

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt. of India Enterprise)
Stores Department**

Central Stores Building, Visakhapatnam-530 031
Phones: 0891-2518412, Fax: 0891-2518491.
Visit us at www.vizagsteel.com

NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF TRANSPORTERS

REF: STR/TR/ANGUL/EMPANELMENT/2018-21 Dt: 11/05/2018

Applications in the prescribed Form are invited from experienced / established agencies having Indian Banks' Association (IBA) recommendation for **Empanelment as transporters for maximum period of 3 years by RINL/VSP for Road Transportation of Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam.**

- 1.0 Application: The application along with terms & conditions is enclosed.
- 2.0 **Last date for submission of Application:** The last date for submission of application along with terms & conditions for the maximum period of empanelment of three years will be **30/05/2018**. The transporters who submit valid applications on or before **30/05/2018** will be considered for empanelment for a period of 3 years i.e., from **01/06/2018 to 31/05/2021** based on fulfilling the requirements as mentioned in the application form.

Applicants may please note that this tender notice is to empanel transporters for the transportation of aluminum coil/ingots from M/s NALCO, Angul (Odisha) to Visakhapatnam Steel Plant. **The applications along with terms & conditions duly filled in are to be submitted in the Office of Sr.Manager (Stores-Transport) on or before 30/05/2018 at 10:30 AM for empanelment from 01/06/2018 for three years.** The applications shall be opened on **30/05/2018 at 11:00AM.**

Any applicant who could not submit the application before the above last date may submit their applications along with terms & conditions duly filled along with Security Deposit any time but before **15/10/2020**. Such applications, if found Techno commercially acceptable, will be considered for empanelment for the remaining period till **31/05/2021**.

Applicants who are interested in empanelment can download the tender documents from our Website: www.vizagsteel.com and submit their application as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the applicant may contact over phone or e-mail to the contact persons mentioned at Sl. No. 6.0 for the tender documents.

- 3.0 Empanelment period: The empanelment shall be for a period of **3** years i.e., from **01/06/2018 to 31/05/2021.**
- 4.0 All empanelled transporters will be eligible to participate in reverse e-auction for award of contract. The process of reverse e-auction for bidding etc., will be communicated to the empanelled transporters in due course to facilitate them to participate in the reverse e-auction.
- 5.0 The Number of sources for award of contract will be limited to 2 (**two**) only.
- 6.0 Contact Person:
(1) Shri K.Sreenivasa Rao, Asst.General Manager(Stores-Transport),
email: kandregula@vizagsteel.com
(2) Shri. J Madhava Rao, Dy.General Manager (Stores-Transport),
email: jmrao@vizagsteel.com

PRE QUALIFICATION CRITERIA

- 1.1 Security deposit for a value of rupees 7.50 **lakhs** in the form of A/C payee demand draft drawn in favour of **RINL/ VISAKHAPATNAM STEEL PLANT, payable at Visakhapatnam.**
- 1.2 Duly notarized copy of recommendation from Indian Bank's Association valid upto a minimum period of 4 months from the last date of submission of application to be submitted.
- 1.3 The transporters should have branch Offices at Visakhapatnam as well as at Angul and their addresses & contact persons phone nos., email Id's are to be enclosed. Ref: Clause: of "**Instruction to Applicants**".
- 1.4 Details of transport contracts handled with details of freight earnings during the preceding three financial years.
- Freight Earnings in
2015-2016
2016-2017
2017-2018
- 1.5 Indicate your Income Tax Permanent Account No:

- 1.6** 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 and that their financial net worth is not negative during the preceding three financial years.

- 1.7 INTEGRITY PACT:** The applicant is required to unconditionally accept the Integrity Pact placed at Annexure-H and shall submit the same duly signed along with the offer. Offer of the tenderer received without integrity pact duly signed, shall not be considered. The details of Nodal officer and Independent External Monitor(s) (EIMs) are as given below:

NODAL Officer:

**Shri A Bhattacharya, GM(MM)
Rashtriya Ispat Nigam Ltd.,
Visakhapatnam Steel Plant
Visakhapatnam- 530 031
Ph.No.0891-2518370:
Fax.No.0891-2518397.**

Independent External Monitor(s):

**Shri Siva Prasad Rao
Flat No.4H, South Park Apartment
Opp.HDFC Bank
Nallagandla Bypass Road,
Nallagandla, Serilingampally,
Hyderabad – 500019.**

Other Conditions:

- 1.0 The empanelment certificate will be issued by VSP only after realization of amount of Demand Draft towards Security Deposit.
- 2.0 The qualified transporters should produce the originals of the documents / certificates for verification by VSP whenever called for. Failure to do so, would result in disqualification and forfeiture of Security Deposit.
- 3.0 RINL/ Visakhapatnam Steel Plant will not be responsible for any delay, loss or non receipt of applications.
- 4.0 RINL/ Visakhapatnam Steel Plant 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 RINL/ Visakhapatnam Steel Plant.

**RASHTRIYA ISPAT NIGAM LTD
VISAKHAPATNAM STEEL PLANT**

INSTRUCTIONS TO APPLICANTS

Following are Instructions to the applicants for Empanelment and for proposed quarterly reverse e-auctions for Road Transportation of Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam.

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 Central Stores Department of RINL/ Visakhapatnam Steel Plant 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/ Visakhapatnam Steel Plant 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.
6. The **applicant** should have his own Branch Offices or Authorized Agents at Visakhapatnam as well as at ANGUL station. Wherever Branch Offices / Authorized Agents do not exist, the same should be opened / appointed within **7** days from the date of issue of work order after the auction.

7. The applicant should have recommendation of 'Indian Banks' Association (IBA) and submit a copy of the **recommendation valid upto a minimum period of 4 months from the last date for submission of application along with terms & conditions.** Applications without valid IBA recommendation shall not be considered for empanelment and summarily rejected.
8. The application as per format given should be accompanied by a Security deposit (SD) for a value of **Rs 7.50 lakhs in the form** of A/c payee Demand Draft (DD) drawn from any Scheduled Commercial Bank payable to & in favour of RINL/ Visakhapatnam Steel Plant, Visakhapatnam.
9. 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. In case of non realization of amount of DD such applications will not be considered for empanelment.
10. 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 duly filled & signed on all pages by the applicant, including the Terms and Conditions of Contract in token of acceptance thereof.
 - ii) Copy of valid recommendation from **Indian Banks' Association (IBA)** as mentioned at Para-7 above and duly authenticated either by a **Notary or by a Government Gazetted Officer.**
 - iii) Security deposit for a value of Rs. 7.50 lakhs as mentioned at Para-8 above.
 - iv) Integrity Pact duly signed and stamped on each page.
11. The empanelment certificate will be issued by VSP only after realization of amount in case of DD. Further, they will be informed about modalities of reverse e-auction process and registration for participation in reverse e-auction process etc.
12. 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.
13. 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.

- 14.1 The application shall be submitted in a sealed envelope, which shall contain the following:
- a) Covering letter.
 - b) Application duly filled in & signed on all pages including declaration of particulars, Terms and Conditions of Contract in token of acceptance.
 - c) **SD for a value of Rs 7.50 lakhs.**
 - d) All other documents & information as mentioned at para 10 above.

This envelope shall be superscribed as “Application along with terms & conditions against notice no. STR/TR/ANGUL/EMPANELMENT/2018-21 Dt: 11/05/2018 for invitation for Empanelment of transporters”.

- 14.2 The applicant should not alter the Terms and Conditions of Contract and other documents downloaded 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.
15. The applicant's offer submitted for empanelment should be kept valid up to **31/05/2021**. The same shall be mentioned in the covering letter.
16. VSP will go for **6 monthly** transportation contract through reverse e-auction process. At the time of commencement of e-auction process, the indicative quantities and the date/time for the start of reverse e-auction will be informed to all the empanelled transporters in advance.

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

The **number of sources** for award of contract will be limited to **2 (two)** only.

17. The prices offered in **sealed price bid** as per Annexure-E & prices offered in reverse e-auction process shall be valid for the entire contract period of **6 months**.
18. In case of notice of any cartel formation, VSP reserves the right to cancel the reverse e-auction.

19. 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.
20. 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.
21. 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.

The tenderers ,whose applications not considered for empanelment their security deposit shall be returned after finalization without any interest on the security deposit.

RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT
APPLICATION FORM

From

To

The Asst. General Manager (MM-Stores)
 Visakhapatnam Steel Plant
 Visakhapatnam-530 031

Dear Sir,

Sub: Application for empanelment of Transporters for Road Transportation of Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam through the process of reverse e-auction.

Ref : *Notice inviting applications along with terms & conditions for empanelment vide no.*
STR/TR/ANGUL/EMPANELMENT/2018-21/ Dt 11/05/2018

With reference to the cited notice for empanelment with RINL for Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam through the process of reverse e-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 **31/05/2021.**

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your Terms and Conditions of invitation for empanelment of Transporters for Road Transportation of Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam through the process of reverse e-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 7.50 Lakhs** only (Rupees Three Lakhs Seventy Five thousand only) in favour of RINL/Visakhapatnam Steel Plant payable at Visakhapatnam.

Date:

Yours faithfully,

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

Signature and seal
of the applicant

RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT**TERMS AND CONDITIONS OF CONTRACT****FOR ROAD TRANSPORTATION OF ALUMINUM MATERIALS FROM M/S.NALCO, ANGUL (ODISHA) TO VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM.**

- 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 assignees.
- 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.Mgr.(Stores) Transport Section of Central Stores department.
- 2.1 In consideration of the payments to be made by the Employer, the Contractor shall be responsible for transportation of Aluminum materials from M/s Nalco-Angul to Visakhapatnam Steel Plant 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 point of time or throughout the period of the Contract. However, an indicative quantity to be transported will be provided before start of every reverse e-auction. The quantities given are purely indicative and projected only to enable the *transporter* in arriving at the value for participation in reverse e-auction.
- 2.6 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.
- 3.0 The Contracts will be finalized once in every 6 months starting from **01/07/2018** through the process of submission of sealed price bid & reverse e-auction. The contract period shall be for a period of **6 months**. **The number of sources for award of contract will be limited to 2 (two) only.** 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.
- 3.1 Sealed price bid as per Annexure-E is to be submitted before the conduct of reverse e-auction. Sealed price bids shall be opened after the completion of reverse e-auction. Further details regarding submission of sealed price bid and opening of the sealed price bids shall be informed in advance through e-mails/Fax etc.
- 3.2 For evaluation of L1 price, the least price shall be considered as L1 after comparing the price quotations in the sealed price bid submitted and rates arrived in the reverse e-auction process.
- 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.7.50 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 Security Deposit 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 Security Deposit, 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 Security Deposit.
- 5.0 The Contractor shall have recommendation of 'Indian Banks' Association (IBA)'. The recommendation shall be revalidated and kept valid through out 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 e-auctions.
- 6.1 The contractor shall maintain his own Branch Offices / Authorized Agents at Visakhapatnam as well as at Angul through out the period of contract.
- 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 Govt of India introduced e-way bill system under GST regime w.e.f 01.04.2018. As per this, the transporter can generate e-way bill using portal (<https://ewaybillgst.gov.in>) for movement of goods of consignment values more than Rs 50,000/-
- 7.2 The contractor shall place adequate number of vehicles within 24 hours of written intimation by the Employer or his authorized representative (or by M/s Nalco- Angul). However, if the contractor fails to place the required vehicles within a maximum period of 72 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, shall be borne by the contractor.
- 7.3 The Contractor shall not load any other cargo belonging to any other party in the vehicle carrying the Employer's material.
- 7.4 The Contractor shall ensure that the following documents accompany the vehicle:
- a) Delivery Challan)
 - b) Lorry Receipt (L/R) indicating the following details:

- i) Truck Registration no
 - ii) Date of despatch.
 - iii) Number of Pieces / Coils/Ingots and Weight of material dispatched.
- c) Test Certificate for the material despatched, whenever the same is given by M/s NALCO, Angul.
- d) e-way bill , wherever applicable.
- 7.5 The Contractor shall allow the Employer's representative to travel as escort, free of cost, as and when required by the Employer.
- 7.6 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. In case any enroute transshipment becomes inevitable due to breakdown etc., it shall be done only with prior approval of the Employer or his authorized representative after furnishing the reasons for transshipment. However, the transit period including grace period shall not exceed **7** days
- 7.7 Transit time shall be **4/5** days. 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 Fax / Email with proof of news paper clippings.
- 7.8 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.

- 7.9 In case of non-delivery of material within 10 days after expiry of transit time the material shall be treated as shortage and recovery shall be made from the Contractor.
- 7.10 After unloading of the material at the destination, the Contractor shall handover the documents as listed at Clause No. 7.4 to the Manager(Stores)- Ferro Alloys/VSP. The Contractor shall also obtain the following documents from the Consignee:
- a) Acknowledgement from the authorized representative of the 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/Ingots (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 contract.
- 8.2 The rates for payment shall be arrived as per price variance clause given under clause no.9.1

Payment:

- 9.1 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 except 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 take place. The base price of diesel for working out the variation in the rates will be the price of diesel as on price bid 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 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 = L1 Price for the respective period.

P1 = Revised price.

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

F1 = Retail price of the Diesel at IOC dealers outlet at Visakhapatnam as on last day of the respective month.

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

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 work. Payment for all completed work will be effected against the contractor's weekly bills. No cash payment shall be made. Payment shall be made through NEFT /RTGS mode of e-payment (FORMAT FOR NEFT /RTGS TO BE DULY FILLED IN AND CERTIFIED BY THE BANKER is placed at Annexure-D). Bills shall be submitted in Quadruplicate along with receipted LR to Manager (Stores-Transport), Central Stores Department, Visakhapatnam Steel Plant, Visakhapatnam for certification of bills. The bills in order will be paid on 30th day from the date of submission of clear bill with supporting documents at VSP Stores. **The payments shall be made on per Metric Ton basis.**

- 9.2 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 GST.
- 9.3 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.
- 9.4 The Employer shall reimburse to the Contractor at actual 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.

- 9.5 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.
- 9.6 The payments/refunds shall be made by NEFT/RTGS to the Bank account of the contractors. The contractor shall be required to furnish necessary details for payment by NEFT/RTGS in the format prescribed at Annexure-C.
- 9.7 The contractor shall comply with the requirements as may be necessary under GST rules of the relevant State in connection with the transportation of the materials.
- 10.1 The weights, number of pieces / bundles / coils/ ingots and measurements (if not standard) of materials / goods / consignments mentioned in the DCs of M/s NALCO, Angul 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 destination in respect of weight, number of pieces / bundles / coils, of the materials. The Contractor shall also be responsible for checking the packing conditions of materials before he takes delivery of the same for transportation.
- 10.2 Since there is a possibility of variation between the weighing scales at the dispatching 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%. However, the number of pieces / coils / bundles and measurements (if not standard) of materials / goods / consignments delivered shall tally with those dispatched . 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 DC 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 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 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 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.
- 11.5 Materials pertaining respective invoice should not be transported in different vehicles.
- 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 favour or disfavour 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 The contractor shall lift the contract quantity / indicated quantity. If the lifting quantity is 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 8.5MT in case of Trucks, such quantities shall not be considered under quantity to be lifted 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., Dy. General Manager (Stores-Transport Section), Asst. General Manager (Stores-Transport Section).**

- 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 dispatched by the Employer upto the date of such expiry / termination are delivered by the Contractor.

- 13.5 The eligibility for participation in the next reverse e-auction will be decided based on the performance of the contractors' as on last day of 5 months period of the ongoing 6 months contracts. However, if the contractor failed in the overall performance of 6 months contract, the work orders issued *shall* be cancelled and the actions provided under clause no. 13.2 shall be made applicable. The eligibility criteria will be as follows:

The transporter should have lifted quantity as explained at clause 13.2.

It may be noted that those contractors who have fulfilled the criteria mentioned above in the current 6 months contract *shall* be allowed to participate in the next reverse e-Auction and who are otherwise not disqualified on performance grounds earlier will also be eligible to participate.

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

- 13.7 **The approx. quantity to be lifted shall be 4500MT in 6 months VSP intends to have 2 sources for the subject work at L1 rate (least of rates arrived in reverse e-auction and sealed price bid) subject to matching by L2, L3..bidders onwards in that order. 60% of the contract quantity shall be awarded to original L1 bidder and rest 40% to the next L1 matching bidder. In case, no bidder matches to L1 rate, total contract quantity shall be awarded to L1 tenderer.**
- 13.8 e- way bill shall be generated by the transporter as detailed at clause 7.1 in the tender document.
- 14.1 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.**
- 14.2 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.
- 14.3 The place of arbitration shall be Visakhapatnam.
- 14.4 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.
- 14.5 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.

- 14.6 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.
- 14.7 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.
- 14.8 Incase 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. Incase the amount recoverable still falls short, VSP reserves its right to invoke arbitration as per clause no 14.1
- 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 dept, a sum of Rs.500/- or the loss assessed by the Company, which ever is higher, **shall** be imposed as fine 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 without loss of time or otherwise the same shall be recovered from the running bills.
- 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 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-A 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.
- 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 An amount equivalent to the rates less than those differential amount between wages to notified under the be paid under Minimum wages notification minimum wages of the Government, applicable for the notification period less actual wages paid shall be recovered from the bills and/or Security Deposit
 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 Security Deposit
- 17.0 The above are standard Terms and conditions of RINL/ Visakhapatnam Steel Plant. However, in case RINL/ Visakhapatnam Steel Plant desires to

change/cancel/modify/add some of the above conditions, RINL/ Visakhapatnam Steel Plant reserves its right to do so.

Signature & stamp of the **applicant**

Date:

Annexure A

DEED OF INDENMNITY

(On Rs 100/ Stamp Paper)

This Deed of Indemnity is made on this ---- day of ----- 2018 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 ref No* **STR/TR/ANGUL/EMPANELMENT/2018-21/ Dt 11/05/2018** *was entered into between the Contractor and RINL,VSP, in pursuance of Notice inviting applications for Empanelment ref* **No STR/TR/ANGUL/EMPANELMENT/2018-21/ Dt 11/05/2018**

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

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

VSP may be ordered to pay by the Statutory Authorities. IN WITNESS whereof the authorized representatives of the Contractor and RINL, VSP have signed, sealed and delivered this Deed on the day, month and year first above mentioned.

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

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

Witnesses :

1. Signature with Date :

Name :

Address:

2. Signature with Date :

Name :

Address:

ANNEXURE-B**PROFORMA FOR NO-CLAIM CERTIFICATE**

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

Dear Sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for Road Transportation of Steel materials from Visakhapatnam to, I/WE have no claims against your Company.

Bill no. Date Amount

Date: -----

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

ANNEXURE-C

From

To

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 NEFT/RTGS (Strikeout whichever is not applicable)

I/We furnish the required details as per Annexure-D (for RTGS/NEFT Payments)

For _____& Company

Authorized Signatory /Proprietor

ANNEXURE-D

Bank Account Data for RTGS / NEFT Mode of Payment

1. Contractor's Code:
2. Option: RTGS/NEFT(Strike off whichever is not applicable)
3. Beneficiary's Details :
 - (i) Name of Beneficiary) :
(Maximum 35 Characters)
 - (ii) Bank Nature:
(Maximum 35 Characters)
 - (iii) Branch Name:
(Maximum 35 Characters)
 - (iv) Account Number:
(Maximum 35 Characters)
 - v) Account Type
Savings/Current/Over Draft
(Mention code number also)
 - vi) Beneficiary Bank's IFSC Code:
(Maximum 11 Characters)

Signature of ***Applicant***

Name:

Designation:

Seal:

Certificate

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

Sd/-

Branch Manager

Bank Seal

ANNEXURE-E

GUIDELINES FOR SUBMISSION OF PRICE BID BY TRANSPORTERS

The Price bid as per enclosed format should be submitted on transporters **Letterheads duly signed** and in sealed covers appropriately superscribed as **“Price bid for Road transportation of Aluminum material from M/s NALCO Angul to Visakhapatnam Steel Plant site Tender No STR/TR/ANGUL/EMPANELMENT/2018-21”** for reverse e-auction ID: (to 201)

- 1.0 The price bids shall be opened on the next day of the e-reverse auction conducted under the above referred auction ID at sl no 1.0.
- 2.0 Price bid shall contain the rate in figures and words per MT from source M/s NALCO, ANGUL (Odisha) to M/s RINL/ Visakhapatnam Steel Plant Site.
- 3.0 The indicative quantity may vary as per the requirement of Visakhapatnam Steel Plant.
- 4.0 In case there is a difference between quoted words and figures, the quoted **“Words”** will be only considered.
- 5.0 Any remarks or changes (other than the prices) made in the price bid are liable to be ignored and shall not constitute part of the offer.
- 6.0 Rates quoted shall be on as per price variance clause given under 9.1 of payment clause during the contract period.
- 7.0 The price bid should be duly signed by the transporter with impression of the rubber stamp on transporters letterhead.
- 8.0 Contractual terms will remain same as per tender no: **STR/TR/ANGUL/EMPANELMENT/2018-21.**
- 9.0 The offer should reach the office of AGM (Stores-Transport), Central Stores Deptt, Visakhapatnam Steel Plant, Visakhapatnam, 530031. on or before Dt: / / :__PM.

NOTE: The information regarding submission of sealed price bids shall be informed through e-mails/Fax etc., before conduct of reverse e-auctions.

PRICE BID FOR ROAD TRANSPORTATION OF ALUMINUM MATERIAL FROM M/S NALCO, ANGUL TO VISAKHAPATNAM STEEL PLANT SITE - TENDER NO: “STR/TR/ANGUL/EMPANELMENT/2018-21/ Dt 11/05/2018”

FOR REVERSE E-AUCTION ID: _____ DT: __/__/__(_____ TO _____ 20__)

Sl no	Source	Destination	Unit	Indicative quantity (MT)	Rates(Rupees/Unit(MT))	
	M/s NALCO Angul (Odisha)	M/s RINL/ Visakhapatnam Steel Plant Site	1MT	___MT	In Figures	In words
1						

Quoted rates are exclusive of applicable GST.

ANNEXURE-G**RASHTRIYA ISPAT NIGAM LTD/VISAKHAPATNAM STEEL PLANT
DECLARATION OF PARTICULARS****1. Details of Applicant:****A) In case of Individuals**

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

B) In case of Partnership Firms:

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

C) In case of companies:

- i) Date of Registration, including Date of Commencement Certificate in case of Public Companies (Certified copies of Memorandum and Articles of Association and certificate of incorporation/ commencement of business to be submitted)
- ii) Nature of business and provision of Memorandum of Association thereto
- iii) Name, particulars & address of all the Directors :
- iv) Previous experience (Details to be furnished) :

- v) Authorized, 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 three financial years and the current financial year
Freight Earnings in
2015 - 2016
2016 - 2017
2017 - 2018
 6. Turn-over during each of the last three financial years
Turnover in
2015 - 2016
2016 - 2017
2017 - 2018
 7. Are you having recommendation of Indian Banks' Association (Copy of recommendation valid **upto 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. Branch Offices or authorized agents at Visakhapatnam as well as at the Angul their addresses & contact phone nos. email Id's to be enclosed.
 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, and Registration No.

For _____
Signature

Full Name

Date: Seal/Rubber Stamp

ANNEXURE-H**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 **“Empanelment as transporters for maximum period of 3 years by RINL/VSP for Road Transportation of Aluminum materials from M/s.NALCO, Angul (Odisha) to Visakhapatnam Steel Plant, Visakhapatnam”**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 – Commitments of the Principal:

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

suspicion in this regard, the Principal will inform the Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

(Principal)

(Bidder/Contractor)

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.
 - (c) 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.

(Principal)

(Bidder/Contractor)

- (d) 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.

(Principal)

(Bidder/Contractor)

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgressions:

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

(Principal)

(Bidder/Contractor)

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

(Principal)

(Bidder/Contractor)

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.

(Principal)

(Bidder/Contractor)

- (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)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Witness 1: _____

(Name & Address)

Witness 2: _____

(Name & Address)

Place _____

Date _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN “SUPPLIERS/CONTRACT AGENCIES”**[Ref: Section: 2 (d)]**

- 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.
