

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
Regional Office
Room No : 261, Main Admin. Building
Visakhapatnam, AP - 530031
Phone : 0891 - 2518016 Fax: 0891 - 2518316
E-mail: psgupta@vizagsteel.com

Visit us at www.vizagsteel.com

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

This document is issued to:

Shri/Messers: _____

after receiving Rs.500/- towards cost of application document

DD/B.Ch.No. _____ Dated _____
On _____

(Signature of the Application Issuing Authority)

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

Shri/Messers: _____

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

DD/B.Ch.No. _____ Dated _____
On _____

(Signature of the Applicant)

(Strikeout whichever is not applicable)

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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

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NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF TRANSPORTERS
REF: VSP/MKTG/TR/EMP/RO(A)/01 OF 2008-09 DT. 20/12/2008

Applications in the prescribed format are invited from experienced / established agencies for Empanelment as transporters for a maximum period of 3 years by RINL/VSP for Road Transportation of Steel materials between / from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh** through the Reverse Auction Process.

- 1. Availability of Application:** The Application along with terms & conditions shall be available for sale in the Regional sales office at the above address on all working days till 19/01/2009. Thereafter the applications are also available at the same address till 30/11/2011 for empanelment based on the fulfillment of requirements as mentioned in the application form.

The application along with terms & conditions shall also be available on VSP's website www.vizagsteel.com for downloading on all days till 19/01/2009. The application downloaded from website shall be equally legally valid for participation in the empanelment process on par with the application purchased from the Company through manual process. In case the application is downloaded from website, the Demand Draft for Rs 500/- towards cost of application should be submitted along with the Application.

- 2. Cost of Application:** The cost of Application Rs. 500/-(Rupees Five hundred only) should be paid by Account Payee Demand Draft drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED on any **Scheduled Commercial Bank** payable at **Visakhapatnam**. No other mode of payment shall be accepted.
- 3. Last date for submission of Application:** The last date for submission of application along with terms & conditions for a maximum period of empanelment of three years will be 20/01/2009. However, the eligible transporters can obtain and submit application at any time after 20/01/2009 but before 30/11/2011 as the empanelment process is continuous. The transporters who submit valid applications on or before 20/01/2009 will be considered for empanelment for a period of 3 years i.e., from 01/04/2009 to 31/03/2012 based on fulfilling the requirements as mentioned in the application form. The valid applications received after 20/01/2009 will be considered for empanelment for the balance period only i.e., from the date of empanelment until 31/03/2012. However, the transporters who are having valid empanelment certificate will only be permitted to participate in the ensuing Reverse Auction process. The applications along with terms & conditions duly filled in are to be submitted in the Regional sales office at the above address on or before 20/01/2009 for empanelment from 01/04/2009 for three years, and on any working day on or after 20/01/2009 but before 30/11/2011 for empanelment of agencies who have not applied before 20/01/2009 but intend to be empanelled.

4. **Empanelment period:** The empanelment shall be for a period of 3 years i.e., from 01/04/2009 to 31/03/2012. However, for the transporters who have submitted valid application along with terms & conditions after 20/01/2009, the empanelment period will be from the date of issue of empanelment certificate until 31/03/2012. The contracts for the destinations mentioned above will be finalised once in every 3 months starting from 01/04/2009 through the process of reverse auction to be conducted in the preceding month.
5. The process of reverse auction for bidding etc will be communicated to the empanelled transporters in due course to facilitate them to participate in the reverse auction.
6. **Special conditions:** The applications (signed with date and seal) should be accompanied by the following.

- i) Notarised 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 and that their financial net worth is not negative during the preceding three financial years.
- ii) Security Deposit: Security deposit for a value Rs 5 lakhs either in the form of A/c payee DD drawn in favour of RINL, Visakhapatnam payable at **Visakhapatnam** or in the form of BG (as per Annexure-A enclosed) valid upto 31/03/2013 issued by any **Scheduled Commercial Bank** where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed). **However the BG shall be dated on or after the date of publication of "application for empanelment"**.
- iii) (a) Copy of recommendation from Indian Banks' Association (IBA) valid upto a **minimum period of 4 months from the last date of submission of application.**
(or)
(b) A certificate from practicing Chartered Accountant to the effect that the Applicant has handled transport contracts with freight earnings of value not less than Rs.20 lakhs (Rupees Twenty lakhs only) in any one of the preceding five Financial years (2003-2004 to 2007-2008) or in the current financial year (2008-2009) mentioning the details of major contracts.
Applications without either of these certificates shall not be considered.
- iv) Copy of audited accounts for the preceding five financial years in case of annual turnover is more than 40 lakhs. In case annual turn over is less than 40 lakhs either of the following documents should be submitted
(a) Turn over certificate in the format, enclosed at Annexure- L to the Terms and Conditions of Contract, duly issued by a practicing Chartered Accountant
(or)
(b) Copies of TDS certificates, comprising of the Gross Bill values, issued by the

Deductor for the works done by the applicant.

7. The agencies empanelled by VSP for AIRTC 2008-2011 at Visakhapatnam and the empanelled transporters of any Region will automatically be deemed to have qualified for this empanelment subject to submitting a fresh Security Deposit for Rs. 5.0 lakhs along with the application document and Terms & conditions of notice inviting application of that Region to the respective Regional Manager provided their original empanelment for AIRTC 2008-2011 or in any Region has not been revoked or lapsed.
8. 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.
9. **Contact Person** : M Vijaya Kumar, Manager(Mktg), RO(Andhra) (09866332734)
10. 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 Security Deposit.
11. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.
12. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of applications or applications by post.
13. 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.

P S GUPTA
REGIONAL MANAGER (ANDHRA)

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 between/from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh**.

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 familiarise 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 labour 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 Authorised Agents at the originating stations as well as the destinations to be quoted for and submit the list of existing Branch Offices and Authorised Agents. Wherever Branch Offices / Authorised Agents do not exist at the originating stations/ 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. The **application** should be accompanied by a Security Deposit for a value Rs 5 lakhs either in the form of A/c payee DD drawn in favour of RINL, Visakhapatnam payable at **Visakhapatnam** or in the form of BG (as per Annexure-A enclosed) valid upto 31/03/2013, issued by any **Scheduled Commercial Bank** where RINL/VSP is having its Branch Offices (as per Annexure-H enclosed). **However the BG shall be dated on or after the date of publication of "application for empanelment"**.
8. This Security Deposit is to establish the earnestness of the **applicant** so that he does not withdraw, impair or modify the offer within the validity of the **offer** and also for execution of the contracts awarded to him as per the terms and conditions of the contract .The **applications** without 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.

9. The applicants should have either of the following:
- (a) Recommendation from Indian Banks' Association (IBA) valid **upto a minimum period of 4 months from the last date of submission of application. A copy of the recommendation shall be submitted.**
- (or)
- (b) Should have handled transport contracts with freight earnings of value not less than Rs.20 lakhs (Rupees Twenty lakhs only) in any one of the preceding five financial years (2003-2004 to 2007-2008) or in the current financial year (2008-2009). A certificate from practicing Chartered Accountant to the effect mentioning the details of major contracts is to be submitted.

Applications without either of these certificates shall not be considered.

10. The **applicant** shall submit Original notarised affidavit (in Rs 100/- non-judicial stamp paper) to be sworn in by any of the Director/Managing Director incase of companies, Managing Partner or any of the Partner incase 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 and that their financial net worth is not negative during the preceding three financial years.
11. 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.
- 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 in token of acceptance thereof.
 - ii) IBA Certificate or Certificate (original) from practicing Chartered Accountant as mentioned at para-9 above.
 - iii) Security deposit for a value of Rs 5 lakhs as mentioned at Para-7 above.
 - iv) A notarised affidavit (Original) as mentioned at para-10 above
 - v) Copy of audited accounts for the preceding five financial years incase of annual turn over is more than 40 lakhs. Incase annual turn over is less than 40 lakhs either of the following documents should be submitted

(a) Turn over certificate in the format, enclosed at Annexure-L to the Terms and Conditions of Contract, duly issued by a practicing Chartered Accountant

(or)

(b) Copies of TDS certificates, comprising of the Gross Bill values, issued by the deductor for the works done by the applicant.

12. 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.

13. **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 SD.

14. 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.

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

- a) Covering letter.
- b) **Application** issued by VSP/down loaded 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. 500/-) in case it is down loaded from VSP's website
- d) SD for a value of Rs 5 lakhs
- e) All other documents & information as mentioned at para 11 above.

This envelope shall be super scribed as "Application along with terms & Conditions against notice no: VSP/MKTG/TR/EMP/RO(A)/01 OF 2008-09 DT.20/12/2008 for invitation for Empanelment of transporters".

15.2 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 Web Site. 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**.

16. **The applicant's offer for empanelment of transporters submitted as above should be kept valid upto 31/03/2012. The same shall be mentioned in the covering letter.**
17. **VSP is planning to go for 3 months transportation contract** for each item detailed at **Annexure I & J** through reverse auction process. Every time the firm indicative quantities against each item and the start of reverse auction date and time will be informed to all the empanelled transporters in advance. **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.
18. **The prices offered in each reverse auction process shall be valid for the entire contract period of 3 months.**
19. The transporter can quote for any number of items in the reverse auction process. There will be only one transporter to each item. However there is no restriction in award of number of items to transporters **in the event of them being L-1.**
20. In case of notice of any cartel formation, VSP reserves the right to cancel the **auction.**
21. RINL/VSP reserves the right to accept / 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.
22. 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.
23. 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.

APPLICATION FORM

From

To

The Regional Manager (Andhra)
Regional Office
Room No: 261, Main Admin. Bldg,
Visakhapatnam Steel Plant
Visakhapatnam, AP – 530031.

Dear Sir,

Sub: Application for empanelment of Transporters for Road Transportation of Steel materials between / from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh** through the Reverse Auction Process.

Ref: **Notice inviting applications along with terms & conditions for empanelment vide no: VSP/MKTG/TR/EMP/RO(A)/01 OF 2008-09 DT. 20/12/2008**

With reference to the cited notice for empanelment with RINL for Road Transportation of Steel materials from/between stockyards through the process of reverse auction, 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 upto 31/03/2012.

I/we hereby declare that we have read and understood and agreed to abide by and fulfil your Terms and Conditions of invitation for empanelment of Transporters for Road Transportation of Steel materials between / from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh** 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 5 Lakhs only (Rupees Five Lakhs only) in favour of RINL,
Visakhapatnam Steel Plant payable at _____ or Bank
Guarantee in the format at Annexure-A for Rs 5 Lakhs (Rupees Five Lakhs)
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) Whether Copy of Partnership Deed duly attested: is enclosed
 - iv) Particulars of Registration of the Firm under the Partnership Act
 - C) In case of companies:
 - i) Date of Registration, including Date of Commencement Certificate in case of Public Companies (Certified copies of Memorandum and Articles of Association and certificate of incorporation/ commencement of business to be submitted)
 - ii) Nature of business and provision of Memorandum of Association thereto
 - iii) Name, particulars & address of all the Directors :
 - iv) Previous experience (Details to be furnished) :
 - v) Authorised, Subscribed & paid up capital :
 - vi) If transportation business is not covered in the business for which the Company is registered, then amendment to that effect to the Memorandum of Association duly notified to the registrar of Companies and acknowledgement there to is to be submitted.
2. Are you doing business in any other name? If so, details thereof and extent of interest of Directors / Partners / Sole Proprietor of the applicant, in those businesses to be furnished
3. Are you / your partners / directors having any relatives working in RINL, VSP. If so, furnish details
4. Name and address of Bankers :

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

Freight Earnings in	2003 – 2004	:
	2004 – 2005	:
	2005 – 2006	:
	2006 - 2007	:
	2007 - 2008	:

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

Turnover in	2003 – 2004	:
	2004 – 2005	:
	2005 - 2006	:
	2006 - 2007	:
	2007 - 2008	:

7. Indicate your Income Tax Permanent Account No. :

8. List of Branch Offices or authorised agents at originating/destination stations (mentioned at Annexure I & J), their addresses & contact phone nos. to be enclosed.

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

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

11. 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 The "Engineer Incharge" shall mean Sr, Branch Manager of respective originating branch of each work order.
- 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 **action** 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 labour

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. ***The Contracts will be finalised once in every 3 months starting from 01/04/2009 through the process of reverse auction. The contract period shall be for a period of 3 months.*** 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.
- 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 of Rs.5 lakhs. In case the Contractor fails to do so, ***the Employer reserves right to terminate his empanelment including termination of pending contracts.***
- 4.2 The 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 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 SD.
- 5.1 The contractor shall maintain his own Branch Offices / Authorised Agents at the originating branches as well as at the destinations through out the period of contract. Wherever Branch Offices / Authorised Agents do not exist, the same shall be opened / appointed within 7 days from the date of placement of order.
- 5.2 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.
- 6.1 The Contractor shall be responsible for collection of DOs / indent / Stock Transfer Advice (STA) / Dispatch Advice (DA) from the concerned office on daily basis. Failure to collect DOs / indents / STAs / DAs shall not absolve the Contractor from consequential responsibility.
- 6.2 The Contractor shall place sufficient number of vehicles within 24 hours of the Dos / indent / notice given to him. The maximum quantity for a single DO / STA / DA shall be 100 MT. A penalty of Rs. 40 /- per MT per Day shall be imposed on the Contractor (subject to a maximum of 10% of the freight) for the quantity not lifted within the time stipulated in the DO / STA / DA.
- 6.3 ***The DOs / STAs with left out quantity less than 17 MT in case of Trucks and 25 MT in case of Trailers shall be short closed at the request of the contractor without imposing any penalty 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 12.5) or for evaluating the performance of the contractor at the end of the contract period (as per clause 12.2). Moreover, if the transporter is interested to lift***

more than the DO / STA quantity to make up for the Truck load /Trailor load, the same may be considered.

- 6.4 Normally, loading of materials on to the Contractors' vehicle at the originating stations and unloading of materials at the destination stations shall be arranged by the Employer / Customer. In case unloading of materials at the destination station is required to be arranged by the Contractor, the same shall be indicated in the DO / indent /STA / Dispatch Advice and the Contractor shall be paid **Rs. 30/- pmt for the same**. Under no circumstances, demurrages / detention charges shall be payable to the Contractor under this Contract.
- 6.5 The Contractor shall not load any other cargo belonging to any other party in the vehicle carrying the Employer's material.
- 6.6 The Contractor shall ensure that the following documents accompany the vehicle:
- a) Employer's Stock Transfer Challan (STC) / Delivery Challan (DC)
 - b) Lorry Receipt (L/R) indicating the following details:
 - i) Truck / Trailor 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 issued by Sales Tax Department/CTD. Copy of invoice wherever applicable
- 6.7 The Contractor shall allow the Employer's representative to travel as escort, free of cost, as and when required by the Employer.
- 6.8 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 /DC. In case any transshipment becomes inevitable due to breakdown etc., enroute it shall be done only with prior approval of the Employer (Branch Manager of the Originating Station) after furnishing the reasons for transshipment. However, the transit period including grace period shall be as per annexure I & J.
- 6.9 Transit time (excluding the day of DO / STC) shall be as per details given in annexure I & J. For delay beyond the above-specified time, penalty shall be levied at the rate of 3% of the freight charges for every week or part thereof, subject to a maximum of the freight charge, except in case of force majeure. In force majeure situations, levy of penalty 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 Telegram / Fax / E-Mail with proof of news paper clippings.
- 6.10 **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.

- 6.11 In case of non-delivery of material within 10 days after expiry of transit time as specified in the annexure I & J, the material shall be treated as shortage and recovery shall be made from the Contractor in accordance with Clause No. 6.9 & 9.2 thereof.
- 6.12 After unloading of the material at the destination, the Contractor shall handover the documents as listed at Clause No. 6.6 to the Consignee. The Contractor shall also obtain the following documents from the Consignee:
- a) Acknowledgement from the authorised representative of the Consignee along with his name and rubber stamp with the following details on the 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 weigh bridge in support of the Weights acknowledged on the Lorry Receipt (L/R).
- 7.1 For the services rendered by the Contractor, the Employer shall pay to the Contractor as per the **awarded rates in the work order**. The rates shall be applicable for transportation of material from the originating station or any other location within 20 km road distance from the city limits of originating station to the destination or any other location within 20 km road distance from the city limits of destination station.
- 7.2 The rates shall remain firm during the tenure of 3 months period of the contract.
- 7.3 For transportation of all types of Wire Rod coils (WRC) & Rebar Coils (RBC) of all sizes, Blooms upto 6.0 Mtrs length & Ingots, Cut/bent materials of all types / sizes of steel products etc. payment shall be made under the Item 'Steel by truck' irrespective of the vehicle used for transportation.
- 7.4 All full length material (including assorted), and cut materials having length beyond 6 mtrs, shall be transported by Tractor. **However, the employer shall have right to transport cut/bent materials of all types or Blooms upto 6.0 Mtrs & Ingots also by Tractor, depending on the requirement. Coil material shall not be dispatched by tractor under any circumstances.**

7.5 ***In case of originating destinations or stations where weigh bridges are not available in the premises / in the vicinity of the premises, the Contractor has to travel extra distance 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.***

8.1 The Contractor shall submit his bills every fortnight to the Branch Manager of the Employer at the originating station/destination station (in case of Inter Branch Stock Transfer) 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 (consignor Branch/ Consignee branch in case of IBST) shall arrange payment within a month from the date of receipt of clear bills with required supporting documents after recovery for shortages or any other dues as per contract. The following are the documents to be submitted by the contractor to the respective branches for release of payment.

- 1) Bill containing details as per format at F.
- 2) Employer's Stock Transfer Challan (STC) / Delivery Challan (DC)
- 3) Consignment note/ Lorry Receipt (L/R) with the following:
 - a) Truck / Tractor Registration No.
 - b) Date of despatch.
 - c) Number of Pieces/ Coils / Bundles and Weight of material despatched
 - d) Date of delivery to the Consignee.
 - e) Number of Pieces / Coils / Bundles and Weight of material delivered to the Consignee.
 - f) Consignee's acknowledgement for (d) & (e) above, with the name of the person who received the consignment and rubber stamp of the Consignee.
- 4) Weighment Slips of the Employer in support of the Weights mentioned on the Lorry Receipt (L/R).
- 5) **The duly acknowledged weighment slips of the weigh Bridge at the destination from consignee.**
- 6) **In case of claiming any reimbursement under the contract like octroi etc, supporting bills in proof of payment.**
- 7) **Certificate from the transporter duly endorsed by Engineer I/c stating that they do not employ manpower exclusively to carry out transportation of VSP products, but they are also engaged in transportation of goods belonging to different organizations simultaneously.**

- 8.2 The payment shall be made for the weight of material despatched as per the acknowledgement on the Lorry Receipt. **However, price for recoveries of shortages as mentioned under clause 9.2 shall be including freight charges.**
- 8.3 The contractor shall bear and pay all taxes, duties and other liabilities which are applicable or which may become applicable to the contractor, in connection with the discharge of his liabilities under this contract, except Service Tax.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 The payments/refunds shall be made by EFT/RTGS to the Bank account of the Contractor. The contractors have to furnish the necessary details of bank account in the format prescribed at Annexure-C.
- 8.8 The contractor shall comply with the requirements as may be necessary under VAT rules of the relevant State in connection with the transportation of the materials.
- 9.1 The weights, number of pieces / bundles / coils and measurements (if not standard) of materials / goods / consignments mentioned in the STCs / DCs 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.
- 9.2 Since there is a possibility of variation between the weighing scales at the despatching station and destination station, no recovery shall be made from the

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

- 9.3 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.
- 9.4 The Contractor may obtain suitable Insurance against loss / damage of material in his custody in his own interest and at his own cost.
- 10.1 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 authorisation from competent authority. Any contingency arising in this respect shall be entirely the Contractor's responsibility.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 11.1 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.
- 11.2 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 favour or disfavour to any person in relation to this contract, shall make the contract liable for cancellation at the discretion of the Employer.

- 11.3 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.
- 11.4 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.
- 12.1 If the Contractor is found to have indulged in unauthorised 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, The contractor **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.
- 12.2 The contractor shall lift 85% of the contract quantity or 85% of the total Delivery Orders/ STAs quantity which ever is lower (However the DOs/STAs if any are cancelled/short closed by VSP for the reasons attributable to VSP, or short-closed due to balance quantity less than the carrying capacity i.e., less than 17 MT in case of Trucks/ 25 MT in case of Trailors, such quantities **shall** not be considered under DO/STA quantity for performance calculation as above) failing which the contractor shall be liable for the following:
- (a) Forfeiture/encashment of Security Deposit
 - (b) **Debarring** from participation in further auctions in the balance empanelment period. The unexecuted existing contracts **shall** also be terminated.
- The decision of VSP in this regard i.e., Branch Manager of concerned branch shall be final and binding.***
- 12.3 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.
- 12.4 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 upto the date of such expiry / termination are delivered by the Contractor.
- 12.5 The eligibility for participation in the next reverse Auction will be decided based on the performance of the contractors' as on last day of 2 months period of the ongoing 3 months contracts. However, if the contractor failed in the overall

performance of 3 months contract, the work orders issued **shall** be cancelled and the actions provided under clause no. 12.2 shall be made applicable.

The eligibility criteria will be as follows:

The transporter should have lifted 2/3rd of 85% quantity as explained at clause 12.2 above excluding DOs / STAs under execution as on last day of 2 months period.

It may be noted that only those empanelled transporters who have fulfilled the criteria mentioned above in the current 3 months contract shall be allowed to participate in the next Reverse Auction.

12.6 **All the work orders issued to the transporter(s) who have failed to fulfil the criteria as per clause 12.2, shall be cancelled and Reverse Auction will be again conducted for those destinations (where the work orders have been cancelled) immediately.**

13.1 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, either party may forthwith notify the other in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole arbitrator to be nominated by the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant. In case designation of the Chairman-cum-Managing Director is changed or his office is abolished, the officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director, RINL, Visakhapatnam Steel Plant by whatsoever designation such officer is called, shall nominate the sole arbitrator to adjudicate upon the disputes and there shall be no objection to any such nomination / appointment that the sole arbitrator is an officer / employee of the Visakhapatnam Steel Plant.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of the Advocates and expenses relating to the presentation of witness shall be borne by the respective parties. Should the Arbitrator give a specific award in respect of costs then it would prevail.

13.2 The Arbitrator nominated by the Chairman-cum-Managing Director of RINL / VSP shall be the sole judge to decide the questions / claims / disputes / differences referred to him for arbitration and his decision shall be final and binding on both the parties.

13.3 The place of arbitration shall be Visakhapatnam.

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

13.5 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 unless the decision of the arbitrator is obtained and same as those which are otherwise expressly provided in the contract, no payment due or payable by the Employer shall be with-held on account of such arbitration proceedings unless it is a subject matter or one of the subject matters thereof.

- 13.6 The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Employer's right to file and prosecute under the applicable law for any and/or all sums that the Employer claims to be due and owing by the Contractor to the Employer under this Contract.
- 13.7 The courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions / disputes / differences of any kind whatsoever arising under or in connection with the terms and conditions of the contract.
- 13.8 In case any amounts are recoverable under the contract, VSP reserves its right to recover the same either from the bills of the contractor or by encashing the Security Deposit partly or fully. In case the amount recoverable still falls short, VSP reserves its right to invoke arbitration as per clause no 13.1.
- 13.9 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.

14.1 ***The Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (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 Labourers 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 Engineer- 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.

14.2 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

15 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)

Name & Address of the Bank :
Bank Guarantee No. :
Date of issue :
BG Validity : upto 31/03/2013
Date of Expiry :
BG Value : Rs.5,00,000 (Rupees Five lakhs only)
Ref: VSP's Enquiry No : **VSP/MKTG/TR/EMP/RO(A)/01 OF 2008-09
DT. 20/12/2008**

For : Empanelment of Transporters for Road Transportation of Steel materials between / from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh** through the Reverse Auction Process

Subject : Security Deposit

To,

M/s Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant

1. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, (hereinafter called the Company) having agreed to accept the Security Deposit of Rs.5 lakhs (Rupees Five lakhs only) submitted to the Company by M/s _____(hereinafter called 'the Contractor') for Empanelment with Company for Road Transportation of Steel materials between / from from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh** 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 5 lakhs /(Rupees Five lakhs 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 5,00,000/(Rupees Five Lakhs) 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 upto Rs 5 Lakhs (Rupees Five Lakhs) and the guarantee shall not become invalid or infructuous because of the partial demand or demands made by the company and this guarantee shall hold good in favour 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

_____ and they shall
honour such demand in any case not later than next working day.

Dated _____ day of _____ 200

Yours faithfully,

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The Regional Manager (Andhra)
Marketing Department
Visakhapatnam Steel Plant

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, between / from the Plant at Visakhapatnam / Stockyard at Hyderabad / CSA at Raipur of VSP to various FOR / IBST / DLDS destinations in **Andhra Pradesh & Chhattisgarh**, 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

Engineer 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 Name :
 (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

BILL FORMAT

Bill No. _____ Date of Submission Bill _____

Name of the Transporter : _____ Name of the Consignor _____

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

Billing Period : From : _____ To: _____

SI No.	DO / STA No.	DO / STA Date	DC / STC NO.	DC / STC Date	L/R No.	Vehicle No.	Material & Grade	DC / STC Wt.	Item Rate applicable on the date of lifting	Freight Amount	Delivered Weight.	Shortage Weight	Shortage Allowance 0.10%	Net Shortage	Material Rate as per DC / STC	Recovery for net Shortage	Actual Transit period	Transit Period as per Contract	Transit Delay in Days	Recovery for Transit Delay	Recovery for any other reason	Penalty for Delay Lifting	Net Payment

List of Branch Sales offices of RINL/VSP

Annexure-H

S NO	Name of the Branch	Address
1	BSO-Chennai	INDIA GARAGE BUILDING, 184, ANNA SALAI, CHENNAI – 600 006
2	BSO-Coimbatore	SUGUNA BUILDING, 1ST FLOOR, 707, AVANASHI ROAD, COIMBATORE – 641 037
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	,PRAKASH DEEP BUILDING, 7, TOL STOY MARG, NEW DELHI – 110 001
6	BSO-Ludhiana	MASTER CHAMBERS, 5TH FLOOR, 19, FIROJ 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, SEC. 19, MATHURA ROAD (NH -2), FARIDABAD – 121 001
9	BSO-Ghaziabad	B-5, RDC, SHRI RAVI SHANKAR PLAZA, RAJNAGAR, GHAZIABAD – 200 001
10	BSO-Agra	BLOCK NO.38/4-B, F-10 &11, FRIENDS ENTRE NEAR PANJAB & SIND BANK, SANJAY PLACE, AGRA-282 002
11	BSO-Kanpur	117/L/452, CHANNI HOUSE, 1ST FLOOR, NAVEEN NAGAR, (NEAR) DOUBLE PULIA, KANPUR – 208025
12	BSO-Jaipur	OPP: ALL SAINT CHURCH,C-300, SANSARVILLA, M.I.ROAD, JAIPUR – 302 001
13	BSO-Dehradun	33/20, GANAPATI KUNZ, CIRCULAR ROAD, DALANWALA, DEHRADUN – 248 001
14	BSO-Mumbai	101, FREE PRESS HOUSE, FREE PRESS JOURNAL ROAD, MUMBAI – 400 021
15	BSO-Pune	3025/B, SHREENIDHI CHAMBERS, 1ST FLOOR, 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, RAFAEL TOWERS, 812, OLD PALASIA, INDORE - 452 001
18	BSO-Nagpur	317, RAVINDRANATH TAGORE ROAD, CIVIL LANES, NAGPUR – 440 001
19	BSO-Kolkata	1, ACHARYA J.C. BOSE ROAD, 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- 300 001
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, GROUND FLOOR, HYDERABAD

Steel By Truck category items

Annexure - I

Sl No	Originating Branch / Place	Destination	Firm quantity for total period of contract (MT) (Will be indicated before start of each reverse auction)	Transit time allowed (Days)
1	Visakhapatnam	Vizianagaram		1
2		Palakonda (Srikakulam)		1
3		Rampachodavaram (E.G Dist)		1
4		Tanuku(W.G Dist)		1
5		Yanam (Pondicherry)		1
6		Vijayawada (Krishna)		1
7		Guntur		1
8		Ongole (Prakasam)		2
9		Nellore		2
10		Tirupathi (Chittore)		2
11		Kadapa		2
12		Khammam		2
13		Anantapur		2
14		Hanamkonda (Warangal)		2
15		Suryapet(Nalgonda)		2
16		Krishnapatnam		2
17		Kakinada		1
18		Rajahmundry		1
19		Jammalamadugu		2
20	Raipur	Korba		1
21		Dhamtari		1
22		Raigarh		1
23		Bilaspur		1
24		Durg		1
25	Hyderabad (Nagulapalli)	Manchiryal(Adilabad)		1
26		Sangareddy(Medak)		1
27		Mahboobnagar		1
28		Kurnool		1
29		Nizamabad		1
30		Vikarabad(Ranga Reddy)		1
31		Palvancha (Khammam Dist)		1
32		Ibrahimpattam (Krishna Dist)		1
33		Jaggayyapet (Krishna Dist)		1
34		Satrasala Village,NSTPD (Guntur)		1
35		Srisailem West (Kurnool Dist)		1
36		Muddanur (Cuddapah Dist)		2
37		Bhoopalapalli (Warangal Dist)		1
38		Revalapalli Vill. Gadwal (Mahboobnagar Dist)		1

Steel By Trailor category items

Annexure - J

Sl No	Originating Branch / Place	Destination	Firm quantity for total period of contract (MT) (Will be indicated before start of each reverse auction)	Transit time allowed (Days)
1	Visakhapatnam	Vizianagaram		1
2		Palakonda (Srikakulam)		1
3		Rampachodavaram(E.G Dist)		1
4		Tanuku(W.G Dist)		1
5		Yanam (Pondicherry)		1
6		Vijayawada (Krishna)		1
7		Guntur		1
8		Ongole (Prakasam)		2
9		Nellore		2
10		Tirupathi (Chittore)		2
11		Kadapa		2
12		Khammam		2
13		Anantapur		2
14		Hanamkonda (Warangal)		2
15		Suryapet(Nalgonda)		2
16		Krishnapatnam		2
17		Kakinada		1
18		Rajahmundry		1
19		Jammalamadugu		2
20	Raipur	Korba		1
21		Dhamtari		1
22		Raigarh		1
23		Bilaspur		1
24		Durg		1
25	Hyderabad (Nagulapalli)	Manchiryal(Adilabad)		1
26		Sangareddy(Medak)		1
27		Mahboobnagar		1
28		Kurnool		1
29		Nizamabad		1
30		Vikarabad(Ranga Reddy)		1
31		Palvancha (Khammam Dist)		1
32		Ibrahimpattam (Krishna Dist)		1
33		Jaggayyapet (Krishna Dist)		1
34		Satrasala Village,NSTPD (Guntur)		1
35		Srisailam West (Kurnool Dist)		1
36		Muddanur (Cuddapah Dist)		2
37		Bhoopalapalli (Warangal Dist)		1
38		Revalapalli Vill. Gadwal (Mahboobnagar Dist)		1

DEED OF INDEMNITY
(On Rs 100/ Stamp Paper)

This Deed of Indemnity is made on this _____ day of _____ 2009 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

(TO BE ISSUED BY A PRACTICING CHARTED ACCOUNTANT ON HIS LETTER HEAD)

TO

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM- 530 031.

Dear Sir,

Sub: Turnover Certificate for participation in open notice for Empanelment issued by RINL.

1. This is to certify that M/s. _____
(Name and address of the Agency) are in the business for _____
completed years (considered up to 31st March of last Financial Year). Their turnover in each
of the preceding 5 (Five) Financial years is as given below:

Financial Year	Turnover in the year (In Rupees)
2003-2004	
2004-2005	
2005-2006	
2006-2007	
2007-2008	

2. It is further certified that the above turnover is in line with the turnover declared by the agency
in their Income Tax Returns filed under PAN No. _____ for the
assessment of relevant years.

(OR)

Incase of non-filing of Returns under IT Act, the above is in line with Sales tax Returns
submitted by the Agency under RC No. _____ which are verified by us.

Date:
Place:

(_____)
Signatory
Name:
Seal: