

# **Corrigendum-1**

## **TERMS AND CONDITIONS FOR STORES**



RASHTRIYA ISPAT NIGAM LIMITED VISAKHAPATNAM STEEL PLANT

(A Govt. of India Enterprise)

CENTRAL STORES DEPARTMENT,

VISAKHAPATNAM - 530031, ANDHRA PRADESH - INDIA

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### **NOTICE INVITING TENDER (NIT)**

**NIT TYPE: 2-PRT BID E-RFX**

**TENDER REF NO. : RINL/VSP/MM-STORES/AOIT/2021-2024/01, Dated 30.09.2021**

OPEN TENDERS IN THE PRESCRIBED FORM ARE INVITED FROM THE REPUTED /  
EXPERIENCED TENDERERS FOR THE FOLLOWING

**1. NAME OF THE WORK:**

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

**2 KEY INFORMATION:**

Type of Bid	Type of Submission	EMD in INR	Bid Submission Dead Line date & time	Bid Opening Date & time
TWO PART BID	E BID	NIL	11.10.2021 Before 1030 Hrs	11.10.2021 After 1030 Hrs

**Contract Period:** The Tenure of the Contract is for a period of 3 years from the date of LOI. However, the contract period can be extended for another 4 months at the same Rates, Terms and conditions at the sole discretion of RINL-VSP. The extension period can be short closed at the sole discretion of RINL-VSP.

**3 OFFER VALIDITY DATE:**

Your offer should be valid for 90 days from the date of opening of Technical RFX

**4 CURRENCY: INR.**

**5 ELIGIBILITY/EXPERIANCE CRITERIA :**

Work Orders and Freight Earning Value in INR	Annual Turnover in INR
i) Copies of work orders of Road Transportation Contracts from at least two reputed organizations	Rs.40 Lakhs in at least any one year during the

<p>during any three years of the preceding seven years for a total value of Rs.20 Lakhs,</p> <p>ii) A certificate from practicing chartered accountant to the effect that the applicant has handled transport contracts with freight earning of value not less than Rs.20 lakhs(Rupees twenty lacks only) in any three of the preceding seven financial years 2014-2015 to 2020-2021</p>	<p>preceding 7 years</p>
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#### 6. NATURE & SCOPE OF WORK:

The scope of work is Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India as detailed in the ' Scope of Work' attached to RFx. The approximate total quantity to be handled is 2000- 3000 MTs per annum. However, item-wise expected tonnage to be handled per annum is indicated at Schedules A to D. Tonnage indicated against each item of schedule is only approximate which may vary depending upon exigencies. This shall be distributed among two parties without any commitment in quantity distribution.

#### 7 ITEM DETAILS/BOQ:

- A. As enclosed Schedule A to D.
- B. The total work will be distributed in the ratio of 50:50 and awarded to two different agencies. The 50% of work will be awarded to L-1 Tenderer and remaining 50% work will be to L-2 Tenderer and in the order of comparative positions subject to matching their quoted value with quoted / negotiated value of L-1 Tenderer and while awarding the work, the total BoQ will be split in the ratio of 50:50 keeping other terms & conditions same.

#### 8. LIST OF TENDER DOCUMENTS:

ITT, PQC requirements, Special Terms and Conditions of Contract, ,Scope of Work, Addl. Terms and conditions of Contract, Schedules and BOQ, General Conditions of Contract of GEM, Additional Terms and conditions of GEM, Integrity Pact, Annexures (1 to 13 ), Addl. Special Conditions, Scope of Work, Special Terms and Conditions of Contract, Overall BoQ

#### 9. DOCUMENTS TO BE UPLOADED IN TECH BID :

The following self-attested (Signed and stamped/sealed by authorized signatory) are to be

uploaded in the Tech bid.

Statutory Documents to be submitted, wherever specified

Supporting PQC documents as mentioned in PQC requirements.

VSP reserves the right to reject the offer in case the required documents are not submitted.

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

**10.1** The Tenderer shall produce the following documents duly certified by a practicing Chartered Accountant as per Format at Annexure-V(A):

- i) A certificate from practicing chartered accountant to the effect that the applicant has handled transport contracts with freight earning of value not less than Rs.20 lakhs(Rupees twenty lacks only) in any three of the preceding seven financial years 2014-2015 to 2020-21.
- ii) That the tenderer had a turnover of Rs.40 Lakhs in at least any one year during the preceding 7 years
- iii) Copies of work orders of Road Transportation Contracts from at least two reputed organizations during any three years of the preceding seven years for a total value of Rs.20 Lakhs, as per annexure-V.

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

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

**The tenders not fulfilling the above pre-qualification criteria at point 10.1 to 10.3 shall not be considered and their tenders will be summarily rejected.**

**10.4** (i) Tenderers are required to unconditionally accept the “*Integrity Pact*” enclosed to the Tender document and shall submit the same duly signed along with their offer.

Offer of the Tenderers received without Integrity Pact duly signed, shall not be considered. (ii) The Independent External Monitors (IEM) are Air Marshal Naresh Verma, IAF (Retd) and Sri B. Prasada Rao, Ex-CMD, BHEL are placed on VSP website. (iii) The Nodal Officer is Sri Ajay Kumar Das GM(MM), RINL, VSP. He can be contacted on mobile No. 9866021635 and at e-mail: [dasak@vizagsteel.com](mailto:dasak@vizagsteel.com)

## 2.0 GENERAL

- 2.1 . *The bidders are advised to upload all the necessary self attested documents duly stamped/sealed documents in support of their experience/credentials. However, clarifications w.r.t. the documents already submitted by the Tenderers shall be sought wherever required.*
- 2.2 Tenderers who are eligible for exemption from submission of Security Deposit, are required to execute Performance Guarantee (PG) Bond in the VSP specified format on a non-judicial stamp paper of value of Rs.100/- **purchased in the State of AP in the name tenderer.**
- 2.3 Tenderers who wish to submit Security Deposit in the form of Bank Guarantee(BG), are required to execute in the VSP specified format on a non-judicial stamp paper of value of Rs.100/- **purchased in the State of AP in the name of issuing Bank.**
- 2.4 VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

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Following Details to be furnished by the tenderer compulsorily (neat & legible) while submitting the tender schedule)

1. PAN :
2. Status / Reason for not having PAN:
3. GST No. :
4. Official Address :
5. Phone / Mobile No. :
6. E-mail id :
7. Vendor Code with VSP, if available:
8. Status of the firm : Proprietary / Partnership / Others (Specify)  
\_\_\_\_\_
9. Authority to sign : Proprietor / Managing partner / Power of Attorney holder

Yours faithfully,

(Signature of Tenderer with Seal & date)

Name:.....

Name of Partners of the Firm

1. \_\_\_\_\_

2. \_\_\_\_\_

## **General terms and conditions on GeM 3.0 (Version 1.18)**

### **1. Introduction**

This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the **resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable).**

Government e-Marketplace (GeM) is the National Public Procurement Portal; an end- to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. The portal is owned and managed by GeM SPV which is a Section 8 (Non- Profit) Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

### **2. General Terms and Definitions:**

- a. **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.
- b. **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for

sale on the GeM portal by Seller(s) on GeM. The term 'Goods' shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.

c. **"SERVICES"** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term 'Service' shall also include supply of goods/ articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.

d. **"SERVICE LEVEL AGREEMENT (SLA)"** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.

e. **"CATEGORY SPECIFICATION"** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers can not add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.

f. **"BUYER"** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its

authorized officer(s) for and on behalf of President of India/Governor of the State/PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.

g. **“SELLER / SERVICE PROVIDER”** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM. The “Seller on GeM” will be either OEM (Original Equipment Manufacturer\*) or Seller having authorization to sell products manufactured by the OEM in open market.

\* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product. To be recognized as an OEM on GeM, seller has to get Vendor Assessment Report from designated agency (unless exempted as per GeM VA policy) as per due process of vendor assessment notified on GeM portal (which would include production of documentary evidences and demonstration of manufacturing facilities and / or capabilities as required). In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services. By registering on GeM portal, Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable. For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as “Seller”

h. **“USER ID and PASSWORD”** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User ID and Password and GeM shall not be responsible in any manner.

i. **“LICENSE”** shall mean by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par

with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

j. **“CONTRACT”** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

### **3. Role, Responsibilities and Obligations of Seller/ Buyer:**

#### ***A. Role and Responsibilities of Sellers on GeM are as under:***

i. Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.

ii. Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.

iii. Since GeM is a trust based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.

iv. The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.

v. Seller can offer any number of products. However, it will be the sole responsibility

of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.

vi. The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.

vii. The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

viii. GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyog Aadhaar etc. For Financial details, PAN / Income tax Database shall be primary validating database and will override any conflicting data in any other database. If the data / details entered by the seller while registering on GeM is not verified with validating databases, registration will not be allowed. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.

ix. Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax/ PAN Data Base, MCA 21, Udyog Aadhaar, GSTN, Certifying Agencies such as BIS, BEE etc. In case of any discrepancy in data available in these

databases, Seller has to get the same updated in the corresponding validating database before updating the same on GeM. Till such time only the existing validated information shall be used to decide seller's eligibility on GeM. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility. GeM shall not be responsible for any consequential impact on any GeM transaction due to data discrepancy and / or suspension of seller account due to data discrepancy. Seller will be solely responsible for the same.

x. The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue or catalogue based template prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. Where Seller is selling any Goods which needs spare parts, Seller should ensure and make available such spare parts for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified). The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

xi. Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

xii. By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

xiii. Listing of Goods / Services in irrelevant / inappropriate categories is strictly

prohibited. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s)/service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.

xiv. The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

xv. By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

**B. *Role and Responsibilities of Buyer on GeM:***

Buyer Registration on GeM is divided in two categories:

a. **Primary User:** In GeM, the Primary User is as under:

i. Any officer of Central / State Government / PSU / Autonomous Bodies / Local Bodies / Constitutional Bodies / Statutory Bodies at the level of Deputy Secretary of the Government of India or equivalent

ii. Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.

Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.

Primary user cannot perform any Procurement related transactions on GeM portal.

b. **Secondary Users:** Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and

Payments to the Sellers etc. The access rights permissible to registered Secondary users would be decided by the Primary User of the Department. Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority etc. For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage. Consignee is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.

Buyer's responsibilities on GeM portal are as under:

- i. The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.
- ii. The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.
- iii. The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- iv. While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.
- v. The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics

made available in GeM including e-bidding and reverse auction.

vi. The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.

vii. On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).

viii. The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.

ix. Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

#### **4. Enabling provisions of Rule 149 of General Financial Rules- 2017**

Enabling provisions of Rule 149 of General Financial Rules- 2017 as amended vide Ministry of Finance OM dated 02.04.2019 regarding procurement through GeM and necessary guidelines and terms and conditions thereon:

GeM portal may be utilized by the Government buyers for on-line purchases as under:-

i. Up to Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

ii. Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of Rs.30,00,000/- will be applicable), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if

decided by the competent authority.

iii. Above Rs.5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where limit of Rs.30,00,000/- will be applicable).

iv. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.

v. GFR rule 149 allows direct on-line purchases on GeM up to Rs. 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period. However this is subject to procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below Rs. 25,000/-, the buyer should have approval of competent authority and should also record reasons for selecting the specific product in case lowest priced products are not being accepted / ordered.

vi. Tools have been deployed on GeM portal to show the price of compared products on other e-commerce sites (wherever available) and also the rates at which orders have been placed on GeM for such items in recent past. While taking decision on reasonableness of price, the buyers may also take into account the discount over MRP; Last Purchase Price on GeM, Department's own Last Purchase Price; rates on other e-commerce websites etc. The prices on e-commerce site give a broad idea and its terms and conditions may be different. If it is found that the price available on GeM marketplace is not reasonable or is substantially higher than e-commerce sites or LPP, the GeM Portal provides tools for online bidding or reverse auction which can be used by the Buyers to get better competitive rates and then satisfy themselves about reasonableness of the price as per GFR -2017 before placement of contract. Bidding should be considered as the preferred mode of procurement above Rs. 25,000/-.

vii. In case of Direct Purchase, during carting period, rates for carted quantity, for that buyer, are frozen for carting period as notified from time to time on GeM against any upward revision by seller. However, advantage of any downward revision in the offer

price of carted item shall be automatically provided to the buyer.

viii. According to the provisions of Rule 149 (ii) of GFR, 2017, GeM shall be utilized by Government buyers for direct on-line purchases above Rs. 25,000/- and up to Rs. 5,00,000/- however such purchase has to be through the Seller having the lowest price (L-1) amongst the available Sellers on the GeM. In order to ensure that buyers select only L-1 available offer, the GeM portal requires that buyer first compares all the product options available on GeM to ensure that it meets its requirements/ specifications. While comparing, care should be taken that comparison has to be done between products of at least three different Manufacturers / OEMs. For L-1 buying, comparison has to be made between products of at least three different OEMs. If Buyer wants to buy any specific OEM's product then he has to go for Proprietary Article Certificate (PAC) buying after obtaining necessary approvals of competent authorities for PAC buying as per GFR-2017.

ix. **Proprietary Article Certificate (PAC) Buying:** While making procurement under PAC Buying on GeM, Buyer has to comply with following conditions:

(a) In case a Govt. Buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals / PAC certificate from their competent authority as per Rule 166 of GFR-2017, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller. As per GFR, Proprietary Article Certificate in the following form should be available with Buyer before procuring the goods under PAC Buying:

- (i) The indented goods are manufactured by M/s. ....
- (ii) No other make or model is acceptable for the following reasons: .....
- (iii) Concurrence of Finance wing to the proposal vide: .....
- (iv) Approval of the competent authority vide: .....

(b) The Seller's price on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM cannot be overlooked. Therefore, in case of all the PAC procurements, the Buyers will have to carry out extra due diligence in establishing the

reasonableness of prices before placement of contract as per Para (vii) of Rule -149 of GFR-2017.

(c) Except for direct buying up to Rs. 25,000/- subject to establishing the reasonableness of price, the bidding will be mandatory for procurements above Rs. 25,000/-. As result of bidding, the response could be as under:

- i. Only OEM is available or only single authorised seller is available.
- ii. OEM as well as multiple authorised Sellers are available.
- iii. Multiple authorised Sellers of the OEM are available.

(d) After bidding, under PAC buying, the Buyer may take decision with the approval of the competent authority to process the procurement subject to establishing the reasonableness of prices before placement of contract as per Para (vii) of Rule - 149 of GFR-2017.

x. In order to give flexibility to the buyers in sourcing their requirements through GeM, provision has been made in e-bid and RA modules for indicating delivery period in terms of “number of days from date of placement of contract”. While stipulating delivery period in their bid documents, Buyers are advised to be careful since unrealistic delivery period stipulations may result in elimination of some genuine sellers, lack of competition and may ultimately have impact on cost of procurement. While fixing delivery period in e-bid/ RA bid, buyers should not only take into consideration the quantity required and the essentiality of requirement of that quantity within stipulated time period but also the possible impact of shorter delivery period on competition in e-bidding / RA.

xi. Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same Goods / Services through L-1 buying as per rule 149(i) and 149(ii) of GFR-2017 are strictly prohibited on GeM. Splitting of demand deprives the organizations from achieving the best competitive prices leveraging economies of scale. It also implies avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. It is a violation of Para Rule 149 (viii) of GFR -2017 and terms and conditions of GeM Portal and Buyer including the Primary Buyer shall be entirely responsible for the

same. If any such splitting of demand is noticed, GeM shall have the right to take necessary action such as blocking of such Bids/RAs and / or cancelling such contracts.

xii. GeM is a dynamic online marketplace. The product/service listings across the existing categories are dynamic. Moreover, new categories of products/services are continuously being added on GeM. In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer should not select such offer for buying. Efforts should be made by Buyer to get their past suppliers and prospective Sellers on-boarded on GeM so as to ensure availability of sufficient Sellers on GeM. This however will not apply for PAC procurement.

***xiii. e-Bidding and Reverse Auction (RA) on GeM***

(a) The e-Bidding / RA module of GeM is a tool provided to the Buyer(s) for organizing bidding / RA from GeM Sellers of the particular product category for a pre-defined requirement i.e. quantity, technical parameters for Goods/ Services of the particular product category required for one or more Buyers / Consignees.

(b) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc. as per the requirement. In case the search made using actual quantity required, fails to identify sufficient offers, the Buyer may use an indicative quantity for initial search and selection of product and quantity may be amended to match the actual requirement at the time of finalizing e-Bidding / RA.

(c) The technical parameters and warranty of the item identified by the Buyer shall be base parameters of the item for conducting e-Bidding / RA for the required Goods/Services.

(d) The e-Bidding / RA document will be finalized by the Buyer(s) by stipulating requirements such as Quantity, Consignee Details, Terms of Delivery, Delivery Period, EMD, Performance Bank Guarantee, Time & Date for Start and End of Bid Submission and for Opening of Bids and required Bid Validity period etc. GeM system shall decide Start / Reference Price and Step Value of Decrement in case of RA based on product

selection and / or outcome of bidding process.

(e) Bid Life Cycle: Bid Life Cycle is the period within which a buyer has to complete the entire life cycle i.e. technical evaluation, financial evaluation and order creation of Bid process. By default, it is 90 days from the date of Bid publication. This can be configured to 120 / 150 or 180 days in exceptional cases through catalogue Management System (CMS) for a particular product category (not for a particular Buyer or Bid).

(f) The e-Bidding / RA invitation / Notice shall be published on GEM, stipulating the last date for bid submission / opening of bids giving at least clear 10 days time after the publication. Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM. The e-Bidding invitation shall be extended to all the registered Sellers on GeM who have Goods / Services for that particular category listed on GeM, at least 2 hours prior to closing time of e-Bidding / RA. The GeM normally requires 48 hrs for approval / rejection of the product / service offered by Sellers before it is listed on the portal. Considering these time lines, the Sellers are required to offer their Goods / Services on GeM well in advance before bid closure. The decision of the Buyer/GeM regarding technical/commercial eligibility of the individual Seller to be invited for e-Bidding / RA shall be final.

(g) The Seller participating in the e-bidding / RA may offer any one of their product(s) already listed on GeM. The bid submitted under e-Bidding / RA shall remain valid for 15 days (or as stipulated by the Buyer in the bid document) from the Bid Opening Date (till 24.00 Hrs IST). Bid Validity can be further extended with mutual consent between Buyer and Seller subject to the condition that total Bid Life Cycle cannot go beyond the stipulated time limit as per GeM CMS. The products offered in e-Bidding / RA can not be withdrawn by the Sellers from GeM during the bid validity period. The Buyer reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment / corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. The participation by the Seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including GTC, STC and ATC. However, the Buyer shall have right to decide the technical and commercial acceptability of the

individual bids based on eligibility criteria and compliances as stipulated in the bid document. The technical parameters shown in the bid are from a particular catalogue as selected by the buyer while applying initial filters in selection of the product. The sellers are free to bid for same, equivalent or superior specifications catalogue / products. In the public interest, buyers will evaluate such bids based on their requirements / end use and bid parameters and will accordingly technically accept or reject the bids on merits.

(h) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM. Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.

(i) In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required Goods among all technically qualified bidders in case of bids for Goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, Buyer shall have two options for placement of Contract:

a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.

b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals

(j) The Buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.

(k) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.

(l) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, powerinterruption etc.

(m) Against any bidding or RA conducted on GeM, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.

(n) There shall be no EMD for Bids / RA having estimated value less than Rs. 5 lakh. For bids / RA having estimated value more than Rs 5 Lakh, while finalizing e-Bid / RA, Buyer shall indicate the exact amount of EMD required to be submitted by bidders in the form of Bank Guarantee on GeM portal in the prescribed format. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening. GeM recommends quantum of EMD @ 1% of estimated value of procurement. The Buyer also has the option to select EMD between 0.5% to 5%. The same should be valid for 45 days beyond the bid validity. Following categories of Sellers shall however, be exempted from furnishing EMD:

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyog Aadhaar and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers/ Service Provider having annual turnover of Rs 500 Crore.
- vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- viii. Sellers / Service Providers holding BIS License for the Primary Product

Category whose credentials are validated through BIS database and through uploaded supporting documents.

ix. Central / State PSUs.

x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.

(o) EMD submitted by the bidder shall be forfeited, if the bidder:

i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or

ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or

iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

(p) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.

(q) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

(r) In case of RA, Start / Reference Price and Step Value of Decrement shall be indicated to the Bidders at the start of the auction. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.

(s) The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of reverse auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of

time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.

(t) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

(u) By creating a bid on GeM, the Buyer undertakes as under:

"I confirm that this tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" issued by MoSME".

(v) **Bid to RA:** While creating bid on GeM, Buyer shall have the provision to select Bid to RA option. If this option is selected by the Buyer at the time of bid creation, Sellers would be required to submit their Technical and Commercial bids before bid closure. After completion of technical evaluation by the Buyer, Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2, RA will be between both without any elimination.

In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for SME preference is / are coming within price band of 15% of L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of L-1, then such SME / Make in India seller shall also be allowed to participate in the RA process. After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 last revised on 29.5.2019 as amended from time to time.

(w) In case any Seller / Service provider has been debarred in any particular Department / Organization, Buyers of that particular Department / Organization only shall have the right to disqualify such Sellers / Service providers at the time of technical evaluation of Bids during the period of debarment, subject to the condition that orders of such debarment has been taken with approval of Competent Authority of that Department / Organization and has been communicated to the concerned Seller /

Service Provider before bid opening date.

(x) GeM is an end to end on-line procurement portal and not a tender publishing portal. GeM has detailed GTC, product / service specific STC and a rich ATC library in-built in the portal which can be used to create a comprehensive bid document. Based on the available terms and conditions, there is hardly any need to add any additional conditions to be attached with any GeM bid. However, for inclusion of some clause which is considered absolutely necessary for that particular bid for reasons to be explained in detail, a provision for inclusion of additional conditions in the bid through corrigendum is available in Request Management System. Only indispensable conditions that are not covered in and are not in conflict with GeM GTC, Product / Service STC and the standard ATC library, and which are in compliance with the Govt. orders on Public Procurement and are not restrictive and not against the core principals of transparency, fairness and efficiency enshrined in GeM, can be requested through RMS ATC request for making part of GeM bid through corrigendum. Each such request has to be made only after due approval of the Competent Authority in Buyer Organization confirming that the request has been made with the approval of the Competent Authority. Buyer organization shall be solely responsible for the impact of the requested clauses on the bidding process and its outcome. The clauses which are already covered in standard ATC library available on GeM Portal, will not be allowed through RMS.

(y) Determination of eligibility in case of products requiring BIS License: In case the bid requires availability of BIS License, bidder has to upload currently valid and operative BIS License copy (Valid on the date of bid opening) to be considered eligible. Submitted BIS License may be in the name of Bidder / OEM or in the name of the Manufacturer to whom the OEM has outsourced manufacturing of his brand of product. The name of the Brand of the offered product should be mentioned in the BIS License. BIS certificate issued under Compulsory registration Scheme for electronic products to OEM/Brand owners for the products marketed under their brand name wherein their products are manufactured at third-party manufacturing unit is valid and is allowed for participation in the bids floated on GeM. The Manufacturer's Authorization in all such cases wherein the manufacturing is done by a third party shall be issued by

the Brand owner / OEM and not by the third-party manufacturing unit mentioned in the BIS certificate.

(z) **Bid Splitting:** In case of critical / vital / safety / security nature of the item, and / or large quantity under procurement and / or urgent delivery requirements and / or inadequate vendor capacity, Buyer may decide to have more than one source of supply. In such cases Buyer may opt for Bid Splitting while creating the bid on GeM, clearly indicating the Bid Splitting ratio in which order will be split among L-1, L-2, L-3 etc as per ratio of splitting pre-disclosed in the bid . After technical and financial evaluation, before splitting the quantity, it should be ensured by the Buyer that the L1 price is reasonable. After deciding the acceptable reasonable price, L1 would be awarded contract for at least the first / highest percentage indicated in the bid splitting ratio. For the rest of the bid quantity, the L-1 rates / lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching. On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage. In case of non- acceptance of the counter offer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on. In case counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

#### **5. Contract(s):**

Following documents shall be construed to be part of the contract generated through GeM:

- i. Scope of supply including price as enumerated in the Contract Document.
- ii. General Terms and Conditions (GTC).
- iii. Product / Service specific Special Terms and Conditions (STC).
- iv. Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement)
- v. Bid / RA specific Additional Terms and Conditions (ATC).

The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

## **6. Prices:**

i. **Offer price on GeM portal:** The prices of the offered Goods or Services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The Seller can choose to offer Goods or Services with uniform all inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price. For selected freight intensive products, as notified on GeM, the Seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM. Once a Buyer carts a particular quantity of offered Goods / Service, during carting period as notified from time to time on GeM, rates for carted quantity, for that buyer, are frozen for the period as specified on the portal against any upward revision by seller. However, advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.

ii. **Offer price in e-bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC).

iii. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total all inclusive, landed price at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

## **7. Performance Security and Performance:**

- i. *There shall be no Performance security / PBG requirement for contracts:*
  - a) *Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;*
  - b) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and*
  - c) *Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)*
- ii. In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (PBG) (in format provided on GeM) valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. GeM recommends quantum of Performance Security @ 2% of the value of contract. The Buyer also has the option to select Performance Security between 2% to 10%. While finalizing e- Bid / RA, Buyer shall indicate the % of Performance Security required to be submitted by successful bidders. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security. Such Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by Seller to the Buyer within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Bank Guarantee by the Buyer and verification of its genuineness. If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller. If the Seller duly performs and completes the contract in all respects the Buyer shall, refund the Performance Security to the Seller within 30 days of completion of all contractual obligations by the Seller.

#### **8. Duties & Taxes:**

- i. Offer Prices on GeM shall be on all inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the case of Bid / RA, complete break-up of the quoted price in the required price bid format shall furnished by the Bidder, before award of contract.

ii. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period, shall be to the Buyer's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

iii. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iv. The Bill Form / On-line invoice shall be generated by the Seller which may inter-alia include the following confirmations from the Seller:

a. Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

b. Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

c. Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

d. The on-line bill form / invoice generated on GeM is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules shall be sent by the seller to the buyer / consignee directly along with the Goods / Services as and when deliveries are made to the consignee.

v. Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case

the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or wilful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

#### **9. Integrity Pact:**

All the Users in GeM i.e. Seller as well as Buyer agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines provided on GeM Portal.

#### **10. Guarantee And Warrantee:**

i. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, Guarantee/Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these General Terms and Conditions.

ii. Notwithstanding the fact that the Buyer or its Quality Assurance Officer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace

the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.

**11. Buyer / Consignee's Right Of Rejection (Return Policy):**

i. The Goods delivered shall bear the self certified Manufacturer's/Seller's Warranty/Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and/or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of Goods.

ii. In case of Service contract, the Buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However, such right to reject services offered by the Seller under the contract shall be exercised by the Buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the Service. The date & time of start and completion of the Service, shall be indicated by the Seller while raising on-line invoice for a specified period of Service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the Service.

iii. On Acceptance / Part Acceptance or Rejection of Goods / Services, Consignee will

issue an on line 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of Payments to the Seller.

iv. No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the Buyer/ Consignee, the Seller shall be liable to remove / lift back such rejected Goods within 10 days without any extra charge/cost to the Buyer / Consignee failing which suitable ground rent / warehousing charges would be payable by the Seller to the Buyer /Consignee. If the Seller fails to remove / lift back such rejected Goods within reasonable time period, the Buyer / Consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

#### **12. Payment Authority and Payment Terms:**

Payments shall be made to the Seller in the manner below:

##### **i. *For Goods :***

In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

##### **ii. *For Services:***

In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

#### **13. Terms of Delivery:**

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

#### **14. Delivery Period**

Seller shall indicate the quantity which can be supplied over the specified time period(s). The Seller would offer these details, which would constitute the part of the awarded Contract(s) in the GeM and would make a binding Contract between the Seller & the Buyer. Any modification thereto shall be mutually agreed and incorporated in the Contract. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

#### **15. Extension of Delivery Period and Liquidated Damages:**

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.

ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

iii. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

#### ***iv. Force Majeure Conditions :***

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

#### **16. Dispute Resolution Between Buyer and Seller:**

#### ***AMICABLE SETTLEMENT:***

In the event of any question, dispute or difference arising connection with the Contract, the Parties shall use their respective reasonable endeavour to settle any dispute amicably. If a Dispute is not resolved within 30 days after written notice of any dispute by one Party to the other, the same shall be

resolved through the mechanism of a co-ordination committee to be formed by the Buyer and Seller/Service Provider and to be chaired by the Primary User of Buyer Organization/Department along with representatives from Buyer Department and Seller.

## **ARBITRATION:**

In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. It will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the Buyer or at the place of Primary Buyer as decided by the Primary Buyer.

In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Primary Buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

In respect of all contract placed through GeM, the dispute would not be referred or entertained by Micro and Small Enterprise Facilitation Council, Consumer Forum or any other adjudication forum.

All disputes in connection with the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where Contract was issued is situated

GeM SPV would not be a party to any such dispute/matter.

In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits etc provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

*“Government e-Marketplace is a National Public Procurement Portal; an end-to- end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.*

*In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties.”*

**17. Laws Governing the Contract:**

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.
- iii. Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iv. GeM SPV would not be a party to any such litigation.
- v. In case any Seller / Service provider makes GeM a party / respondent in any case involving any dispute between Buyer and Seller arising out of a concluded contract or arising out of bidding process initiated / concluded by the Buyer on GeM, it would be obligatory on the part of the Buyer to represent GeM also through their Counsel / Lawyer in the proceedings before the legal authority and ensure timely filing of replies / affidavits etc provided by GeM also through their Counsel / Lawyer before the concerned legal authority during the course of litigation. A standard reply on behalf of GeM, covering following aspects shall be incorporated in all replies / affidavits filed by the Buyer in such cases:

*“Government e-Marketplace is a National Public Procurement Portal; an end-to-end online Marketplace for Central and State Government Ministries / Departments, Central & State Public Sector Undertakings (CPSUs & SPSUs), Autonomous institutions and Local bodies, for procurement of common use goods & services. Prima facie, the dispute in the present case appears to be between the Buyer and Seller arising out a contract placed / bid created by the Buyer on Government e-Marketplace. As per Clause 16, Clause 17 and Clause 22 of the General Terms and Conditions of Government e-Marketplace (duly accepted by the Buyer and Seller), GeM is not to be made a party to*

*any dispute between the Buyer and the Seller. As such Government e-Marketplace is liable to be deleted from the array of parties.*

*In light of the above, we request your goodself to kindly delete Government e-Marketplace from the array of parties.”*

**18. Limitation of Liability:**

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

**19. Termination for Default:**

If the Seller does not perform its obligations within the Delivery Period/Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or withdraw the Contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as downgrading the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

**20. Closure of Transaction:**

After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

**21. Grounds for Administrative Action**

(i) Administrative actions may be taken by GeM against the Buyer or the Seller either suo-moto on the basis of the platform mechanisms identified through analytics or on the basis of a complaint or report made to GeM by any stakeholders or any third party information or upon Court order, inter –alia, for non-adherence to the GeM Website Policies including Terms and Conditions and the Incident Management Policy published on the GeM Website.

(ii) The Seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the Website Policies including the terms & conditions stipulated in this document and/or on anyone or more of the following grounds:

- (a) Listing the products/services not in the relevant categories and/or listing the same with vague/conflicting productspecifications/details and irrelevant product photographs.
- (b) Offering Goods / Services without having proper authorization
- (c) Supplies goods of inferior/ substandard quality
- (d) Supplies or offers to supply refurbished or counterfeit or fake products
- (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid;
- (f) Seller furnishes inaccurate, false, misleading or forged or fails to furnish any information / documents, within the prescribed time limits, to GeM or to a Buyer, including during e-Bidding/RA process;
- (g) Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions;
- (h) Fails to update GeM about any change in information furnished within the prescribed time limits;
- (i) Executes services without conforming to requirement given in Service Level Agreement (SLA);
- (j) Fails to execute an order/ contract or fail to execute it satisfactorily
- (k) Is declared bankrupt or insolvent;
- (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage;
- (m) Performs any activity which is listed as prohibited activities on GeM.
- (n) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM isnot in Public Interest.
- (o) The grounds mentioned above are illustrative only. Users are also advised to read the list of prohibited activities published on the website.
- (iii) Notwithstanding anything contained in the GTC, GeM reserves the right to cancel or annul the registration of any Seller or remove any of the Good/Services listed by a Seller on the GeM Website to comply with any provision of the Applicable Laws and / or Court Orders.
- (iv) GeM may take an administrative action in terms of the GeM Website Policies against a Buyer which may include reporting of any breach or misconduct to the Buyer Primary User and/or to the competent authority and GeM reserves the right to review the rating of such Buyer, and / or block Buyer's account for such time as considered appropriate

by GeM.

(v) The Seller and the Buyer understands that the grounds for administrative action as provided under the Contract are only indicative and additional grounds may be provided under the GeM Website Policies including the Incident Management policy.

The Seller

/ Buyer warrants to abide by all additional grounds as may be specified by GeM in the GeM Website Policies from time to time.

## **22. Role of Government E- Marketplace - Gem SPV**

Government e-Marketplace – GeM SPV is the owner of the GeM portal which monitors and supervises all the business transactions on the portal. The role and responsibilities of the company are as under:

a. To develop, operate and maintain technology driven e-marketplace, through a Managed Service Provider (MSP), to be used by government agencies for procurement of various goods and services in a transparent and efficient manner.

b. Overall supervision and monitoring of GeM portal operations, policy management, finalization and implementation of various business processes and work flows in adherence with the applicable law and executive orders issued from time to time . To provide tools for on-line Bidding, on-line Reverse Auction and Business Analytics Tools on GeM.

c. To work continuously for improvements in the Business Processes and Work Flows for various activities / functions on GeM based on feedback from various stakeholders to enhance transparency, efficiency, competitiveness, equality, economy in procurement of goods and services by government agencies.

d. To finalize General Terms and Conditions for sale and purchase of Goods and Services on GeM, Product / Service Specific Special Terms and Conditions, Special Terms and Conditions for Bunching of Goods / Services, Bid Specific Special Conditions, Project Specific Special Conditions etc.

e. To finalize, upload and approve Technical Specification Frameworks for various item / service categories on GeM and to monitor conformity of offered products to the larger framework so finalized and uploaded.

f. To decide addition / deletion of any of the offered product(s)/Product category

(ies) and their framework of technical parameters on GeM.

g. To work and co-ordinate with different Organizations/Departments / Agencies for integration of their Databases with the GeM portal on real time basis for the purpose of verification/authentication of data entries made by stakeholders.

h. To offer and manage Demand Aggregation services for identified categories across buyers with assured reasonability of price, recommending for placement of orders by individual buyers

i. To co-ordinate with MSP for conducting workshops for the various Stakeholders in capacity building and in change management associated with the implementation of technology enabled procurement process.

j. To monitor MSP that the Buyers, Sellers and Service Providers are being assisted properly by them to onboard their goods and services on the GeM platform.

k. To identify and offer services of 3<sup>rd</sup> parties for Vendor Assessment relating to technical, financial capacity, past experience of sellers including manufacturing / testing facilities / quality control arrangement(s) of manufacturing premises and/or any of the premises related to manufacturing process of products / services offered by the seller / service provider on GeM.

l. To identify and offer services of 3<sup>rd</sup> parties for testing and certifying the quality of the product offered/ supplied, through documents, test reports/ certificates, testing at any independent lab or through inspection/testing by its authorized representative/s at firm's premises or at user's premises, that buyer choose to use.

m. Overall monitoring and management of Call Centre/Help desk operations being provided by the MSP.

n. Removal / debarring the Sellers/Buyers and Goods / services in GeM.

o. Management of complaints and their redressal mechanism in GeM (not disputes related to concluded contracts).

p. To identify, integrate and manage MoUs with verifying, certifying and validating entities across government(s) and also professional agencies to reinforce the online paperless, contactless and cashless system on GeM.

q. To issue Notices, Circulars, News, Flashes, Updates etc in GeM

r. Reporting and MIS mechanism in GeM

s. Any other related activities in the GeM

- t. In exceptional circumstances, for ensuring propriety of procurement processes or to obviate possible misuse of GeM functionalities, GeM SPV as GeM Admin may keep any Bidding / RA process on hold for some time as considered appropriate.
- u. To take approved User Charges from Buyers and Sellers for the various transactions on the GeM portal as decided and notified on the GeM portal.

### **23. Miscellaneous Provisions**

a. **Assignment:** Users understand and agree that the GTC, STC and ATC provisions, rights and obligations granted by GeM are non- transferrable or assignable by the User to any third party, without the prior written consent of GeM. If same is permitted by GeM, all the conditions, rights and obligations of the GTC or any on-going STC/ATC shall also be binding upon such third party assignee besides the User.

b. **Indemnification:** The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from. Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with

- i. Breach of the contract(s); or
- ii. Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or
- iii. Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website.

iv. Violation of any intellectual property rights or any other rights. Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall compromise or settle any claim or admit any liability on the part of GeM without the express or prior written consent of GeM which can be withheld or denied or modified by GeM in its sole discretion or as per the Applicable Laws.

c. **Severability:** If due to any change in Applicable laws, certain part of the GTC or any applicable STC or any provisions of the GeM policies or portions thereof, becomes unenforceable, the remaining provisions shall continue in full force and effect so as to give effect to the intent of the parties.

d. **Website Terms and Policies Update:** Buyers and Sellers are advised to check the website terms and conditions as well as policies such as Privacy Policy and the Website Disclaimer at all times, as GeM may update the Website and such terms from time to time.

***e. List of Prohibitive Activities (Suggestive And Non-Exhaustive):***

**LIST OF PROHIBITIVE ACTIVITIES:** The following is an indicative list of prohibitive activities which the Buyers and the Sellers registered on GeM platform shall not perform on the GeM platform. A breach of any of the prohibited activities shall give the right to GeM under the Applicable Laws or in terms of these GTC or the GeM Website Policies to take administrative action which may include partial or permanent disabling of account on GeM Website, debarment etc. Additionally, GeM may remove any non-compliant information and reserves the right to preserve and share with the appropriate authority such information and associated records for investigation purposes. The Buyer and the Seller understand that this list is only indicative and additional activities may be prohibited under the GeM Website Policies. The Buyers and the Sellers shall undertake to provide their full support that may be required by GeM for removal and disabling of the non compliant information. The prohibited activities include:

(i) Indulging in cyber crime or other criminal activities which can become a threat to GeM, GeM Website, to the Government of India or to any State Government or Government Agency.

(ii) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, offering to sell or selling any kind of Goods/Services which can cause any kind of infringement or disparagement of intellectual property rights.

(iii) Selling refurbished, counterfeit and/or fake Goods / Services under a brand or

misusing others brand name.

(iv) Offering to sell or selling above the MRP any Goods or misrepresenting the MRP.

(v) Delivering some other Goods or Services instead of the Goods or Services Contracted for or delivering empty parcels or used Goods in breach of the terms of the Contract.

(vi) Offering to sell or selling freebies which are 'Not for sale' Goods.

(vii) Listing of the Goods on GeM Website without authorization to sell Goods manufactured by the OEM in open market or without proper authorisation, if any required, for providing the Service.

(viii) Listing of the Goods or Services is done on GeM Website without guarantee/warranty or without a genuine guarantee/warranty.

(ix) Listing of the Goods or Services in irrelevant or inappropriate categories or with vague or conflicting specifications or description (including descriptive or pictorial description).

(x) The Buyer /Seller registering on GeM and/or offering or buying the Goods and/or Services and/or participating in e-bidding/reverse auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.

(xi) If any Seller has been debarred from GeM then such Seller or their authorized sellers shall also not be permitted to register and offer/sell their products on GeM and / or participate in Bids / RA on GeM.

(xii) Using GeM prices for making procurement outside GeM Portal.

(xiii) Splitting of demands by creating multiple Bids/RAs of same goods / services or making repeated procurements of same goods/services through Direct Purchase / L-1 buying as per rule 149(i) and 9(ii) of GFR- 2017.

(xiv) Uploading goods / services containing information that —

- (a) belongs to another person and to which the user does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (c) harm minors in any way;
- (d) infringes any patent, trademark, copyright or other proprietary rights;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (g) impersonate another person;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- (xv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xvi) Achieving or trying to achieve illegal access to features on GeM Website not specifically authorised or exceeding the scope of authorized access to or other features of the GeM Website;
- (xvii) Obstructing or causing GeM to lose (in whole or in part) the services provided by any internet service provider ("ISPs") or carrying out any cyber security incident;
- (xviii) Sending unsolicited emails, bulk messaging, auto messaging, junk email, spam and like.

**24. Incident management Policy on GeM:** GeM is a trust based system and self-declaration is the key, along with a strong automated process to penalize any deviant behaviour on part of Sellers / Buyers. For this purpose, deviations from the terms and conditions of procurement on GeM, including general terms and conditions, special and additional terms and conditions and any other relevant Government rules and

guidelines, are termed as “deviation”. A deviation can occur while listing the products on GeM, at pre-contract stage, during bidding or at post contract stage on GeM. The mechanism for reporting and initiating action on such deviation has been detailed in the Incident Management Policy available on GeM portal under Resources. All stakeholders of GeM shall be bound by the actions as detailed in the Incident Management Policy.

All administrative actions under this Incident management Policy, taken by GeM against any of the stakeholders shall not cause any limitation on the legal and/or contractual remedies including any financial recoveries, available to Buyers/Sellers under the Terms and Conditions of contract and/or GeM policies. In case the Buyer / Seller choose to pursue any of these remedies, GeM shall not be made party to such proceedings / remedial actions taken by Buyer/Seller under the contractual provisions.

**25. Use of Aadhaar Number in GeM:** Purpose of the Aadhaar authentication in GeM is to identify the user using eKYC. GeM has provisioned the option for Sellers and Buyers to provide virtual Aadhaar ID instead Aadhaar number. GeM receives First Name, Last Name, Mobile Number, Email ID, DOB and Gender details. It is used to link the mobile number with the user who is registering on GeM; on which subsequently OTP is sent for achieving the property of non-repudiation in different artefacts / documents generated on GeM. GeM has provisioned an alternative Identity Information option through PAN based verification to Sellers.

**26. Compliance of Restrictions under Rule 144 (xi) of GFR 2017:** Restrictions on procurement from a bidder of a country which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established, or registered in such a country; or
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established, or

registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of Or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination

of the contract and further legal action in accordance with the laws.

### ***Clause 27: Caution Money Deposit:***

(i) All sellers on GeM are required to deposit a one-time amount as under as caution money:

- a) Seller Turnover less than 1 Crore: Rs 5,000/-
- b) Seller Turn over > 1 Crore but < 10 Crore: Rs 10,000/-
- c) Seller Turn over > 10 Crore: Rs 25,000/-

(ii) The above caution money shall remain at the disposal of GeM SPV. This can be forfeited in part or in full (as per approval of CEO (GeM)) in following circumstances:

- a) Seller rejects or does not accept any Direct Purchase / L-1 Purchase order within defined timelines leading to order auto cancellation.
- b) Failure of the seller in executing any GeM contract or if the Seller fails or neglects to observe or perform any of his obligations under the contract (applicable only in respect of contracts that did not have provision of Performance Security / PBG).
- c) Withdraws any bid submitted on GeM within the period of validity of the bid.
- d) Fails to furnish requisite performance security / PBG as per GeM e-bid / RA conditions.

(iii) In case the Caution Money of any seller is forfeited in full or part and his caution money deposit goes below the threshold indicated in para 1 above, the seller account shall be put on hold till the seller re-coups the caution Money account to required value. Seller's stock will become zero for all categories and seller will not be allowed to update anything till the caution money is topped up to minimum required amount.

(iv) Forfeiture of caution money as per above shall be over and above any other actions taken against such sellers as per GeM Incident Management Policy and shall be without any prejudice to the rights and remedies available to GeM and / or Buyer as per provisions of the relevant contracts.

### ***Clause 28: CMS 3.0 and OEM - Reseller responsibility matrix:***

GeM has implemented enhanced Catalogue Management System (CMS 3.0) on GeM Portal. The

Primary Objective of CMS 3.0 is to offer higher level of ownership & accountability to OEMs & its approved Resellers while maintaining Efficiency, Transparency & Inclusiveness of GeM. Complete and detailed Obligations and Privileges matrix of the different stakeholders in different quadrants is given in CMS document available on GeM Portal and OEMs and Resellers are bound to operate on GeM in compliance with the CMS document as updated from time to time.

1) CMS Quadrant 1 (CMS Q1): Product offers in categories under Q1 will be solely offered by GeM validated OEMs. OEM shall be exclusively responsible for maintaining currency and sanity of catalogue and its offer in the Market Place. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of offers including Warranty and After Sales Service obligations.

2) CMS Quadrant 2 (CMS Q2): OEMs as well as pre-Authorized Resellers can offer products in Q2. OEMs shall operate Market Place subject to providing its complete list of Open market authorized sellers along with formal commitment to list and maintain all appropriate and current Product Catalogue for pairing by its Resellers. OEM shall be absolutely and exclusively responsible and be legally liable for sanity and quality of catalogues including Warranty and After Sales Service obligations. Authorize Resellers shall be responsible for Pairing their offer with the already existing Product Catalogue created by the OEM. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

3) CMS Quadrant 3 (CMS Q3): Catalogue creation in categories under Q3 can be from OEMs and/or their Authorized Resellers concurrently. In case OEM has not created Product Catalogue, Authorized Resellers of OEMs are also permitted to do the same. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications, MRP etc. specific to catalogue. OEM shall also assume all responsibility and legal liability for sanity and quality of offers including Warranty and After Sales Service obligations. However, resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same.

4) CMS Quadrant 4 (CMS Q4): Catalogue creation in categories under Q4 can be done by OEMs as well as by any Reseller also. However, OEM (when registered on GeM and taken OEM Dashboard) shall be responsible for Validating & verifying the Catalogue uploaded by Reseller, Maintaining the Catalogue by adding/updating the Specifications,

MRP etc. specific to catalogue. However, there is no requirement of any endorsement or authorization of the reseller by the OEM. Resellers can Update their Offer Price, Stock and Delivery Locations solely at their own discretion and shall be solely responsible for the same. Reseller will also be responsible for providing Replacement Warranty in case of Q4 products and Buyer shall not be required to take up with OEM for any warranty claims.

5) CMS (Special Category) : The Special Category is a specialized segment outside the four quadrants for select few categories that require a customized behavior such as Self-Help Groups (SHG) categories.

In Q3 and Q4, in case of re-sellers, if the reseller has not been approved as an authorized re-seller by the OEM on GeM, the re-seller is required to give an undertaking as under while uploading the product, while accepting any order and while participating in any bid:

"I hereby undertake that I have made arrangements for getting the stores from authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from authorized distributor / dealer / channel partner of the OEM. In case of any complaint from the Buyer / Consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies."

By uploading any product on GeM or accepting any order on GeM or by participating in any bid on GeM, the re-seller is deemed to have given above undertaking and is liable for compliance of the same.

Further in view of the on-line verification of Seller credentials by the OEM on GeM platform, there is no need for Buyer to ask for or insist on furnishing of OEM authorization in bids in respect of "OEM verified Catalogue" offered by "OEM Verified Reseller". OEM authorization is also not required to be sought and checked by Buyers in case of bids for products in Q1 or Q2.

Clause 29: One Bid per Bidder A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause

all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format

Whereby, ·

A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid. ·

A person shall be deemed to have bid in a company format if the person holds:

- a) more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
- b) is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- c) holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs

likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids. In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

### **MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES OF GEM**

The following miscellaneous conditions shall be read with the provisions given in the GTC, STC and ATC for the services being offered:

1. The Service Provider shall submit a valid EPF, ESI, GSTN, valid contract labour license etc. during the period of the Service Contract.
2. The Service Provider shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the Services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties.
3. The personnel supplied by the Service Provider should not have any Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office.
4. The Service Provider is liable to disclose in case he has been banned by any of the organizations under any of the Services rendered by the Service Provider. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.
5. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
6. The personnel deployed by the Service Provider shall be the employees of the Service Provider for all intents and purposes and that the personnel so deployed shall remain under the control and supervision of the Service Provider and in no case, shall a relationship of employer and employee between deployed personnel and the Buyer shall accrue/arise implicitly or explicitly. The Service Provider and the personnel deployed at the Buyer's location shall not divulge or disclose to any person, any details of office,

operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret in nature.

7. The Service Provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the Service Provider.

8. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.

9. The Buyer may require the Service Provider to dismiss or remove from the site of Service, any person or persons, employed by the Service Provider, who may be incompetent or for his/ her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

10. The Service Provider has to provide uniforms including photo identity cards to the personnel deployed at the Buyer side. These cards are to be constantly displayed and their loss reported immediately. The Service Provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the Service Provider including proper name badges. In case of violations suitable penalties shall be applicable.

11. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.

12. The Service Provider has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the Buyer. Payment shall be effected by Credit into the bank account of the Service Provider through ECS/RTGS within 10 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Service Provider shall provide correct Bank account number and other details of the Bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc.

13. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

14. The Service Provider shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the Contract from time to time.

15. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

16. The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.

17. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Buyer suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider shall be liable to reimburse to the Buyer for the same. This is subject to the limitation of each Contract.

18. The Buyer shall maintain an attendance register in respect of the staff deployed by the Service Provider in order to compute the wages/remuneration in respect of the staff at the approved rates.

19. The agreement can be terminated by either party by giving one month's notice in advance. If the Service Provider fails to give one month's notice in writing for termination of the Agreement then one month's fees and any amount due to the Service Provider from the Buyer shall be forfeited. However, the provisions mentioned herein can be superseded by the STC/ ATC of each Service Contract, as applicable.

20. That on the expiry of the Contract as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.

21. The Service Provider shall provide complete details of the fees, all necessary material, tools, tackles, skilled manpower for proper execution of Services specified in the schedule of the quantities and as per drawings and specifications. If any extra cost is specified in the Contract the same may be authorized by the Buyer before utilizing the same. Any discrepancy on schedule of quantities and drawings shall be brought to notice of Buyer for decision, immediately.

22. Progress Report/ Service Status Report: Service Provider shall provide detail report such as bar - chart of activities based on completion period and Service schedule made on the project and get approval prior to starting the Service. The measurement of completed works shall be taken jointly from time to time as mutually agreed. Service Provider shall send his representative for assisting Buyer or Buyer representatives for measurements and shall furnish all particulars required to complete progress of Service. Any defect, faults, deterioration in performance of the material and installations which may appear, during the Defect Liability Period of 12 months (unless otherwise specifically agreed shall be 12 months) from the virtual completion of contract shall be amended/made good by the Service Provider at his own cost within a reasonable time. In case of default, Buyer may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the Service Provider on certification from Buyer. The Service shall not be considered as completed until it has been certified by the Buyer. The Defects Liability Period shall commence from the date of completion as certified by the user in-charge.

23. All the materials to be supplied for execution of Services shall be of first quality, new and strictly as per specifications. In case, Buyer procures such items and handover the same for fixing to the Service Provider, the Service Provider will receive the goods, open

the crates and report any discrepancies, store it in his custody until required, install and commission it with necessary care and the best workmanship. All the Services shall be executed with highest quality of workmanship and as directed by Buyer. In case, of mock-ups or approved samples, the quality & material below that standard will be rejected.

24. Quantities given in the technical parameters are tentative and can be changed or varied on mutually agreed terms. Also the Buyer reserves the right to delete or increase any items of Services. No extra claims of whatsoever nature will be entertained on this account. The drawings wherever applicable shall be approved by the Buyer prior to start of such Services and these may indicate extent and general arrangement of various equipment. These are for guidance of Service Provider and exact locations, dimensions; clearance will be governed by site conditions. Service Provider is required to go through the drawings and regulations prior to starting of Services. Any discrepancy/changes required shall be reported to the Buyer.

25. If the Buyer is satisfied of the completion of the Service relative to which the Completion Certificate has been sought, the Buyer in-charge shall within 10 days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the Services for which the Completion Certificate has been applied.

26. This issuance of a Completion Certificate shall be without prejudice to the Buyer's rights and Service Provider's liabilities under the Contract, including the Service Provider's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the Services or Services at any site be construed as a waiver of any right or claim of the Buyer against the Service Provider in respect of Services of which the Final Completion Certificate has been issued.

27. The Contract may remain valid and the Term may be extended and/or shall remain incomplete until no dues Certificate has been signed by the Buyer and delivered to the Buyer with a copy to the Service Provider. The Buyer shall give such a certificate within 10 days of completion of Defects Liability Period.

28. Water and electricity shall be provided to the Service Provider. However, unavailability of water and electricity shall not be accepted as reasons for delay. Service Provider should make his own arrangements for the same.

29. Service Provider to take care of all compliances such as electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date. List of Rules of particular importance to Electrical Installations.

All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded. All components shall conform to relevant Indian Standard Specifications, wherever existing. All the Materials with ISI certification mark shall be preferred. All the materials used and replaced for the repair works should have ISI marked. These Indian Standards, including amendments or revisions thereof up to the date of tender acceptance, shall be applicable in the respective contracts.

30. Service Provider shall obtain prior permission from the Buyer to work on holidays or after office hours/ odd hours, if required.

RASHTRIYA ISPAT NIGAM LTD  
VISAKHAPATNAM STEEL PLANT  
VISAKHAPATNAM-530031

**Invitation to Tender**

1. Tenders are invited for the work of “Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice versa and anywhere to anywhere within India”
2. Tenders will be opened at specified time and Date

**3. EARNEST MONEY DEPOSIT:**

No Earnest Money Deposit is required to be submitted against this tender. However, the tenderer should submit the BID SECURITY DECLARATION (BSD) as per format given at **Annexure-I** of this tender in lieu of EMD. In case the declaration duly signed and stamped is not submitted along with RFX, the tender will not be considered for evaluation and summarily rejected.

**4. SECURITY DEPOSIT:**

Upon acceptance of the tender, the successful tenderer shall, within 2 weeks from the date of issue of LOI / PO , shall deposit with the Employer either by way of Pay Order or Demand Draft payable at Visakhapatnam or ePBG (in the proforma as per **Annexure-II** issued by a Nationalized or Scheduled Commercial Bank situated in Visakhapatnam, (which can be negotiable / cashable on presentation to the particular Branch at Visakhapatnam) will amount to 3% of the contract value, which will be retained by the Company as Security Deposit before the successful tenderer is allowed to execute the contract and commence work. DDs / pay orders / Bank Guarantees issued by Co-operative Banks are not acceptable. The Bank Guarantee furnished towards the Security

Deposit as aforesaid shall be kept valid for a period of 6 (Six) months beyond the stipulated expiry period of the contract. Security deposit will not earn any interest.

1. **Exemptions for SECURITY DEPOSIT :** The Public Sector Enterprises or State/Central Government Undertakings/ Micro & Small Enterprises (MSEs) listed with NSIC will not be required to submit Security Deposit, but however they shall submit “Performance Guarantee Bond” in lieu of Security Deposit in the prescribed proforma at **Annexure - III** equivalent to the value of Security Deposit covering the period of contract + defect liability period + 6 months (Claim period).
  2. Recovery of income tax at source will be made from contractor's bill and deposited with Income Tax Department as per rules. Recovery of sales tax applicable shall be made from the contractor's bills.
  3. The Tenderer shall submit along with his tender the following:
    - a) Photostat copy of Registration Certificate, if any, from Central or State Government, P.W.D., M.E.S., Railways, or any Public Sector Undertakings.
    - b) Solvency Certificate from any Scheduled Bank to prove his financial ability to undertake the work. ( **at Annexure - IV as per Format** )
    - c) Proof of technical and organisational competence to execute the work.
    - d) Income Tax Clearance Certificate (Latest)
    - e) Details of registration under P.F. Act for their or his employees.
    - f) Details of job undertaken during the past five years with necessary proof.
  4. Full information shall also be given by the tenderer in respect of the following:
    - g) If individuals : 1) his full name, address and place of business, 2) his financial status, 3) his previous experience.
    - h) In case of Partnership firms: 1) the name of all partners and their addresses. 2) the financial status of the firm and its partners. 3) previous experience of the firm and its partners.
    - i) In case of Companies: 1) date and place of registration, including date of commencement certificate in case of Public Companies. Certified copies of Memorandum and Articles of Association are also to be furnished, 2) Nature of business carried out by the Company and the provisions of its Memorandum relating thereto. 3) Names and particulars, including addresses of all the Directors 4) previous experience, 5) its authorised subscribed and paid up capital.
  6. All rates and prices in the tender shall cover all taxes / duties including Goods and Service Tax (GST).
  7. Tender submitted by Tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the Tender / Final price bid. In case of Tender revoking/withdrawing/cancelling his tender, varying any term in regard thereof during the validity period of the tender without the written consent of Employer, the tender submitted shall be liable for rejection and RINL shall take action as per Bid Security Declaration submitted by him along with the tender and liable for any other action deemed fit as per the discretion of Employer.
1. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant reserves the right to reject any or all the tenders or to accept any tender wholly or in part, or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of the tender documents thereupon.
  2. With their quotation the tenderers shall sign, all schedules, specifications, special conditions etc. In token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
  3. Details of works of similar type and magnitude carried out by the tenderer shall be furnished in the proforma in **Annexure - V**.

4. Details of construction plants and equipments available with the tenderer for using in this work shall be furnished in proforma shown in **Annexure -VI**.
5. The tender documents are not transferable without the permission of the Employer.

## **6. METHOD OF EVALUATION:**

### **6.1 EVALUATION OF TENDER / NEGOTIATION / Letter of Intent:**

The total value of the contract would be determined by the following way:

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

- 1) For Sl.No.1 to 61, BOQ Unit is in MTs. Rate to be quoted in Rs.per MT basis.
- 2) For Sl.No.62, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) For Sl.No.63 and 64, BOQ Unit is in number of consignments. Rate to be quoted in Rs.per No. of consignment basis.
- 4) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

#### **ii) For Schedule-A –FTL (Weight 7.5 MT)**

- 1) For Sl.No.1 to 61, BOQ Unit is in No. of Trips of Full Truck Load. Rate to be quoted in Rs.per Trip of Full Truck Load.
- 2) For Sl.No.62, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value

including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

**iii) For Schedule-B –(Trailers)**

- 1) For SI.No.1 to 6, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 2) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

**iv) For Schedule-C –(Trailers)**

- 1) BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis..
- 2) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

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

- 1) For SI.No.1 to 8, BOQ Unit is in No. of Trips of LCV of 3 MT Load. Rate to be quoted in Rs.per Trip basis.
- 2) For SI.No.9, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including

GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

**7. Price bid :**

8. The tenderer should quote for all items of Schedule –A to D as per **Annexure-X**. The price to be quoted ON TOTAL VALUE BASIS i.e., by multiplying the rates per unit (including applicable rate of GST) for each item with the respective Approx. / tentative Qty mentioned in the Schedules-A to D and **the sum total only to be quoted**.

**9. Reverse Auction :**

After completion of commercial /technical evaluation Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2, RA will be between both without any elimination. After completion of the Reverse Auction, the successful tenderer should provide the price break-up for all the items as per Schedule –A to D strictly in line with Price Bid forwards provided along with BOQ .

10. RINL/VSP conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). All the technically qualified tenderers would be required to participate in the reverse e auction. Details of online bidding procedure and User manual etc shall be communicated to all the pre qualification bid and techno commercial bid qualified bidders at an appropriate time.
11. During the reverse e-auction process, the bidders shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company.
12. **Note: This price schedule is not to be uploaded in GeM portal while quoting the price in GeM Portal. Only total offered value in rupees including GST is to be uploaded. After completion of the Reverse Auction, the successful L-1 Bidder should provide the price break-up (Unit Price as well as GST in commensurate with offered Rate) for all the items in Excel format as mentioned in the PRICE SCHEDULES. In case the tenderer do not intend to offer the rates for any particular station/particular rate as per the Price Schedules, then the offer will be summarily be rejected.**
13. A blank price bid format (provided at Annexure-X) duly signed and stamped by the tenderer shall be submitted along with the Techno commercial Bid, as token of acceptance and familiarity to VSP's tendering system as described in the NIT.
14. However, in case on line bidding is not conducted, RINL will open the sealed price bid submitted by the bidder and process the tender as per the prevailing tendering procedures of RINL.

15. VSP reserves the rights to negotiate as per the approved guidelines of the company after opening of the tenders with L1 tenderer. Thereafter as required the overall L2,L3 & L4 tenderers onwards will be required to match the prices as that of the L1 tenderer. VSP intends to have two transporters for executing the work envisaged in All over India transportation contract. Tenderer shall not increase his quoted rates in case the Employer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer. Letter of Intent/ Acceptance of tender shall be issued thereafter. After the issue of Letter of Intent (LOI)/ Acceptance of tender (A/T) , if any supporting document given by the party is found to be in-genuine, the party is liable to be debarred from participation in VSP tenders for a period of Five years. Failure to produce the original certificates at this stage in support of the attested copies of experience/qualification etc. submitted earlier would result in disqualification and forfeiture of EMD. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.
16. Evaluation of the offers will be made ON TOTAL QUOTED VALUE BASIS. The Lowest of TOTAL QUOTED VALUE will be considered for finalization of Contract. Two Agencies will be required for execution / award of the Contract for subject work.
17. **NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:** The tenderer shall not be entitled to claim any costs, charges, expenses and incidentals incurred by him through or in connection with the submission of Tenders.
18. **CANVASSING:** Canvassing in any form is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing, will be liable for rejection.
19. The tenderers are required to quote their lowest prices after taking into account the work involved and expected quantum of work indicated in bill of quantities given vide schedule A to D.
20. The tenderers shall abide by all statutory requirements and safety regulations as given below:
- i) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
  - ii) The contractor shall take adequate safety precautions to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
  - iii) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is a must.
  - iv) All the safety appliances required for safe working as decided by Contract operating department/SED shall be provided by the contractor to his workmen.
  - v) Obtain necessary clearances from the engineer concerned every day/time before start of the work and shall adhere to all safety rules and regulations.
  - vi) Contravention of any safety regulation of VSP in vogue from time to time will result into work stoppage, levying penalties and ultimately in contract termination.
  - vii) This list of safety violations and the penalties for such violations by Contractual agencies are annexed at **Annexure No: XI**
21. **General:** The different types of transportation are indicated in the schedules.

22. All tenderers are requested to take special note of the terms and conditions and Confirm to the same strictly.

23. In case of dispute/ contradictions between Special terms and conditions herein and General Conditions of Contract, then the conditions in the Special terms and conditions contained herein shall prevail.

24. Pre-qualification & techno-commercial bid shall be opened on the tender opening date.

25. After the scrutiny of the Pre-qualification & Techno Commercial Bid is carried out, reverse e-auction will be conducted and Price bid will be opened with the tenderers complied with the conditions listed for the Pre-qualification & Techno commercial bid. The date and time of e-auction and opening of the price bids will be communicated in due course.

**26. LIMITATION OF LIABILITY:**

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered in to the Contract between Buyer and Seller.

**27. SUBMISSION OF TENDER/BID:**

Tenderers / Bidders satisfying the eligibility criteria may submit their tenders strictly in accordance with the terms and conditions contained in the tender / bid documents. **The tender / bid should not contain any counter conditions nor should any conditions be attached to the price bid.**

## SCOPE OF WORK

- 1.0 The successful tenderer shall be herein afterwards referred to as Contractor.
- 2.0 The employer shall mean M/s. Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam having its registered office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530 031 (AP)
- 3.0 **NATURE OF WORK:**
- 4.0 Road transportation of various machinery, steel, refractories, Ferro alloys, minor raw materials, general stores, steel pipes, household goods etc., ( By trucks/trailers) from different parts of India to Visakhapatnam Steel Plant site, Visakhapatnam and vice-versa and anywhere to anywhere within India. The total tonnage to be handled is about 2000 - 3000 Tons per annum. This shall be distributed among two parties without any commitment in quantity distribution.
- 5.0 Approximate total quantity to be handled is 2000-3000 MTs per annum. However, item-wise expected tonnage to be handled per annum is indicated at Schedules A to D. Tonnage indicated against each item of schedule is only approximate which may vary depending upon exigencies. No claim in this regard is entertained by RINL.
- 6.0 The Contractor shall be responsible for all aspects of transportation of machinery, steel, refractories, Ferro alloys, minor raw materials, general stores, household goods, steel pipes etc., from various parts of India to VSP site, Visakhapatnam and vice versa and anywhere to anywhere within India, by standard truck/trailer/light commercial vehicles as the case may be.
- 7.0 The Contractor shall receive instructions regarding the work from the Employer or his authorized representative. Any decision on major issues or policy matters regarding transportation will have to be approved by the Employer. The contractor will have to maintain close liaison with the Employer and suppliers of the Employer and carry out the work entrusted to them with full sense of responsibility and to the best interest of the Employer.
- 8.0 The contractor shall lift the material from a particular place/ supplier within 3 days from the date of receipt of e-mail / fax from the employer / supplier.
- 9.0 The contractor shall ensure that required number of trucks/trailers/ LCVs and other transporting equipment are made available at appropriate time.
- 10.0 All the trucks/trailers/LCVs and other transporting equipment utilized for the transportation shall be duly registered, taxes paid regularly and maintained in sound condition with necessary permission to ply on the route stated above in accordance with motor vehicles act or any other act in force.

- 11.0 The contractor shall obtain in due time necessary exemptions / permissions from the competent authority at his own cost. It will be entirely the responsibility of the transport contractor to arrange at his own cost road permits, railway or police permissions etc., required for the said transportation work.
- 12.0 The loading will be arranged by respective suppliers on behalf of the employer and unloading of materials at destination shall be arranged by the employer. While operating the contract inside the premises of RINL, VSP, the Tenderer/Transporter shall abide by all statutory requirements and safety regulations of RINL, VSP and for any violations, fines as mentioned at Annexure-XI shall be levied on the Tenderer/Transporter.
- 13.0 Any transshipment of materials from the trucks/trailers/LCVs is not permissible except in case of break down enroute. The contractor should intimate immediately about breakdown enroute over telephone/fax/email to VSP seeking permission for transshipment.
- 14.0 In case of transshipment, the contractor shall provide necessary packing for loading the material for transporting the cargo at his cost.
- 15.0 Intimation/communication verbally / over phone / in written, by e-mail or fax, through letter by the employer shall be with the local representative of contractor only and it shall be the responsibility of the local representative of contractor to further communicate with the branches wherever & whenever required.
- 16.0 The contractors shall lift the material from a particular place / supplier within 24 hrs from the date of receipt of e-mail / fax from the employer. However if the transport contractor fails to place the vehicle within 3 days , action will be taken against the defaulting transporter(s) including alternate arrangement of transportation with the right to recover the extra/ additional amount spent.
- 17.0 Whenever waybills are to be handed over by the employer or his authorized representative to the contractor, the same shall be intimated verbally/ over phone/ by e-mail or fax to the local representative/ contractor. The local representative of the contractor should arrange to collect the same from the employer within 24 hours. The local representative of the contractor shall make provision to send the waybills to the required place by fastest mode like speed post / authorized courier/ or by their own representative in person.
- 18.0 The transporter should also clearly mention whether they had collected waybills from supplier or from employer (VSP). The waybills so collected should be handed over to VSP stores along with the consignment with due acknowledgement from VSP stores.

## **SPECIAL TERMS & CONDITIONS OF CONTRACT**

- 1.0 **RATES:** Rates must be quoted in the schedules enclosed to the tender, to transport materials as per the dimensions and the weights as indicated. The tenderer shall ensure that the rates quoted are given in figures as well as in words. The tenderer should quote the rates in the proforma of schedules as given in the tender documents i.e., Schedules A B, C and D. By submitting a quotation the contractor shall be deemed to have fully familiarized himself with all the requisite data in connection with this tender. After the tender is accepted, no claim will be entertained for enhancement of the rates or otherwise on account of the work involved on any ground whatsoever. In quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in the market rates except for items covered in price variation formula.
- 2.0 **RATE VARIATION:** The freight rates consist of 70% as fixed and 30% as variable. The adjustment of escalation/de-escalation in freight is applicable on the variable component only, in line with the change in diesel price. All other rates shall be firm excepting for variation in the price of diesel alone, if any, during the contract period as per the following formula. However, the increased/decreased rates shall be applicable from the 1st of the following calendar month from which the change in the rates takes place. The base price of diesel for working out the variation in the rates will be the price of diesel as on tender opening date. The Employer shall revise the rates in case of any change in the price of diesel once in a month taking into account the price of diesel prevailing at Visakhapatnam on the last day of a particular month.

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

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

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

P1 = Revised price

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

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

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

**3.0 TENURE OF THE CONTRACT:**

- 4.0** The Tenure of the Contract is for a period of 3 years from the date of LOI. However, the contract period can be extended for another 4 months at the same Rates, Terms and conditions at the sole discretion of RINL-VSP. The extension period can be short closed at the sole discretion of RINL-VSP

**5.0 INSURANCE:**

- 5.1** The successful tenderer shall provide insurance as per Article 22 of the General Conditions of Contract.

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

**7.0 PERIOD OF VALIDITY OF TENDER:**

- 7.1** The tender and the rates quoted shall be deemed to remain valid for acceptance by RINL/VSP for a period of 90 days from the date of tender opening.

**8.0 TERMS OF PAYMENT:**

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

Central Stores Department, Visakhapatnam Steel Plant, Visakhapatnam for certification of bills. The bills in order will be paid on 10th day from the date of submission of clear bill with supporting documents at VSP Stores. The payments shall be made as per the following procedure:

## **9.0 CERTIFICATION:**

- 9.1** All consignments other than “Smalls” shall be weighed at VSP weighbridge.
- 9.2** When the weighment is not done due to the reason that weighbridge is not working, bunching of vehicles, etc., the theoretical weight as calculated by stores will be arrived. The reason for not weighing the vehicles shall also be recorded.
- 9.3** The weight arrived at VSP weighbridge as per Para 9.1 or the theoretical weight so calculated as mentioned at para 9.2 or actual weight (not chargeable weight) as per the LR whichever is lower shall be payable weight.
- 9.4** Necessary certification indicating the payable weight shall be recorded on the reverse of the LR by Stores. The certificate shall also indicate whether the payable weight recorded is as per “VSP WEIGHBRIDGE” or “CONVERSION WEIGHT” etc.
- 9.5** In case of voluminous and bulky consignment i.e., cotton waste, monolithic lances, etc., weighing less than FTL weight of 7.5 MT , but occupying full space the weight shall be indicated and certified by Stores as “ VOLUMINOUS AND BULKY CONSIGNMENT – FULL TRUCK LOAD “.
- 9.6** Similar certification shall also be done for materials like cable drums, conveyor belts, rolls, coils of aluminium,, thermocouple tips, insulation materials etc., certifying as “ FULL TRUCK LOAD – NO FURTHER SPACE TO LOAD SIMILAR MATERIALS”
- 9.7** Certification given on the reverse of the LR should also indicate Purchase Order (A/T) No. and date, the day book number and date against which the material was accounted for in the stores. (Weighment slips need not accompany the LRs/transporters bills)
- 9.8** Whenever due to exigencies the consignment has to be collected exclusively in a separate vehicle, the certification shall be given by the concerned executive authorizing the transporter to lift the consignment as full load and payment shall be released for full truck load / LCV/Trailer. For transporting materials like chemicals, exclusive vehicle has to be placed.
- 9.9** For the consignments which are to be directly delivered at shop floor / zones, weighment shall be done at VSP weighbridge. The certificate given by the executive of shop floor / zone shall indicate the “ WEIGHT AS PER VSP WEIGHBRIDGE”. When the materials are unloaded by the transporter, a certificate to that effect shall be obtained from the recipient. Whenever the full truck loads are directly delivered at shop floors, the relevant DB nos & A/T Nos are to be incorporated on the reverse of the LR and certified by concerned Stores representative.

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

#### **10.0 FULL TRUCK LOAD CERTIFICATION**

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

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

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

#### **11.0 BASIS FOR PAYMENT:**

##### **SMALLS:**

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

**11.1.3** For consignments weighing upto 3 MT, freight shall be paid on the rates for smalls per MT. However, the consignments weighing between 3 to 4 MT freight shall be paid on the rates for smalls per MT subject to freight amount thus arrived should not exceed the amount for 4 MT based on proportionate rate for full truck load of 7.5 MT.,  $\text{smalls freight} \leq (\text{FTL freight}/7.5\text{MT}) \times 4 \text{ MT}$ . If smalls freight exceeds the freight arrived on proportionate FTL rate, then freight applicable for 4 MT on proportionate FTL rate is payable.

**11.1.4** For consignments weighing above 4 MT but less than 7.0 MT, freight shall be paid proportionately considering full truck load as 7.5 MT.

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

## 11.2

### FULL TRUCK LOAD:

Freight shall be paid for full truck load of 7.5 MT for the consignments of following category:

Consignments weighing between 7.0 MT to 8.0 MT

- 11.2.3** Consignments certified as (i) "VOLUMINOUS AND BULKY CONSIGNMENT FULL TRUCK LOAD " (ii) " FULL TRUCK LOAD – NO FURTHER SPACE TO LOAD SIMILAR MATERIAL" and (iii) those authorized by the Employer to be brought as full truck load, the freight rate for full truck load shall be paid. Volume conversion for light but voluminous consignments, when carried less than full truck load only, shall be 1 CFT = 14.29 Kgs. When conversion adopted, payment shall not exceed full truck load.
- 11.3** In case material is transported in a 9 MT truck, freight shall be paid on proportionate basis considering 7.5 MT Full Truck Load as a divisible factor.
- 11.4** In case material is transported in a 10 wheeler Taurus vehicle, freight shall be payable for two full truck load charges (7.5 MT FTL) provided the weight of the cargo transported in the range between 13 and 15 MT. In case the tonnage involved is less than 13 MT or more than 15 MT, freight shall be payable proportionately for full truck load of 7.5 MT FTL as a divisible factor.
- 11.5** Any direct consignment i.e., consignment other than " SELF" or " DELIVERY AGAINST CONSIGNEE COPY OF LR " weighing three MT or above is to be door collected and door delivered and such charges are to included in the rates, irrespective of their booking conditions.
- 11.6** In case of consignments booked on "SELF" or "DELIVERY AGAINST CONSIGNEE COPY OF LR" basis, the transporter shall check, from the Employer regarding the availability of LR and door deliver the consignment if LR is available with the Employer, at the time of receipt of consignment in transporter's godown at Visakhapatnam. If LR is not available at that point then it shall be unloaded in transporter's godown.
- 11.7** For consignments weighing less than 3 MT, door collection or door delivery charges shall be paid as per rates finalized. However, such consignments shall be collected only if it is indicated in the purchase order or if it is asked for specifically by the employer and shall be door delivered if requested by employer in writing.
- 11.8** For all stations that are within 50 Kms, vicinity of major booking station, the

transportation charges shall be paid as applicable for that booking station / city / town.

**11.9** Sections where there is a Port/Air Port, the same rate shall be applicable for the consignments taken delivery from the Port/Airport.

**11.10** No demurrage charges shall be paid by the employer for any consignment (s) irrespective of the booking conditions whether freight to-pay or pre-paid.

**11.11** No extra items other than those provided in the scope of work shall be done by the contractor unless authorized to do so in writing by the employer or his authorized representative. For any such items of work executed as per written instructions, the rates will be mutually agreed upon or as derived from the accepted rates wherever possible on the basis of which payment will be effected.

**11.12** No correction/over-writings on the LR/challans shall be allowed. Correct weight/weights of the consignment has to be indicated on the LR at the booking stations only. In case of voluminous consignments the dimensions of the package (s) should be indicated on the LR at the booking station only. Payments against LRs with corrections and over-writings, shall not be made.

**11.13 The standard measurements of truck are 5.5 Mtrs (Length), 2 Mtrs (Width) and 2.2 Mtrs( Height)**

**11.13.1** Extra charges for increase in length/width/height shall be paid concurrently beyond above mentioned dimensions as per the following:

**11.13.2 FOR SCHEDULE 'A'/FTL**

For every increase of 15 mm in length i.e., beyond the length of 5.5 Mtrs, 0.5% extra freight shall be paid. For every increase of 15 mm in width i.e., beyond the width of 2 Mtrs, 1% extra freight shall be paid. For every increase of 15 mm in height i.e., beyond the height of 2.2 Mtrs, 1% extra freight shall be paid.

**11.13.3 FOR SCHEDULES 'B' AND 'C':**

For every increase of 15 mm in length i.e., beyond the length of 13 Mtrs, 0.25% extra freight shall be paid. For every increase of 15 mm in width i.e., beyond the width of 4 Mtrs, 0.5 % extra freight shall be paid. For every increase of 15 mm in height i.e., beyond the height of 3.5 Mtrs, 0.5 % extra freight shall be paid.

**11.13.4** It may be noted that any part measurement of 15 mm shall be ignored for the purpose of calculation of extra freight amount as per Clause No. 11.13.2 & 11.13.3.

**11.14** A/T No. and date shall be invariably indicated on the LR copy at the time of

booking by the transporter. LRs without delivery challan/ invoice indicating A/T No. and date shall not be accepted either by the Stores or by the freight paying authority.

- 11.15** Under any circumstances, no demurrage charges are payable to the contractor under this contract. Further, the transporter shall not charge any demurrage for a minimum period of 120 days from the date of expiry of the contract for the consignments transported by him.
- 11.16** No detention charges for the vehicles shall be paid either at loading or unloading point due to delay, if any, for any reasons. However, all care will be taken by VSP for loading and unloading within reasonable time.
- 11.17** Transporter shall deliver the full truck / trailer/LCV load consignments at VSP Stores only, irrespective of the booking whether freight is Pre-paid / To-pay. No extra charges shall be paid. Irrespective of booking of delivery terms by the supplier, the transporter should deliver all the consignments to VSP stores weighing more than 1 MT. In case of weighing less than 1 MT , the delivery terms as per the consignment note are to be followed. For this no extra charges shall be paid.

**11.18 GST INVOICES:**

- 11.18.1** The contractor shall obtain acknowledgements from the authorized representative of VSP on the challans having delivered the materials in good condition. Payment shall be made to the contractor only when the bills are supported by such certificate/ certified challans. GST Invoices received from suppliers shall be handed over to the consignee for claiming INPUT TAX CREDIT (ITC) . The following procedure shall be followed for GST in this regard.
- 11.18.1.1** The transporter shall indicate on the LR, at the time of preparation of LR itself, whether or not, GST invoice has been received from the supplier (Consignor)
- 11.18.1.2** The transporter shall allow the collection contractor of VSP while collecting the smalls to indicate on the transporter's copy of LR, whether the GST invoice is received by the collection contractor or not.

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

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

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

## **12.0 SHORTAGES**

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

## **13.0 TRANSIT TIME:**

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

Sl. No.	DISTANCE (KMS)	FTL (Days)	SMALLS (Days)	TRAILER (Days)	ODC (Days)	LCV (Days)
1	WITHIN 1000 KMS	4	5	10	20	2
2	ABOVE 1000 KMS	8	10	15	25	5
3	GRACE PERIOD	2	2	2	5	0

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

**14.0 LIABILITY OF CONTRACTOR REGARDING LOSS, DAMAGES, FINES PAYABLE ON VIOLATION OF SAFETY RULES OF RINL, VSP ETC:**

- 14.1** If and when any expenses such as detention charges, demurrage charges which are avoidable are incurred or losses to stores or losses of claims for compensation from carriers or insurance company or other authority are occasioned on account of transporter's negligence or failure to exercise all care, diligence and economy, the Employer at his discretion can, after giving the contractor an opportunity to explain, require the contractor to reimburse the Employer with whole or any part of such expenses. If such reimbursement is not done immediately by the contractor, the amounts which have been spent on account of the contractor's negligence etc., shall be recovered from the pending bills of the contractor. The assessment of losses, and the amount to be reimbursed or recovered etc., as determined by the Employer shall be binding on the contractor.
- 14.2** It shall be understood that simply because an amount/quantum of loss is under dispute, it would not debar the Employer from recovering it from the pending bills of the contractor. If later on, it is decided that it was not correctly recovered, the amount will be refunded.
- 14.3** Any damage/losses that may be suffered or incurred by the Employer on account of non-fulfillment of any or all of the obligations by the contractor shall be recovered from the contractor without prejudice to other rights and remedies.
- 14.4** If a driver or any staff of the contractor indulges in unauthorized movement of materials or in any other activity, which is punishable under law and is not authorized by the Employer, the contractor will bear the full responsibility for the loss and other consequences, unauthorized acts besides the action to terminate the contract by the Employer.
- 14.5** In case of accident or injury or damages caused by the contractor's vehicle or staff to any property of employer the financial responsibility to compensate will be borne solely by the contractor and this amount may at the discretion of the Competent Authority or Visakhapatnam Steel Plant, be recovered from the bills or security deposit or other deposits of the contractor.

- 14.6** Variation in taxes, if any, applicable after opening of Tender / Price Bid / Revised Price etc as the case may be (based on which the order on contract shall be placed) shall be reimbursed by VSP subject to production of necessary documents by the AOIT contractor.
- 14.7** Similarly Withdrawal / Downward Revision in variation in taxes shall be adjusted in the price quoted and benefit shall be passed to the VSP.
- 14.8** All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the AOIT contractor.
- 14.9** The loading will be arranged by respective suppliers on behalf of the employer and unloading of materials at destination shall be arranged by the employer. While operating the contract inside the premises of RINL, VSP, the Tenderer/Transporter shall abide by all statutory requirements and safety regulations of RINL, VSP and for any violations, fines as mentioned at Annexure-XI shall be levied on the Tenderer/Transporter.

**15.0 TAXES:**

The Contractor shall pay all taxes duties, charges or levies which may be assessed, imposed or levied upon any income realized by him under Contract except Service Tax. Service Tax, if applicable, shall be borne by the Employer. The transporter shall give necessary declarations to VSP as required from time to time for remitting service tax and to claim set off. Income Tax, if leviable, shall be borne by the Contractor. The Contractor shall be responsible to furnish Income Tax Declaration and file returns with respective Income Tax Authorities, as required under the Income Tax Act. Any Income Tax which the Employer may be required by law to deduct, shall be deducted at source and the same shall be paid to the tax authorities for the account of the Contractor and the Employer shall provide the Contractor tax deduction certificate.

**16.0 CAPACITY OF TENDERER:**

**16.1 Technical Capacity:**

The tenderer shall furnish equipment details as per Annexure- VI.

**16.2 LEGAL CAPACITY:**

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

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

**16.2.3 FINANCIAL CAPACITY:**

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

**17.0 NOTICE ON BEHALF OF THE EMPLOYER:**

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

**18.0 RIGHTS OF EMPLOYER:**

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

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

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

**18.4** The mere mention of any item of work in this contract does not by itself; confer

rights on the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

**18.5** It cannot be guaranteed that materials will be uniformly dispatched/ received during the period of the contract for the purpose of transportation and the contractor shall be ready to work under such and/or any circumstance without claiming any extra charges for the same. Employer does not guarantee about the number of vehicles required per day or per month.

**18.6** Converting height into length or width or so may be done wherever possible and economical in transportation at the discretion of Employer.

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

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

**20.0 REQUIREMENT OF PERFORMANCE:**

**20.1** Before booking company's consignments contractor's representative will have to take care that consignments (whether packed or open type) carry either a packing slip fixed on outside the package or paint written on it. Minimum requirements are our purchase order reference, name of the consignor, ship name/ bill of lading no. /AWB No. & date, if any, etc., with booking station. Besides, contractor must ensure that they collect copy of invoice/I. Note/Party challans and Form-31, wherever applicable and send them along with consignments.

**20.2** All the LR's submitted along with the freight bills shall contain the following information.

**a)** Name of the Consignor.

**b)** Description of material.

**c)** LR No. & Date.

**d)** Date of delivery at destination with consignee's acknowledgement, clearly indicating the name of the person who received the material affixing rubber stamp of the consignee.

e) The acknowledgement shall also indicate if the weight certified is as per “VSP Weighbridge Weight” or “VSP Conversion/Calculated weight” etc.

f) Number of packages and weight delivered, Lorry No./Trailer/LCV should be indicated on the LRs without exceptions.

g) No weighment slips need be enclosed along with LR.

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

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

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

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

## **21.0 SIGNING OF CONTRACT AGREEMENT:**

On the tender being accepted by the employer an agreement in respect of the contract will be signed and executed by and between the employer and the

contractor. All costs , charges and expenses of and incidental to the execution of the same agreement shall be borne by the contractor.

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

**21.2** In case of Ex-works consignments, whenever there is request from supplier to collect material from their works on door-delivery basis, this needs to be complied with door collection charges shall be paid in case where the transporter arrange collection from suppliers' godown. A weekly report on consignments received and pending for delivery is to be forwarded to Manager (stores-transport section). Whenever our collection contractor submits the original LR to the transporter, in case the material is not received, the same is to be recorded on the reverse side of the LR. In case of dispatch of consignments handed over by DR stores, information as to delivery of the material to supplier is to be informed to stores transport section and to DR stores. Consignments booked by VSP for repair/rectification due to quality complaint / rejected material, to be delivered to suppliers in time. The transport contractor has to submit a report on fortnightly basis as to the consignments lifted during the period with details like LR No. & date etc,

**22.0 JURISDICTION:**

**22.1** The Courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions/claims/disputes/differences of any kind whatsoever arising under or in connection with the terms and conditions of any general/special conditions of this tender.

**22.2** In case of dispute/ contradictions between Special terms and conditions herein and General Conditions of Contract, then the conditions in the Special terms and conditions contained herein shall prevail.

## ADDITIONAL CONDITIONS OF CONTRACT

### 1.00 DEFINITION:

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

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

1.08 "Invitation to Tender" shall mean and/or include inquiry for the performance of service or services in connection with the plant or for the planned extension or expansion thereof.

1.09 "Contract Sum" shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.

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

1 KM ..... 1000 m

1 m ..... 100 cm

1 d cm .... 10 cm

1 cm ..... 10 mm

For surface measurement in sq.m.

For volume measurement in cu.m.

1.11 "Weight" shall mean the calculation of a load. It is to be stated in Metric Tons(1 Metric Ton = 1000Kgs)and/or in Kgs. (1 kg=1000 grms.) One tonne shall mean 1000 Kgs. By weight.

1.12 "Time" shall be reckoned by months, days and hours, the period of a month being equivalent to the calendar month according to the Gregorian Calender.

1.13 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.

1.14 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect material or work under the contract or his duly authorised agent.

- 1.15 "In writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode or modes of representing or reproducing words in a visible form.
- 1.16 "Notice in writing" or "Written Notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.17 "Letter of Intent" shall mean an intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.18 Words importing persons shall include firms, companies, Corporations, Associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice versa where the contract so requires or permits.

## 2.0 LANGUAGE:

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

## 3.0 HEADING AND NOTES:

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

## 4.0 SIGNING OF THE AGREEMENT:

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

## 5.0 SECURITY DEPOSIT:

5.1 The successful tenderer shall be required to deposit within two weeks of the acceptance of his tender, security deposit in favour of the Employer in one of the following forms:

5.1.2 Demand draft of the State Bank of India or from any other schedule bank payable at Visakhapatnam.

5.1.3 Bank guarantee from the State Bank of India or from any other Indian Scheduled Bank or any other established Bank acceptable to the employer and in the proforma given by Employer.

5.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.

5.3 The Security Deposit furnished by the tenderer will be subject to the terms and conditions of the contract finally concluded between the parties and Employer will not be liable for payment of any interest on the security deposit or any depreciation thereof, any loss resulting on account of failure of the bank.

5.4 The Security Deposit shall be refunded/bank guarantee released on application by the contractor after the expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Employer certifying due completion of the work and submitted a "No Demand Certificate".

5.5 Should the extent or object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction of the contract sum by more than 10% then the security deposit shall be increased or reduced accordingly.

## 6.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

6.1 General:

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

6.2 Sub-letting of contract:

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

6.3 COOPERATION WITH OTHER CONTRACTORS:

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

6.4 RESPONSIBILITY FOR COMPLETENESS:

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

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

#### 7.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

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

#### 8.0 ACCESS TO SITE:

8.1 Subject to Article 8.3 access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.

8.2 In the execution of work no person other than the contractors, permitted subcontractor and his or their Employee shall be allowed on the site except with the written permission of the Employer.

8.3 The access to the site referred to in Article 8.1 above shall not be exclusive to the Contractor but only such as shall enable him to execute the work. The Contractor shall afford to the Employer and to the other Contractors, whose names shall have been previously communicated in writing to the Contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

#### 9.0 OBLIGATIONS OF THE CONTRACTOR:

9.1 Unless otherwise agreed upon, the responsibilities of the Contractor shall include, but not limited to providing at his own cost, the following work and services.

9.1.1 Ensuring coordinated handling of incoming equipment and materials so as to ensure that these will be available to the Employer in the order in which they will be required.

9.1.2 Unless otherwise provided in the contract, providing all equipment, tools lifting tackles instruments and appliances required for the work. These shall be subject to inspection and passing by the Employer or his authorized representative. All

rejected materials etc. shall be removed from the site by the Contractor shall be replaced by new materials in equivalent quantities.

9.1.3 Providing watch and ward to ensure security and safety of materials under the Contractor's custody.

9.1.4 Providing necessary supervisory personnel, staff, skilled and unskilled labour. The Contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The Contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the Competent Authority. If the Contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The Contractor shall take all safety precautions during work and ensure that his personnel use shoes, safety belts, gloves, helmets, masks etc., as are necessary for their safety. The Contractor shall, on demand by the Employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.

9.1.5 Complying with instructions of the Employer in the interest of satisfactory progress and completion of the general work according to the schedule.

9.1.6 Making all arrangements to ensure that other work is not impeded of workmen not endangered.

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

## 9.2 CONTRACTOR'S REPRESENTATIVES:

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

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

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

### 9.3 PROGRAMME OF WORK AND PROGRESS REPORTS:

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

#### 9.4 GENERAL SUPERVISION BY THE EMPLOYER AND COORDINATION:

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

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

#### 9.5 PAYMENT OF TAXES:

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

#### 9.06 WAGES, MEDICAL SUPERVISIION ETC.

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

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

9.6.3 The Contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighborhood or established by machinery or negotiations or arbitrations to which the parties are employees and recognized organizations of workers

engaged in trade or industry in the neighborhood or prescribed by the State or local authorities. In the absence of any rates of wages, hours or conditions which are not less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

- 9.6.4 The Contractor shall make regular and prompt payments of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. If it is found that workers are not paid regularly, the contract is liable to be terminated.
- 9.6.5 The Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.
- 9.6.6 As a number of Contractors may be working at the same time in the erection of different parts of the Plant, there is need for pursuance of a coordinated Policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.
- 9.6.7 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the Contractor shall arrange to remove any of his employees found to be suffering from contagious diseases to a hospital. The Contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.
- 9.6.8 The Contractor shall also be responsible for the observation of the above clause by his sub-Contractors.

## 9.7 WITHHOLDING PAYMENT:

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

## 9.8 POSSESSION PRIOR TO COMPLETION:

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

## 10.00 STATUTORY, SAFETY AND OTHER OBLIGATIONS:

10.01 The Contractor shall be liable for or in respect of any damages or compensation liable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Employer, Contractor or any Sub-Contractor and for any damages to the Employer's or Third Party's properties caused by vehicles employed by the Contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act 1923(VIII of 1923) or any other law for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all cost and (without prejudice to any other means of recovery) the Employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under this contract or any other contract) all money paid or payable by the Employer by way of compensation aforesaid and/or for costs or expenses in connection with any claim thereto, and the Contractor shall abide by

the decision of the Employer as to the sum payable by the Contractor under the provision of this clause.

- 10.02 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State Statute, ordinance or other law or any regulation or bye law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies whose property or rights are affected or may be affected in any way by the works or any temporary works.
- 10.03 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.04 In respect of all labour directly or indirectly employed on the works, the Contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to fair wages, the welfare measure and safety of labour etc. will be deemed to be part of Contract.
- 10.05 The Contractor shall if required by the Employer deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe showing the numbers of the several classes of labour from time to time employed by the Contractor on the site.
- 10.06 All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits be carried on so as not to 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 the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.

- 10.07 The Contractor shall be responsible for the safety of his workmen and employees. All accidents to them on performance of the contract are to be immediately reported to the required authorities. The Contractor shall be responsible that all such accidents, however and wherever occurring on his works are reported without delay to the Employer.
- 10.08 The Contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees employed by him in carrying out this contract as he himself and not the Employer is responsible under the said act for the compliance thereof.
- 10.09 The use or sale of ardent spirits or other intoxicating beverages upon the work, or in any of the buildings, boarding houses, en-campments, or the tenements owned, occupied by or within the control of the Contractor or any of his employees, is strictly forbidden and the Contractor shall exercise his influence and authority to the utmost extent for compliance with those conditions.
- 10.10 The Contractor must take sufficient care in moving their plant and equipment from one place to another so that they may not cause any damage to the property of the Employer and in the event of his failure to do so, the cost of such damages including eventual loss of working hours in any plant as estimated by the Employer is to be borne by the Contractor.
- 10.11 The Contractor shall not in the performance of the contract work in any manner endanger the safety or unlawfully interfere with the convenience of the public.
- 10.12 The loading will be arranged by respective suppliers on behalf of the employer and unloading of materials at destination shall be arranged by the employer. While operating the contract inside the premises of RINL, VSP, the Tenderer/Transporter shall abide by all statutory requirements and safety regulations of RINL, VSP and for any violations, fines as mentioned at Annexure-XI shall be levied on the Tenderer/Transporter.

11.0 DUE DATES OF PAYMENT:

- 11.1 All payments to be made to the Contractor, under this contract shall be by "RTGS / NEFT mode of e-payment" only within a reasonable time (10 days from the date of submission of clear bills) after the certification by the Employer or his authorized representative.

12.0 DEDUCTION FROM CONTRACT SUM:

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

13.0 NEGLIGENCE:

- 13.1 If the Contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Employer in connection with the work, or shall contravene the provisions of the

contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Employer without prejudice to his rights under clause 13.2 hereto, may rescind or cancel the contract, holding the Contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.

- 13.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the same making good, then and in such case without prejudice to the Employer's right under clause 13.1 hereto, the Employer

shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the contract at the Contractor's risk and cost, either departmentally or may recontract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.

13.3 In such event, the Employer shall, without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.

13.4 If the cost of executing the works as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit the said materials, tools, tackles or other things the property of the contractor as may not have been used up in the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.

#### 14.0 CONSTRUCTION OF CONTRACT:

14.1 The Contract shall be governed by the laws of India.

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

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

- 15.1 The probable quantities of the several items of work are furnished in the schedules of quantities and it must be clearly understood the contract is not a lumpsum contract that neither the probable quantities nor the value of the individual items, nor the aggregate value of the entire works shall be binding on the Employer and that the Employer does not in any way assure that the contractor or guarantee that the said probable quantities are correct or that the works should correspond thereto.
- 15.2 The Employer shall have power to vary or alter the extent scope/and/or technical character of the work under the contract and the contractor shall be bound by the same.
- 15.3 Any amount to be allowed in respect of any variation or alteration of the contract work effected by the Employer under this Article shall be added to or deducted from the contract sum as the case may be.
- 15.4 The Employer may at any time temporarily stop the work under the contract or any part thereof by notice in writing to the contractor. All work so stopped shall be assumed by the contractor based on a schedule to be mutually agreed upon between the employer and the Contractor.
- 15.5 The Employer will not pay the Contractor for any work covered by the suspension which is performed during such an interval of suspension, and the Employer will not be liable to the Contractor for any damages or loss caused by such suspension of work.
- 15.6 The Employer shall have further power to cancel the contract, if the contractor fails to duly perform and complete the contract or if it appears for valid reasons that he will fail to fulfill his obligations under the contract for reasons other than those relieving him from his responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Employer, there shall be an equitable settlement of the obligations arising out of this contract.

16.0 NON-WAIVER OF DEFAULTS:

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

17.0 GENERAL DIRECTION OF WORK:

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

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

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

19.0 SERVICE OF NOTICE ON THE CONTRACTOR:

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

## 20.0 SERVICE OF NOTICE TO THE EMPLOYER:

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

## 21.0 INDEMNITY :

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

## 22.0 INSURANCE:

22.1 The Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the tenure of the Contract.

22.2 The Contractor shall be responsible for effecting insurance under the Indian Workman's Compensation Act, Third Party Liability Insurance and any other insurance in accordance with the Indian Laws and regulations at his own cost.

22.3 The Employer shall not be responsible for any damage to the vehicles/ Equipment/third party suffered by the Contractor during the course of operation and the Contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account shall be entertained by the Employer.

## 23.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

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

23.1.1 The Contractor shall whether acting as the Employer's agent or as custodian 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 materials belonging to the Employer lost by the Contractor or any damage caused to such materials while in his care and custody shall be recovered from the Contractor. For this purpose the amount as assessed by the Employer shall be final and binding on the Contractor.

## 24.0 ARBITRATION:

24.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon, or in relation to or in connection with the Contract, other than those for which the decision of Employer or his authorized representative is by the contract depressed to be final and conclusive, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to and decided by the Chairman-cum-Managing Director, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam, those decision shall be final and binding upon the Contractor.

24.2 Work under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by the Employer or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Employer shall be withheld on account of such arbitration proceedings, subject matters thereof.

24.3 The venues of the arbitration shall be the place/office from which contract has been awarded or such other place, the Employer at his discretion may determine

25.0 FORCE MAJURE:

25.1 The Employer and the Contractor shall not be in any way, liable for nonperformance either in whole or in part of the contract or for delay in performance thereof in consequences of any strike, lock-out, fire, riots, war or insurrection or restraints imposed by Govt., act of Legislature or other authorities and by reason of any other cause of whatsoever nature beyond the control of either party.

26.0 DEATH, BANKRUPTCY ETC:

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

27.0 EXTENSION OF CONTRACT:

27.1 The Employer can extend the period of contract for another 4 months at the same Rates, Terms and conditions at the sole discretion of RINL-VSP. The Extension period can be short closed at the sole discretion of RINL-VSP.

28.0 GENERAL:

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

**ANNEXURE-I**

**BID SECURITY DECLARATION**

(In Lieu of EMD)

Tender no. / RFx No.:  
yyyy)

Dated: (dd-mmm-

I/We have understood that, according to the conditions of Tender document, bids must be

supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid

Security Declaration" as follows:

I/We accept that, I/We will automatically be debarred from participation in all future tenders of

RINL for a period of three (3) years and also already subrnitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

(a) If I/we withdraw/ modify our Bid after tender opening and during the period of bid validity

stipulated in the tender document or any extension thereof.

Or

(b) Having been notified of the acceptance of our Bid by RINL, during the period of bid

validity,if I/We

(i) Fail or refuse to execute the Contract. (or)

(ii) Fail or refuse to furnish the security deposit, as stipulated in the Tender Document/

Work Order/ Letter of Acceptance/ Purchase Order.

(Signature)

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

The bidder shall submit a documentary proof (viz. certified/true copy of board resolution / Power

of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: [Complete name of Bidder and Address]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

---

Note: In case of a Joint Venture / Consortium, wherever allowed the BSD must be in the name of all

partners to the Joint Venture / Consortium that submits the bid.

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred  
drawn on the name of the issuing Bank)

TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER  
SITUATED AT VISAKHAPATNAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE  
THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED  
BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM.

BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To

Rashtriya Ispat Nigam Limited

Visakhapatnam Steel Plant

Administrative Building

Visakhapatnam – 530 031.

Bank Guarantee No.

Dt.

**LETTER OF GUARANTEE**

WHEREAS M/s. .... (Name of the contractor)  
hereinafter referred to as..... (short name of the contractor) and M/s RASHTRIYA  
ISPAT NIGAM LTD,VISAKHAPATNAM STEEL PLANT (hereinafter referred to as the  
RINL/VSP) have entered into an AGREEMENT vide CONTRACT No.  
\_\_\_\_\_ dated \_\_\_\_\_( hereinafter  
called the said CONTRACT) for “ Road transportation of various Machinery, Steel,

Refractories, Ferro Alloys, Minor Raw Materials, General Stores, Steel Pipes, Household goods, Spares, Rolls, Conveyor Belts, Cable Drums etc.(by Trucks/Trailers/LCVs) from different parts of India to Visakhapatnam Steel Plant Site, Visakhapatnam and vice-versa and anywhere to anywhere within India ”, on the terms and conditions mentioned therein.

- i) We,.....(name of bank & branch) at the request of (short name of contractor), do hereby undertake and indemnify and keep indemnified the RINL/VSP to the extent of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_)
- against any loss or damage that may be caused to or suffered by the RINL/VSP, by reason of any breach by (short name of contractor ) of any of the terms and conditions of the said CONTRACT and/or in the performance of the said CONTRACT by(short name of contractor ). We agree that the decision of the RINL/VSP as to whether any breach of any of the terms and conditions of the said CONTRACT or in the performance thereof has been committed by (short name of contractor ) and the amount of loss or damage that has been caused to or suffered by the RINL/VSP shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the RINL/VSP on demand and without protest or demur.
- ii) We, ..... (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) 180 days after the date of expiry of the contract under the said AGREEMENT or (b) in the event of any dispute(s) between the RINL/VSP and(contractor), until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us,.....(name of the bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, .....(name of bank & branch not withstanding the fact that the same is enforced after the date referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the RINL/VSP before the dates referred to at (a) or(b) herein above, as the case may be. Payments under this LETTER OR

GUARANTEE shall be made promptly upon our receiving the notice to that effect from the RINL/VSP on demand and without protest or demur.

- iii) We, .....(name of bank & branch) undertake not to revoke this Guarantee during its currency without the prior written consent of the RINL/VSP
- iv) We, .....(name of bank & branch) hereby further agree that the RINL/VSP shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said CONTRACT or to extend the time of performance of the said CONTRACT by (short name of contractor ) from time to time or postpone for any time or from time to time any of the powers exercisable by the RINL/VSP against (short name of contractor ) to forbear or to enforce any of the terms and conditions relating to the said CONTRACT and, We, .....(name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to(short name of contractor ) or any forbearance and/or omission on the part of the RINL/VSP or any indulgency by the RINL/VSP or by any other matter or thing whatsoever which under the laws relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.
- v) We, .....(name of bank & branch) hereby agree that the Guarantee herein contained in initially valid up to \_\_\_\_\_and that the same shall be extended further according to the provisions contained herein above.
- vi) We, .....( name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of (short name of contractor ) and/or the RINL/VSP.
- vii) We, .....(name of bank & branch) hereby further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at Visakhapatnam situated at .....(Address of local branch at Visakhapatnam).

FOR AND ON BEHALF OF

(Name of bank &branch)

Signature:

Name :

DULY CONSTITUTED ATTORNEY

& AUTHORIZED SIGNATORY

Designation

(Name of bank &branch)

Important:

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

REF:

DT: ...

TO

M/s .....

.....

.....

.....

.....

Dear Sir,

Sub: Submission of Security deposit Bank Guarantee(BG)

Ref: 1)Tender No:

2) LOI No:

3) Your letter no: ..... DT ...

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

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

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

Yours faithfully,

For RINL/ Visakhapatnam Steel Plant

(K.Venugopal)

Dy. General Manager(Stores)

## **ANNEXURE-III**

### **PROFORMA PERFORMANCE GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT**

This Agreement is made this \_\_\_\_\_ between M/S \_\_\_\_\_ (Name and Address of the Company) ( hereunder called “ Contractor” which expression shall repugnant to the context of meaning thereof include its successors and assigns of the first part and the RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM, a Company registered under the Company’s Act,1956, having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 called Company( which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the second part.

Whereas the Contractor has interalia agreed with the Company to execute The work “ Handling and Internal Transportation of Stores Material within Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam on the terms and conditions contained in the LOA No. -----dtd.----- made between Company and the Contractor.

AND whereas the Contractor has to furnish a sum of Rs \_\_\_\_\_( Rupees only ) as Security Deposit for the due performance of the said agreement.

AND WHEREAS the Company has agreed not to insist on such deposit of Rs \_\_\_\_\_ Rupees \_\_\_\_\_ )from the Contractor as Security Deposit but to accept this Performance Guarantee Bond for the due performance of the said agreement by the Contractor on the terms and conditions herein contained.

It is now agreed by and between the Parties hereto as follows:

1) In consideration of the Company agreeing to waive the payment by the Contractor against security Deposit in accordance with the said Agreement on the Contractor furnishing this indemnity, the Contractor Hereby undertakes to indemnify the Company and keep the Company Indemnified from time to time to the extent of an amount of Rs \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only ) being value of Security Deposit in accordance with the said agreement against any loss or damage causes to or suffered by the Company by reason of any breach or breaches on the Contractors part any of the terms and conditions contained in the said Agreement and in the event of the contractor shall make any default or Defaults in carrying out any of the works under the said agreement or Otherwise in the observance or performance of any of the terms and Conditions relating thereto in accordance with the intent and meaning thereof, the Contractor shall forthwith on demand and without demur pay to the Company a sum of Rs \_\_\_\_\_ - ( Rupees \_\_\_\_\_ only ) as may be claimed by the Company as losses, damages, costs, charges or expenses by reason of such default on the Contractor’s part.

2) Notwithstanding anything to the contrary presents or in the said Agreement the Company’s decision as to whether the Contractor has Made any default or defaults or the amount or amounts to which the Company is entitled by reason thereof will be binding on the Contractor for the purpose of this indemnity and the Contractor shall not be entitled to ask the Company to establish its claim or claims under this indemnity but will pay the same or demand without any objection provided always the mutual rights under the said agreement shall not in any way be prejudiced by reasons or such demand by the Company and payment by the Contractor under this indemnity and which claims under the said agreement ( shall be settled in accordance with the said agreement) without prejudice to the Company

's right to demand immediately under this indemnity and the Contractor's liability to pay the same, but any amount so paid by the Contractor being taken into consideration the settlement as per the said agreement.

3) This indemnity shall continue and hold good until it is released by the Company in writing on the Contractor's application after the expiry of relative guarantee period of the said agreement and after the Contractor has discharged all his obligations under the said agreement and submitted "NO DEMAND CERTIFICATE" from the Engineer under the said agreement. The Indemnity Bond shall be valid for a minimum period of Contract Period ( 3 years) + 4 months + 6 months Claim period i.e. up to \_\_\_\_\_.

4) The Company will have the fullest liberty from time to time to enforce or forbear to enforce any of the terms and conditions of the said Agreement and the Contractor shall not be released from his/their liabilities under this indemnity by the exercise of the Company's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance act of omission on the Company's part or any indulgence by the Company to the Contractor or by any variations or modification of the said agreement or any other act, matter or thing whatsoever on the Company's part.

5) This indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Company and this indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF THE PARTIES hereto have executed these presents the day the year first herein above written.

Signed by Shri  
( on behalf of the Contractor)

In the presence of

1.

2.

Signed by Shri.....  
( Name & Designation)

For and on behalf of Rashtriya Ispat Nigam Ltd.

ANNEXURE-IV

PROFORMA OF SOLVENCY CERTIFICATE TO BE ISSUED ON BANKS  
LETTERHEAD

Certified that Mr. /M/s. \_\_\_\_\_  
is/are having his/their Bank Account with\_\_\_\_  
\_\_\_\_\_Bank that he/they is/are solvent and that  
he/they has/have the Financial capacity to execute the work of road transportation of  
various consignments from different places in India Visakhapatnam Steel Plant site,  
Visakhapatnam and vice-versa and anywhere to anywhere within India for annual value  
of Rs.1.0 Crore. The account is in satisfactory operation with us for the past one year.

Signature/Designation

Name of Bank

Date :

Place

**ANNEXURE-V**

**INFORMATION REGARDING EXPERIENCE**

The tenderer has handled the following road transport Contracts and their magnitude during any three years of the preceding seven years:

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

--	--	--	--	--

Date:

Signature of Tenderer

**FORMAT FOR CERTIFICATE FROM PRACTICING CHARTERED ACCOUNTANT**

We have examined the audited books of Accounts of M/s. (Tenderer) and verified the following:

- 1) During the FY \_\_\_\_\_ to \_\_\_\_\_, the Annual Turn Over of the (Tenderer) is Rs.\_\_\_\_\_. (Criteria: Turnover not less than Rs.40 Lakhs in atleast One Year in the preceding 7 years).
- 2) During each of the below mentioned 3 Financial Years (Within last 7 Financial Years), M/s.\_\_\_\_\_ (Tenderer) had handled transportation contracts of Freight Earnings Turn Over not less than Rs.20 Lakhs:

Sl.No.	Financial Year	Turn Over (Rs.)
i)		
ii)		
iii)		

- 3) We have verified that M/s. (Tenderer) had handled atleast 2 Nos. of Transportation Contracts (as per Work Order copies attached and details given below) of value more than Rs.20 Lakhs from reputed organizations during any 3 Financial Years in last 7 Financial Years.

Sl.No.	Transportation Contract from	Work Order Value (Rs.)	Contract Period (From dt To dt.)
i)			
ii)			
iii)			

- 4) We have also verified the up-to-date list of Branches of the firm and hereby certify the same as per the format at Annexure-XII (CA certification, Stamp and Signature on the Format attested by the tenderer).
- 5) We hereby certify the above.

Name & Signature of the Chartered Accountant with

Stamp and Seal of the Letter Head.

**ANNEXURE-VI**

**EQUIPMENT QUESTIONNAIRE**

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

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

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

--	--	--	--	--

Date:

Signature of tenderer

**Bank Account Data format for NEFT Mode of Payment**

1      Name of the Contractor      :

2      Contractor's Code      :

3      Beneficiary Details      :

a) Name of the Beneficiary      :

(Maximum 35 Characters)      :

b) Bank Name

(Maximum 35 Characters)

c) Branch Name & City

((Maximum 35 Characters)

d) ) Account Number

(Maximum 33 Characters)

e) Account Type

Savings/Current/Cash

Credit/Overdraft

(Mention Code no. also)

f) Beneficiary Bank's IFSC Code

(Maximum 11 characters)

---

(Signature of Contractor)

Name :

Designation :

---

### Certificate

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

Signature of Branch

Manager

Bank Seal.

PROFORMA OF INTEGRITY PACT

INTEGRITY PACT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as “The Principal”,

And

..... hereinafter  
referred to as “The Bidder/Contractor”.

**Preamble**

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

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

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

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

- (a) No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the PC Act/ applicable law, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).
  - (a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
  - (b) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
  - (c) The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans,

technical proposals and business details including information contained or transmitted electronically.

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

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

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

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

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

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

(3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the

severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.
- (6) If the Bidder / Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

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

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

### **Section 5 – Previous transgressions:**

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anticorruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,

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

- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

#### **Section 9 – Duration of the Integrity Pact:**

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

#### **Section 10 – Other provisions:**

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

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

\_\_\_\_\_

(For & On behalf of the Principal)

\_\_\_\_\_

For & On behalf of Bidder/

Contractor)

(Office Seal)

(Office Seal)

Place:

Witness 1:

Date:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

LIST OF MAJOR STATIONS	
SL. NO.	STATION
1	AHMEDABAD
2	AHMEDNAGAR
3	ASANSOL/DURGAPUR(WB)/JAMTARA/ KULTI(WB)/ SALANPUR
4	AURANGABAD
5	BANDARIDA/BOKARO STEEL CITY/CHAS
6	BANGALORE
7	BARBIL
8	BARODA/VADODARA
9	BELPAHAR/JHARSUGUDA
10	BERHAMPUR/CHHATRAPUR (ORI)
11	BHADRAVATI
12	BHILWARA
13	BHILAI/DURG/KUMHARI
14	BHIWANDI/THANE
15	CHENNAI
16	COIMBATORE (TN)
17	CUTTACK/BHUBANESWAR
18	CHIRUKUMDA/DHANBAD/ KATRASGARH/KUMARDHUBI

19	DALMIAPURAM/TIRUCHIRAPALLI
20	ERNAKULAM/COCHIN/ UDYOGAMANDAL
21	GARIVIDI/VIJAYANAGARAM
22	GULBARGA
23	HARIDWAR (UP)
24	HALOL
25	HOSPET (KAR)
26	HOSUR (TN)
27	HUBLI
28	HYDERABAD/SECUNDERABAD/ BOLLARAM
29	INDORE
30	JAGGAYYAPETA (AP)
31	KATNI
32	KIRLOSKARWADI
33	KOLAR (KAR)
34	KOLKATA/HOWRAH
35	KORBA
36	KOTA
37	KOTTAYAM (KERALA)
38	KURNOOL
39	MADHARAM/KHAMMAM/YELLANDULENDU
40	METTURDAM
41	MUMBAI

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

**ANNEXURE-X****PRICE SCHEDULES / BOQ**

<b>SCHEDULE-A-SMALLS (WEIGHT UPTO 3.0 MT)</b>				
<b>TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/ MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA.</b>				
<b>Sl. No.</b>	<b>STATION</b>	<b>BOQ Quantity for contract period of 3 years</b>	<b>Quoted Basic Rate (Rs.Ps. per BOQ Unit)</b>	<b>Quoted Value (Rs.Ps.)</b>
		<b>A</b>	<b>B</b>	<b>C=(A*B)</b>
1	AHMEDABAD	2		
2	AHMEDNAGAR	2		
3	ASANSOL/ DURGAPUR(WB)/ JAMTARA / KULTI(WB)/ SALANPUR	28		
4	AURANGABAD	2		
5	BANDARIDA/ BOKARO/ CHAS	2		
6	BARBIL	2		
7	BANGALORE	10		
8	BARODA/ VADODARA	4		
9	BELPAHAR/ JHARSUGUDA	2		
10	BERHAMPUR/ CHHATRAPUR (ORI)	2		

11	BHADRAVATI	2		
12	BHILWARA	2		
13	BHILAI/ DURG/ KUMHARI	2		
14	BHIWANDI/ THANE	2		
15	CHENNAI	2		
16	COIMBATORE (TN)	2		
17	CUTTACK/BHUBANESWAR	2		
18	CHIRUKUMDA/ DHANBAD/ KATRASGARH/ KUMARDHUBI	2		
19	DALMIAPURAM/ TIRUCHIRAPALLI	2		
20	ERNAKULAM/ COCHIN/ UDYOGAMANDAL	2		
21	GARIVIDI/ VIJAYANAGARAM	2		
22	GULBARGA	2		
23	HARIDWAR (UP)	2		
24	HALOL	2		
25	HOSPET (KAR)	2		
26	HOSUR (TN)	2		
27	HUBLI	2		
28	HYDERABAD/ SECUNDERABAD/ BOLLARAM	4		
29	INDORE	2		

30	JAGGAYYAPETA (AP)	2		
31	KATNI	2		
32	KIRLOSKARWADI	2		
33	KOLAR (KAR)	2		
34	KOLKATA/ HOWRAH	44		
35	KORBA	2		
36	KOTA	2		
37	KOTTAYAM (KERALA)	2		
38	KURNOOL	2		
39	MADHARAM/KHAMMAM/ ILLENDU	2		
40	METTURDAM	2		
41	MUMBAI	2		
42	NAGPUR	6		
43	NANDED	2		
44	NEW DELHI/ FARIDABAD/ GHAZIABAD (UP)/ NOIDA (UP)	26		
45	PONDICHERY	2		
46	PUNE	2		
47	RANIPET (TN)	6		
48	RAJAHMUNDRY	2		
49	SURENDRA NAGAR	2		
50	RANCHI/MARAR	2		
51	ROURKELA/ LATHIKATA/	2		

	RAJGANGPUR/ KALUNGA			
52	SALEM	2		
53	SANKARNAGAR/ TIRUNELVELI(TN)	2		
54	SILIGURI	2		
55	TATANAGAR/JAMSHEDPUR	6		
56	THERUBALI/ RAYAGADA (ORI)	2		
57	TIRUPATI/ RENIGUNTA	2		
58	UDAIPUR	2		
59	VALLABH VIDYA NAGAR	2		
60	VIJAYAWADA	2		
61	YAMUNA NAGAR	2		
62	ANYWHERE IN INDIA TO  VISAKHAPATNAM & VICE-VERSA & ANYWHRE TO ANYWHERE WITHIN INDIA - RATE PER KM - MT	30000		
63	DOOR COLLECTION OR DOOR DELIVERY CHARGES FOR CONSIGNMENTS EACH WEIGHING UPTO 250 KGS.	50		
64	DOOR COLLECTION OR DOOR DELIVERY CHARGES FOR CONSIGNMENTS EACH WEIGHING ABOVE 250 KGS. AND UPTO 3 MTs.	50		
		Total Quoted Value excluding GST		
		Applicable Rate of GST and		

		<b>Value</b>	
		<b>Total Quoted Value including GST</b>	

**NOTE:**

- 1) For Sl.No.1 to 61, BOQ Unit is in MTs. Rate to be quoted in Rs.per MT basis.
- 2) For Sl.No.62, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) For Sl.No.63 and 64, BOQ Unit is in number of consignments. Rate to be quoted in Rs.per No.  
  
of consignment basis.
- 4) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.
- 5) VSP reserves the right to place order for transportation of mineral from any state. The successful tenderer has to obtain Registration of Mineral Carrying Vehicle from the concerned state Mining Corporation to facilitate transportation of minerals.

**SCHEDULE-A-FTLS (WEIGHT UPTO 7.5 MT)**

**TRANSPORTATION OF MACHINERY/STEEL/REFRACTORIES/FERRO ALLOYS/  
MINOR RAW MATERIALS/GENERAL STORES/STEEL PIPES/HOUSEHOLD GOODS  
ETC., (BY TRUCKS) FROM DIFFERENT PARTS OF INDIA TO VISAKHAPATNAM STEEL  
PLANT, VISAKHAPATNAM AND VICE-VERSA AND ANYWHERE TO ANYWHERE  
WITHIN INDIA.**

Sl. No.	Station	BOQ Quantity for contract period of 3 years	Quoted Basic Rate (Rs.Ps. per BOQ Unit	Quoted Value (Rs.Ps.)
		<b>A</b>	<b>B</b>	<b>C=(A*B)</b>
1	AHMEMDABAD	2		
2	AHMEDNAGAR	2		
3	ASANSOL/ DURGAPUR(WB)/JAMTARA / KULTI(WB)/ SALANPUR	2		
4	AURANGABAD	2		
5	BANDARIDA/ BOKARO/ CHAS	2		
6	BARBIL	2		
7	BANGALORE	2		
8	BARODA/ VADODARA	2		
9	BELPAHAR/ JHARSUGUDA	2		
10	BERHAMPUR/CHHATRAPUR (ORI)	2		
11	BHADRAVATI	2		
12	BHILWARA	2		
13	BHILAI/ DURG/ KUMHARI	2		

14	BHIWANDI/ THANE	2		
15	CHENNAI	2		
16	COIMBATORE (TN)	2		
17	CUTTACK/ BHUBANESWAR	2		
18	CHIRUKUMDA/ DHANBAD/KATRASGARH/ KUMARDHUBI	2		
19	DALMIAPURAM/TIRUCHIRAPALLI	2		
20	ERNAKULAM/ COCHIN/UDYOGAMANDAL	2		
21	GARIVIDI/ VIJAYANAGARAM	2		
22	GULBARGA	2		
23	HARIDWAR (UP)	2		
24	HALOL	2		
25	HOSPET (KAR)	2		
26	HOSUR (TN)	2		
27	HUBLI	2		
28	HYDERABAD/SECUNDERABAD/BOLLARAM	2		
29	INDORE	2		
30	JAGGAYYAPETA (AP)	2		
31	KATNI	2		
32	KIRLOSKARWADI	2		
33	KOLAR (KAR)	2		
34	KOLKATA/ HOWRAH	14		
35	KORBA	2		

36	KOTA	2		
37	KOTTAYAM (KERALA)	2		
38	KURNOOL	2		
39	MADHARAM/ KHAMMAM/ILLENDU	2		
40	METTURDAM	2		
41	MUMBAI	2		
42	NAGPUR	2		
43	NANDED	2		
44	NEW DELHI/ FARIDABAD/GHAZIABAD (UP)/ NOIDA (UP)	2		
45	PONDICHERY	2		
46	PUNE	2		
47	RANIPET (TN)	2		
48	RAJAHMUNDRY	2		
49	SURENDRA NAGAR	2		
50	RANCHI/MARAR	2		
51	ROURKELA/LATHIKATA/RAJGANGPUR/KAL UNGAROURKELA/LATHIKATA/RAJGANGPU R/ KALUNGA	30		
52	SALEM	2		
53	SANKARNAGAR/ TIRUNELVELI (TN)	2		
54	SILIGURI	2		
55	TATANAGAR/ JAMSHEDPUR	2		
56	THERUBALI/ RAYAGADA (ORI)	2		

57	TIRUPATI/ RENIGUNTA	2		
58	UDAIPUR	2		
59	VALLABH VIDYA NAGAR	2		
60	VIJAYAWADA	2		
61	YAMUNA NAGAR	2		
62	ANYWHERE IN INDIA TO VISAKHAPATNAM & VICE-VERSA & ANYWHRE TO ANYWHERE WITHIN INDIA - RATE PER KM - MT	860000		
		<b>Total Quoted Value excluding GST</b>		
		<b>Applicable Rate of GST and Value</b>		
		<b>Total Quoted Value including GST</b>		

- 1) For SI.No.1 to 61, BOQ Unit is in No. of Trips of Full Truck Load. Rate to be quoted in Rs.per Trip of Full Truck Load.
- 2) For SI.No.62, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.
- 4) VSP reserves the right to place order for transportation of mineral from any state. The successful tenderer has to obtain Registration of Mineral Carrying Vehicle from the concerned state Mining Corporation to facilitate transportation of minerals.

SCHEDULE 'B' ( TRAILERs)				
TRANSPORTATION OF MACHINERY/EQUIPMENT/SPARES FROM ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE, VISAKHAPATNAM BY TRAILERS.				
SL.N O.	WEIGHT	RATE/MT/KM FOR CARGO WITHIN THE DIMENSIONS OF 13 METERS (LENGTH) X 4 METERS (WIDTH) X 3.60 METRES (HEIGHT)		
		BOQ Quantity for contract period of 3 years	Quoted Basic Rate (Rs.Ps. per BOQ Unit	Quoted Value (Rs.Ps.)
		A	B	C=A*B
1	UPTO 15 MT	30000		
2	ABOVE 15 MT AND UPTO 20 MT	80000		
3	ABOVE 20 MT AND UPTO 25 MT	300000		
4	ABOVE 25 MT AND UPTO 30 MT	420000		
5	ABOVE 30 MT AND UPTO 35 MT	280000		
6	ABOVE 35 MT AND UPTO 40 MT	80000		
		Total Quoted Value excluding GST		
		Applicable Rate of GST and Value		
		Total Quoted Value including GST		

- 1) For SI.No.1 to 6, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 2) The Minimum tonnage to be paid for each trip is considering for atleast 15 MT load multiplied by actual distance.
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed

break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

- 4) In case of transportation of over dimensional consignments, the transporter shall obtain certification from the consignor indicating the dimensions of the consignments which shall also be counter checked and certified by VSP Executive receiving the material on the reverse of the LR for claiming additional payment as per contract terms.

SCHEDULE 'C' ( TRAILERs)				
TRANSPORTATION OF STEEL MATERIAL FROM ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE, VISAKHAPATNAM BY TRAILERS.				
SL. NO.	FROM	RATE/MT/KM FOR LENGTH VARYING BETWEEN 7 METRES AND 13 METRES		
		BOQ Quantity for contract period of 3 years	Quoted Basic Rate (Rs.Ps. per BOQ Unit	Quoted Value (Rs.Ps.)
		A	B	C=A*B
1	ANYWHERE IN INDIA TO  VISAKHAPATNAM STEEL PLANT SITE & VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA RATE/MT/KM	1612500		
		Total Quoted Value excluding GST		
		Applicable Rate of GST and Value		
		Total Quoted Value including GST		

- 1) BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 2) The Minimum tonnage to be paid for each trip is considering for atleast 15 MT load multiplied by actual distance
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

- 4) In case of transportation of over-dimensional consignments, the transporter shall obtain certification from the consignor indicating the dimensions of the consignments which shall also be counter checked and certified by VSP executive receiving the material on the reverse of the LR for claiming additional payment as per contract terms.
- 5) Steel material includes Angel, Channel, Beam, Rebar, Plates & Pipes etc. which is the finished products of steel plant rolling mill.

SCHEDULE - D (LCVs)				
TRANSPORTATION OF MACHINERY/REFRACTORIES/GENERAL STORES/ STEEL MATERIALS BY 'LCV' TRUCKS FROM VARIOUS PLACES TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM AND VICE-VERSA.				
SL NO	STATION	RATE FOR 3 MT LIGHT CARRYING VEHICLE		
		BOQ Quantity for contract period of 3 years	Quoted Basic Rate (Rs.Ps. per BOQ Unit)	Quoted Value (Rs.Ps.)
		A	B	C=A*B
1	CHENNAI	2		
2	HYDERABAD	2		
3	JAGGAYYAPETA	2		
4	KOLKATA	2		
5	KOVVURU / RAJAHMUNDRY	2		
6	KURNOOL	2		
7	MADHARAM	2		
8	MUMBAI	2		
9	ANYWHERE IN INDIA TO VISAKHAPATNAM STEEL PLANT SITE & VICE-VERSA AND ANYWHERE TO ANYWHERE WITHIN INDIA - RATE PER KM - MT	32000		
		Total Quoted Value excluding GST		
		Applicable Rate of GST and Value		

		<b>Total Quoted Value including GST</b>	
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**LCV TRUCKS WILL BE PLACED ON REQUEST IN WRITING FROM VSP.**

- 1) For Sl.No.1 to 8, BOQ Unit is in No. of Trips of LCV of 3 MT Load. Rate to be quoted in Rs.per Trip basis.
- 2) For Sl.No.9, BOQ Unit is in KM - MTs. Rate to be quoted in Rs.per KM per MT basis.
- 3) Total Quoted Value including GST for Schedule-A (Small) + Sch-A(FTL) + Sch-B + Sch-C and Sch-D = Grand Total value of tender (including GST) is to be quoted by all tenderers in the price bid in GeM Portal, and by the eligible tenderers in subsequent Reverse Auction. Subsequently, L-1 tenderer will be required to submit the detailed break up of basic rates and Values for all line items and the Total Quoted Value excluding GST + Applicable rate of GST = Total Quoted Value including GST, in the above format. The Sum of Total Quoted value Including GST of all schedules together, should match with the quoted L-1 Value of Tender in Sealed Bid or the subsequent Reverse Auction.

**Annexure-XI****LIST OF SAFETY VIOLATIONS AND PENALTIES :**

Category	Safety Violations	Fine
1	Wrong Parking of Vehicle	First Offence Rs 100.00 Second or Subsequent Offence Rs 300.00
2	<p>Minor Violations:</p> <ol style="list-style-type: none"> <li>Driving of heavy vehicles on the main road during restricted hours &amp; restricted routes.</li> <li>Parking at unauthorized place.</li> <li>Using of truck with damaged body</li> <li>Dropping/spillage of material on the road</li> <li>No number plate on vehicle</li> <li>No head light/signal lights/brake light/horn/reverse horn on the vehicle.</li> <li>Tyres of vehicle having patching/bolting</li> <li>Violation of approved speed limits during plying on the road</li> <li>No front/rear wheel guards on Hydra.</li> <li>Unauthorised dumping of material.</li> <li>Driving license not available/invalid</li> <li>Driving dangerously</li> <li>Talking on cell phone while driving</li> <li>Vehicle transporting loads without tying/securing of loads/ stock protruding out of the truck body/without red flags/ref lights, side guards</li> <li>drunkage.</li> <li>Drunk &amp; Driving.</li> <li>Overloading of vehicles.</li> <li>Non availability of reverse horn of moving equipment.</li> <li>Using hydra for material transportation on roads.</li> <li>Marching of hydra without signal man &amp; red flags.</li> <li>Using Trucks for transportation of persons.</li> <li>Not having proper gate passes/other area passes.</li> <li>Not reporting of accident.</li> </ol>	<p>First Violation :</p> <p>Rs. 2500.00</p> <p>Second Violations :</p> <p>Rs.10,000.00</p> <p>Third time repeated violation :</p> <p>Rs.20,000.00</p>
3	<p>Major Violations :</p> <ol style="list-style-type: none"> <li>Sleeping under truck</li> <li>Driving vehicles without valid driving license</li> <li>Driving of vehicles consuming alcohol or Drugs</li> </ol>	Rs.7500 for First violations, 2 <sup>nd</sup> and subsequent violation Rs.15,000.00

4	1. Serious injurious and permanent disabilities	Rs.1,00,000.00 or 2.5% of contract value whichever is less
	2. Fatal accidents/Permanent disability	20% of contract value subject to minimum of Rs.1 lakh and maximum of Rs.5 lakhs or banning of business dealing or both

- 1) Any other violation which is not listing above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above.
- 2) Independent of the above, the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case any repeated fatal accident after 3<sup>rd</sup> incident for the reasons attributable to contractor.
- 3) The safety violations have been classified into four categories (I to IV). Without prejudice to the right conferred by the clause No.16(g) of Special conditions of Contract for stoppage of work for violation of safety rules the contractor shall be liable for penalty at the rates indicated in Annexure depending upon the category of violation.
- 4) The penalties mentioned above are in addition to those which are applicable as per the statutory acts & Rules. In case of any imposed penalty by any statutory authority, the same shall be over and above the contractual clauses.
- 5) The above penalties related to the accidents mentioned at category-IV will be imposed on agency in case the reasons to the accidents are attributable to the agency.

**Authority for imposing penalties:**

- i) Penalty for violations falling under the Categories I & II will be imposed by Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Officer/Zonal/Project Safety Officer/ Operating Authority, a copy of the penalty imposition advice will be endorsed to the in-charge, SED for his information.
- ii) Penalty for the violations falling under the categories III & IV will be imposed by Engineer I/c based on the recommendation of Head of SED in consultation with the Head of Operating Department.
- iii) The Penalty amount shall be recoverable from any bill and / or EMD/SD of the contractor without any further reference to him.
- iv) For violations falling under the Category-iv, besides penalty, action for barring of business dealings with the contractor will be initiated, if recommended by the committee for enquiring into fatal cases.

ANNEXURE-XII

FORMAT FOR LIST OF BRANCHES

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

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## DECLARATION

I/We declare that I/We have no/under mentioned relatives within the meaning of Sec.6 read

with Schedule IA of the Companies Act, 1956.

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Sl.			Position held
No.	Name of relative(s)	Father's Name	in the Company
Remarks			

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I/We further declare that if the contract is awarded to me/us, I/We shall inform the Employer if any of my/our relative(s) as defined above, joins/join the company at any time subsequent to the award and during the continuance of the Contract.

Signature of Tenderer with Seal

Date:

RASHTRIYA ISPAT NIGAM LTD

VISAKHAPATNAM STEEL PLANT

VISAKHAPATNAM-530031

AGREEMENT REF NO..

AGREEMENT FOR THE WORK OF “ Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice-versa and anywhere to anywhere within India”

**ARTICLES OF AGREEMENT**

This Articles of Agreement made this       <sup>t</sup> day of       Month , two thousand twenty one between RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM, A Company registered under the Companies Act, 1956, and having its registered office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 Andhra Pradesh, hereinafter referred to as the **COMPANY** (which expression shall include its successors and assigns) of the FIRST PART and M/s \_\_\_\_\_, A Company registered under the Companies Act, 1956, having its registered & head office at \_\_\_\_\_ hereinafter called the **CONTRACTOR** (which expression shall include its successors and assigns) of the] SECOND PART.

Whereas, the Company was desirous for awarding a Contract for the work of “Road transportation of various consignments from different places in India to Visakhapatnam Steel Plant site and vice-versa and anywhere to anywhere within India” as envisaged in the Invitation to Tender No.       Dated       and the COMPANY have accepted the tender submitted by the CONTRACTOR for the execution and completion of the said work.

And whereas, the company has awarded the work under Letter of Acceptance No.       &       PO No.       appointing the Contractor named above for carrying the WORK as per the Terms & Conditions given in the tender as per ANNEXURES-I & II hereto and the Contractor has agreed for the execution, completion of such WORK, for the period of Three years from \_\_\_\_\_ to

\_\_\_\_\_. However, RINL, VSP reserves the right to extend the tenure of the Contract for another 4 months at the same rates, terms and conditions of the Contract.

AND WHEREAS the CONTRACTOR, pursuant to the Terms and Conditions of Invitation to tender, has already submitted the PERFORMANCE GUARANTEE BOND Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) duly notarized. In lieu of Security Deposit (or) Bank Guarantee No. \_\_\_\_\_ & date for Rs. \_\_\_\_\_ issued by \_\_\_\_\_ bank name and Address towards Security Deposit

. NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The various Annexures set out below and hereto annexed and marked as Annexure (s) \_\_\_\_\_ as mentioned hereunder shall be deemed to form and be read and construed as part of this Agreement for the purpose of construction, interpretation and effect thereof:  
  
Annexure I - Letter of Acceptance \_\_\_\_\_ & Schedule of Rates and Purchase Order No. \_\_\_\_\_, Dt \_\_\_\_\_.  
  
Annexure II - Tender document No. \_\_\_\_\_ and Date \_\_\_\_\_ containing Instructions to Tenderers, Special Conditions of Contract, General Conditions of Contract, Price Schedule etc.
3. In consideration of the payments to be made by the COMPANY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the COMPANY for due performance, execution and completion of the contract WORK strictly in conformity in all respects with the provisions of the Contract.
4. The company hereby covenants to pay to the CONTRACTOR in consideration of the due performance, execution and completion of the work, the contract rates as may become payable to the CONTRACTOR for various items of work as

mentioned against each item in the schedule of rates at Annexure-I to this agreement, at the times and in the manner described in the Contract.

5. No amendment to this Agreement is valid or be of any affect unless the same is agreed to in writing by both the parties hereto and specifically stated to be an amendment to this Agreement.
6. All disputes arising out of or any way connected to this Agreement shall be deemed to have arisen in Visakhapatnam, Andhra Pradesh and only the Courts in Visakhapatnam, Andhra Pradesh will have the jurisdiction regarding this Contract.
7. It is agreed and declared by the Parties hereto that there is no other Agreement between the parties in respect of anything said or done in connection with this CONTRACT apart from those as are contained in these presents and Annexures referred to herein.
8. Failure to enforce any of the Terms and Conditions contained in the CONTRACT shall not operate as a waiver of the Terms and Conditions by or be construed as breach thereof against the COMPANY.
9. In case of any conflict between the Terms and Conditions contained in the Tender documents and Contract documents, the provisions contained herein shall prevail over those contained in the documents referred to in para 2 above.
10. The several parts of this Agreement have been read to us and fully understood by us. IN WITNESS THEREOF the parties hereto have executed these presents at Visakhapatnam on the day, month and year first above written:

FOR AND ON BEHALF  
  
OF THE COMPANY  
  
CONTRACTOR

Signature:

FOR AND ON BEHALF  
  
OF THE

Signature:

Name :

Designation:

Company: Rashtriyalspat Nigam Ltd  
of

Place: Visakhapatnam

in the presence of:

1) Signature:

Name :

Designation:

Company: Rashtriyalspat Nigam Ltd  
Signature of

2) Signature:

Name :

Designation:

Company: Rashtriyalspat Nigam Ltd  
of

Place:

Name :

Designation:

Company: Athorised Signature  
M/s.\_\_\_\_\_

Place: Visakhapatnam

in the presence of:

1) Signature:

Name :

Designation:

Company: Athorised

M/s.\_\_\_\_\_

2) Signature:

Name :

Designation:

Company: Athorised Signature

M/s.\_\_\_\_\_

Place:

***THIS TENDER DOCUMENT/BID  
DOCUMENT WILL BE DIVIDED IN TO  
SEVERAL PARTS AND UPLOADED IN  
GeM PORTAL IN APPROPRIATE  
FIELDS PROVIDED IN GeM PORTAL  
RASHTRIYA ISPAT NIGAM LTD***

***VISAKHAPATNAM***

***VERY VERY IMPORTANT***

***THE PRICE SCHEDULES CONSISTING OF 'A'  
TO 'D'***

***THE TENDERERS ARE REQUESTED  
TO NOTE THAT THESE PRICE  
SCHEDULES "A" TO "D" ARE NOT TO  
BE UP LOADED IN GEM PORTAL  
WHILE QUOTING THEIR RATES IN  
GEM PORTAL. ONLY TOTAL  
OFFERED VALUE IN RUPEES FOR  
ALL SCHEDULES I.E. SCHEDULE 'A'***

***TO 'D' INCLUDING PREVAILING APPLICABLE GST IS TO BE UPLOADED. IMMEDIATELY AFTER COMPLETION OF THE REVERSE AUCTION, THE SUCCESSFUL TENDERER IS REQUIRED TO PROVIDE THE PRICE BREAK-UP FOR ALL THE ITEMS IN EXCEL FORMAT OF TOTAL PRICE SCHEDULES (A TO D).***

**Terms and Conditions for Marketing**

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

(A Govt. of India Enterprise)

Marketing Department, C-Block, 1st floor Main  
Administrative Building, Visakhapatnam-530 031

Phone: 0891-2762249 Fax: 0891-2518316

Visit us at [www.vizagsteel.com](http://www.vizagsteel.com)

RASHTRIYA ISPAT NIGAM LIMITED

VISAKHAPATNAM STEEL PLANT

This document is issued to:

Shri/Messers: -----

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

DD/B.Ch.No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
On

(Signature of the Application Issuing Authority)

by:

This document is downloaded from [www.vizagsteel.com](http://www.vizagsteel.com)

Shri/Messers: \_\_\_\_\_

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

DD/B.Ch.No. \_\_\_\_\_ Dated \_\_\_\_\_ on

(Signature of the Applicant)

(Strikeout whichever is not applicable)

## **ROAD TRANSPORTATION OF STEEL MATERIALS OF VSP**

This document consists of:

- 1) Notice Inviting Applications for Empanelment
- 2) Instructions to Applicants
- 3) Application Form
- 4) Declaration of particulars
- 5) Terms and Conditions of Contract
- 6) Integrity Pact

RASHTRIYA ISPAT NIGAM LIMITED  
VISAKHAPATNAM STEEL PLANT  
(A Govt. of India Enterprise)  
Marketing Department, C-Block, 1st floor Main  
Administrative Building, Visakhapatnam-530 031  
Phones: 0891-2762249, Fax: 0891-2518316.  
Visit us at [www.vizagsteel.com](http://www.vizagsteel.com)

**NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF TRANSPORTERS**  
**REF: VSP/MKTG/TR/EMP/01 OF 2022 – 24 DT 03.11.2021**

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

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

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

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

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

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

3. **Last date for submission of Application:** The Period of Empanelment shall commence with effect from **01.01.2022**. The applications that are complete in all respects, along with relevant documents, and are received on or before **15.11.2021**, shall be considered for issue of Empanelment Certificate for participation in the first Auction during **Jan'2022 to March'2022**. However, the Empanelment would remain a continuous process.

4. **Empanelment period:** The empanelment shall be initially valid for a period of 3 years i.e., from **01.01.2022 to 31.12.2024**. However, for the transporters who have submitted valid application along with terms & conditions after **15.11.2021**, the empanelment period will be from the date of issue of empanelment certificate until **31.12.2024**. The Empanelment beyond **31.12.2024** shall be extendable for a further period of 3 years or as decided by VSP subject to submission of valid documents, acceptance of revised terms and conditions if any, revalidation of related IBA certificate and extension of BG for SD in line with the revised terms and conditions. Extension is at the discretion of RINL, VSP.

**Empanelment shall be under two categories:**

(a) **Regional Category:**

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

(b) **All India Category:**

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

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

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

**For Stock transfer:**

Contracts for Road Transportation of steel materials from Plant to RINL-VSP stockyards, CSA locations, Other RINL authorized locations on stock transfer basis shall be finalized by Marketing-HQ through the process of reverse e-auctions. Details of reverse auctions shall be intimated in advance (min. 2 days) to all empanelled transporters through email/SMS. Reverse e-auctions shall be generally conducted in the preceding month **of the month of expiry of the existing contract.** The contract period for road transportation contracts w.r.t. Stock transfer is generally **for 12 months.** Further, Instant reverse e-auctions for shorter periods also may be conducted, if felt necessary, to meet specific requirements **as and when required.**

**For FOR deliveries/Inter Branch Stock Transfer:**

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

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

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

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

- (a) Copy of recommendation from Indian Banks' Association (IBA) valid upto Minimum period of 4 months from the last date of submission of Application, duly notarized OR a certificate in original from a practicing Chartered Accountant showing proof of annual freight earning of at least **Rs 1.00 Crore** through Road Transportation, in any of the preceding three (3) financial years.
- (b) A certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

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

- (a) Copy of recommendation from Indian Banks' Association (IBA) valid upto Minimum period of 4 months from the last date of submission of Application, duly notarized OR a certificate in original from a practicing Chartered Accountant showing proof of annual freight earning of at least Rs 20 lakhs through Road Transportation, in any of the preceding three (3) financial years.
- (b) A certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.

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

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

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

**6(iv) Security Deposit (SD):** Security Deposit for a value of **Rs 15 Lakhs** either in the form of A/c payee DD drawn in favour of RINL, payable at Visakhapatnam (Payments through NEFT/RTGS mode are also accepted) or in the form of BG (as per Annexure-A enclosed) issued by any ***Scheduled Commercial Bank*** where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed) ***shall be valid up to 31.12.2025. However the BG shall be dated on or after the date of publication of "application for empanelment".***

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

7. **Regional Category empanelment:**  
Cost of application, EMD & SD shall be accepted at all Branch Sales Offices, Regional Offices.
- All India Category empanelment:**  
Cost of application, EMD & SD shall be accepted in the Office of DGM (Mktg)– Contracts, Main Admin Building at Visakhapatnam.
- The submission of EMD by MSMEs is governed by Govt. notification. Proof of registration for relevant service with concerned authority i.e. presently NSIC as MSMEs is to be submitted.
- The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD.
8. Contact Person:  
**For Regional Category Empanelment:** RM of concerned RINL Region  
(Kindly visit [www.vizagsteel.com](http://www.vizagsteel.com)-> Marketing->Network->Regional Offices & Other divisions for Phone numbers)
- For All India Category Empanelment:** C.G.M. (MKTG)-Services/ DGM(Mktg)- Contracts 0891-2421046/2421104
9. The qualified transporters should produce the originals of the documents/certificates for verification by VSP whenever called for. Failure to do so, the same would result in disqualification and forfeiture of Earnest Money Deposit.
10. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.
11. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non receipt of applications or applications by post.
12. Rashtriya Ispat Nigam Limited reserves the right to issue / refuse to issue *application* and to accept or reject any or all *applications* either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

**DEPUTY GENERAL MANAGER (MARKETING) - CONTRACTS**

**Marketing Department**

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

## INSTRUCTIONS TO APPLICANTS

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

1. *The applicant should fill in the "Application Form" and "Declaration of Particulars" forming part of the documents to be submitted along with the application.*
2. The **applicant** should duly sign on every page of the application documents including the Terms and Conditions of Contract as a token of acceptance of the same with the rubber seal of the Company/Firm, indicating the name and the status of the signatory.
3. The **applicant** may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the transportation is envisaged to be carried out and familiarize himself with the nature and magnitude of the services required from him including requirement of operational facilities. By submitting an application, it shall be deemed that the applicant is fully familiar with all the works connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices.
4. RINL/VSP shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, an estimated firm quantity to be transported against each item of auction along with the schedule of auction will be intimated in advance to all the empanelled transporters before bidding under each reverse auction. The estimated firm quantities given are purely indicative and projected only to enable the transporter in arriving at the value of the **auction** and the approximate facilities required to be provided by him. The Contractor shall have no claim against RINL / VSP, in case any of his equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
5. RINL reserves the right to add/delete destinations to the destinations already mentioned in the notice inviting applications along with terms & conditions for empanelment depending upon the requirement in future.
6. The **applicant** should have his own Branch Offices or Authorized Agents at Visakhapatnam as well as at the Destinations to be quoted for and submit the list of existing Branch Offices and Authorized Agents. Wherever Branch Offices / Authorized Agents do not exist at the Destinations to be quoted for, the same should be opened / appointed within 7 days from the date of issue of work order after the auction.
7. (a) The applicant should have recommendation of Indian Banks Association (IBA) and submit a copy of the recommendation valid up to a minimum period of 4 months from the last date for submission of application duly notarized (OR) submit a certificate in original from a practicing Chartered Accountant (CA) showing proof of annual freight earning (at least Rs 1.00 Crore through Road Transportation for All India category empanelment/at least Rs 20 lakhs through Road Transportation for Regional category empanelment) in any of the preceding Three (3) financial years along with terms & conditions.

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

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

8. The application should be accompanied by:

- (a) Earnest Money Deposit (EMD) for a value of Rs.1.75 Lakhs in the form of A/C Payee DD drawn in favor of RINL, payable at Visakhapatnam or at concerned BSO/RO location. Payments through NEFT/RTGS mode are also accepted. The submission of EMD by MSMEs is governed by Govt. notification. Proof of registration for relevant service with concerned authority i.e. presently NSIC, as MSMEs is to be submitted.
- (b) Security deposit (SD) for a value of (Rs 15.00 lakhs for All India category/Rs. 5 lakhs for Regional Category) either in the form of A/c payee Demand Draft (DD) drawn in favor of RINL, payable at Visakhapatnam (or at concerned RO location as applicable) in the form of Bank Guarantee (BG) (as per the format provided at Annexure-A) issued by any of the Scheduled Commercial Bank valid up to **31/12/2025** from the date of issue of BG. However, the BG shall be dated on or after the date of publication of the notice inviting for applications for empanelment. Payments through NEFT/RTGS mode are also accepted.

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

- (b) In case of withdrawal/impairing/modification of any of the offers by MSME applicants, who have not submitted EMD, are required to deposit the EMD amount of Rs. 1.75 lakhs mentioned at para 6 (iii) for forfeiture of the same, failing which the same will be recovered from SD for forfeiture.
- (c) GST shall be applicable on forfeiture of EMD/security deposit, if levied by the employer on the applicant/contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries.

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

11. At present Electronic tracking system is not implemented in VSP. In the event of VSP implementing any form of vehicle tracking system in future, the applicants may be required to adhere to certain mandatory requirements like punching, swiping of cards etc to enable the Electronic Tracking System to function, as advised by VSP from time to time. However all vehicle deployed for transportation shall be with GPS System and required access to be given to RINL.
12. The applicant shall, along with the application furnish self attested (signed with date and seal) copies of all the relevant documents called for. These shall inter-alia include the following documents. Wherever, a copy is submitted, the same shall be duly authenticated either by a Notary or by a Government Gazetted Officer.
  - i) Application document issued by VSP/Down loaded from VSP's Website, duly filled & signed on all pages by the applicant, including the Terms and Conditions of Contract as token of acceptance thereof.
  - ii) (a) Copy of valid recommendation from Indian Bank's Association (IBA) as mentioned at Para-7 above and duly authenticated either by a Notary or by a Government Gazetted Officer OR original certificate from practicing Chartered Accountant (CA) showing proof of annual freight earning (at least Rs 1.00 Crore through Road Transportation for All India category empanelment / at least Rs 20 lakhs through Road Transportation for Regional category empanelment) in any of the preceding three (3) financial years.  
(b) The applicant shall also submit a certificate in original from a practicing Chartered Accountant that the financial net worth of the applicant is not negative during the preceding three financial years.
  - iii) Earnest Money Deposit for a value of Rs 1.75 lakhs and Security Deposit of Rs 15/5 Lakhs as mentioned at Para 8 above.
  - iv) A notarized affidavit (Original) as mentioned at para-10 above.
13. The empanelment certificate will be issued by VSP only after getting confirmation of issue of BG from the respective banks in case of BG or realization of amount in case of DD. Further, they will be informed about the modalities of reverse auction process and registration for participation in reverse auction process etc.
14. Applications incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The applicant should be in a position to produce originals of all the above documents whenever called for. Failure to produce the originals in support of the attested copies of the above documents submitted earlier should result in disqualification and forfeiture of EMD.
15. If it comes to the notice of VSP at any stage right from request for enlistment / application document that any of the certificates/documents submitted by applicants for enlistment are found to be false/fake/doctored, the applicant shall be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded, Security Deposit etc, if any, shall be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP shall also be terminated with attendant fallouts like forfeiture of Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management shall be final and binding.

- 16.1** The **application** shall be submitted in a sealed envelope, which shall contain the following:
- a) Covering letter.
  - b) **Application** issued by VSP/downloaded from Web Site duly filled in & signed on all pages including declaration of particulars, Terms and Conditions of Contract in token of acceptance.
  - c) Cost of the **application** (Rs. 1,000/-) in case it is downloaded from VSP's website.
  - d) EMD for a value of Rs 1.75 Lakhs & SD for a value of Rs 15/5 lakhs
  - e) All other documents & information as mentioned at Para 12 above

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

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

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

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

- 17.** The applicant's offer for empanelment of transporters submitted as above should be kept valid up to **31.12.2024**. The same shall be mentioned in the covering letter.

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

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

- (a) Destinations where Stock Transfer is consistent for a given period, the **contract period shall be for 12 months.**
- (b) Destinations where Stock transfer is on exigency (due to the reasons like shortage of rakes during the month, additional demand with short notice etc.), **the contract period shall be as per the requirement ( to be specified in the reverse auction notice) to fulfill the dispatch plan for a given period.**

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

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

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

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

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

19. The prices offered in each reverse auction process shall be valid for the entire contract period subject to revision as per the formulae given below:

The rates will be revised on the 1st April/1st July /1st October / 1st January of every year based on the Retail selling price of diesel prevailing on these dates as detailed below. The revision will come into effect from 1st April/1st July /1st October / 1st January for the work done on and from these dates.

$$P_1 = P_0 (0.70 + 0.30 H_1/H_0)$$

Where,  $P_1$  = Revised rate for Transportation.

$P_0$  = Transportation Rate as per award in Contract.

$H_1$  = Retail selling price of diesel, at the nearest diesel filling station of the stockyard (loading point) run by an agent of any Public Sector Oil Company, on 1st April /1<sup>st</sup> July /1<sup>st</sup> October / 1st January, every year as the case may be.

$H_0$  = Retail selling price of diesel at the nearest diesel filling station of the Stockyard (loading point) run by an agent of any Public Sector Oil Company as on the base date.

In the above calculation, rounding-off shall be done (to two decimal places) after arriving at the Revised Rate ( $P_1$ ) only but not at each factor. Revision in rates will involve both upward and downward revision depending on the fluctuation in the indices. Revision in rates would be made with reference to indices on base date and not with reference to indices on the date of the previous revision, if any.

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

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

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

22. RINL/VSP reserves the right to accept / reject anyor all ***applications*** either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.
23. RINL/VSP reserves the right to negotiate with the Central Government Departments/ Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest ***quoted price*** and award the work as per the guidelines issued from time to time by Government of India.
24. The Company requires that applicants for empanelment observe the highest standard of ethics during the empanelment & execution of the contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Public official in contract execution and “fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract(s) if at any time determines that the applicant has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.
25. The applicant shall be required to enter into an Integrity Pact with Rashtriya Ispat Nigam Ltd (RINL), in the format given at Annexure L in the terms & conditions of the contract.

To

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

Dear Sir,

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

Ref: **Notice inviting applications along with terms & conditions for empanelment vide no. VSP/MKTG/TR/EMP/01 of 2022-2024 Dt. 03.11.2021**

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

.....a Company / Partnership Firm / an Association/ Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business at .....hereby give our unconditional consent along with the application duly signed on all pages **as a token of our acceptance for the same.**

**I/we agree that our offer is valid up to 31.12.2024.**

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your Terms and Conditions of invitation for empanelment of Transporters for Road Transportation of Steel materials from VSP, Visakhapatnam, AP to various destinations through the process of reverse auction which shall be deemed to form an integral part of this offer.

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

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

Date:

Yours faithfully,

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

Signature and seal  
of the applicant

**DECLARATION OF PARTICULARS**

1. Details of Applicant:

A) In case of Individuals

- i) Full Name, Address & Place of Business :
- ii) Previous Experience (Details to be furnished) :

B) In case of Partnership Firms:

- i) Full Name, Address & Share of each Partner :
- ii) Previous experience of Firm & Partners (Details to be furnished)
- iii) Copy of Partnership Deed duly attested :  
shall be enclosed
- iv) Particulars of Registration of the Firm under the Partnership Act

C) In case of companies:

- i) Date of Registration, including Date of Commencement Certificate in case of Public Companies (Certified copies of Memorandum and Articles of Association and certificate of incorporation/ commencement of business to be submitted)
- ii) Nature of business and provision of Memorandum of Association thereto
- iii) Name, particulars & address of all the Directors :
- iv) Previous experience (Details to be furnished) :
- v) Authorised, Subscribed & paid up capital :
- vi) If transportation business is not covered in the business for which the Company is registered, then amendment to that effect to the Memorandum of Association duly notified to the registrar of Companies and acknowledgement there to is to be submitted.

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

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

4. Name and address of Bankers :

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

Freight Earnings in

2016-2017	:
2017 -2018	:
2018- 2019	:
2019 -2020	:
2020- 2021	:

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

Turnover in

2016-2017	:
2017 -2018	:
2018- 2019	:
2019 -2020	:
2020- 2021	:

7. Are you having recommendation of Indian Banks Association (Copy of recommendation valid **up to a minimum period of 4 months from the last date of submission of application to be submitted**)
8. Indicate your Income Tax Permanent Account No. :
9. List of Branch Offices or authorized agents at Visakhapatnam as well as at the Destination Branches (mentioned at Annexure I & J), their addresses & contact phone nos. to be enclosed.
10. Are you willing to open Branch Offices /appoint authorized agents within 7 days of placement of order, wherever Branch Offices / authorized agents are not existing, as above
11. Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings, has your financial net worth been negative during the preceding three financial years (a notarized affidavit shall be enclosed)
12. Do you own any trucks and trailers .If so, furnish details of Make, Capacity, Registration No.

For

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Date:

Seal/Rubber Stamp

**TERMS AND CONDITIONS OF CONTRACT**

FOR ROAD TRANSPORTATION OF STEEL MATERIALS OF RINL, VSP

- 1.1 This document specifies only the scope of work and the terms and conditions under which the contract work shall be executed by the Contractor.
- 1.2 In the Contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- 1.3 The "Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant having its Registered Office at Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam-530031 (AP) and includes its representatives, successors and assigns.
- 1.4 The "Contractor" shall mean the person / persons / firm or Company whose **application** has been accepted by the Employer and includes the Contractor's representative(s), successors and permitted assignees.
- 1.5 "Executive I/c" shall mean the following executives of RINL-VSP.
- |                   |   |                                |
|-------------------|---|--------------------------------|
| Ex-plant STAs/SOs | : | I/c Mktg-Logistics section     |
| For FOR SOs       | : | Sr.BM of SO issuing branch     |
| For IBST STAs/SOs | : | Sr.BM of STA/SO issuing branch |
- 1.6 The word "Fine", wherever it occurs in the contract, shall mean a sum of money to be imposed by the Employer in the event of non- Compliance Of a Contractual obligation by the contractor.
- 2.1 In consideration of the payments to be made by the Employer, the Contractor shall be responsible for transportation of all types of Steel materials of the Employer as may be required by him.
- 2.2 The contract rates agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the contract.
- 2.3 All the material shall be deemed to be in the possession of the Contractor and in his care and custody, at his risk and responsibility from the moment these have been delivered to and accepted in writing by the Contractor or his representative at the loading point and till such time these are delivered to the Consignee under proper acknowledgement.
- 2.4 It shall be deemed that the Contractor is fully familiar with all the work connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc. and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. For this purpose, the Contractor shall provide the requisite number of trucks / trailers and manpower. No claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.
- 2.5 The Employer shall neither assure nor guarantee any quantum of material that may be entrusted to the Contractor for transportation at any given time or throughout the period of the Contract. However, a firm indicative quantity to be transported will be provided to him before start of each reverse auction process, which the Contractor shall be deemed to have read and understood. The firm indicative quantities given are purely indicative and projected only to enable the **transporter** in arriving at the value of the **auction** and the approximate facilities required to be provided by him. The Contractor shall have no claim against the

Employer, in case any of his trucks / trailers / equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

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

- 3.0** Periodicity of various transportation contracts are given below:

S. No.	Title	Details
1	Ex-Plant Sales	The Contracts shall be finalized on a) for a period of 12 months a n d /or b) Instant basis (for a period as per requirement as and when required)
2	FOR IBST STAs/SOs	The contracts shall be finalized as and when required. The contract period shall vary in accordance with the requirement of the Company and shall be for a maximum period of <b>12 months</b> from the date of issuance of Work order.
3	FOR deliveries from Plant /BSO/ Other RINL authorized locations.	The contracts shall be finalized as and when required. The contract period shall vary in accordance with the requirement of the Company depending upon the delivery schedule agreed with the customer and shall be for a maximum period of 6 months from the date of issuance of Work order.

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

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

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

- 4.2** The EMD &SD shall be refunded only after the expiry of empanelment period and satisfactory performance of the work and on completion of all the obligations by the Contractor under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the transporters. Before refund of the EMD &SD, the Contractor shall submit a No Claim Certificate in the format at Annexure-B to

the effect that no claim by him is pending for consideration by the Employer. No interest shall be payable on the EMD &SD. RINL,VSP reserves its right to recover any dues/penalties from the transporter from EMD/SD at any point of time.

5. In case the empanelment is on the basis of IBA recommendations, the recommendation of Indian Banks Association (IBA) shall be revalidated and kept valid throughout the period of empanelment. In case the validity is expiring during the empanelment period, the Contractor shall revalidate the recommendation one month before the expiry and submit a copy of the same to the Employer. In case they fail to do so, ***their names will be deleted from the empanelled list and they will not be allowed to participate in the forthcoming Reverse Auctions.***
- 6.1 The contractor shall maintain his own Branch Offices / Authorized Agents at Visakhapatnam as well as at the destinations through out the period of contract. Wherever Branch Offices / Authorized Agents are not existing, the same shall be opened / appointed within 7 days from the date of placement of order.
- 6.2 The Contractor shall keep responsible and experienced representatives at their Branch Offices at all times to give necessary information and to take directions from the Employer.
- 7.1 The Contractor shall be responsible for collection of Stock Transfer Advices (STAs) / Sales Orders (SO)/ Loading Slip cum Gate Pass (LSGP) from the concerned office on regular basis. Failure to collect STAs / SOs / LSGP shall not absolve ***the Contractor from the consequences arising from such failures.***

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

- 7.2 a) The Contractor shall ensure placement of vehicles for lifting Minimum Daily Quantity (MDQ) (tons per day as indicated in e-auction notice) with reference to the sum of balance quantities of STAs/SOs in hand on each day ***(excluding the Quantities of STAs/SOs issued on that day and previous 2 days issued against a particular work order,i.e no penalty will be charged upto 03 days (03 days including the date of issue of STAs/SOs).***

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

#### ANNEXURE

Work Order For	60000 MT
Minimum Daily Quantity	150 MT

STA No 1 500 MT

#### FINE CALCULATION

ILLUSTRATION -1				
Lifting Qty	Cumulative Lifting Qty	MDQ	Cumulative MDQ	Penalty Qty
Day 1	0	0	0	
Day2	0	0	0	
Day 3	0	0	0	
Day 4	100	150	150	50
Day 5	200	150	300	0
Day 6	0	150	450	150
Day 7	200	50	500	0

ILLUSTRATION -2				
Lifting Qty	Cumulative Lifting Qty	MDQ	Cumulative MDQ	Penalty Qty
Day 1	0	150		0
Day2	100	150		0
Day 3	100	150		0
Day 4	150	150	150	0
Day 5	80	150	300	0
Day 6		150	450	20
Day 7	55	150	500	0
Day 8	STA short closed Qty less than 21 MT			

ILLUSTRATION -3				
Lifting Qty	Cumulative Lifting Qty	MDQ	Cumulative MDQ	Penalty Qty
Day 1	0	150		0
Day2	0	150		0
Day 3	0	150		0
Day 4	0	150	150	150
Day 5	0	150	300	300
Day 6	250	150	450	200
Day 7	200	150	500	50
Day 8	50	150	500	0

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

**Peak load MDQ: Peak load period during the month not exceeding 10 days is considered wherein the transporter should be able to lift 150% of MDQ. i.e. If MDQ=100 t, during the month on any day peak load STOs may be issued for 300t with 2 days validity or STO for 600 tons with STO validity for 4 days (the STO period is excluding proposed 1+2 days provided without penalty)**

**The peak MDQ shall be applicable maximum for 10 days starting from the 1<sup>st</sup> such STOs issued of the month. All the STOs issued under peak MDQ, the same will be mentioned in the STOs.**

- 7.2 b) STO/SO quantity:** STO/SO issued may be single or multiple and quantity may be as per dispatch plan/order booked. Factors like availability of stocks, transporters readiness etc. shall be considered. STA/SO shall be issued subject to availability of stocks.

**Validity of STO/SO:** STO/SO quantity divided by MDQ+ 3 days shall be validity period of STO/SO.

**Extension of STO/SO validity period:** In case cumulative lifting against single or multiple STO/SO of any Work Order (of any destination) is > 80% of Total quantity to be lifted as per MDQ for a given period, Engineer I/c can extend the validity period in order to enable the Transporter complete STA quantity.

Quantity short closed by VSP for the reasons attributable to VSP, or shall be short-closed due to balance quantity less than the carrying capacity i.e., less than 21 MT in case of Trucks/ 27 MT in case of Trailers, such quantities shall not be considered under STA/SO quantity for performance calculation.

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

- 7.3** The STAs/SOs with left out quantity less than 21 MT in case of Trucks and 27 MT in case of Trailers shall be short closed at the request of the contractor without imposing any fine on the short-closed quantity. Further, the quantity short-closed as above shall not be considered either for evaluating the performance of the contractor (as per clause 13.2). Moreover, if the transporter is interested to lift more than the STA/SO quantity to make up for the Truck load /Trailer load, the same may be considered.

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

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

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

- 7.5** Normally, loading of materials into the Contractors' vehicle at RINL Plant/stockyards/CSA Locations/Other RINL authorized locations shall be arranged by the employer and unloading of materials at the destination shall be arranged by the Employer/Customer.

In case unloading of materials at the destination of any customer is required to be arranged by the Contractor, the same shall be indicated in the Sale Order and the Contractor shall be paid @ Rs.30/- per MT. Under no circumstances, demurrages / detention charges shall be payable to the Contractor under this Contract.

- 7.6 The Contractor shall not load any other cargo belonging to any other party in the Vehicle carrying the Employer's material.
- 7.7 The Contractor shall ensure that the following documents accompany the vehicle:
- a) Employer's Stock Transfer Challan (STC) / Delivery Challan (DC)/Tax Invoice
  - b) Lorry Receipt (L/R) indicating the following details:
    - i) Truck / Trailer Registration no
    - ii) Date of despatch.
    - iii) Number of Pieces / Coils / Bundles, Measurements (if not standard) and Weight of material despatched
  - c) Test Certificate for the material despatched, whenever the same is given by the Employer.
  - d) Way Bill as applicable under CGST/SGST/UTGST Acts & Rules.
- 7.8 The Contractor shall allow the Employer's representative to travel as escort, free of cost, as and when required by the Employer.
- 7.9 Transshipment of goods enroute from one vehicle to another vehicle shall not be allowed. The vehicle Registration No., in which material is loaded, shall be mentioned in LR / STC / DA/Sales Order. In case any enroute transshipment becomes inevitable due to breakdown etc., it shall be done only with prior approval of the Employer (Sr.Branch Manager of the Destination Branch or Executive-in-charge or next senior officer of Logistics section (Mktg dept)) after furnishing the reasons for transshipment. However, the transit period including grace period shall be as per annexure I & J. In case transporters fail to seek prior approval of the authority as said above, a penalty of Rs.50 pmt will be levied.
- 7.10 Transit time (excluding the day of **STC/Tax Invoice** and the day of reporting at the stockyard within working hours) shall be as per details given in annexure I & J. For delay beyond the above specified time, fine shall be levied at the rate of 0.5% of the freight charges per working day, subject to a maximum of 7.5% of the freight charges, except in case of force majeure. In force majeure situations, levy of fine against transit delay is exempted. Only major accidents of the vehicle and other natural calamities like floods and strikes etc. shall be considered as force majeure, which shall be intimated to the Employer by Fax / Email with proof of news paper clippings.
- 7.11 **Force majeure clause:** If the Company and/or the Contractor be prevented from discharging its or their obligation under this contract by reasons of arrests or restraints of privacy of rules, Government or people, War, Blockade, Revolution, Insurrection, Mobilization, Strikes, Riots, Civil Commotions, Lockouts, Accidents, Acts of God, plague, or other epidemics destruction of the materials by fire or flood or other natural calamity or on account of any other cause interfering with the production and/or delivery of the materials as herein above contemplated, the time for delivery shall be postponed by the time or time during which production and/or delivery is prevented by any such causes as herein above mentioned, provided that in the event of such delay exceeding ninety days, the party other than the party which invokes the force majeure may at their option, cancel this contract by Notice in-writing to the other party in respect of the undelivered quantity of the materials without, however, any right against or being responsible to the other party for such cancellation. The party invoking force-majeure shall within 15 days of the occurrence of force-majeure causes; put the other party on notice supported by certificate from the Chamber of Commerce or concerned governmental authority and shall likewise intimate the cessation of such causes. If the force-majeure condition continues beyond a period of six months the Company or the Contractor may at his option cancel this contract by notice in writing to other party in respect of the undelivered quantity of the materials without, however, any right against or being responsible to the other party for such cancellation.

**7.12** In case of non-delivery of material within 7 days after the expiry of transit time as specified in the annexure I & J, the transporter should assess the expected date of delivery of material and inform the employer accordingly by written communication/fax/e-mail, for such cases where the expected date of delivery is beyond the permissible transit time as specified in Annexure I & J. The letter/communication should be given to the employer within 7 days of expiry of transit time, clearly specifying the location of the vehicle, condition of material and the expected date of delivery. In case of either non-receipt of such communication from the transporter or non-delivery of material within 7 days after expiry of specified transit time, it shall be treated as missing vehicle and recovery shall be made from the transporter at

- i) **In case of Stock Transfer Transportation:** 125% of the BLP (on the Expected date of receipt of material at Stockyard) of the Concerned branch including freight.
- ii) **In case of FOR Transportation:** 125% of Price mentioned in Tax invoice including freight.

In case the transporter gives a letter/communication regarding delay in delivery as stated above, the transporter has to necessarily deliver the material within 15 days from the date of communication, failing which it shall be treated as missing vehicle and recovery shall be made from the transporter at

- i) **In case of Stock Transfer Transportation :** 125% of the BLP (on the Expected date of receipt of material at Stockyard) of the Concerned branch including freight.
- ii) **In case of FOR Transportation:** 125% of Price mentioned in Tax invoice including freight.

unless otherwise agreed by the employer by extending delivery period as per the merit of the case. In case, the material is delivered subsequently after recovery as above, the recovered amount will be refunded after adjusting the fine for the delayed period as per clause no. 7.10. Fine as per clause no.7.10 shall be applicable in all cases of delayed delivery.

**7.13** After unloading of the material at the destination, the Contractor shall handover the documents as listed at Clause No. 7.7 to the Consignee. The Contractor shall also obtain the following documents from the Consignee:

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

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

- 8.2** The prices offered in each reverse auction process shall be valid for the entire contract period subject to revision as per the formulae given below:

The rates will be revised on the 1st April/1st July /1st October / 1st January of every year based on the Retail selling price of diesel prevailing on these dates as detailed below. The revision will come into effect from 1st April/1st July /1st October / 1st January for the work done on and from these dates.

$$P_1 = P_0 (0.70 + 0.30 H_1/H_0)$$

Where,  $P_1$  = Revised rate for Transportation.

$P_0$  = Transportation Rate as per award in Contract.

$H_1$  = Retail selling price of diesel, at the nearest diesel filling station of the stockyard (loading point) run by an agent of any Public Sector Oil Company, on 1st April /1<sup>st</sup> July /1<sup>st</sup> October / 1st January, every year as the case may be.

$H_0$  =Retail selling price of diesel at the nearest diesel filling station of the Stockyard (loading point) run by an agent of any Public Sector Oil Company as on the base date.

In the above calculation, rounding-off shall be done (to two decimal places) after arriving at the Revised Rate ( $P_1$ ) only but not at each factor. Revision in rates will involve both upward and downward revision depending on the fluctuation in the indices. Revision in rates would be made with reference to indices on base date and not with reference to indices on the date of the previous revision, if any.

- 8.3** Empanelled transporters shall separately quote for the following categories as and when Reverse e-auction notice is given:

- (a) Steel By Truck-** Wire Rod Coils (WRC) & Rebar Coils (RBC) of all sizes from WRM-1
- (b) Steel By Truck-** Wire Rod Coils (WRC) of all sizes from WRM-2, Blooms up to 6.0 Mtrs length & Ingots, Cut/bent materials of all types/sizes of steel products etc.
- (c) Steel by Trailor- Items other than (a) & (b)**  
Payment shall be made as per the above categories.

- 8.4** (i) All full length material (including assorted), and cut materials having length beyond 6 mtrs, shall be transported by Trailer. However, the employer shall have right to transport cut/bent materials of all types or Blooms up to 6.0 Mtrs & Ingots also by Trailer, depending on the requirement.

- (ii) For destination within Visakhapatnam, coil can be transported by trailer. In such cases transporter should take care for safety aspect by putting support rods in the trailer, providing logs and tying of the material to the trailer body.

- (iii) Coil material shall not be dispatched by trailer for outstation destination (destination outside Visakhapatnam)

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

- 9.1** The Contractor shall submit his bills every fortnight to the Executive I/c (Contract finalized at HQ-Visakhapatnam to be submitted to I/c Marketing Logistics Section at HQ Visakhapatnam, Contract finalized at RO- bills to be submitted at Respective Branch) of the Employer on the basis of agreed awarded Rates for the material delivered to the consignee in the fortnight along with the following particulars and documents. The Employer (HQ Visakhapatnam or Respective Branch) shall arrange payment on 15th day from the date of receipt of clear bills with required supporting documents by the I/c Marketing Logistics Section of BC Gate or Branch Manager of

respective Branches. The following are the documents to be submitted by the contractor for release of payment.

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

- 9.2** The payment shall be made for the weight of material despatched as per Stock Transfer Challan (STC) / Delivery Challan (DC)/Tax Invoice. However, price for recovery of shortages as mentioned under Clause No.10.2 shall be including freight charges.
- 9.3** The Contractor shall bear and pay all taxes, duties and other liabilities which are applicable to the contractor, in connection with the discharge of his liabilities under this contract, except GST.
- 9.4** Income Tax or any other taxes or duties which the Employer may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the Contractor and the Employer shall provide the Contractor with required Tax Deduction Certificate.
- 9.5** The Employer shall reimburse to the Contractor at actuals against original receipts, all local taxes, if any, like Octroi, levied by appropriate authorities on the Employer's materials, by reason of their entry en-route into the specified areas. The Contractor shall however be responsible to claim from the concerned authorities any refund / rebate on such taxes / levies as may be allowable under the applicable Act / Rules on behalf of the Employer and intimate the Employer and pass on the money so recovered to the Employer. No additional expenditure shall be reimbursable for making the payment of taxes like Octroi etc on behalf of Employer. Should the Contractor fail to claim such refunds / rebates as admissible, the amounts lost by the Employer due to the Contractor's failure, shall be recoverable from the Contractor. Toll charges etc., if any, for moving the materials, shall be borne by the Contractor and shall not be reimbursed by the Employer.
- 9.6** Any amount recoverable towards the losses / damages or extra charges of freight resulting from non-compliance with the terms of contract shall be recovered from the outstanding payments of the Contractor, or from the Security Deposit or from both pertaining to this or any other contract with Employer. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by payment.
- 9.7** The payments/refunds shall be made by EFT/RTGS to the Bank account of the contractors. The contractor shall be required to furnish necessary details for payment by EFT/RTGS in the format prescribed at Annexure-C.
- 9.8.1** The Contractor shall comply with the requirements as may be necessary under CGST/SGST/UTGST Acts & Rules relevant in connection with the transportation of the materials.
- 9.8.2** GST shall be applicable on all penalties (like liquidated damages, milestone penalties, risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of security deposit/earnest money deposit etc.) if levied by the employer on the contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries.

- 10.1** The weights, number of pieces / bundles / coils and measurements (if not standard) of materials / goods / consignments mentioned in the STCs / DCs/Tax Invoices of the Employer shall be the basis for assessing the losses in transit and for recovery of damages / compensation thereof. The Contractor shall be responsible for any discrepancies found at destinations in respect of weight, number of pieces / bundles / coils, measurement (if not standard) of the materials / goods / consignments. The Contractor shall also be responsible for checking the packing conditions of materials before he takes delivery of the same for transportation. Once the materials are accepted for transportation by the Contractor they shall be deemed to have been handed over by the Employer in proper condition unless otherwise pointed out by the Contractor at the time of taking delivery from the Employer at the loading point and recorded in the LR / STC/ DC/Tax Invoice.
- 10.2** Since there is a possibility of variation between the weighing scales at the despatching station and destination station, no recovery shall be made from the Contractor for shortage by weight in any truck / trailer within the tolerance limits of **0.25%** in case of Steel. However, the number of pieces / coils / bundles and measurements (if not standard) of materials / goods / consignments shall tally with those despatched. For shortage by weight in any truck / trailer beyond the tolerance limits, recovery shall be made from the Contractor at
- iii) **In case of Stock Transfer Transportation** : 125% of the BLP (on the date of receipt of material at Stockyard) of the Concerned branch including freight.
  - iv) **In case of FOR Transportation**: 125% of Price mentioned in Tax invoice including freight.
- No credit shall be given to the Contractor for excess by weight in any truck / trailer. The shortage by weight in truck / trailer shall not be adjusted with excess by weight in another truck/trailer.
- 10.3** In case the discrepancy is in the number of pieces / bundles / coils or in measurements (of not standard) of material / goods / consignment, the losses as assessed by the Employer shall be recoverable from the Contractor. The decision of the Employer in this regard shall be final, binding and conclusive.
- 10.4** The Contractor may obtain suitable Insurance against loss / damage of material in his custody in his own interest and at his own cost.
- 11.1** The Contractor shall abide by the provisions of the Motor Vehicles Act 1989. The regulations relating to weights as specified in the Act shall be scrupulously followed. Any contravention of the Motor Vehicle Act / Rules by the Contractor shall render the Contract liable for cancellation. The Contractor shall at his own cost obtain all the road permits or any other relevant authorization from competent authority. Any contingency arising in this respect shall be entirely the Contractor's responsibility.
- 11.2** The Employer shall not be responsible for any damage to the truck / trailer suffered by the Contractor during the course of operation and the Contractor in their own interest shall obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account shall be entertained by the Employer.
- 11.3** The Contractor shall provide danger lights / flags, as per Motor Vehicle Act to ensure safety against over-hanging / over-dimension consignments. The Contractor shall also provide caution lights / boards whenever the vehicle is under emergency parking on road due to breakdown etc.
- 11.4** The contractor shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. Penalties for safety violations are placed at Annexure -M.

- 12.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Employer. The Contractor shall also not sublet in whole or in part the work unless otherwise provided by the Contract and even then only with the prior written consent of the Employer and such consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub- contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the Contractor. In that event all rights and remedies secured / provided for under this contract shall be available against the Contractor.
- 12.2 The Contractor shall not use the services of any of the employees of the Employer, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Employer. Any bribe, commission, gift or advantages given promised or offered by or on behalf of the Contractor or his partners, agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this contract, shall make the contract liable for cancellation at the discretion of the Employer.
- 12.3 In case of any loss / damage suffered by the Employer due to any negligence / failure or non-performance on the part of the Contractor of any of the provisions of the contract, the Employer reserves the right to recover such losses and damages from the Contractor.
- 12.4 The decision of the Employer as to the amount of the loss / damage suffered by the Employer in such cases shall be final and binding on the Contractor. The recoveries set out above shall be without prejudice to the rights of the Employer under the contract or under law.
- 13.1 If the Contractor is found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Employer's materials or any Criminal Conspiracy, the Employer shall terminate the contract summarily and recover losses suffered by the Employer on this account by encashing/ forfeiting the SD etc and shall also be **debarred from participation in further auctions in the balance empanel period**. The Employer's assessment of such losses shall be final and in such event the Contractor shall not be entitled to any compensation. The termination of the Contract or debarring of the Contractor shall be without prejudice to the Employer's right against the Contractor under the Contract or under Law.
- 13.2 If Transporter has lifted less than 80% of MDQ, STO/SO shall not be extended; Engineer I/c shall call for quotation through mail enquiry from all empanelled transporters excluding the transporter who has failed to perform. Engineer I/c may finalize the alternate transporter on the basis of the L-1 rate received among the quotations received (Minimum three quotations) and engage the empanelled transporter for lifting of the balance quantity of expired STO/SO. Engineer I/c can also decide to send the material through Rail/Coastal/Container mode. The differential amount will be recovered from the transporter along with the fine for delayed lifting up to the validity of the STO/SO.  
Further, STA / SO can be issued for the above destination after completion of lifting of material under Risk and cost Notice and recovery of amount from the transporter. The decision of VSP in this regard shall be final and binding.
- 13.3 In the event of the contract being terminated in exercise of the rights reserved as above, the Contractor shall not be entitled to claim any damages / compensation from the Employer on account thereof.
- 13.4 Notwithstanding the expiry / termination, the liabilities and obligations of both the Employer and the Contractor as set out herein shall continue to be in force until all the materials despatched by the Employer up to the date of such expiry / termination are delivered by the Contractor.

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

## **14.0 Arbitration Clauses**

- 14.1 Parties further agree that following matters shall not be referred to Conciliation or Arbitration / Commercial courts:

i) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the tenderer/ Contractor and/or with any other person involved or connected or dealing with bid / contract / tenderer / contractor.

ii) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision under the provisions of Integrity Pact executed between Employer and the tenderer/ Contractor.

During the pendency of Mutual Consultation, Conciliation or Arbitration / Commercial courts proceedings, both the parties shall continue to perform their Contractual obligations in so far as practicable.

- 14.2 **MUTUAL CONSULTATION:** The Mutual Consultation shall be conducted in the following manner.

- (a) The Engineer and the Contractor shall settle the dispute amicably within 15 working days from the date, the dispute has been brought to the notice of the Engineer in writing by the Contractor.
- (b) If the dispute is not resolved or partially resolved within the aforesaid 15 working days, then the un-resolved disputes shall be brought to the notice of Dispute Settlement Cell (DSC) of RINL by either of the parties in writing within 7 working days of the lapse of aforesaid 15 working days. DSC will put up the un-resolved disputes to Claims Committee (CC) of RINL. Claims Committee consisting of independent members will look in to the disputes in a fair and transparent manner and give their recommendation with reason based on the documents submitted by the Engineer and the Contractor. The Claims Committee is a neutral body empowered to look in to the issues beyond the contractual provisions. The process of dispute resolution by Claims Committee is as follows.
- (c) DSC will put up the un-resolved disputes to Claims Committee within 7 working days from the date of receipt of the same.
- (d) The Contractor and the Engineer shall file all the documents sought for by the Claims Committee within the period as intimated by Claims Committee. The Contractor and the Engineer also may be required to be present within 10 days after filing of their documents to explain their case in the Claims Committee. Claims Committee will give its recommendations to both the parties recommending possible terms of settlement within 60 days, from the date the dispute has been brought to the notice of the DSC. If the disputes could not be resolved as per the recommendations of CC or partially resolved within the aforesaid period, the balance un-resolved disputes shall be brought to the notice of DSC by either of the parties in writing.
- (e) All efforts by either party within the above period of Mutual settlement shall be kept confidential by both the parties. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his

willingness to enter into a settlement, as evidence in any Forum / arbitration or Court proceeding.

- f) The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of Claims Committee proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
- g) In exceptional cases if Claims Committee requests for the extension of time with valid reasons, competent authority of RINL may extend the time for Claims Committee.
- h) The recommendations of Claims Committee are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the Claims Committee recommendation with any modification they may deem fit.
- i) The Contractor and the Engineer shall give their response to DSC within 7 working days from the receipt of Claims Committee Recommendation.
- j) If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on Claims Committee recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of the Contractor is acceptable to RINL, then a settlement agreement will be signed within 10 working days of RINL's acceptance along with the recommendation of Claims Committee.

#### **14.3 CONCILIATION:-**

1. Conciliation through Outside Expert Committee (OEC) will be resorted to in cases as per the following details, where Mutual consultation has failed.
2. Claimant shall give notice for Conciliation. In cases where the Contractor is claimant then the notice shall be given to the DSC as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

##### **14.3.1 Constitution of OEC:-** DSC shall process the request for Conciliation.

1. RINL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by RINL and will normally comprise three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and Counter Claims (if any) taken together upto Rs 1 crore. RINL will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.
2. Upon constitution of the OEC, DSC/RINL will issue the appointment letters to OEC members and the parties concerned.
3. The OEC members shall give a declaration of independence and impartiality to both the parties before the commencement of the OEC proceedings.

#### **14.3.2 Proceedings before OEC:-**

1. The Claimant shall submit its Statement of Claims to OEC members, and copy to the Respondent (i.e., to DSC in case RINL is the Respondent) within 30 days of the issue of the appointment letter.
2. The Respondent shall file its reply and Counter Claims (if any) within 30 days of the receipt of the Statement of Claims.
3. Parties may file their rejoinder/additional documents if any in support of their claim/Counter Claims within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC
4. OEC will commence its meetings only after completion of the pleadings and in any case not beyond 90 days from its appointment.
5. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
6. The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or external consultant / advisor / agent etc. Ex-officers of (i) RINL as well as (ii) Consultant, who are involved in the subject contract, in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
7. Solicitation or any attempt to bring influence of any kind on either OEC Members or RINL is completely prohibited in Conciliation proceedings and RINL reserves the absolute right to close the Conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
8. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
9. OEC will give full opportunity of hearing to the parties before giving its recommendations.
10. OEC will conclude its proceedings in maximum 5 meetings, and give its recommendations within 60 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement. Competent Authority of RINL may extend the time / number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
11. OEC members will be paid fees and provided facilities (as detailed under para-1 of **clause 22.3.4 hereinafter**), subject to revision by RINL from time to time and subject to Government guidelines on austerity measures, if any.
12. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Visakhapatnam or any other place, whichever is most economical from the point of view of travel and stay etc.

13. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.
14. Parties are under no obligation to refer a dispute to Conciliation or continue with Conciliation proceedings. Parties are free to terminate the Conciliation proceedings at any stage as provided under section 76(C) or 76 (d) of the Arbitration and Conciliation Act, 1996.

**14.3.3. Actions after OEC Recommendations:-**

1. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
2. Either of the parties shall give its response to DSC within 7 working days of receipt of OEC Recommendation.
3. If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on OEC recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of Contractor is acceptable to RINL, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time will be signed within 15 working days of RINL's acceptance and the same shall be authenticated by all the OEC Members.
4. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
5. The parties shall keep confidential
  - (i) All matters relating to the Conciliation proceedings including minutes of OEC meeting and Recommendations of OEC,
  - (ii) And shall not rely upon them as evidence in any Forum / arbitration / court proceeding, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,
  - (iii) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute
  - (iv) admissions made by the other party in the course of the OEC proceedings;
  - (v) proposals made by the OEC;
  - (vi) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
6. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by RINL to Govt, of India or its authorities, if required.

7. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall be applicable to the Conciliation proceedings and the parties and the OEC members shall be bound by the same.

**14.3.4. Fees and facility to the OEC Members:-**

1. Each of the OEC members shall be entitled for the following fees and facilities:

All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings. Each party shall bear their own expenses for attending the OEC meetings including any incidental expenses towards boarding / lodging, travel etc.

Sl. No.	Entitlement Fees/ Facility	To be paid by
i	Fees –Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations	Contractor
ii	Fee for attending meeting to authenticate the settlement agreement –Rs. 10,000	Contractor
iii	Transportation in the city of the meeting by A/c Car as per entitlement or Rs. 2,000 per day	Contractor
iv	Venue for meeting:- RINL conference rooms / UKKU HOUSE / Hotels	RINL
v	Facilities to be provided to the out-stationed member:-	
a	Travel from the city of residence to the city of meeting. Economy class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Economy class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
b	Transport to and fro airport / railway station in the city of residence by A/c Car as per entitlement or Rs. 3,000/-	Contractor
c	Stay for out stationed members – 4 or 5 Star Hotel	RINL
d	Transport in the city of meeting by A/c Car as per entitlement or Rs. 2000 per day	Contractor

2. The final expenses will be shared equally by both the parties.

**14.4 ARBITRATION:-**

1. If either the Employer or the Contractor is dissatisfied with the OEC's decision, or if the OEC fails to give a decision within reasonable time i.e., within 90 days from the date of its first meeting, then either the Employer or the Contractor may give notice to the other party, with a copy for information to the OEC of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For all purposes of Arbitration, The Contractor when issue notices to Employer, shall give notice to Dispute Settlement Cell (DSC) of the Employer.
2. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.
3. There shall be no Arbitration for disputes involving claims more than Rs.1 crore in case of Domestic Contractor and more than Rs.10 crore in case of foreign contractor or in Consortium contracts where foreign contractor is a member. Disputes more than Rs 1 Crore and Rs.10 Crore as above shall be adjudicated under the Provision of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time.
4. For a dispute involving claims upto Rs 1 crore in case of Domestic Contractor, in case other party is Claimant, RINL will forward a list containing names of Three persons to the other party for selecting, one from the list, who will be appointed as Sole Arbitrator. In case RINL itself is the Claimant, it shall follow the above procedure and appoint the Sole Arbitrator. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time.
5. For the purpose of Section 21, the Arbitration Proceeding shall commence only from the date of receipt of request for that dispute to be referred to arbitration is received (Invocation Notice) by the Respondent, complete in all respects as mentioned at para-2 above.
6. The parties agree that they shall appoint only that person as arbitrator who conveys his acceptance to the conditions of this arbitration clause.
7. Parties agree that neither party shall make claim for interest on the disputed claims. Parties further agree that Claim if any made for any such interest shall not be considered and shall be void.
8. The fee payable to the Sole Arbitrator shall be as per rules framed by the Hon'ble High Court in whose territorial jurisdiction the seat of arbitration is situated. In case no rules have been framed, the fee payable may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time. Arbitrator may fix his/her fee keeping the aforesaid schedule as guiding factor within the limits prescribed therein.
9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or

terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete.
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. For Sole arbitrator, RINL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be Visakhapatnam. The Court/s at Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over all matters of disputes. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language.
12. Parties agree that neither party shall amend or supplement its claims during the course of arbitral proceedings except for withdrawal of the claims made earlier.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis, subject to final decision of the Tribunal on Costs if any in the Award.
14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.
15. Wherever the sum of the disputed claim/s made by the Claimant (foreign contractor or in Consortium contracts where foreign contractor is a member) is up to Rs.10Cr, Arbitration proceedings shall be governed by the Rules of International Commercial Arbitration of Indian Council of Arbitration (ICA), New Delhi and shall be by appointment of a Sole Arbitrator from the panel. The venue of the arbitral proceedings shall be either in New Delhi, Mumbai, Chennai, Kolkata, Hyderabad or Visakhapatnam, India and the seat of Arbitration shall be Visakhapatnam, India, for the purpose of jurisdiction of the Court.
16. The arbitral tribunal shall give reasoned Award. The tribunal shall apportion the cost of arbitration between the parties as at para 13 above.
17. The Award rendered in any arbitration hereunder shall be final and binding upon the parties.
18. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceedings provided for herein and then only to enforce or facilitate the execution of an Award rendered in such arbitration.

**14.5 Disputes between CPSEs inter se and Government Departments etc.:-** In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations other than disputes related to taxation, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE

OM No.4(1)/2013-DPE(GM)/FTS-1835 dated.22.5.2018 and any other instructions/guidelines issued from time to time.

However, parties agree that before going for the AMRCD mechanism, parties shall seek to resolve any such dispute or difference through aforesaid Mutual consultation and Conciliation process mentioned under 6.1 & 6.2 above.

**14.6 Disputes with MSME:-** In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a micro enterprise or small enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be taken up by the Contractor for resolution through Micro and Small Enterprises Facilitation Council as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, in case RINL is the Respondent. However, parties agree that before going for the Micro and Small Enterprises Facilitation Council, parties shall seek to resolve any such dispute or difference through aforesaid Mutual Consultation and Conciliation process mentioned under 29.2 & 29.3 above.

In case RINL is the Claimant, such dispute or difference shall be resolved through clause no. 14.1, 14.2, 14.3, 14.4 and 14.5 above.

Further, In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a Medium enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be resolved through clause no. 14.1, 14.2, 14.3, 14.4 and 14.5 above.

## **15.0 SAFETY**

- 15.1** Inside the Plant, trucks / trailers of the Contractor shall adhere to the speed limits specified and the safety rules specified from time to time. If a driver or any other person of the Contractor is involved in any theft case or any other unauthorized movement of material or any activity, which is punishable under law, the Contractor shall bear the full responsibility for the loss and other consequences, which may result due to illegal or unauthorized activity of such person. The workers of Contractor shall undergo safety induction training program before commencement of the work.
- 15.2** For any violation of safety regulations by Contractor, based on written complaint from safety the loss assessed by the Company as per Annexure-M shall be recovered from the bill of the contractor in each case.
- 15.3** The Contractor shall be responsible for all the acts or omissions of the workmen who may be employed by him. In case, the Employer is called to meet any such obligations which otherwise should have been met by the Contractor by statutory authorities, the same shall be reimbursed to Employer by the Contractor and shall be paid by him on demand or shall be deducted from his dues under this or any other contract with the employer.
- 15.4** The Contractor shall be held responsible for damage caused by the staff, transport, equipment etc., employed by the Contractor to any property and persons of the Employer / third party. The claims in this regard as assessed by the Employer shall be final and binding on the Contractor and shall be paid by him on demand or shall be deducted from his dues under this or any other

contract with the Employer.

- 15.5** The contractor should ensure that all the vehicles placed for lifting the materials should possess a valid PUC (Pollution under control) certificate all the time & fitness certificate as per motor vehicle Act.
- 15.6** All authorized representatives /staff of the contractor to supervise all activities connected in performing this contract shall possess the admit/photo pass issued from the security department of VSP on the recommendation of the Concerned officer/Engineer in charge. In case any of the Contractor's authorized representative so delegated by contractor for dealing under this contract relinquishes his service, the onus of responsibility of subsequent actions by such representative will be that of Contractor. To avoid such misrepresentations & consequent damages, the contractor shall take responsibility to keep RINL, VSP informed of their representatives relinquishing their employment with the contractor, so as to cancel the authorization. It is the responsibility of the contractor to submit back the admit/photo passes to VSP for cancellation.
- 16.1** The Contractor shall carry out, perform and observe the provisions of all Labor Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labor ( Regulation and Abolition ) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Laborers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure-K of Terms and Conditions of Application, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract. It is the responsibility of the contracting agency to submit all statutory returns required to be submitted by different statutes to the respective statutory authorities within the stipulated time and copies of the returns are to be submitted to the Executive - in - Charge (EIC). Copies of acquaintance rolls in respect of the workers engaged in those works also, are to be furnished on monthly basis to the EIC.
- 16.2** In case of failure of the Contractor to comply with any of the above, the following action shall be taken by the Employer:

**Lapse****Action by the Employer**

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

**16.3** The transporters are required to cover the material necessarily with tarpaulin during transit.

**16.4 Review of Key performance indicators:**

**Performance of all Transporters shall be assessed on a monthly basis by Engineer I/chg on the basis of following Key Performance Indicators (KPIs) for monthly performance review:**

1. **Material Lifting fulfillment (LF):** This will be arrived at by calculating percentage of quantity invoiced against the closed STO/SO quantity issued in a month.
2. **Transit Time fulfillment (TF):** This will be arrived at by calculating percentage of number of vehicles received within transit time against the total number of vehicles received at destination during a month.
3. **Safety Compliance (SC):** Safety compliance will be calculated on the basis of minor/major safety violation recorded by Engineer I/c in a month during Loading/Unloading/transit/delivery or inside plant premises or dispatch plant (point of loading). In case of any violation to safety norms in a month the score will be zero.
4. **Quality of Delivery (QD):** In case of any incident of quality complaint due to damage of material in transit in a month the score will be zero.

**Parameter wise weightage (in %):**

- i. Lifting Fulfilment- 50%
- ii. Transit Time Fulfilment-30%
- iii. Safety compliance/violation during (transit/delivery) (for single incident point will be zero otherwise 10%).
- iv. Quality of Delivery (based on Sr. BM report)- for single incident point will be zero otherwise 10%.

In case any transporters performance is below 75% continuously for two consecutive quarter, Engineer I/chg should call the transporter and discuss on improving the performance of the transporter along with the necessities for the same. These performance parameters can be modified as and when required.

In case performance is less than 50% during the tenure of the Work Order, the transporter will not be allowed to participate in the next Reverse Auction for such destinations.

**Illustration for above Clause:**

We may judge the performance of the transporters on 10 point scale:

- i. Lifting Fulfilment-50%
- ii. Transit Time Fulfilment-30%
- iii. Safety compliance/violation during (transit/ delivery) (for single incident point will be zero otherwise 10%).
- iv. Quality of delivery (based on Sr BM report) (10%)

In case the transporter completes 90% of the STO quantity then against LF the transporter would get  $0.90 \times 0.50 \times 10 = 4.5$  marks

In case the no of vehicle reaching on time is 90% the marks will be  $0.90 \times 0.30 \times 10 = 2.7$  marks

No case of safety violation as per safety department circular = 1.0 Marks

No case of material damage= 1.0 marks

Total Marks= 9.2 marks i.e. 92%

- 16.5** RINL reserves the right to foreclose the Work Order for all or some destinations without assigning any reasons by giving 15 days' notice without financial implication to either side.  
Similarly RINL also reserves the right to short close the empanelment and return the Security Deposit & EMD without assigning any reasons by giving 15 days' notice without financial implication to either side.

- 16.6** The rates quoted by the transporters in reverse auction shall be valid for 30 days from the date of reverse auction for acceptance & issue of work orders. In case work orders are not issued within 30 days RINL shall go for fresh reverse auction as and when required.

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

Signature of the applicant  
Date :

**ANNEXURE-A**

**BANK GUARANTEE FROM A SCHEDULED COMMERCIAL BANK**

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

Name & Address of the Bank :  
Bank Guarantee No. :  
Date of issue :  
BG Validity : up to 31.12.2025  
Date of Expiry :  
BG Value : Rs.1,500,000/500,000 (Rupees..... lakhs)  
Ref: RINL VSP's Enquiry No : < **Notice inviting application** Ref number>  
For : Empanelment for Road Transportation of Steel Materials from RINL Plant/Stockyards/CSA Locations/Other RINL authorized locations to various stockyard destinations, CSA locations and other destinations, located throughout the country, through the reverse auction process.  
Subject : Security Deposit

To,

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

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

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

2. We

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

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

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

4. It is here by expressly agreed and affirmed that the company shall have the fullest liberty to claim payment of the amount /amounts from time to time under this guarantee up to Rs 15/5 lakhs (Rupees.....) and the guarantee shall not become invalid or in fructuous because of the partial demand or demands made by the company and this guarantee shall hold good in favor of the company to the extent of the balance amount covered under this guarantee.
5. It is further agreed that any time given to the Contractor or forbearance with regard to performance by the Contractor shall in no way affect the liability of the Bank and this Bank Guarantee will be in full force and we shall not be released from our liability under this Bank Guarantee for such acts of liberty by the Company.
6. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstitution thereof or therewith but will be available to and enforceable by the absorbing or amalgamated, reconstituted Company or concern.
7. It is also agreed that we-----Bank undertake not to revoke this guarantee During its currency except with the previous consent of the company in writing.
8. It shall not be necessary for the company to proceed against the contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from contractor at any time or when proceedings are taken against us hereunder be outstanding or realized.
9. We (mention the name of bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's branch (mentioning the name & address of branch) at Visakhapatnam and they shall honor such demand in any case not later than next working day.
10. "Issuance of this Bank Guarantee may also be got confirmed from our controlling Branch / Office / Higher Authority (Name & Address of the branch)."

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

Yours faithfully,

(To be submitted at the end of empanel period)

**ANNEXURE-B**

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

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

Dear sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder  
for work done as per our Contract No... .. dated... .. with you for  
Road Transportation of Steel materials from Visakhapatnam to ... ..  
I/WE have no claims against your Company.

Bill no.

Date

Amount

Date:

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

From

To

Executive in charge  
RINL/VSP

Sub: E-Payment  
Ref : Contract /WO No

Consent for E-Payment:

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

Undertaking:

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

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

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

For\_\_\_\_\_& Company

Authorised Signatory /Proprietor

Bank Account Data for RTGS Mode of Payment

1. Contractor's Code :

2. Option : RTGS

3. Beneficiary's Details :

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

(ii) Bank Nature :  
(Maximum 35 Characters)

(iii) Branch Name :  
(Maximum 35 Characters)

(iv) Account Number :  
(Maximum 35 Characters)

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

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

Signature of ***Applicant***

Name:  
Designation:  
Seal:

**Certificate**

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

Sd/-  
Branch Manager  
Bank Seal

Format for e-Payment

Bank Account Data for e-Payment

- 1.Option : EFT/direct Credit
- 2.Name and type of A/c: (30 Characters, Alpha Numeric, Space permitted)
- 3.Account Number : (15 Characters, Alpha Numeric)
- 4.Account Type : (Numeric codes shown below)
- |    |                 |    |
|----|-----------------|----|
| 10 | Savings Bank    | SB |
| 11 | Current Account | CA |
| 13 | Cash Credit     | CC |
| 14 | Load Account    | LA |
5. Bank Name : 3 Digit MICR Code
6. Branch Name : 3 Digit MICR Code
- 7.City : 3 Digit MICR Code

Signature of ***Applicant***

Name:  
Designation:  
Seal:

**Certificate**

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

Sd/-  
Branch Manager  
Bank Seal

**ANNEXURE-F****BILL FORMAT**

Bill No.                      Date of submission of  
Bill :

Name of the  
Transporter :    Name of the Consignor:

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

Billing  
Period :                      From :                      To :

S I N o	ST A No	ST A Dat e	ST C No.	ST C Dat e	LS GP Dat e	Ta re w e igh me nt dat e	L/ R No	Veh icle No.	Mat eria l & Gra de	STC/ Tax Invoi ce Weig ht	Item Rate applica ble on the date of lifting	Frei ght amo unt	Deliv ered weig ht	Sho rtag e weig ht	Sho rtag e Allo wan ce 0.25 %	Ne t Sh ort ag e	Materi al Rate as per STC/Tax Invoice	Rec over y for net short age	Act ual tran sit peri od	Tra nsit peri od as per Co ntra ct	Tr a nsi t del ay in Da y	Rec ove ry for Tra nsit Del ay	Rec over y for any other reas on	Pen alty for Dela y liftin g	Net Pay me nt	

- Bill should be submitted for closed STAs/SOs only. A statement of "STA/SO cum certification for payment of freight "issued by Marketing BC-Gate is to be enclosed along with bill.
- In case VSP desires to change the above format, it may do so for operational convenience or statutory requirement.
- In case of Sales orders issued by branches for ex-plant deliveries, STA shall be read as Sales order and STC shall be read as Tax invoice.

ANNEXURE-G

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

**ANNEXURE-H****List of Branch Sales Offices of RINL / VSP**

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

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

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

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

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

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

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

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

DEED OF INDEMNITY  
(On Rs 100/ Stamp  
Paper)

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

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

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

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

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

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

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

Witnesses:

1. Signature with Date:

Name :  
Address

2. Signature with Date:

Name :  
Address

**INTEGRITY PACT**

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

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, **a transportation contract for transportation of Iron and Steel Materials of VSP from plant to various locations against NIT Ref NO. VSP/MKTG/TR/EMP/01 of 2022-24 Dated 03.11.2021.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

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

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
- (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

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

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

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

#### **Section 5 - Previous transgressions:**

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors:**

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if

the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of RINL.

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

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer
- (3) the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (4) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, RINL.
- (5) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (6) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- (7) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take 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.
- (8) The IEM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

- (9) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (10) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (11) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

**Section 9 - Duration of the Integrity Pact:**

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

**Section 10 - Other provisions:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

(Office Seal)

(Office Seal) Place -----

Date -----

Witness 1:

(Name & Address)

—

—

Witness 2

(Name & Address)

—

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

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission /remuneration/salary /retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

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

- 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
- 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

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

**3.1 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.

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

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

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

IV	<b>Major violations.</b>	
HEIGHT	<ol style="list-style-type: none"> <li>Using bamboo / or other non-standard material for scaffolding.</li> <li>Railing not given at platforms or opening of floor.</li> <li>Scaffolding planks not tied.</li> <li>Throwing / dropping of material from height.</li> <li>Proper ladder / approach not given for working at height.</li> <li>Full body harness (FBH) not wearing.</li> <li>Lifeline of FBH not anchoring.</li> <li>Floor opening left unguarded in the area of work.</li> <li>Floor opening left unguarded in the area of work.</li> <li>Walkway / cross over path not provided.</li> </ol>	Rs.20,000/-
Excavation	<ol style="list-style-type: none"> <li>No barrication of excavated pits.</li> </ol>	
Electrical	<ol style="list-style-type: none"> <li>Un authorized working on electrical equipment.</li> </ol>	
Vehicle	<ol style="list-style-type: none"> <li>Sleeping under truck.</li> </ol>	
Arc welding	<ol style="list-style-type: none"> <li>Welding screen not used.</li> </ol>	
General	<ol style="list-style-type: none"> <li>Absence of Supervisor at work site.</li> <li>Leaving loose sheets on the roof tops.</li> </ol>	
V	Fatal Accidents/Permanent disability.	20% of contract value subject to Min. Rs.1 lakh and Max.Rs.5 lakhs or banning of business dealing or both

**Note :**

- Any other violation which is not listed above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above.
- Independent of the above ,the contractor shall be debarred or deregistered from taking up further contractual work in VSP in case of any repeated fatal accidents after third incident for the reasons attributable to contractor.

- 3) Safety violations have been classified into 5 categories (I to V) .Without prejudice to the right conferred by the clause no 16(g) of special conditions of contract for stoppage of work for violation of safety rules , the contractor shall be liable for penalty at the rates as indicated depending upon the category of violations .
- 4) The penalties mentioned above are in addition to those ,which are applicable as per the statutory acts & Rules . In case of any imposed penalty by any statutory authority , the same shall be over and above the contractual clauses.
- 5) The above penalties related to the accidents mentioned at Category V will be imposed on agency in case the reasons to the accidents are attributable to the agency .

**Authority for imposing penalties:**

- I) Penalty for violations falling under the Categories (I), (II) & (III) will be imposed by contract operating authority i.e Engineer I/c based on the findings by the designated officer of SED/Departmental Safety Officer/Zonal/ Project Safety Officer/Operating Authority, a copy of the penalty imposition advice will be endorsed to the In-charge, SED for his information.
- II) Penalty for the violations falling under the Categories (IV) & (V) will be imposed by the Engineer I/c based on the recommendation of Head of SED in consultation with the Head of Operating Department.
- III) The penalty amount shall be recoverable from any bill and/or EMD/SD of the contractor without any further reference to him.
- IV) For violations falling under the Category (V), beside penalty, action for banning of dealings with the contractor will be initiated if recommended by the committee for enquiring into fatal cases.

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