which was sent for repairs to its supplier / manufacturer on re-import basis, Project cargo registered at other custom houses based on the CRA forwarded by the registered custom houses etc., based on suitable system of assessment (i.e. First and second checks appraisalment system) and take the delivery of the cargo with in the free time allowed by AAI or any other authorized customs custodian and forward the consignments through suitable means of transport to the Employer's Central Stores Dept. in Visakhapatnam. C&F charges for cargo re-imported after repairs and project cargo cleared on CRA will be paid twice of the C&F charges of general cargo. Any delay in custom clearance and fail to take the delivery of the cargo from AAI or any other authorized customs custodian with in the free time for the reasons not attributable to RINL/VSP, any storage / demurrage charges on account of such delays will be to the tenderer's account. If any delay is attributable to the employer/importer/consignee, the successful tenderer

- should establish the reasons for such delays by submitting the documentary evidence for consideration.
- (viii) The successful tenderer shall ensure delivery of the consignment at the Central Stores Department of the Employer within 7 working days from the date of AAI receipt / Delivery receipt for all consignments landing at any international airport, other than Visakhapatnam and within 3 working days from the date of AAI / Delivery receipt for the consignments landing at Visakhapatnam. In case of any delay in delivery of the consignments as above, penalty shall be levied @ 2% per week or part thereof on the C&F charges subject to a maximum of 10% for the period beyond 7 or 3 days.
 - (ix) The successful tenderer shall also arrange to collect the consignments along with all necessary documents for export from RINL/VSP to the original manufacturer or supplier for its repair on re-import basis. He will take up all customs related documentation and export custom clearance and file export shipping bill on behalf of RINL/VSP. RINL/VSP will reimburse all statutory payments made to airport authorities, customs etc., at actuals on submission of original payment receipts. The air freight will also be reimbursed on production of the original payment receipt from the respective air liner along with MAWB/HAWB. The tenderer has to quote only for his service charges for taking up the above collection, road transportation, Export documentation and custom clearance charges on Lump sum basis for each slab of weight in Schedule - D.
 - (x) Very rarely or occasionally sometimes the employer/VSP may receive consignments on CFR, CIF, CPT, CIP, DAT, DAP etc., other Incoterms basis from various countries. In such cases, the successful tender shall also undertake to custom clear, forward and transport the consignments to VSP stores as being done for FCA/Ex-Works shipments as per the instructions given by the employer from time to time. All necessary documents including original BRO if required, and customs duty etc., will be arranged by the employer/VSP. AAI/custodian charges will be reimbursed at actual on submission of original receipts. Delivery order charges payable to the air liner will be reimbursed including GST on submission of original receipts from the concerned airliner/ agencies. For these consignments Clearing, Forwarding, transportation and door delivery charges applicable for FCA & Ex-works delivery terms will be paid as per the contract (i.e Schedule – C). Any statutory payments made to the Govt /AAI will be reimbursed at actual on submission of payment receipts. Demurrages if any will be dealt as per clause No: (vi) above.
 - (xi) The successful tenderer shall ensure submission of TR6 Challan and Original Bill of Entries (BEs) / Export Shipping Bills etc., to RINL/VSP within two weeks' time (14 days) from the date of its custom clearance. In case of any delay in submission of TR6 and Original BoEs, penalty shall be levied @ 2% per week or part thereof after 1st week up to Maximum of 10% on C&F charges. Monthly report on the job executed by the tenderer during the month is to be submitted to VSP by 5th of next month in the format provided by RINL/VSP.
 - (xii) The successful tenderer shall also undertake to file re-assessment of Bill of Entry (BOE) against already approved BOE based on the instructions from RINL/VSP. If the reasons for filing re-assessment BOE is due to the mistake/fault of supplier/VSP, the service charges for filing and finalizing the re assessment of BOE will be payable by RINL/VSP which will be 50% of C&F charges payable against that consignment. If it is due to the mistake/fault of the tenderer, no service charges will be payable.

- (xiii) The successful tenderer must make every effort to clear the consignments within the free time. The required custom duty will be paid by the employer through IceGate after due verification of Check list forwarded by the successful tenderer. Since it is end to end logistics, the successful tenderer shall not insist for submission of original Air way bill duly endorsed by the Bank authorities /consignee (i.e. BRO) for taking delivery. The Original AWB/BRO will be forwarded to the successful tenderer within 30 days from the date of receipt of consignment. AAI charges etc., shall be paid initially by the successful tenderer and the same will be reimbursed at actual along with the bills, on submission of Original AAI Receipt. Demurrages, if any, are to be borne by the successful tenderer, except in cases of (i) Force majeure conditions (ii) if the demurrage is attributable to employer/VSP due to delay in arranging custom duty and other documents if any after receipt of Check list, in such case the successful tenderer should establish the reasons for such delay by submitting the documentary evidence.
- (xiv) In case of clearance of consignments against Customs Release Advise (CRA), DEPB (Duty entitlement pass book) or Advance License etc., all related documentation work with Customs at the respective Customs House is to be done by the successful tenderer as per the instructions of the Employer. Any statutory payments to Govt., customs etc., will be reimbursed on submission of original payment receipts. No additional payment will be made.
- (xv) The list of countries from where the imports are expected with indicative quantities is enclosed at **Annexure-IV**. It should be clearly understood that the actual imports may vary on either side based on the need/requirement of the Employer and the successful tenderer must carry out the work as per the instructions of the Employer during the validity of contract. All slabs indicated in the above may be operated or may not be operated.
- (xvi) The contract/agreement shall be entered into within 30 days of issue of LOA. The agreement will be between Employer and the successful tenderer only for the entire work of Air freighting, C&F, Transportation and door delivery to VSP stores (Total Consolidation and End to End Logistics). The Employer would not enter into the contract directly with any other third agency who may be the associate of the tenderer. Bills have to be submitted by the successful tender only.

3. CONTRACT PERIOD:

The Contract shall be for a period of three (3) years starting from 01/04/2019 for all countries listed at Annexure –IV or part there on, as per the discretion of Employer. No extension of contract will be considered. The Contract for all stations/part stations can be terminated by the Employer by giving 30 days advance notice in that behalf to the Contractor during its currency without assigning any reasons whatsoever and without there being any liability on the employer/company whatsoever on such termination.

4. EARNEST MONEY DEPOSIT (EMD):

The tenderers shall deposit an amount of Rs:3,75,000.00 (In words: Rupees Three lakhs Seventy five thousand only) towards EMD by way of Demand Draft or Pay order drawn in favour of Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam , payable at Visakhapatnam. The DD / pay order issued by Co-operative Banks are not acceptable. No other mode of payment shall be accepted. The Earnest Money does not earn any interest.

The following categories are exempted from submission of EMD :

- a) Central/State Government Public Sector Undertakings of India.
- b) SSI Units/Micro and Small Scale Enterprises (MSEs) registered with NSIC/District Industries Centre of the State Government concerned for the item (s)/item category of tendered item (s) for which the tenderer is registered with the respective authority.
- (c) Units registered with RINL for the tendered item (s)/services.

Note: SSIs/MSEs and units registered with RINL need to submit notarized copies of the relevant valid registration certificates for claiming exemption of EMD.

However, they would be required to submit security deposit as per LOA in case they are successful BIDDER in the tender.

Tenders not accompanied by Earnest Money Deposit along with commercial bid (Part-I) shall not be considered under any circumstances. No request shall be entertained from any of the tenderer to adjust the amount of Earnest Money Deposit in respect of a previous tender or from any amount lying in their account in any form with the Employer. If the tenderer after submitting his tender, revokes his offer or modifies the terms and conditions thereof in a manner not acceptable to the Employer, their EMD shall be forfeited. The Earnest Money shall be refunded to the unsuccessful tenderers within 30 days of finalization of the contract.

5. SECURITY DEPOSIT:

Upon acceptance of the tender by the Employer, an agreement in receipt of the Contract will be signed and executed between the Employer and the successful tenderer. The successful tenderer shall submit/deposit , an amount equivalent to 5% of contract value within in 15 days from the date of Letter of Acceptance (LOA), with the Employer by way of Pay Order or Demand Draft drawn in favour of Rashtriya Ispat Nigam Ltd, VSP, payable at Visakhapatnam or Bank Guarantee encashable at Visakhapatnam in the pro forma as per **Annexure-XI** from a Nationalized or Scheduled Commercial Bank having its Branch in Visakhapatnam. The Pay Order, DD, Bank Guarantee issued by Co-operative Banks are not acceptable. The Bank Guarantee furnished towards the Security Deposit shall be kept valid for a period of 6 (Six) months beyond the stipulated expiry period of the contract. In case the successful tenderer fails to deposit security deposit as stated above or refuses to sign the agreement / execute the contract , the EMD submitted along with tender shall be forfeited without prejudice to his being liable for any further losses or damage, incurred as a consequence by the Employer.

The security deposit shall not earn any interest. The EMD of successful tenderer will be returned after finalization of the contract agreement and submission of Security deposit by way of pay order / DD or verification of Bank Guarantee so submitted towards security deposit.

6. INTEGRITY PACT:

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

Nodal Officer :

Name	Sri B RAVI KUMAR,
Address	GM (MM), Main Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam- 530031
Contact Numbers	Mobile : 9989926882 P&T: 0891-2518534
e-mail ID	orkey@vizagsteel.com

External Independent Monitor(s):

Name	Sri. V V R Sastry	Sri Siva Prasad Rao,	Sri. P K Vijayakumar
Address	# 957, 9 th MAIN,	Flat No. 4 H, South Park,	Madhavam, Vaniyan Lane,
Contact	3 rd Stage, 3 rd block	Apartment, Opp. HDFC	Punkunnam (Post), Thrissur,
Number	Basaveswaranagar	Bank, Nallagandla By pass	Kerala,
s and	, Bangalore	Road, Nallagandla,	Pin – 680 002,
e-mail ID	Karnataka, mob	Serilingampally,	Mob no. 85473 81122,
	no. 98452 79327	Hyderabad – 500 019	email id vkmenon78@gmail.com
	email id	Mobile No: 9908511188	
	sastryvvr@gmail		
	.com		

7. PRICE OFFER:

- a) Tenderer should quote for all slabs of **Schedule – A, B, C & D**. The basic air freight charges from various countries on **FCA - International airport basis** and pick up charges (Ex-works charges) shall be quoted in **Schedule – A and Schedule –B** formats respectively for each country. Country wise currency should be as given in Annexure-IX. The rates should be quoted in both figures and words as per the price bid formats. Separate sheets of schedule – A and Schedule – B should be used for each country and all the weight slabs should be quoted. The basic air freight rates shall remain firm and no escalation shall be allowed during the contract period. Only Fuel Surcharge (F.S.C) and security surcharge (S.S.C) are variable and will be reimbursed as per notifications / documents from the respective air liners. Failing to submit such documentary evidence / proof FSC & SSC charges will not be paid. No any other charges / levies will be payable. Tenderer may submit the documentary evidence for the quoted Fuel surcharge and security surcharge along with their price offer as on date of submission. Freight charges shall be applicable from any international Airport of that country to any international airport in India. If tenderer indicates freight charges from/to any specific Load port/destination Airport by name or Gateway airport, or quotes for multiple International Airports **such offers will not be considered for evaluation for that country**. Any deviation to price bid formats or any counter conditions are made in price bids, such counter conditions will not be considered for evaluation, unless the same are brought in the deviation statement submitted along with commercial bid (Part-I). **Schedule – C and Schedule - D** are for (i) Agency charges for Custom clearing, forwarding, and (ii) Road transportation and door delivery charges for Import and re-export consignments respectively. Schedule- C & D should be quoted only once as they are common for all countries.

- b) As per INCOTERMS, whatever Expenditure /charges payable by consignee / Buyer/ Employer/ Importer at load port and destination ports are to be taken into account by the tenderer while quoting air freight and C&F charges. No additional charges are payable on account of load port and destination port expenditure except AAI/Customs custodian charges at destination port. The quoted freight rates are applicable up to max pallet/Box size of 305 x 230 x 150 CMs i.e 120"X 90" x 60" (Length x width x Height). If any one of the dimensions exceeds the above size, it will be treated as Over Dimensional Cargo (O.D.C). The quoted rates are applicable for all types of general cargo excluding O.D.C, Hazardous And inflammable cargo. However, for import Of such O.D.C, Hazardous And inflammable/dangerous cargo, IATA (International Air Transport Association) notified freight rates will be paid by VSP after due submission of documentary proof of IATA rates by the successful tenderer. Failing to submit documentary proof, the basic freight ,FSC& SSC rates quoted in the tender will be paid.
- c) Pick up / collection/ Ex-works charges shall be payable, in case the Purchase Order is on Ex-works or FCA-Supplier's Premises / Named place i.e other than Any International Airport. Pickup charges shall be quoted per kilogram as per the price bid format given in **Schedule-B** in the same currency of air freight charges (**Schedule-A**). Pickup charges shall remain firm and no escalation shall be allowed during the contract period. Separate sheet should be used for each country and all the weight slabs should be quoted.
- d) Clearing and Forwarding (C&F), Road Transportation and door delivery charges shall be quoted in Indian Rupees only for all delivery terms(C,D,E & F Group INCOTERNMS) like FCA, CPT, CIP,DAT,DAP etc., as per the formats given at **Schedule-C** and **Schedule-D** for both import and export consignments respectively. GST at actuals will be reimbursed to the successful tenderer on submission of GST registration No, Category of Service, other than the services registered under Goods transportation services against item (i) of Schedule – C & D. A copy of the GST registration certificate is to be submitted along with commercial bid. Price variation clause mentioned below at (f) will be applicable on the road transportation charges i.e item No: (ii) of Schedule – C & D. Any other charges/levies including CC fee, Delivery order charges , X-ray charges , AWB charges etc., are to be taken care by the tenderer while quoting the rates itself. The tenderer should consider all costs which are to be payable by the importer/consignee at both load port and discharge port as per the latest INCOTERMS while quoting rates. No other charges/items except the items indicted in the respective schedules will be considered. Only Insurance and Import Custom duty will be arranged by RINL/VSP.
- e) Tenderers shall quote for all Slabs of Schedule-A, & B in separate sheets for each country with respective country currency. Schedule- C & D will be quoted once only in separate sheets as Schedule C & D are common for all countries . Material transit insurance will be arranged by Employer / RINL-VSP.
- f) **PRICE VARIATION CLAUSE :**

This price variation clause will be applicable only on the Road Transportation charges. (i.e Road Transportation charges quoted at item No (ii) of Schedule – C & Schedule- D)

The Road Transportation and door delivery charges/ Rate consist of 70% as fixed component and 30% as variable component. The adjustment of escalation / de-escalation in transportation charges is applicable on the variable component only, in line with the change in diesel Price. All other rates shall be firm excepting for variation in the Price of diesel alone, if any, during the Contract period as per the following formula. However, the increased /

decreased rates shall be applicable from the 1st of the following calendar month from which the change in the rates takes place. The basic price of diesel for working out the variation in the rates will be the price of diesel as on tender opening date. The Employer shall revise the rates in case of any change in the price of diesel once in a month taking into account the price of diesel prevailing at Visakhapatnam on the last day of a particular month.

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

$$P_1 = P_0(0.70 + 0.30 \times F_1/F_0)$$

P_0 = Price given in the Tender /Contract

P_1 = Revised Price

F_0 = Retail Price of Diesel as on the date of Tender Opening at IOC dealers out let at Visakhapatnam

F_1 = Revised retail Price of Diesel at IOC dealers outlet at Visakhapatnam

The Employer shall inform the revised Rates by issuing an Amendment to the price schedule wherever applicable i.e for Road transportation items from time to time.

The approximate volume of imports during the next three years period with indicative quantities is placed at Annexure-IV. It must be clearly understood that the actual imports may vary based on the needs of the Employer and the successful tenderer must carry out the work as per the instructions of the Employer.

8. PAYMENT TERMS :

Bills in 4 sets (1 original + 3 Xerox copies) shall be submitted on a monthly basis for the work performed in the preceding month. Payment shall be released within 30 days from the date of receipt of Invoices supported by copies of the following documents.

- a. Copy of House Airway Bill.
- b. Copy of Bill of Entry.
- c. Original AAI/ Cargo custodian receipt for handling charges etc.,
- d. Original Delivery Challan duly acknowledged by the concerned Executive of VSP Stores Department or Xerox copy of delivery Challan duly counter signed by the executive of T&S section wherever the original Delivery Challan is misplaced.
- e. Air freight will be paid as per SBI TT selling rate as on date of HAWB date in Indian rupees.
- f. Copy Fuel & Security surcharge notification from the respective air liner.

Basic Air-freight charges, FSC and SSC shall be paid on the actual weight or Chargeable weight whichever is Higher. Chargeable weight is assessed based on volumetric conversion factor of 6000 Cubic CMs = 1Kg wt. Fractions of kilogram shall be rounded off to the next higher half-kilogram. Air freight will be paid as per SBI TT selling rate as on date of HAWB date in Indian rupees.

Payment shall be made by way of RTGS /NEFT only. Successful tenderer has to submit their bank A/c details for RTGS/NEFT payment as per Annexure- XIV along with commercial bid.

If purchase order is on Ex-works or FCA-Supplier's premises/Named place (Other than International Airport), then the Pickup charges are applicable. In case of FCA-Any international Airport pickup charges are not applicable.

9. METHOD OF EVALUATION:

- (a) Tenderer must quote **schedules A & B** for **each country without leaving any weight slab** separately. **Schedule C & D** should be quoted once only in INR for all slabs. Failing which, such offers are liable for rejection and will not be considered for evaluation for that country.
- (b) Only one Agency will be finalized for one country and the same agency may be awarded more than one country.
- (c) The exchange rate to convert foreign currency in to INR will be the TT selling rate of SBI as on date of opening of price bids. Only Schedules – A,B & C will be considered for Evaluation.
- (d) **Landed Net of Input tax credit Price(LNIP) for each country will be arrived as below based on Annexure -IV: (For evaluation Actual Wt / Chargeble Wt are same)**

Total Freight (FRT) = [Basic air freight upto 10kg slab x No. of Consignments + Total Wt Up to 10Kg slab x (FSC+SSC)] + [sum of (Each respective slab total Wt.qty x (respective slab basic freight rate +FSC+SSC))]

Total Pick Up (EXW) = [(Pickup rate x No. of consignments for up to 10 kg slab) + Sum of (each respective slab weight quantity other than up to 10kg slab x respective slab pickup rate)] x 10%

C&F Charges (CFT) = sum of (No of consignments of each slab x C&F rate i.e item No: (i) of Schedule – C)

GST on C&F charges will be added if applicable.

Transportation and door delivery Charges (TPT)= Sum of (No of Consignments of each slab x Respective slab Transportation Charges i.e Item (ii) of Schedule – C)

TOTAL VALUE = FRT + EXW +CFT + G.S.T on CFT + TPT+ G.S.T on TPT

LANDED NET OF Input tax credit Price VALUE = TOTAL VALUE – TOTAL G.S.T(G.S.T on CFT+ G.S.T on TPT)

GST on Transportation charge (TPT) will be added if applicable.

The above evaluation will be done on the tentative quantities indicated in Annexure-IV and the Lowest offer (L1) among the offers received for each county will be determined.

10. VALIDITY OF TENDER:

The tender shall be kept valid for acceptance for a period of 4 months from the date of opening of the tender. If the tenderer withdraws or amends the offer before expiry of the above period, the Earnest Money furnished by the tenderer shall be forfeited in full.

11. INSURANCE :

The insurance for the Cargo / material will be arranged by RINL/VSP. The successful Tenderer shall provide Insurance as per clause No: 22 of General conditions of Contract.

The successful tenderer shall also take Insurance Policy for payment of ex-gratia amount of Rs. 5,00,000/- (Rupees Five lakhs only) in case of any fatal accidents to the Contract Labour engaged by him in addition to the Workmen's Compensation Insurance Policy and third

Party Insurance. In case of any fatal accident takes place involving his workmen, the Contractor will arrange to pay the Ex-gratia amount within 30 days from the date of accident along with the workmen's compensation.

12. RIGHT TO ACCEPT/REJECT THE TENDERS:

The Employer reserves the right to accept the tender in full or in part and also reserves authority to award the contract to one or more than one agency, if considered necessary. The Employer does not bind themselves to accept the lowest tender and reserve the authority to reject any or all the tenders without assigning any reason whatsoever.

13 SUBMISSION OF TENDER:

Tenderers satisfying the eligibility criteria indicated above may submit their tenders strictly in accordance with the terms and conditions set out in various parts of this tender. The tender should not contain any counter conditions nor should any conditions be attached to the price bid. However, in case of any conditions, the same may please be appended / attached to the commercial bid (Part-I) as deviations to the tender conditions Price bid formats should not be changed.

Offers shall be submitted in two parts. **Part-I as Commercial Bid and Part-II as Price Bid.**
The commercial bid (Part-I) should not contain any indication of prices. Only technical details as sought should be enclosed.

(i) The Commercial bid (Part- I) should contain:

- (a) The original tender document **(50 Pages)** duly signed and stamped on all the pages including blank price schedules and Integrity pact as a token of acceptance of the tender conditions
- (b) All Documents referred at Eligibility Criteria at SI No: 1 (a) to 1(j)
- (c) DD/Pay order for Rs: 3,75,000.00 towards EMD
- (d) Statement of deviations if any quoted by the Tenderer with respect to terms and conditions of Tender document.
- (e) Details/Addresses of overseas associates of the tenderer for all countries indicating telephone/Fax Nos, Mobile No: contact persons, e-mail details etc.,
- (f) Xerox copies of all necessary documents confirming the company status as stipulated in SI No: 20 of "Instructions on Submission of Tender".
- (g) Confirmation of quote for all slabs of price schedules without changing price formats is to be certified in a separate letter by the tenderer.
- (i) RTGS/NEFT details of Bank for payments and return of EMD, S.D .

(ii) The price bid (Part-II) shall contain:

- (a) Schedule – A, Schedule –B for all countries (24 Countries) . Separate sheets should be used for each country. Currency for each country should be as per Annexure-IX. All slabs should be quoted.
- (b) Schedule- C and Schedule-D (Each One sheet only) . They are to be quoted in Indian Rupees as they are common for all countries. Item No: (i) and All slabs of Item No: (ii) should be quoted.
- (c) Notification w.r.t quoted Fuel surcharge (F.S.C) and security surcharge (S.S.C) issued by the respective air liner is to be submitted.

Please refer to the 'instructions on submission of tender' at Annexure-I for further details.

14. RISK ACTION:

During the tenure of the contract, if the successful tenderer fails to execute the work as per the instructions of the Employer, the Employer reserves the right to get such work done through other agencies entirely at the risk and cost of the successful tenderer.

15. TAXES AND DUTIES:

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

16. GENERAL:

This tender document consists of the following parts.

- 1) Invitation to tender
- 2) Instructions on submission of tender – Annexure-I
- 3) General Conditions of Contract – Annexure-II
- 4) Special terms & Conditions – Annexure-III
- 5) Tentative volume of business – Annexure-IV
- 6) Price Bid for Air Freight charges – Schedule A – Annexure-V
- 7) Price Bid for Pick up charges – Schedule B – Annexure-VI
- 8) Price Bid for C&F, Transportation and door delivery from any international airport to VSP stores – Schedule C – Annexure-VII
- 9) Price Bid for road transportation from visakhapatnam, C&F charges for Export of cargo for repairs to any country – Schedule D – Annexure-VIII
- 10) Country wise Currency Unit – Annexure-IX
- 11) Integrity Pact – Annexure-X
- 12) Proforma for Bank Guarantee – Annexure-XI
- 13) Cargo Arrival Notice (C.A.N) – Annexure-XII
- 14) Solvency Certificate proforma – Annexure -XIII
- 15) Bank details for NEFT payment proforma - XIV

In case of any conflict in the terms and conditions contained in the various parts of the tender document, the order of precedence shall be as follows:

- (i) Invitation to tender
- (ii) Special terms and conditions
- (iii) Instructions on submission of tender
- (iv) General conditions of contract

Invitation to tender precedes all other parts of the tender. Special terms and conditions precedes instructions on submission of tender and general conditions of contract.

Please go through the tender conditions carefully and submit the tender strictly in accordance with the terms and conditions laid down herein, to avoid rejection of the tender.

(M. Rajendra Prasad)
AGM

ANNEXURE-I**INSTRUCTIONS ON SUBMISSION OF TENDER**

1. The tenders shall be submitted in two separate sealed covers as follows:
2. Commercial Bid (Part-I) comprising of the documents detailed in the Invitation to tender. Price Bid (Part-II) comprising of Schedule of Rates. Both these covers are to be super scribed with the tender no. and date and the date of opening of tender. These 2 sealed covers shall be kept in another cover, which shall also be double sealed. The tender no. and date and the date of opening of tender shall be indicated on this outer cover also.
3. The price bids of those tenderers whose commercial bids are accepted only will be opened.
4. All corrections, additions, alterations, deletions amendments in the tender documents shall be authenticated by the initials/ signatures of the authorised officer of the Company and such corrections, additions, etc. shall also be initialed/ signed and rubber stamped by the tenderer in token of his knowledge of the same.
5. All offers shall be addressed to the DGM (MM)/T&S, RASHTRIYA ISPAT NIGAM LTD, VISAKHAPATNAM STEEL PLANT, III Floor, Administrative Building, Visakhapatnam-530031 in double sealed covers clearly super scribed with the tender No and Date, Tender description, and the date of opening of tender. Offers should be deposited in the appropriate tender box. The Commercial part of the bid (Part-I) shall be opened as specified in the tender documents in the presence of such tenderers who may choose to be present.
6. Tenders sealed and super scribed as above may also be sent by Courier/ Registered Post addressed to the above mentioned Officer. A tender which is received, after the time and date specified above, is liable for rejection.
7. The tenders not signed and stamped properly are liable for rejection.
8. Tenderers should quote in figures as well as in words in English the rates as specified in the Schedule of rates.
9. Tender forms containing 'Over-written' or 'erased', rate, Amount not shown in 'figures' & 'words' in English are liable to be rejection.
10. Scoring, cutting, deleting or mutilation in any form of tender document unless initialed (duly rubber stamped) by a Competent Officer of the Company, will be liable to rejection.
11. Tender quoting rates or units different from those prescribed in the tender schedules are liable for rejection.
12. Any tender containing clerical or arithmetical mistakes may liable for rejection.

Tender document shall be signed by tenderer with his usual signature. Tender by partners of Hindu Joint Family Firm be signed in the Firm's name by one of the Partners or the Karta or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders submitted by a COMPANY shall be signed in the name of the Company by a person authorised in this behalf and a power of attorney or

other satisfactory proof showing that the persons signing the tender documents on behalf of the COMPANY is duly authorized to do so, shall accompany the tender.

13. The tenderers shall sign all indices, specifications, General conditions of Contract, Special terms and Conditions, Schedules, etc. in token of acceptance thereof. The signature on the tender schedules alone shall be deemed to be acceptance of all the schedule of rates, specifications, General Conditions of Contract, Special terms and Conditions, etc. forming part of the tender documents. Noncompliance will result in rejection of the tender.
14. If a tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No request for modifications to the specification, item, descriptions, contract clause, etc. will however be entertained. If the contents of the covering letter are to be considered as part of the quotations, this should be specifically mentioned by the tenderer. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tender.
15. Tenderers should quote rates against the items in the tender schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed. If the tenderers feel that they would prefer modification of any item of work, such modification and rates for items so modified should be given separately with their covering letter.
16. Any request from the tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms and conditions or rates of his tender after opening of the tenders may lead to rejection of his tender.
17. Tenderers must also submit with the tender copies of testimonials with regard to their experience and satisfy the authorities calling for tender on the following points as and when called upon to do so.
18. His position as an independent Contractor or as the properly accredited agent of a responsible Firm, in proof of which he must produce the requisite registered power of attorney and the expressed authority from the same firm to act as its Agent.
19. His ability, either as Principal or Agent to undertake and carry out the work satisfactorily vouched for either by a responsible Firm or an Official.
20. **Full information should also be given by the tenderer along with tender in respect of the following :**

20.1 **In case of Individual:**

- a) His full name, address and place of business.
- b) His financial status.
- c) His previous experience.

20.2 **In case of Partnership Firms:**

- a) The names of all the partners and their addresses.
- b) Previous experience of the Firm and its Partners.

- c) An attested copy of the latest Partnership Deed must accompany the tender. Any change in the Constitution of the Firm shall forthwith be notified by the successful tenderer to the Employer.

20.3 **In case of Companies:**

- a) Date and place of registration including date of commercial certificate in case of Limited Companies. Certified copies of Memorandum and Articles of Association are also to be furnished.
- b) Previous experience.
- c) A copy of balance sheet for the year just ended should be submitted.

20.4 **In case of Co-operative Societies:**

- a) Date and place of registration and attested copy of Registration Certificate, certified copies of the rules and regulations of the Company.
 - b) Previous experience.
 - c) List of members and names of office bearers. Any change in the office-bearers of the Society shall forthwith be notified by the outgoing / incoming Chairman / President of the Society.
21. Any tender containing false information / particulars shall be liable to be rejected and tenderers found guilty of furnishing false information / particulars shall be debarred from any future dealings with the Employer.
 22. Acceptance of tender will be intimated to the successful tenderer through a Letter of Intent. The contractor shall be required to execute an Agreement within the time specified in the Letter of intent. In the event of failure on the part of the successful tenderer to sign the Agreement within the specified time, the amount of Security Deposit shall be forfeited and the acceptance of his tender shall be considered as withdrawn.
 23. No agreement is valid unless signed by the successful tenderer or his duly authorised agent and by a competent person on behalf of the Employer.
 24. The Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special terms and Conditions, specifications and the rates and amount quoted against the items of the Tender Schedule together with Letter of Intent awarding the work shall form the contract.

ANNEXURE-II**GENERAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

The following terms or expressions, as used in these “**GENERAL CONDITIONS OF CONTRACT**” in the Appertaining Invitation to Tender and Tender Schedules shall have the meaning here under:

- 1.01 “Employer” shall mean Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, incorporated under the Companies Act, 1956, with their registered office at Administration Building, Visakhapatnam Steel Plant, Visakhapatnam 530031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include their successors and assigns.
- 1.02 “Plant” shall mean the Plant or scheme in respect of the Employer’s Visakhapatnam Steel Plant.
- 1.03 “Site” shall mean the place or places envisaged by the Employer at which the services are to be performed under the contract.
- 1.04 “Tenderer” shall mean the person, Firm or Corporation submitting a tender against the Invitation to Tender and shall include his/its/their heirs, executors, administrators legal representatives, successors and assigns.
- 1.05 “Contractor” shall mean the tenderer whose tender has been accepted and shall include his/its/their heirs , e xecutors, administrators, legal representatives, successors and assigns approved by the Employer.
- 1.06 “Approved” shall mean approved in writing including subsequent written confirmation of previous verbal approval and ‘Approval’ shall mean approval in writing including as aforesaid.
- 1.07 “The Contract” shall m e a n the Invitation to Tender, General Conditions of Contract, Rates and amount accepted against the items of the Tender Schedule together with all correspondence entered into between the Tenderer prior to the issue of the Letter of Intent awarding the work, the contract Agreement/ Work Order and any other documents specifically indicated therein.
- 1.08 “Invitation to Tender” shall mean and / or include inquiry for the performance of service or services in connection with the Plant or for the planned extension or expansion thereof.
- 1.09 “Contract Sum” shall mean the sum named in the Tender subject to such additions there to or deductions therefrom as may be made under the provisions of the Contract.
- 1.10 “Dimensions” shall mean the extent of a line, area and volume. They are to be based on the metric system i.e. for length measurement in KM :

1 KM	...	1000 Mtrs.
1 Mtr.	...	100 Cm.
1 Dcm	...	10 Cm
1 Cm.	...	10 mm
For surface measurement in Sq.Mtrs. For Volume		

measurement in Cu.M.

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

2.0 LANGUAGE:

The Contract agreement and all correspondence between the Employer and the Contractor shall be in English Language.

3.0 HEADING AND NOTES:

The headings and notes is those General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part/ thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

4.0 SIGNING OF THE AGREEMENT:

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

5.0 SECURITY DEPOSIT:

- 5.1 The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit as specified in the 'Invitation to Tender' in favour of the Employer in one of the following forms .

Demand draft of the State Bank of India or any other scheduled bank payable at Visakhapatnam.

Bank Guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the Employer and in the pro forma given by Employer.

- 5.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations, or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.
- 5.3 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and the Employer will not be liable for payment of any interest on the security deposit or any depreciation thereof, or in case of bank deposit receipt, any loss resulting on account of failure of the Bank.
- 5.4 The Security Deposit amount shall be refunded / bank guarantee shall be released on application by the Contractor after the expiry of the six months from the end of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".
- 5.5 Should the extend or object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction of the contract sum by more than 10% then the security deposit shall be increased or reduced accordingly.

6.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

6.1 General:

The Contractor is entirely responsible for the due performance of the contract in all respects.

6.2 Sub-letting of contract:

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

6.3 Co-operation with other contractors

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

6.4 Responsibility for completeness:

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

incidental works not specifically mentioned in the contract but necessary for ensuring satisfactory completion of work as per the contract.

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

7.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

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

8.0 ACCESS TO SITE:

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

9.0 OBLIGATIONS OF THE CONTRACTOR

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

- 9.1.5 Complying with the instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.
- 9.1.6 Making all arrangements to ensure that other work is not impeded or workmen not endangered.
- 9.1.7 Affording the Employer access at any time to the site, giving any information desired by him about the progress of work and affording him all facilities for inspection provided under the contract work in such form as may be called for by the Employer.

9.2 Contractor's representatives:

- 9.2.1 In order to carry out his responsibilities under Article 9.1 the Contractor shall employ competent representative/s whose names shall previously have been communicated in writing by the contractor to the Employer to superintend the work.. The said representative/s shall be present at the site during working hours and any written instructions that the Employer or his authorized representatives may give to the said representative/s of the contractor shall be deemed to have been given to the contractor.
- 9.2.2 The Contractor shall ensure that each individual of the contractor's personnel at site shall cooperate with the Employer and submitting reports as to the progress of work to all other agencies engaged in the work to avoid difficulties in carrying out the work. Failure to extend such cooperation or misconduct or incompetence or negligence shall be sufficient cause for removal of such individual by the contractor forthwith upon request by the Employer. In such cases, the contractor shall provide immediately competent personnel to replace such individual at the contractor's own cost. In case of disagreement as to the cause of such removal the decision of the Employer shall be final.
- 9.2.3 The Contractor's representatives shall be made available for such periods as required by the Employer and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the Contract.
- 9.2.4 During the execution of the work, no personnel other than the contractor or his duly appointed representatives, sub-contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the Employer or his authorized representatives. The contractor shall not object to the execution of the work by other agencies and shall afford them every facility for the execution of their several works simultaneously with his own.
- 9.2.5 The work so far as it carried out in the Employer's premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the Contractor all reasonable facilities for carrying out his work. The contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and regulations.

9.3 Program of work and Progress Reports:

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

9.4 General supervision by the Employer and Coordination:

- 9.4.1 All the work shall be carried out under the general supervision and to the satisfaction of the Employer or his authorized representative.
- 9.4.2 The Contractor shall at all times work in coordination with the Employer and his authorized representatives. In respect of observance of local rules, administrative matters, coordination with other contractors and similar matters, the contractor and his personnel shall work under the coordination of the Employer.

9.5 PAYMENT OF TAXES:

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

9.6 Wages, Medical supervision etc.

- 9.6.1 The Contractor shall not employ for the purpose of the work any person below the age of 18 years. The Employer shall have the right to decide whether any labour employed by the contractor is below the age limit and to refuse to allow any labourer, when he considers to be underaged to be employed by the contractor.
- 9.6.2 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favorable than those established for similar work, trade or industry in the neighborhood or established by machinery or negotiations or arbitrations to which the parties are employees recognized organizations' of workers engaged in trade or industry in the neighborhood or prescribed by the State or Local authorities. In the absence of any rates or wages, hours or conditions by labour so established, the contractor shall observe conditions which are not less favorable than the general level obtained by other employees whose general circumstances in the trade or industry in which the contractor is engaged are similar.
- 9.6.3 The Contractor shall make regular and prompt payments of wages to the laborers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the contract is liable to be terminated.
- 9.6.4 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labour for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.
- 9.6.5 As a number of contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.
- 9.6.6 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The contractor shall, if required by the Employer, subject all his employees to regular medical checkup and produce satisfactory evidence of their being free from any contagious disease.

- 9.6.7 The Contractor shall also be responsible for the observation of the above clauses by his sub-contractor.

9.7 Withholding payment:

- 9.7.1 The Employer may withhold the whole or part payment for the work claimed by the contractor, which in the opinion of the Employer, if necessary to protect himself from loss on account of defective work not remedies or guarantees not met, claims filed against the contractor, failure by the Contractor to make due payments for materials or labour employed by him, damage to another contractor and so on. When grounds for withholding payment are removed to the satisfaction of the Employer, payments of the amount due to the contractor will be made by the Employer without delay.

9.8 Possession prior to completion:

- 9.8.1 The Employer shall have the right to take possession or use any completed or partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work in accordance with the contract.

10.0 STATUTORY AND OTHER OBLIGATIONS:

- 10.1 The Contractor shall be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any sub-contractor and for any damages to the Employer's or Third Party's properties caused by vehicles employed by the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages And compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in force by or in respect of, any workmen employed by the contractor in carrying out the contract and against all costs and (without prejudice to any other means of recovery)

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

- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the works of or any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any temporary works.
- 10.3 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or bye-laws.
- 10.4 In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to

fair wages, the Welfare measure and safety of labour etc., will be deemed to be part of the contract.

- 10.5 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour from time to time employed by the Contractor on the site.
- 10.6 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and foot-paths or of any other person and contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- 10.7 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.
- 10.8 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.
- 10.9 The use or sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, boarding houses, encampments, or other tenements owned, occupied by or within the control of the contractor or any of his employees, is strictly forbidden and the contractor shall exercise his influences and authority to the utmost extent to compliance with these conditions.
- 10.10 The Contractor must take sufficient care in moving his plant and equipment from one place to another so that they may not cause any damage to the property of the employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the employer is to be borne by the contractor.
- 10.11 The contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.

11.0 DUE DATES OF PAYMENT:

All payments to be made to the contractor, under this contract shall be by RTGS / NEFT mode of e-payment only within a reasonable time (30 days from the date of submission of clear Bills after the certification by the Employer or his authorized representative).

12.0 DEDUCTION FROM CONTRACT SUM:

The Employer shall be entitled to recover all costs, charges, damages or expenses which the Employer may have paid for which under the contract the contractor is liable by appropriating in part or whole from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Employer. Should this sum be not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Employer on demand the remaining balance due if any.

13.0 NEGLIGENCE:

- 13.1 If the contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the employer in connection with the work, or shall contravene the provisions of the contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the Contractor.
- 13.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the same making good, then and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may re-contract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.
- 13.3 In such event, the Employer shall without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- 13.4 If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up on the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials tools, tackle or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.

14.0 CONSTRUCTION OF CONTRACT:

- 14.1 The Contract shall be governed by the laws of India.
- 14.2 This contract and the articles thereof shall be interpreted and applied solely according to their wording, to the objects in view an "Ex aequo et bono". This contract shall in all respects be constructed and operated as a contract as defined in the Indian Contract Act 1872, and save as otherwise expressly provided herein shall be governed by the provision of the said Act.

15.0 RIGHTS OF THE EMPLOYER TO VARY, SUSPEND OR CANCEL THE CONTRACT:

- 15.1 The probable quantities of the several items of work are furnished in the schedule of quantities and it must be clearly understood the contract is not a lump sum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire work shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the work should correspond thereto.

- 15.2 The Employer shall have power to vary or alter the extent scope and/or technical character of the work under the contract and the contractor shall be bound by the same.
- 15.3 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 15.4 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be resumed by the contractor based on a schedule to be mutually agreed upon between the Employer and the Contractor.
- 15.5 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such a suspension of work.
- 15.6 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfil his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.

16.0 NON-WAIVER OF DEFAULTS:

Failure of the Employer to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the Employer may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the Employer will be exclusive of any other right or remedy and the employer will have all rights and remedies given under the contract and now or hereafter existing in law or by statute. The delivery by the contractor or receiving of or payment by the Employer for the work under this contract will not be deemed a waiver of the rights for any prior failure by the contractor to comply with any of the provisions of contract.

17.0 GENERAL DIRECTIONS OF WORK:

The contractor shall normally obtain and abide by the instructions given in writing by the Employer for carrying out the work pertaining to the contract. For this purpose, suitable records shall be maintained by the Employer to indicate instructions given to the contractor and acknowledgement thereof.

18.0 WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:

The Contractor shall execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer and shall comply with and adhere strictly to the Employer's instructions and directions on any matter (whether mentioned in the contract or not) concerning the works. The contractor shall take instructions and directions only from the Employer or his authorized representative.

19.0 SERVICE OF NOTICE ON THE CONTRACTOR:

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

20.0 SERVICE OF NOTICE ON THE EMPLOYER:

Any notice to be given to the Employer under the terms of the contract shall be served by

sending the same by post to or leaving the same at the Employer's last known address (or in the event of the Employer being a company to or at its registered office) and at the Employer's site office if such office exists.

21.0 INDEMNITY:

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

22.0 INSURANCE:

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

23.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC.

- 23.1 On receipt of all plant, machinery, equipment and cement etc. the contractor shall assume custody thereof and remain responsible there for until these are handed over to the Employer.
- 23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian be responsible for communicating to the Employer any shortages, breakages or damages etc. as soon as they come to his notice.
- 23.1.2 The entire cost of any material belonging to the Employer lost by the Contractor or any damage caused to such materials while in his care and custody shall be recovered from the contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the contractor.

24.0 ARBITRATION:

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

nominated by Chairman-cum-Managing Director of RINL shall be the sole judge to decide the questions/claims/ disputes / differences referred to him for Arbitration and his decision shall be final and binding on both parties. The venue of Arbitration shall be the registered office premises of RINL. Visakhapatnam.

- 24.2 The provisions of the Indian Arbitration Act, 1996 and the rules made there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this contract.

25.0 FORCE MAJEURE:

The Employer and the Contractor shall not be in any way liable for non-performance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lockout, fire, riots, war or insurrection or restraint imposed by government, act of legislature or other authorities and by reasons of any other cause of whatsoever nature beyond the control of either party.

26.0 DEATH, BANKRUPTCY ETC.

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof or compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstructions, or carry on its business under a receiver for the benefits of its creditors or any of them, the Employer shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the contractor or to the receiver or liquidator or any person, in whom the contract may become vested to give such receiver, liquidator or other person the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the contract.

27.0 GENERAL:

- 27.1 Should thereby any discrepancy, inconsistency, error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the contractor shall carryout the work in accordance with such decision.
- 27.2 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

ANNEXURE-III**SPECIAL TERMS & CONDITIONS****I. GENERAL PATTERN OF WORK:**

1. The successful tenderer shall have to follow up /chase, receive, and air freight the goods as per the stipulation of Purchase Order / Letter of Credit and forward the same to the Employer's Stores at Visakhapatnam from various countries.
2. On receipt of the consignments the agency shall doubly ensure that the goods are securely packed for air lifting so as to avoid damages in transit. In case of shipment is in multiple packages /purchase orders from same supplier in one go, the same shall be treated as one consignment for arriving the weight slab.
3. The work awarded to the successful tenderer shall inter alia, include the following operations.

II. AIR FREIGHTING:

1. On the basis of instructions given in the Purchase Order issued by VSP, the successful tenderer shall contact the supplier abroad and ensure regular followup / chasing for collection and forwarding of the consignments within the validity period of the L/C. In case delivery is extended supplier will produce copy of extension of letter / Fax/ Communication.
2. Collect the material from the supplier within 10 days from the date of receipt advice/information from the supplier where Purchase Order is on Ex-Works basis and ensure air freighting within next 3 days. In case the Purchase Order is on FCA - International airport basis, material may be air freighted within next 3 days from the date of issue of HAWB.
3. However, the successful tenderer shall arrange air freighting of the consignment in such a way that it reaches the destination airport within 10 working days from the date of HAWB.
4. The agent shall arrange dispatch of 1 set of advance documents to the Employer immediately on acceptance of cargo. In addition to this the agent shall furnish dispatch details by fax /e-mail giving the Purchase Order number, brief description of the material, quantity, value, no. of packages, flight no. and date, as soon as the consignment is air freighted. If the overseas agent/freight forwarder of successful tenderer books/accepts the material without proper documents like shipper's Invoice, Packing list, country of Origin etc., and material arrives in India before arrival of documents and could not be custom cleared by the successful tenderer with in the free time, then the demurrages/levies if any payable to statutory authorities like AAI etc., will be to the account of successful tenderer only.
5. Any delay in dispatch of consignment by more than 3 working days from the date of receipt may be intimated to us with the reasons thereof. The successful tenderer shall be responsible and accountable for proper safety, handling and storage while in their custody or in the custody of their overseas associates and the cost of any insurance on this account will not be to our account. The agent shall be liable to compensate to VSP for any loss of the goods while in their custody.
6. In case the forwarding agent incurs any expenditure on ancillary services like cartage, handling, documentation etc., the same is to be recovered from the supplier directly by the successful tenderer or his overseas associate/agent which are beyond the scope of

Incoterms. While quoting rates, the tenderer should consider/include all expenditure payable by the importer/consignee as per INCOTERMS at both load port and discharge ports for all schedules.

7. The successful tenderer shall ensure that there is no lien of any agency / airlines on the Employer. If in spite of this, VSP receives any claim from the carrier or any other agency, the same shall be forwarded to the successful tenderer for settlement, which shall be done on demand and without demur.
8. In case of change in the name of overseas agent after opening of the L/C on the request of the successful tenderer, VSP should be given a minimum of 30 days' notice prior to the change so that necessary amendment can be made in Purchase Order well in time and the expenditure incurred for amending the L/C shall be to the account of the successful tenderer only.

III. Clearance & forwarding, transportation and door delivery:

1. The successful tenderer or his associate should possess a valid CHA license from Customs Authority to undertake clearing & forwarding job.
2. The successful tenderer shall forward 1 set of advance document including air way bill copy, invoice copy, packing list copy etc., along with CAN and file the necessary Bill of Entry with Customs Authorities as per customs tariff rates along with the required documents and obtain customs clearance for clearance of materials. The successful tenderer shall do all formalities and documentation at the Customs, air cargo complex, airlines warehouses and other places as required.
3. The successful tenderer is responsible for filing correct Bill of Entry. In case of payment of higher duty than the actual by any reason, the successful tenderer will get refund to the employer from the Customs, otherwise the same shall be recovered from his bills though the check list is approved/confirmed by the employer.
4. All the formalities involved in the clearance of imported cargo including material sent for repairs to its supplier / manufacturer on re-import basis shall be completed by the successful tenderer and within time so that cargo is cleared within the time prescribed by the Airport Authorities & customs etc. The Employer will not be responsible for payment of any demurrages for their delay in custom clearing. Demurrages, if any, are to be borne by the successful tenderer, except in cases of (i) Force majeure conditions (ii) if the demurrage is attributable to employer/VSP due to delay in arranging custom duty and other documents if any after receipt of Check list, in such case the successful tenderer should establish the reasons for such delay by submitting the documentary evidence
5. All cargos shall be cleared under the Indian Customs Act. The successful tenderer shall be fully conversant with the relevant provision of the carriage of goods by customs act, Airport Authorities Act and other Acts, / Rules / Procedures etc, as are prevailing at the concerned airport for effecting clearance and take such steps to ensure that the company's interests are fully protected in the clearance of cargoes entrusted to them. The successful tenderer shall be required to perform all the duties which they are bound to do under the customs Act, Port rules and procedures as amended from time to time.
6. The Employer will arrange payment of customs duties on receipt and approval of Check list through online E-Payment module of Icegate. The AAI Charges or any statutory payment to Govt authorities will be paid directly by the successful tenderer, the same will be reimbursed at actuals along with bills on submission of original Receipts from AAI / Govt. authorities.

7. Where cargo is not traceable, successful tenderer shall issue "NOT FOUND" notice within the statutory period on the Airline Authorities/ Airport Authorities. Successful tenderer shall immediately apply for not found certificate from the concerned authorities. If the cargo is subsequently found and Airport rental charges, demurrage etc, if any has arisen on account of the failure of the successful tenderer to identify the cargo, the same shall be to the successful tenderers account.
8. The successful tenderer shall ensure that utmost care is exercised while loading of the consignments. If there is any damage to the consignment, all the losses on account of such damage shall be to the account of the successful tenderer. The delivery challan issued shall clearly indicate the condition of packages. In case of any damage the same should be indicated and a joint survey has to be organized among agents of Airliner, Customs, AAI/APSTC, successful tenderer surveyor and VSP's insurance Surveyor at their own cost to protect the rights of the employer/VSP for lodging claim on insurance. A copy of joint survey report is to be furnished immediately after clearance and the same shall be indicated on the delivery challan. Failure to do so by the successful tenderer shall make him responsible for all the damages to the consignment.
9. The successful tenderer shall be responsible for the safe custody of the consignments till such time the consignments are received by an authorized representative of the Employer. The successful tenderer shall provide tarpaulin and other items for proper protection against cyclone, rain, fire, wind etc. and all losses due to such failure will be to the account of the successful tenderer.
10. Any damage or losses that may be suffered or incurred by the Employer on account of non-fulfillment of any or all the obligations of the successful tenderer/ shall be made good by the successful tenderer without prejudice to the Employer's other rights and remedies. The decision of the Employer in respect of such damages, losses, charges cost or expenses shall be final and binding on the successful tenderer.
11. The successful tenderer shall lodge, within the time limits prescribed all formal notices of claims with the customs, Airport Authorities and other concerned. Authorities in all cases of excess payments, damage, loss of cargo etc. as the case may be. If any loss is incurred by the company due to failure on the part of the contractor in doing the above, the entire loss thus incurred shall be recovered from the successful tenderer. The company shall render all necessary assistance by providing available documents or other particulars called in by the successful tenderer in the said process.
12. If the successful tenderer fails to prefer valid claims or exercise proper diligence and economy in clearance, handling and dispatch of the company's cargo the loss sustained by the Employer shall be recovered from the Contractor.
13. The Employer will arrange insurance for their cargo and will lodge claim on the Insurance Company on the following basis.
 - i) In case of Short landed cargo, necessary shortage certificate /endorsement on AWB certificate has to be obtained by the successful tenderer.
 - ii) For consignment landed in damaged conditions / open box / damaged packages, the successful tenderer shall immediately apply and obtain survey reports from the Customs Authorities / Under writers, etc. as the case may be within the statutory time limit prescribed for the survey. The survey reports are required for lodging claims and obtaining compensation from the parties responsible for the loss / damage. The successful tenderer shall be responsible to ensure that the claim is not repudiated at a

later stage by the concerned authorities on account of time bar or for any other reasons. The successful tenderer shall not be entitled to any extra remuneration for the services rendered in obtaining short landed certificates / survey reports.

- iii) Monetary claim notice with acknowledgement card due has to be served on carriers transporters immediately. In case of International Air Cargo the time limit is within 14 days and in case of domestic airlines 7 days from the date of arrival of cargo. In case of other cargo such time limit is before or at the time of removal of goods. The time limit for lodging claims on transporters / carriers is six months from the date of LR/RR/AWB.
14. The successful tenderer shall be responsible to obtain e-way bills from RINL/VSP for each consignment custom cleared and the same is to be accompanied with the respective transport vehicle in line with instruction of goods and services tax authorities. In case, if any vehicle moved without e-way bill and subsequent penalties any levied by Commercial Taxes Department are to the account of the CHA only and for which RINL/VSP is not responsible.

IV. Agency Charges for Clearing and Forwarding (i.e Item (i) of Schedule C & D) :

Agency charges includes Customs Clearance, forwarding, documentation work including all formalities with customs, port, agents etc., including preparation of Bills of Entry, jotting Challan, executing bonds and discharge of the same on fulfillment of the requirement , obtaining delivery orders from Agents, attending to Entry Tax formalities, Checking up of packages on landing verification of damages, arrangement for survey (including Survey charges payable to Surveyor), forwarding of Survey reports immediately after survey, obtaining short – landing certificates, arranging Customs inspection and first appraisalment at Docks, location of packages, collection of LR from transporter, arranging gate (Port) delivery / direct delivery of hazardous cargo where ever required, preparation submission and finalisation of the reconciliation statements of receipts and dispatchers, initiation, lodging and processing of Customs and Port claims until finalization. The agency charges also include expenses towards stationery, cost of stamp paper (for execution of bonds and indemnities etc.) Xerox, postage, fax, telex and trunk call charges, staff over time conveyance for the staff and Customs / Port officials wherever required and any other charges relating / in connection with clearance of Air consignments.

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ANNEXURE-IV**TENTATIVE VOLUME OF IMPORTS ANTICIPATED DURING 2013-16**

(Quantities are approximate only, may vary largely on either side)

COUNTRY		UPTO 10 KG	+10 TO 50 KG	+50 TO 100 KG	+100 TO 300 KG	+300 TO 500 KG	+500 TO 1000 KG	+1000 TO 1500 KG	+1500 TO 2000 KG	ABOVE 2000 KG
AUSTRALIA	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	96	101	301	501	1001	1501	2001
AUSTRIA	No of Consignments	1	1	1	3	1	1	1	1	1
	Total Wt in Kgs	1	11	60	629	301	501	1001	1501	2001
BELARUS	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2001
CANADA	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	58.5	101	301	501	1001	1501	2001
CHINA	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2862
CZECH REPUBLIC	No of Consignments	1	2	1	3	3	1	1	1	1
	Total Wt in Kgs	5	68	56	533	1275	560	1119	1501	2001
DENMARK	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2001
FINLAND	No of Consignments	4	1	1	1	1	1	1	1	1
	Total Wt in Kgs	17	11	51	101	301	501	1001	1501	2001
FRANCE	No of Consignments	6	3	1	1	1	2	1	1	1
	Total Wt in Kgs	13.5	107	57	140.3	301	1173	1001	1501	2001
GERMANY	No of Consignments	12	15	15	11	3	2	1	1	3
	Total Wt in Kgs	16	489	1067.1	1890.5	1127	1297	1170	1501	18499
ITALY	No of Consignments	3	6	2	5	1	1	1	1	3
	Total Wt in Kgs	10.5	149.0	147	879	301	968	1260	1880	7645
JAPAN	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	6.9	11	51	887	301	965	1075	1501	2001
LUXEMBURG	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	64	102	301	501	1001	1501	2001
NETHERLANDS	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2001
RUSSIA	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2001

COUNTRY		UPTO 10 KG	+10 TO 50 KG	+50 TO 100 KG	+100 TO 300 KG	+300 TO 500 KG	+500 TO 1000 KG	+1000 TO 1500 KG	+1500 TO 2000 KG	ABOVE 2000 KG
SINGAPORE	No of Consignments	2	2	1	1	1	1	1	1	1
	Total Wt in Kgs	10	57.5	51	153	301	501	1001	1501	2001
SOUTH KOREA	No of Consignments	1	1	1	2	1	1	2	1	2
	Total Wt in Kgs	1	43	68	101	301	501	1123	1501	6153
SPAIN	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	66	101	301	501	1001	1501	2001
SWEDEN	No of Consignments	2	1	1	1	1	1	1	1	1
	Total Wt in Kgs	7.9	11	88	121	301	501	1001	1501	2001
SWITZERLAND	No of Consignments	8	5	1	1	1	2	1	1	1
	Total Wt in Kgs	39.7	122.66	84	115	301	1572	1001	1501	2001
UK	No of Consignments	8	3	2	4	1	1	1	1	1
	Total Wt in Kgs	42.5	83.08	177	683	301	501	1001	1501	2001
UKRAINE	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	156	301	501	1001	1501	2001
USA	No of Consignments	4	4	1	4	1	1	1	1	1
	Total Wt in Kgs	20	80	51	799	301	501	1001	1501	2001
UZBEKISTAN	No of Consignments	1	1	1	1	1	1	1	1	1
	Total Wt in Kgs	1	11	51	101	301	501	1001	1501	2001

Tender No: T&S/19-22/AIR/001

ANNEXURE-V**SCHEDULE-A****PRICE BID FOR BASIC AIR FREIGHT CHARGES FROM ANY INTERNATIONAL AIRPORT OF****<Country Name> _____ TO ANY INTERNATIONAL AIRPORT OF INDIA****(Column (2) below is required to be filled in by the tenderer with the same unit of currency of the country indicated in the Annexure-IX including FSC & SSC)****RATES TO BE QUOTED FOR AIR FREIGHTING ON FCA-ANY INTERNATIONAL AIRPORT DELIVERY TERMS.**

WEIGHT SLABS (1)	CURRENCY UNIT (2)	RATE UP TO 10KGs in Figures (3)	RATE UP TO 10 KGs IN WORDS (4)
UP TO 10 KGS			
WEIGHT SLABS (1)	CURRENCY UNIT (2)	RATE PER KG (In Figure) (3)	RATE PER KG IN WORDS (4)
+10 TO 50 KGs			
+50 TO 100 KGs			
+100 TO 300 KGs			
+300 TO 500 KGs			
+500 TO 1000 KGs			
+1000 TO 1500 KGs			
+1500 TO 2000 KGs			
ABOVE 2000 KGs			
Fuel Surcharge (F.S.C) per Kg:			
Security Surcharge (S.S.C) per Kg:			

NOTES:

- 1) The tenderers must quote for all the weight slabs indicated above. If the rate is not quoted for any one of the slab, the offer shall not be considered for that specific country. Separate sheets should be used for each country. If tenderer indicates freight charges from/to any specific Load port/destination Airports by name or Gateway airport, or quotes for multiple International Airports such offers will not be considered for evaluation for that country.
- 2) Freight rates quoted above are firm during the contract period. except F.S.C & S.S.C charges. As per latest INCOTERMS, whatever charges are payable by the consignee /buyer/Importer at load port, the same are to be taken care in the above rates by the tenderer . No other charges will be payable.
- 3) In case of any discrepancy between figures and words, the rate mentioned in words shall prevail.
- 4) Currency unit for basic freight should be as per Annexure-IX for the respective country. Same Currency unit for both fuel and security surcharges. Fuel & security surcharges are reimbursable at actual on submission of proof from airliner. Otherwise, above quoted rate will be considered for payment.
- 5) Material transit insurance will be arranged by RINL/VSP.

ANNEXURE-VI**SCHEDULE-B****PRICE BID FOR PICK UP/ Ex-WORKS CHARGES FROM ANY LOCATION IN <Country Name> _ _ _ _ _****PICK UP CHARGES FOR EX-WORKS /FCA- SUPPLIER PREMISES /NAMED PLACE AS PER PURCHASE ORDERS****(Column (2) below is required to be filled in by the tenderer with the same unit of currency of the country indicated in the annexure-IX only)**

WEIGHT SLABS	CURRENCY UNIT	PICK UP RATE UP TO 10KGs in Figures	RATE UP TO 10 KGs IN WORDS
(1)	(2)	(3)	(4)
UP TO 10 KGS			
WEIGHT SLABS	CURRENCY UNIT	PICK UP RATE PER KG (In Figure)	RATE PER KG IN WORDS
+10 TO 50KGs			
+50 TO 100 KGs			
+100 TO 300 KGs			
+300 TO 500 KGs			
+500 TO 1000 KGs			
+1000 TO 1500 KGs			
+1500 TO 2000 KGs			
ABOVE 2000 KGs			

NOTES:

- 1) The tenderers must quote for all weight slabs indicated above. If the rate is not quoted for any one of the slab, the offer shall not be considered for that specific country (incl. Schedule – A , C & D offers). Separate sheets should be used for each country.
- 2) Pickup charges includes all loading , unloading , handling, transportation charges etc., which are payable by the importer / consignee as per Ex-works delivery terms of latest INCOTERMS and are firm during the contract period.
- 3) Same Currency Unit should be used as per Annexure –IX for the respective country.
- 4) In case of any discrepancy between figures and words, the rate mentioned in words shall prevail
- 5) Material transit insurance will be arranged by RINL/VSP.

ANNEXURE-VII**SCHEDULE-C**

**PRICE BID FOR CLEARING , FORWARDING (C & F) , ROAD TRANSPORTATION AND DOOR DELIVERY
CHARGES TO RINL / VSP STORES FOR IMPORTED AIR CONSIGNMENTS LANDING AT ANY
INTERNATIONAL AIRPORT OF INDIA
(FOR ALL DELIVERY TERMS – i.e C, D, E, F GROUP INCOTERMS)**

(i) Agency charges for Clearing & Forwarding :

Description	Rate per each BoE in Figures ()	Rate per each BoE in words
Clearing and Forwarding (C & F) charges for each Consignment /BoE		

(ii) Road Transportation and Door Delivery Charges to VSP stores :

WEIGHT SLABS	Currency	RATE per Slab in	RATE per Slab IN WORDS (Rupees:)
(1)	(2)	(3)	(4)
UPTO 10 KG			
+10 TO 50 KG			
+50 TO 100 KG			
+100 TO 300 KG			
+300 TO 500 KG			
+500 TO 1000 KG			
+1000 TO 1500 KG			
+1500 TO 2000 KG			
ABOVE 2000 KG			

NOTES:

- 1) The tenderers must quote for all the weight slabs indicated above. If the rate is not quoted for any one of the slabs, the offer shall not be considered (incl. Schedule – A , B & D offers).
- 2) Any other charges / levies payable by the importer / consignee as per latest INCOTERMS at destination airport , like customs documentation charges for filing TR6 & BOE, D.O charges, loading , unloading , handling, transportation charges etc., are to be taken care while quoting the above rates except statutory payments to AAI and any other Govt agencies.
- 3) In case of any discrepancy between figures and words, the rate mentioned in words shall prevail
- 4) Price escalation will be applicable on Road transportation and door delivery charges only.

ANNEXURE-VIII**SCHEDULE- D****PRICE BID FOR CLEARING , FORWARDING (C & F) , COLLECTION FROM RINL/VSP STORES, ROAD TRANSPORTATION TO ANY INTERNATIONAL AIRPORT OF INDIA FOR EXPORT (FOR ALL DELIVERY TERMS – i.e C, D, E, F GROUP INCOTERMS)****(i) Agency charges for Clearing & Forwarding :**

Description	Rate per each Export Shipping Bill in Figures ()	Rate per each Export Shipping Bill in words
Clearing and Forwarding (C & F) charges for each Export Shipping Bill.		

(ii) Collection ,Road Transportation Charges to any International Airport of INDIA :

	Currency	RATE per Slab in ()	RATE per Slab IN WORDS (Rupees:)
(1)	(2)	(3)	(4)
UPTO 10 KG	₹		
+10 TO 50 KG	₹		
+50 TO 100 KG	₹		
+100 TO 300 KG	₹		
+300 TO 500 KG	₹		
+500 TO 1000 KG	₹		
+1000 TO 1500 KG	₹		
+1500 TO 2000 KG	₹		
ABOVE 2000 KG	₹		

NOTES:

- 1) The tenderers must quote for all the weight slabs indicated above. If the rate is not quoted for any one of the slabs, the offer shall not be considered (incl. Schedule – A , B & C offers).
- 2) Any other charges / levies payable by the Employer/ consignor as per latest INCOTERMS at dispatch airport , like customs documentation charges for filing export Shipping Bill, loading , unloading , handling, transportation charges etc., are to be taken care while quoting the above rates except statutory payments to AAI and any other Govt agencies and Air freight.
- 3) In case of any discrepancy between figures and words, the rate mentioned in words shall prevail
- 4) Price escalation will be applicable on collection, road transportation charges only.

ANNEXURE-IX**COUNTRY WISE CURRENCY UNITS**

(To be used for quoting price bids)

(Same Currency Unit of the country should be used for quoting in Schedule-A and Schedule-B)

Sl No	Country	Currency Unit
1	AUSTRALIA	AUD
2	AUSTRIA	EURO
3	BELARUS	USD
4	CANADA	CAD
5	CHINA	USD
6	CZECH REPUBLIC	EURO
7	DENMARK	DKK
8	FINLAND	EURO
9	FRANCE	EURO
10	GERMANY	EURO
11	ITALY	EURO
12	JAPAN	JPY
13	LUXEMBURG	EURO
14	NETHERLANDS	EURO
15	RUSSIA	USD
16	SINGAPORE	SGD
17	SOUTH KOREA	USD
18	SPAIN	EURO
19	SWEDEN	SEK
20	SWITZERLAND	CHF
21	UKRAINE	USD
22	UNITED KINGDOM	GBP
23	USA	USD
24	UZBEKISTAN	USD
25	UAE	UDS

ANNEXURE-X**INTEGRITY PACT**

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal:

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

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
 - (a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

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

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

- (1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 - Compensation for Damages:

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

Section 5 - Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the 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) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor(s)(IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,
- (2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.
- (6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 - Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 - Other provisions:

- (1) This Pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.
- (2) Changes and **supplements** as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as

he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

(For & On behalf of the Principal Bidder/
Contractor)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Witness 1 :
(Name & Address)

Date: _____

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

- 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
- 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
- 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted

- 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1 Failure to furnish correct information in detail, as called for in 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.

ANNEXURE-XI

BANK GUARANTEE BOND
(To be used by Nationalised/Scheduled Commercial Banks)

In Consideration of the RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM duly constituted under the Indian Companies Act, 1956 (hereinafter called "The COMPANY") having agreed to exempt M/s.(name & address)(hereinafter called "the said CONTRACTOR) from the demand, under the terms and conditions of an Agreement datedmade between the COMPANY and M/s..... to..... (.....)

(hereinafter called "the said Agreement) of Security Deposit for the due fulfillment by said CONTRACTOR(S) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupeesonly)

We.....(Name of the Bank & address)..... do hereby undertake to guarantee the COMPANY to the extent of Rs.....(figures & words).

We.....(Name of the bank & address).....further agree that if a demand is made by the COMPANY for honouring the Bank Guarantee we.....(Name of the Bank & address)have no right to decline to cash the same for any reason whatsoever. The fact that there is a dispute between the said CONTRACTOR(S) and the COMPANY is no ground for us(Name of the Bank & address) to decline to honour the Bank Guarantee. The very fact that we.....(Name of the Bank & address) decline to honour the Bank Guarantee is a sufficient reason for the COMPANY to enforce the Bank Guarantee unconditionally without any reference to the said CONTRACTOR(S).

We(Name of the Bank & address).....,further agree that a mere demand by the COMPANY is sufficient for us.....(Name of the Bank & address) to pay the amount covered by the Bank Guarantee without demur without reference to the said CONTRACTOR(S) and any protest by the said CONTRACTOR(S) cannot be a valid ground for us(Name of the Bank & address)to decline payment to the COMPANY.

We.....(Name of the bank)further agree that the guarantee herein contained shall remain in full force and effect during the period shall continue to be enforceable till all the dues of the COMPANY under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged, and till the COMPANY certifies that the terms and conditions of the said Agreement have fully and properly carried out by the said CONTRACTOR(S) and accordingly, discharges the guarantee subject however, that the COMPANY shall have no rights under this Bank Guarantee after the expiry ofmonths from the date of its execution.

If a notice of demand is served on the Bank by the COMPANY before the expiry of the guarantee, then, notwithstanding anything to the contrary herein contained the liability of the Bank under this guarantee will continue until terminated by operation of law.

We(Name of the Bank & address).....further agree that the COMPANY shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or extend time of performance by the said CONTRACTOR(S) from time to time or to postpone for any time or from time to time, any of the powers exercisable by the COMPANY against the said CONTRACTOR(S) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation or

extension being granted to the said CONTRACTOR(S) or for any forbearance act or omission on the part of the COMPANY or any indulgence by the COMPANY to the said CONTRACTOR(S) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.....(Name of the Bank & address).....

The COMPANY shall have the fullest liberty to claim payment of the amount or amounts from time to time under this guarantee, subject to the ceiling limit of Rs.----- (BG Value) as referred to above and this guarantee shall not become invalid or infructuous because of the partial demands made by the COMPANY upon us for payment under the circumstances stipulated herein above and this guarantee shall hold good in favour of the COMPANY to the extent of the balance amount covered under this Guarantee.

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

We.....(Name of the Bank & address).....lastly undertake not to revoke this guarantee during its currency except with the prior consent of the COMPANY in writing.

Dated theday oftwo thousand and

(Name of the Bank & address)
SEAL OF THE BANK

ANNEXURE – XII**AIR CARGO ARRIVAL NOTICE**

Ref :

Dt.

TO:
 TRANSPORT & SHIPPING SECTION (SMALLS)
 MATERIAL MANAGEMENT DEPARTMENT
 BLOCK – A, ADMN BUILDING, IIIRD FLOOR
 VISAKHAPATNAM STEEL PLANT
 VISAKHAPATNAM = 530031

Ref: PO NO.

Dt.

Dear Sir/s

With reference to LOI / Agreement No: _____, Please be informed that the under mentioned consignment arrived through our air consolidation service and has been deposited at airport cargo complex with Customs / International Airport Authority. Please make necessary arrangements to arrange custom duty at the earliest. Check list follows. Free time allowed is only _____ working days from date of landing.

1. Airway Bill Details:

HAWB NO	Dt.	MAWB NO	Dt.

2. Flight Details:

Flight Name & No	IGM No. Dt.	Origin airport & ETD	Transshipment airport & ETD	India Airport ETA & Time

3. Consignment Details:

No of Packages	Gross Weight In Kgs	Chargeble Weight In Kgs	Invoice Value	Brief Description

4. Freight Details:

Details	Currency	AAI Exchange rate	
Pickup			
BASIC Freight			
FSC			
SSC			
TOTAL FRIEGHT			

AUTHORISED SIGNATORY WITH SEAL

ANNEXURE – XIII

PROFORMA OF SOLVENCY CERTIFICATE

Certified that Mr. /M/s. _____ is/are having
his/their Bank Account with _____ Bank that he/they is/are
solvent and that he/they has/have the Financial capacity to execute the work of **“Air freighting of
overseas Consignments, Customs Clearing & Forwarding, Transportation and door delivery at VSP
stores, Visakhapatnam Steel Plant, Visakhapatnam”** for a value of **Rs: 1.0 Crore (In words: Rupees:
One Crore only)** per annum. Their account operation with us for the past one year is satisfactory.

Signature/Designation

**Name of Bank
(Seal)**

Date :

Place:

ANNEXURE – XIV**Bank Account Data format for NEFT Mode of Payment**

1	Name of the Contractor:	
2	Contractor's Code:	
3	<u>Beneficiary Details:</u>	
	(a) Name of the Beneficiary: (Max 35 Characters)	
	(b) Bank Name: (Max 35 Characters)	
	(c) Branch Name & City (Max 35 Characters)	
	(d) Account Number: (Max 35 Characters)	
	(e) Account Type (Savings/Current/Cash/Overdraft Mention Code No also)	
	(f) Beneficiary Bank's IFSC Code: (Max 11 Characters)	

(Signature of Contractor)

Name :

Designation :

Certificate

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

Signature of Branch Manager

Bank Seal.