

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT (CONTRACTS SECTION)
VISAKHAPATNAM – 530 031
Visit us at www.vizagsteel.com

OPEN TENDER NOTICE NO:VSP/MKTG/ICONTRACTS/STEVEDORE/18-19/01
DT.06.10.2018

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The signed tender documents along with seal may be submitted in the following pattern / sequence indicating the page Nos:

Page No.

Envelop-1

- 1) Covering letter on the letter head of the tenderer
- 2) DD/BC/PO of Rs.5000/- towards cost of Tender document
- 3) DD/BC/PO/BG of Rs.37,50,000/ VPT/GPL for each port or Rs.75,00,000 for both ports as the case may be towards EMD

Envelop-2

- 1) Covering letter on the letter head of the tenderer
- 2) Solvency Certificate for Rs.1,60,00,000/- for each port or Rs.3,20,00,000/-for both as the case may be.
- 3) Copy of stevedoring license
- 4) Copy of CHA license
- 5) Copies of IT Returns
- 6) Proof of Experience
- 7) ESI Registration Certificate
- 8) PF Registration Certificate
- 9) Copy of Labour licence
- 10) Self attested Affidavit as per Cl.No.3.1.4 of SCC
- 11) Entire Tender document duly signed and stamped
- 12) Appendix I (Similar Work)
- 13) Appendix II (Schedule of Trucks/Trailors etc)
- 14) Appendix III (Details of equipment)
- 15) Appendix IV (Declaration of relatives)
- 16) Appendix V (Proforma BG)
- 17) Appendix VI (Bank Account details)
- 18) Appendix VII (Information about tenderer)
- 19) Appendix Sample illustration)
- 20) Appendix X (List of fines VIII (Integrity Pact)
- 21) Appendix IX (for various safety violations)
- 22) Any other document as per GCC and SCC

Envelop-3

- 1) Covering letter on the letter head of the tenderer
- 2) Price Bid

Note: All the tender documents including NIT, Instructions to tenderer, General conditions, Special conditions of contract and Integrity Pact, Sample illustration, List of safety violations etc. are also to be signed and seal to be affixed.

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OPEN TENDER NOTICE NO:VSP/MKTG/CONTRACTS/STEVEDORE/18-19/01
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Sealed tenders in the prescribed format are invited from experienced / established agencies for 'Transportation, Handling, Stevedoring, etc., of Pig Iron & Steel for exportsales of Visakhapatnam Steel plant either from Visakhapatnam Port (VPT) or Gangavaram Port (GPL).Tenderers have the option to quote for only VPT (or) only GPL (or) Both as per their choice.

1. Availability of tender document: The document shall be available for sale in the Office of the Dy. General Manager (ITD) at the above address on all working days except on the last date for submission of tender

The tender document shall also be available on VSP's website www.vizagsteel.com for downloading on all days except on the last date for submission of tender. The tender documents downloaded from website shall be equally legally valid for participation in the tender process as tender documents purchased from the Company through manual process. For tender document downloaded from website, the Demand Draft towards the cost of tender document should be submitted along with the tender.

2. Cost of Tender Document: The cost of Tender Document Rs.5,000/- (Rupees Five Thousand Only) should be paid by Account Payee Demand Draft / Bankers Cheque / PO drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED',Visakhapatnam Steel Plant on any Scheduled Commercial Bank payable at Visakhapatnam. No other mode of payment shall be accepted.
3. Last Date & Time for submission of tenders: Upto 11.00 AM on26.10.2018 in the Marketing Conference Hall of at the above office address and time of opening of Part-I is at 11.30 AM on 26.10.2018. The part-II will be opened at Visakhapatnam at a later date with intimation to the eligible tenderers.
4. Contract Period: 3 (Three) years from the date as specified in the LOI extendable by 6 more months on mutual consent at the lower of the existing rates or the rates to be finalized in the new tender.
5. Contact person: Mr.BV Urs, Dy. General Manager (Contracts). Phone Nos. 0891-2421104.
6. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
7. Rashtriya Ispat Nigam Limited reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.
8. Detailed Tender Notice i.e., Invitation to Tender and Documents available on VSP's website www.vizagsteel.com may please be referred before participation.

Dy. General Manager (ITD)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT (CONTRACTS SECTION)
VISAKHAPATNAM – 530 031
Visit us at www.vizagsteel.com

NOTICE INVITING TENDER

OPEN TENDER NOTICE NO.VSP/MKTG/CONTRACTS/STEVEDORE/18-19/01
DT.06.10.2018

VSP intends to export Pig Iron & Steel either from Visakhapatnam Port (VPT) or Gangavaram Port (GPL). Sealed tenders in the prescribed format are invited from experienced/established agencies for: a) Transportation of Pig Iron & Steel, viz.Pig Iron, WRCs, Billets, Blooms, Squares, Angles, Channels, beams, Joists, Rebars, Rounds, etc., from Visakhapatnam Steel Plant, Visakhapatnam to Visakhapatnam Port or Gangavaram Port, unloading and stacking at Port yard, b) Loading & transportation to the wharf, On Board stevedoring, lashing, securing, providing lighting, security and documentation for export consignment of Pig Iron& Steel, c) Loading & transportation of export surplus/ survey rejections from Port yard to the designated place in the plant / port, unloading and stacking and transportation of Pig Iron and Steel products from Port yard to Container freight station (CFS), etc., as directed by VSP.Tenderers have the option to quote for only VPT (or) only GPL (or) Both as per their choice.

1. Availability of tender document: The tender document shall be available for sale in the Office of the Dy. General Manager (ITD) at the above address on all working days except on the last date for submission of tender

The tender document shall also be available on VSP's website www.vizagsteel.com for downloading on all days except on the last date for submission of tender. The tender documents downloaded from website shall be equally legally valid for participation in the tender process as tender documents purchased from the Company through manual process. For tender document downloaded from website, the Demand Draft towards the cost of tender document should be submitted along with the tender.

2. Paid by Account Payee Demand Draft / Banker's Cheque/ Pay Order drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED', Visakhapatnam Steel Plant on any Scheduled Commercial Bank payable at Visakhapatnam. No other mode of payment shall be accepted.
3. Last Date & Time for submission of tenders: Upto 11.00AM on26.10.2018 in the Office of Dy. General Manager (ITD) at the above office address and time of opening of Part-I is at 11.30 AM on 26.10.2018. The part-II will be opened at Visakhapatnam at a later date with intimation to the eligible tenderers.
4. Contract Period: 3 (Three) years from the date as specified in the LOI extendable by 6 more months on mutual consent at the lower of the existing rates or the rates to be finalized in the new tender.
5. Contact Person:Mr.BV Urs, Dy. General Manager (Contracts). Phone Nos. 0891-2421104
6. Tender documents include:
 - a) Instructions to Tenderers.
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Schedule of Rates.
7. The Tender shall be submitted in three separate sealed covers as follows:
 - 7.1. Earnest Money Deposit (EMD)

Tenderers have the option to quote for only VPT (or) only GPL., EMD for Rs.37,50,000/- for each port and (or) Rs.75,00,000 for both ports respectively,as the case be depending on the option exercised by the

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

tenderer shall be submitted in a separate sealed envelope super scribed on top “Tender No. & Date, Date of opening of tender and EMD for Rs.37,50,000/- for each port (or) Rs.75,00,000/-” for both as the case be. In case, the tender documents are downloaded from the website, DD / Banker Cheque/Pay Order for an amount of Rs.5000/- towards the cost of the tender documents to be enclosed together with EMD.

7.2. Techno-Commercial Bid (Part-I)

This bid should contain the following documents and shall be submitted in separate sealed envelop super scribed on top “Tender No & Date & Part I – Techno Commercial bid”. However, in case of the Port authorities participating directly as Stevedoring Agencies, the document mentioned at (d) below is exempted and may submit the document mentioned at (b) below for the period available.

- a) The Tender document duly signed and affixed with rubber stamp on all the pages by the tenderer as a token of tenderer’s acceptance for the terms and conditions of the tender.
- b) Copies of last 3 years IT returns duly acknowledged by IT Department.
- c) Solvency certificate for Rs.1,60,00,000/- (or) Rs.1,60,00,000/- (or) Rs.3,20,00,000 respectively for VPT (or) GPL (or) Both as the case be depending on the choice of port/ports for which bids are submitted by the tenderer from their bankers.
- d) Proof of experience – refer clause no. 3.1.5 of special conditions of the contract
- e) A copy of the ESI registration certificate indicating their ESI code number. In case, the same is not available, they shall submit a letter of undertaking to submit the same before commencement of the work.
- f) Integrity Pact duly signed at required places. (APPENDIX VIII)
- g) Other documents required as per GCC & SCC.
- h) Copy of stevedoring license from any Port in India.
- i) Copy of a valid license as Customs House Agent issued by any customs authority in India.
- j) The tenderer shall submit a copy of their provident fund registration certificate issued by the PF Organization, Govt of India indicating their PF code number and a certificate from the Regional PF (RPF) Authorities confirming that the PF account is under operation and also giving the details of the deposits credited to their RPF account during the last one year. In case the same is not available, they shall submit a letter of undertaking to submit the same before commencement of work.

7.3. Price Bid (Part- II)

Tenderers have the option to quote for only VPT (or) only GPL (or) both. Accordingly, schedule of rates duly filled in and specifying the port of operations, shall be submitted in a separate sealed envelope super scribed on top “Tender No. Date & Part II: Price Bid” and shall consist of following:

- a) Schedule: Schedule-I (Part-A & Part-B) is applicable for rates for Pig Iron & Steel at VPT. Schedule-II (Part-A & Part-B) is applicable for rates for Pig Iron & Steel at GPL. Part-A of Schedule-I or/and Schedule-II as per the choice of the tenderer shall be quoted (Tenderers shall compulsorily quote for all BOQ items under this part-A). Part-B of Schedule-I or/and Schedule-II as per the choice of the tenderer to be signed as a token of acceptance and the activities under Part-B are not regular in nature. Where ever Part-A of a specific port is quoted by the tenderer, the corresponding Part-B shall be compulsorily accepted.
- 7.4. All the three sealed envelopes viz., EMD, Part-1 - Techno-Commercial Bid and Part-II – Price Bid; shall be submitted in a single sealed envelope super scribed on top “Tender No. & Date of opening of tender”.
 - 7.5. The Techno-Commercial bids of only those tenderers whose EMD is in order, shall be opened.
 - 7.6. The price bids of only those tenderers, whose Techno-commercial bids are acceptable, shall be opened.
 - 8.0 The sealed tenders should be deposited in the tender box located in the office of Dy. General Manager (Mktg)-Contracts, Marketing Department, Administrative Building, 1st Floor, C-Block, Visakhapatnam Steel Plant, Visakhapatnam-530031 or sent by Regd. Post/Courier so as to reach us before 11.00 AM on 26.10.2018. The Techno-Commercial bid (Part-I) shall be opened on the same day at 11.30 AM in the presence of those tenderers or their authorized representatives who wish to be present at the tender

opening. The price bids of only those tenderers, whose Techno-commercial bids are acceptable, will be opened at Visakhapatnam at a later date with intimation to the eligible tenderers.

- 9.0 **Earnest Money Deposit:** The tender must be accompanied by Earnest Money in the form of a BG/ Demand Draft / Bankers Cheque / Pay Order drawn on any Scheduled Commercial Bank payable at Visakhapatnam, in favour of "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam" for an amount as specified in para-7.1 above. No other mode of payment shall be accepted. (BG format is enclosed at APPENDIX-V A). Instruments of Co-operative banks shall not be accepted and such bids shall be summarily rejected.
- 10.0 Offers not accompanied by Demand Draft/BC/PO/BG towards Earnest Money Deposit together with Demand Draft/BC/PO towards cost of tender documents(drawn on any scheduled commercial bank, but not on Co-operative banks;in case tender documents are downloaded from the website only) shall not be considered under any circumstances. No request shall be entertained from any of the tenderers to adjust the amount of Earnest Money Deposit furnished in respect of a previous tender or from any amount lying in their account in any form with the Company.
- 10.1 No interest shall be paid on the Earnest Money deposited. If the tenderer after submitting his tender, revokes his offer or modifies the terms & conditions thereof in a manner not acceptable to the Company, EMD shall be liable to be forfeited.
- 10.2 The Earnest Money will be refunded to the unsuccessful tenderer/tenderers as early as possible after finalization of the tender without any interest.
- 10.3 The Earnest Money deposited by the successful Tenderer will be converted towards the part of security deposit for the due fulfillment of the contract, if desired by the successful Tenderer.
- 11.0 **Security Deposit:** Upon accepting the Tender, the successful tenderer shall deposit with the Company either by way of pay order or demand draft or Banker's cheque payable at Visakhapatnam or Bank Guarantee (in the prescribed form) from Scheduled Commercial Bank of such further sum as along with Earnest Money paid by the contractor will amount to Rs1,60, 00,000/- within seven days from the date of Letter of Intent in respect of VPT or/ GPL for each port or Rs.3,20,00000/-within seven days from the notice of commencement of work in respect ofVPT orGPL or for both ports, as the case be, which will be retained by the Company as Security Deposit.Till such timeSD is deposited, the EMD will be retained by the company. The contractor is allowed to execute the contract and commence work only after submission of Security Deposit in the prescribed/accepted form. In case of failure to deposit this additional amount within seven days from the date of LOI(for VPT)/notice of commencement of work (for GPL) as the case be, which shall include any extensions granted by the Company at its discretion, the Earnest Money will be forfeited and the company reserves its right to go for a fresh tender at the risk and cost of the defaulted tenderer on whom the LOI was placed. If Bank Guarantee is furnished towards the security deposit as aforesaid, it shall hold good for a further period of 6 (six) months beyond the stipulated period of the contract or till the final bill is released whichever is later.
- 12.0 **Right to Acceptance/Rejection of Tenders and Award of Contract:** The Company does not bind itself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 13.0 **Validity of Tenders:** The offer is to be kept valid for acceptance for a period of three months from the date of opening of the tender (Part-I) or such other extended period as mutually agreed.
- 14.0 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of any incidental to or incurred by him through or in connection with submission of his tenders even though the Company may select to withdraw the tender.

- 15.0 The contract shall be finalized with the L-1 tenderer VPT/GPLport wise considering the total quoted contract value of all the BOQ items of Pig Iron and Steel products mentioned in respective Schedules.
- 16.0 The tenderer shall arrange the stacking site at the designated port at his own cost. A letter/certificate to this effect from the port authorities shall be submitted along with the tender. The expenditure involved in arranging and maintaining the site shall be deemed to be included in the rate and no separate payment shall be made for this operation. The tenderer should make the land available till the new stevedoring agency takes over the new contract.

Yours faithfully,
For Rashtriya Ispat Nigam Limited
Dy. General Manager (Contracts)

VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT (ITD Division)

VISAKHAPATNAM – 530 031
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This document is issued to

Shri/ Messers: _____

after receiving Rs.5,000/- towards cost of tender document by DD/B.Ch./PO No. _____
_____ dated _____ on _____
_____.

Signature of the Tender Issuing Authority

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

Shri/ Messers: _____

and the cost of tender document is remitted with the tender by DD/B.Ch./PO No. _____
_____ dated _____ on _____
_____.

Signature of the Tenderer

(Strikeout which ever is not applicable)

(To be filled by the tenderer)

The Earnest Money deposit is remitted with the tender by

DD/B.Ch./PO/BGNo. _____ dated

_____ on _____

Signature of the Tenderer

(FOR OFFICE USE DURING OPENING OF PART-I)

1. E.M.D. Particulars : DD/BC/PO/BG No _____ for Rs. _____
drawn on _____ Bank _____ Branch.
2. Sl.No. of tender : _____ out of _____ tenders
3. Covering letter : Given / Not Given
4. No. of pages : _____
5. Validity of tender : _____

Signature of Marketing Executive

Signature of Finance Executive

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

INSTRUCTIONS TO TENDERERS

1.0 Submission of Tender:

The tenderer should note the following instructions before quoting the tender. These instructions along with conditions referred in Notice Inviting Tender, the terms and conditions as per GCC & SCC, enclosed with the tender schedule shall form the basis of the contract.

1.1 The tenders shall be submitted in three separate sealed covers as follows:

- a) Earnest Money Deposit.
- b) Techno-Commercial Bid (Part-I) – Comprising the documents detailed in NIT/GCC/SCC
- c) Price bid (Part-II) – Comprising Schedule-I or/and Schedule-II of rates.

All the three sealed envelopes viz. EMD, Part-I -Techno-Commercial Bid and Part-II Price Bid; shall be submitted in a single sealed envelope super scribed on top "Tender No.& Date and Date of opening of tender".

The Techno-Commercial bids of only those tenderers whose EMD is in order, shall be opened.

The price bids of only those tenderers, whose Techno-commercial bids are acceptable, shall be opened.

1.2 Tenderers should quote their tenders based on the terms & conditions stipulated in GCC & SCC provided in the tender schedule only

1.3 Claims and objections due to ignorance of conditions or site/sites, terms and Conditions of tender documents will not be considered after submission of the tender.

1.4 Tenderers have the option to quote for only VPT (or) only GPL (or) Both. Accordingly, tenderers should quote the rates in the schedule / schedules of rates (price bid format), specifying the port of operations quoted for, available in the tender documents (Tenderers shall compulsorily quote for all the BOQ items under Part-A of respective schedule/schedules opted and shall compulsorily accept the corresponding Part-B, otherwise their bids shall be summarily rejected). The tenderer is advised to take into account all factors connected with operations under the contract while quoting the rates. While quoting the rates, the tenderer shall include all taxes, duties, charges and any other statutory levies by GOI, GOAP, VPT, GPL etc., excluding Goods and Service Tax (GST), if any. GST, if any, will be paid to the contractor subject to clause no.8.1.2 of Special Conditions of the contract.

The contractor shall obtain/generate E-way bills wherever required and follow all the provisions relating to E-way bills under GST Act & Rules.

1.5 Rates for each item in the schedule of rates shall be quoted in rupees and paise only. Tenderers shall quote the rates in figures as well as in words in English. In case of any difference, the rates quoted in words will be taken as the tendered rates and will be considered as final.

1.6 (A).The Schedule of rates shall be in two categories i.e., Part-A (Schedule-I&II) for regular activities and for which the tenderers are required to quote their rates and Part-B (Schedule-I&II) for non-regular activities for which the rates are fixed by RINL/VSP. The tenderers are also required to sign on Part-B (Schedule-I or/and II as applicable) as a token of their acceptance for the rates mentioned without any conditions.

(B).Evaluation of the Tender/L-1 rates:

- (i) In the Schedule of rates/Bill of quantities (BOQ), the indicative quantities of each item are mentioned. The Fixed rate shall be given by VSP in respect of those items where the indicative quantity is shown as 1 MT and indicated separately at Part-B (Schedule-I&II).
- (ii) Tenderers have the option to quote for only VPT (or) only GPL (or) Both. Accordingly, the tenderer shall quote their rates in the BOQ/schedule of rates for individual items (in words and figures) given at Part-A (Schedule-I or/and Schedule-II) as per option chosen by the tenderer. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words will prevail. By submission of the tender it is implied that the tenderer has accepted the fixed rates declared by VSP for the items where the indicative quantities are mentioned as 1MT and are shown at Part-B (Schedule-I&II).
- (iii) Based on the above, the tenderer shall arrive at the total contract value **portwise** {which shall include the value of all the individual items of BOQ mentioned at Part-A (Schedule-I/II) and the same shall be considered for the purpose of evaluation **separately portwise**} and quote this value and submit their sealed bids along with their technical offer as mentioned elsewhere.
- (iv) In case of any discrepancy in the Unit rate and total value quoted by the tenderer, the Unit rate mentioned shall be final and total value shall be arrived at based on the Unit rate quoted and the respective quantities. In case of any discrepancy in the unit rates quoted in figures and words, the rates quoted in words shall be final.
- (v) All the tenderers are expected to quote the rates of all the individual items of BOQ mentioned at Part-A of Schedule-I or/and Schedule-II, as the case may be, of price bid in figures and words. In case the rate is not quoted for any one of the items mentioned at Part-A of Schedule-I or/and Schedule-II, as the case be depending upon the option of port/ports chosen by the tenderer, such offer will be summarily rejected.
- (vi) RINL/VSP conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). In such case, all the technically qualified tenderers would be required to participate in the reverse e-auction. Details of online bidding procedure and User manual etc shall be communicated to all the techno commercially qualified bidders at an appropriate time.
- (vii) During the reverse e-auction process, the bidders shall bid their total contract value (port wise) per annum on online basis with minimum bid decrement value as decided by the Company.
- (viii) After the reverse e-auction is conducted, the sealed price bids of all the technically qualified tenderers received along with the Techno Commercial offers, irrespective of whether they have participated in the Reverse E auction or not, shall be opened within a reasonable period.
- (ix) A composite comparative statement shall be made considering Reverse e-auction data and sealed price bids data of all the technically qualified bidders, based on which the final L-1 contract value (port wise) will be arrived.
- (x) Finalisation of BOQ item rates for each port shall be as follows:
 - (a) In case the L-1 contract value is lower in reverse e-auction, then the corresponding manual price bid individual BOQ item rates {excluding for the items where the rates are fixed by the Company at tendering Stage mentioned at Part-B of Schedule-I/II} would be proportionately reduced to equal to the quoted value in the reverse e-auction bid and considered for award of contract, along with the items mentioned at Part-B of Schedule-I/II of Price Bid with the rates fixed by the Company. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.
 - (b) In case the L-1 contract value is lower in manual bidding, the individual BOQ item rates (mentioned at Part-A of Schedule-I/II respectively of Price Bid) quoted in the manual price bid and

For illustration please refer Appendix-IX.

(xi) However, in case on line bidding is not conducted, RINL will open the sealed price bid submitted by the bidder and processes the tender as per the prevailing tendering procedures of RINL.

(xii) The tenderers may note that in case of online bidding/reverse e-auction,

(a) The quoted contract value shall be valid for a period of 4 months from the date of reverse e-auction.

(b) The base date shall be the last date for submission of manual price bid/Revised price bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer unless otherwise agreed).

- 1.7 No guarantee can be given as to the definite volume of tonnage that may be handled through out the period of the contract. The estimated quantities given are purely indicative and projected only to enable the tenderer in arriving at the volume of the tender and the approximate facilities required to be provided by him. Variation in quantity without any limit shall not entitle the contractor for any revision of rates. The contractor will have no claim against the company, in case any of his 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.
- 1.8 Validity of rates quoted in the tender shall be upto three months from the date of opening of the Techno-Commercial Bid (Part-I).
- 1.9 All offers shall be addressed to the DGM (Contracts), Marketing Dept., RINL, Administrative Building, Visakhapatnam Steel Plant. Visakhapatnam-530031 in double sealed covers clearly super scribed with the tender description, tender number, date and date of opening of tender. Offers should be deposited in the appropriate tender box kept in the office of DGM (Contract) Marketing Conference Hall.
- 1.10 Tenders sealed and super scribed as above may also be sent by Courier / Registered Post addressed to the above mentioned Officer. Tenders received, after the time and date specified in the tender documents will not be considered.
- 1.11 Any tender delivered or sent otherwise as stated in clause 1.10 above will be at the risk of the tenderers.
- 1.12 Tender forms containing 'Over-written' or 'erased', rate, amount not shown in 'figures' & 'words' in English will be liable to rejection.
- 1.13 Tender quoting rates or units different from those prescribed in the tender schedules will be liable to rejection.
- 1.14 Any tender containing clerical or arithmetical mistakes may be liable for rejection.
- 1.15 Each tender shall be signed by tenderer with his usual signature. Tender by partners of Hindu Joint Family firm be signed in the firm's name by one of the partners or the Karta or Manager as the case may be or any other duly authorised representative followed by the name and designation of the persons so signing. Tenders by a Firm shall be signed in the name of the Firm by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the tender documents on behalf of the Firm is duly authorized to do so, shall accompany the tender. In case of others, their status in the organization along with copy of attorney authorizing them to submit such quotations / bids shall be submitted.

- 1.16 With their quotations the tenderers shall sign all Indices, Specifications, General Conditions of Contract, Instructions to tenderers, Special Conditions of Contract, Schedules, etc. in token of acceptance thereof. The signature on the tender schedules alone shall be deemed to be acceptance of all the schedule of rates, Specifications, General Conditions of Contract, Special Conditions of Contract etc., forming part of the tender documents. Non compliance will result in rejection of the tender.
- 2.0 Negotiation:
 - 2.1 The Company reserves the right to negotiate with eligible party after opening of the tenders. Non-compliance by the party to such a request for negotiation shall render their tender liable to rejection.
- 3.0 Submission of Documents / particulars etc.
 - 3.1 Tenderers shall submit with the tender, copies of testimonials with regard to their experience and satisfy the authorities calling for tender on the following points if and when called upon to do so.
 - 3.1.1 Position as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered power of attorney and the expressed authority from the same firm to act as its Agent.
 - 3.1.2 Ability either as Principal or Agent to undertake and carry out the work satisfactorily vouched for either by a responsible firm or an Official.
 - 3.1.3 Ability to supervise work personally or in the event of ill health or authorized absence there from, to employ a competent and responsible agent who is to be specifically named and approved before hand.
 - 3.2 Full information should also be given by the tenderer in respect of their financial status, previous experience, no. of employees engaged, turnover, submission of Memorandum and Articles of Association, Certificate of Registration and Balance Sheets etc., in the format of Appendix VII.
 - 3.3 Tenderers shall along with their tender submit the following:
 - 3.3.1 Name and address of the banker together with a certificate from the banker certifying the financial standing to handle minimum volume of work amounting up to Rs1,60,00,000 for each port Or 3,20,00,000as the case be for VPT (or) GPL (or) Both respectively.
 - 3.3.2 Copies of latest 3 years Income Tax returns duly acknowledged by Income Tax department should be furnished subject to clause no. 7.2 of NIT.
 - 3.3.3 Schedule of similar works carried out by the tenderer in the proforma shown in Appendix-I of Special Conditions of Contract with documentary evidence.
 - 3.3.4 Schedule of trucks/ trailers/ tippers/Dumpers to be employed on lease and or as owned together with the proof of lease/ownership in the proforma shown in Appendix-II of Special Conditions of Contract.
 - 3.3.5. Details of cranes/ forklifts/proclains equipment to be deployed by tenderer for the work to be employed on lease and or as owned together with the proof of lease/ownership in the proforma shown in the Appendix-III of Special Conditions of Contract.
 - 3.3.6. Each tenderer, while submitting his offer submit a declaration (Appendix-IV of Special Conditions of Contract) as to whether he has any relative within the meaning of Sec.6 read with schedule IA of the Companies Act, 1956 employed in any capacity in the COMPANY. In case, he has any relatives employed in any capacity in the COMPANY, the full name, particulars of position held under the COMPANY must be clearly indicated. In case, the tenderer is awarded the contract, he shall inform the COMPANY if any of his relatives join employment of RINL on award and during the continuance of the contract.

3.3.7 The successful tenderer has to submit the copy of Registration / License of his establishment under Contract Labour (Regulation & Abolition) Act, 1970 namely Sec.12 of the said Act before the date of commencement of work.

3.4 If the offer is not accompanied by such declaration referred to above in para 3.3.6, the same shall be treated as incomplete and will be liable to rejection. In the event of furnishing wrong declaration in this behalf by a tenderer whose offer happens to have been accepted by the COMPANY, the COMPANY reserves the right to rescind the contract forthwith as soon as the fact comes to light. The CONTRACTOR shall in such case make good to the COMPANY any loss or damages resulting from such cancellation.

4.0 Non-submission of Documents / particulars:

4.1 Tenders not giving full particulars / not complying with the requirements as mentioned in clauses 3.0 to 3.4 above shall be considered as incomplete and liable for rejection summarily.

4.1.1 Any tenders containing false information / particulars shall be liable to be rejected and tenderers found guilty of furnishing false information / particulars shall be debarred from any future dealings with the COMPANY.

4.1.2 After the issue of letter of intent (LOI), if any supporting document given by the contractor is found to be false/fake/doctored, the party is liable to be debarred from participation in VSP tenders for a period of 5 years. In such a case, any consequential losses or damages caused to the company will be recovered from the contractor from the RA bills / Security Deposit / any amount(s) payable to the contractor without prejudice to any other right and remedies available to the employer.

4.1.3 Failure to execute the work order after LOI is given will make the contractor liable for debarring for a period of five years in addition to forfeiture of EMD.

5.0 Execution of Agreement:

5.1 Acceptance of tender will be intimated to the CONTRACTOR through a Letter of Intent. The contractor shall be required to execute an Agreement within the time specified in the Letter of intent. In the event of failure on the part of the CONTRACTOR to sign the Agreement within the specified time, the amount of EMD shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

5.2 No agreement is valid unless signed by the tenderer or his duly authorised agent and by a competent person on behalf of the COMPANY.

6.0 Contract Documents:

6.1 The form of Notice Inviting Tender, Instructions to Tenderers. General Conditions of Contract, Special Conditions of Contract. Bill of Quantities (BOQ) and the rates and amount quoted against the items of the Tender Schedule together with Letter of Intent awarding the work shall form the contract. If there is any conflict between any of the provisions in any of the documents referred to, the provisions in the Special conditions of contract shall prevail.

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION

The following terms or expressions, as used in "General Conditions of Contract". "Special conditions of contract" "Notice Inviting Tender (NIT)" and "Tender Schedules" shall have the meaning hereunder except where the context otherwise requires.

- 1.1 "Employer" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant. incorporated under the Companies Act. 1956, with their registered office at Administrative Building, Visakhapatnam - 530 031 and having their Visakhapatnam Steel Plant at Visakhapatnam and shall include employer's representatives, their successors and assigns.
- 1.2 "Plant" or "VSP" shall mean the project or scheme in respect of the Employer's Visakhapatnam Steel Plant.
- 1.3 "Site" shall mean the place or places envisaged by the Employer at which the services are to be performed under the contract.
- 1.4 "Tenderer" shall mean the person, firm or corporation submitting a tender against the NIT and shall include his/ its/ their heirs, executors, administrators, legal representatives, successors and assigns.
- 1.5 "Contractor" shall mean the tenderer whose tender has been accepted and shall include his/ its/ their heirs, Executors, Administrators, legal representatives, successors and assigns approved by the Employer.
- 1.6 "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- 1.7 "The Contract" shall mean the NIT, General Conditions of Contract, Special Conditions of Contract, Rates and amounts accepted against the items of the Schedule of rates together with all correspondence entered into between the Tenderer prior to the issue of the Letter of Intent awarding the work, the Contract Agreement/Work Order and any other documents specifically indicated therein.
- 1.8 "NIT" shall mean and/or include enquiry for the performance of service or services in connection with the activities of "Transportation, Handling, Stevedoring etc., of Pig Iron & Steel for Exports of Visakhapatnam Steel Plant".
- 1.9 "Company" means the Rashtriya Ispat Nigam Limited, incorporated under the Indian Companies Act, 1956 with its Registered Office at Administrative Building Visakhapatnam Steel Plant, Visakhapatnam - 530 031 and having its Marketing Department at Administrative Building, 1st Floor, Visakhapatnam Steel Plant, Visakhapatnam and includes its successors and assignees.
- 1.10 "Manager" means Incharge of ITD Section, Marketing department or the designated officer who is Incharge of the present contract. He will be the Engineer In Charge who will be coordinating the operations under the contract including due certifications wherever required.
- 1.11 "Weight" shall mean the calculation of a load. It is to be stated in Metric Tons (1 Metric Ton = 1000 Kgs.) and/or in Kgs. (1 Kg = 1000 Grams). One ton shall mean Metric Ton.
- 1.12 "Time" shall be reckoned by months, days and hours, the period of a month being equivalent to the calendar month according to the Gregorian Calendar.
- 1.13 "Supervision" shall mean the successive control and directions given by the Employer or his representative in relation to contract work.

- 1.14 "The Inspector" shall mean any person or agency nominated by or on behalf of the Employer to inspect materials or work under the contract or his duly authorised agent.
- 1.15 "In Writing" or "Written" shall mean and include writing, typing, printing and lithography and any other mode of representing or reproducing words in a visible form.
- 1.16 "Notice in Writing" or "Written Notice" shall mean notice in written typed or printed Characters delivered personally or otherwise proved to have been sent by registered post to the last known private or business house or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it might have been delivered.
- 1.17 "Letter of Intent" shall mean intimation by a letter to Tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.18 Words importing persons shall include firms, Corporations, associations or body of individual incorporated or not. Words importing masculine or singular number shall also include the feminine gender number and vice versa where the contract so requires.

2. LANGUAGE

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

3.0 HEADING AND NOTES:

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

4. SECURITY DEPOSIT:

- 4.1 The contractor shall be required to deposit Rs.1,60,00,000/-within seven days from the date of Letter of Intent and notice of commencement of work in respect of VPT Or/ GPL(each port) or and Rs. 3,20,00,000/- for both, as the case may be,towards Security Deposit in favour of the employer in one of the following forms. Till such time SD is deposited, the EMD will be retained by the company.
- 4.1.1 Demand Draft / Banker Cheque / Pay Order drawn on any Scheduled Commercial Bank payable at Visakhapatnam in favour of RASHTRIYA ISPAT NIGAM LIMITED.
- 4.1.2 Bank Guarantee from any Indian Scheduled Commercial Bank in the proforma given by Employer at Appendix – V(B) of Special conditions of the contract.
- 4.2 The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the Employer under these General Conditions or otherwise.
- 4.3 The Security Deposit furnished by the contractor will be subject to the terms and conditions of the contract finally concluded between the parties and the Employer will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- 4.4 The Security Deposit is liable to be forfeited or appropriated towards any loss that may be sustained by the Company as a result of any act or omission on the part of the contractor.
- 4.4.1 The Security Deposit will be returned on due and satisfactory performance of the work and on completion of all obligations by the contractor under the contract terms and the submission of a "NO DEMAND CERTIFICATE" from the Manager. Before release of the Security Deposit, the contractor shall also submit 1) a certificate to the effect that he has no claim(s) against the Company under the contract 2)

clearance from the Contract Labour Cell of the employer and CISF authorities in the plant and other formalities that the employer may prescribe from time to time. However, if any of the Bills submitted by the contractor for works done / obligations discharged as per the contract remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner.

"I/We hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the contract (No. for the work) except to the claim preferred by me/us as for the bills mentioned hereinafter".

- 4.5 In the event of any breach of any of the terms and conditions of the contract, the employer shall have (without prejudice to other rights and remedies) the rights (i.) to suspend further allocation of work to the contractor and (ii) to forfeit the Security Deposit furnished by the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Company due to contractor's negligence or unsatisfactory performance of any service under the contract. The decision of the Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractor.
- 4.6 In the event of the Security Deposit being insufficient or if the Security Deposit has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be deducted from any sum then or thereafter become due to the contractor under this or any other contract with the company. Should the sum also be not sufficient to cover the full amount recoverable, contractor shall pay to the company on demand the remaining balance due.
- 4.7 Whenever the Security Deposit falls short of the specified amount the contractor shall make good this deficit so that the total amount of Security Deposit shall not at any time be less than such specified amount.

RESPONSIBILITY FOR PERFORMANCE OF CONTRACT:

5.0 GENERAL:

- 5.1 The Contractor shall be entirely responsible for the due performance of the contract in all respects.
- 5.2 The Contractor shall not sub-let, transfer or assign the contract or any part thereof without the written permission of the Employer. In the event of the contractor contravening this condition, the Employer shall be entitled to place another Contractor elsewhere on the contractor's account and at his risk and cost and the contractor shall be liable for any loss or damage which the Employer may sustain as a consequence or arising out of such replacing of the contract.
- 5.3 Co-operation with other Contractors:
- 5.3.1 The contractor shall co-operate with the Employer's other contractors and freely exchange all information with them for the efficient and satisfactory performance of the work. No remuneration shall be claimed from the Employer for such co-operation. If any of the contractor's work depends for proper execution or results upon the works of any other contractor, the contractor shall keep a watch and inform the Employer of any problems in time. The contractor should comply with the rules and regulations of Employer in the performance of the contract.
- 5.4 Responsibility for completeness:
- 5.4.1 The contractor shall be deemed to have carefully examined and to have knowledge of the general and other conditions, schedules etc., forming part of the contract and also to have satisfied himself as to the nature and character of the work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Employer shall not in any way relieve the contractor from his responsibility for executing the work in terms of the contract including all details and incidental works not specifically mentioned in the contract but necessary for ensuring satisfactory completion of work as per the contract.

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

6.0 ASSIGNING OF CLAIMS AND INTEREST IN THE CONTRACT:

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

7.0 ACCESS TO SITE:

7.1 Subject to Clause 7.3 of GCC, access to the site shall be afforded to the contractor by the Employer in reasonable time to start the contract work.

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

7.3 The access to the site referred to in Clause 7.1 of GCC above, shall not be exclusive to the Contractor but only to enable him to execute the work. The contractor shall afford to the employer and to the other contractors, whose names shall have been previously communicated in writing to the contractor by the Employer, reasonable facilities for the execution of the work concurrently with his own.

7.4 Employer shall provide suitable office space, electricity & water at free of cost. The gate passes for the workers/employees of the contractor shall be provided by the employer at applicable charges.

8.0 OBLIGATIONS OF THE CONTRACTOR:

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

8.1.1 Ensuring co-ordinated handling & transportation of material from plant to designated port yard as directed by the employer, unloading and stacking at port area, loading and transporting to the wharf, hooking and on board stevedoring, lashing and securing the material in the holds of the ship and re-transporting/transporting material to inside the plant / port yard, unloading & stacking and transportation of Pig Iron & steel products from Port yard to Container Freight Station(CFS) and handing over the material to VSP customer at CFS.

8.1.2 Providing watch and ward to ensure security and safety of materials right from the time of loading of the materials from the Employer's plant till the time these are loaded into the ship / container and obtaining a clear receipt/certificate from the master / container agency of the ship about quantity of the material loaded.

8.1.3 The contractors transport vehicles entering the employers plant shall first take the tare weight at employers weigh bridge. Thereafter the transport vehicles shall proceed to the designated place as directed by principal employer and the material would be loaded into the transport vehicle with the help of employer's cranes. The transport vehicle thereafter shall take the weightment with the material loaded at the employers weigh bridge. The difference of the Tare weight and Gross weightment with material would be the quantity of material handed over to the contractor. Contractor would ensure that total quantity handed over to him is properly accounted for. If there is any shortage detected at any point of time during the contract period, including extended period the recovery will be effected as per clause no. 4.1.6 – (a) for Pig Iron and (b) for Steel of Special conditions of the contract.

8.1.4 The contractor shall provide necessary supervisory personnel, staff, skilled semi-skilled and unskilled labour. The contractor shall employ only competent personnel fully experienced and capable of performing the duties assigned to them. The contractor shall ensure that when local laws require, the concerned employees obtain and hold certificates of competency for their work from the competent authority. If the contractor uses his own cranes and transport equipment, these must be manned by skilled operators. The contractor shall take all safety precautions during work and ensure that his personnel use

shoes, safety belts, gloves, helmets, masks etc. as are necessary for their safety. The contractor shall on demand by the employer for adequate reasons, discharge any personnel not acceptable to the Employer and engage fresh labour in replacement.

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

8.1.6 Making all arrangements to ensure that other work is not impeded and workmen not endangered.

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

8.2 CONTRACTOR'S REPRESENTATIVES:

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

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

8.2.3 The contractor's representatives shall be made available for such periods as the Employer may require and they shall work at all reasonable times as may be necessary to complete the work within the period specified in the contract.

8.2.4 During the execution of the work, no personnel other than the contractor or his duly appointed representatives, sub-contractors and workmen, shall be allowed to do work at site except by the special permission in writing of the employer or his authorised representatives. The contractor shall not object to the execution of the work by other agencies and shall afford them any facility for the execution of their several works simultaneously with his own.

8.2.5 The work so far as is carried out in the Employers premises, shall be carried out at such times as the Employer may approve and so as not to interfere unnecessarily with the conduct of the Employer's business. The Employer shall give the contractor all reasonable facilities for carrying out his work. The contractor shall be liable for such accidents as may be due to the negligence on his part in accordance with Indian Laws and Regulations in force.

8.3 PROGRAMME OF WORK AND PROGRESS REPORTS:

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

8.4 GENERAL SUPERVISION BY THE EMPLOYER AND CO-ORDINATION:

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

8.4.2 The contractor shall at all times work in co-ordination with the Employer and his authorised representatives. In respect of observance of local rules, administrative matters, co-ordination with other contractors and similar matters, the contractors and his personnel shall work under the co-ordination of the Employer.

8.5 PAYMENT OF TAXES:

8.5.1 The contractor shall pay all taxes for the personnel employed by the contractor for work arising out of their services in connection with contract. The Employer shall make necessary deductions towards Income Tax and any other deductions as required under statute from the bills of the contractor.

8.6 WAGES, MEDICAL SUPERVISION ETC.,

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

8.6.2 The contractor shall in respect of all persons employed by him in the execution of the work pay wages and observe hours and conditions of labour not less favourable than those established for similar work, trade or industry in the neighborhood or established by machinery or negotiations or arbitration to which the parties are employees and recognized organizations of workers engaged in trade or industry in the neighborhood or prescribed by the state or local authorities. In the absence of any rates of wages, hours or conditions by labour so established, the contractor shall observe conditions which are no less favourable than the general level obtained by other employees whose general circumstances in the trade or industry in which the contractor is engaged are similar.

8.6.3 PAYMENT OF MINIMUM WAGESAND ALLOWANCES:

(A). Wages paid to the workmen by the Contractor should not be less than the rates notified by the Regional Labour Commissioner (Central), Visakhapatnam, Andhra Pradesh from time to time with regard to the minimum wages applicable to the respective category of workmen plus ad-hoc amount at the rate of Rs.11.54 ps. per working day per workmen per category (maximum of Rs.300/- per month only). Wages with ad-hoc amountand Welfare Allowance as described in para-(C) below to the workmen should be paid on or before the 7th of the subsequent month after the last day of wage-period. If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that.

Payment of Provident Fund for the month, both the employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be remitted to PF authorities with the permanent Provident Fund code numbers of the Contractor on or before the 15th of the subsequent month as per Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and submit the proof of payment to the Representative of the Employer." Further, Payment of Employees' State Insurance Fund for the month, both the employer's (in this case-contractor/agency) and employee's (in this case-workman employed by the contractor) contributions should be paid to ESI on or before the 21st of the subsequent month as per ESI Act, 1948 and copy of proof of payment is to be submitted to the representative of the employer and the ESI contribution as per ESI Act,1948 to the contract workers and the copies of the proof of payment is to be submitted to the Representative of the Employer."

(B). The Contractor shall take into consideration the ad-hoc payment as referred at para-(A) above to the contract labour while quoting their rates. No separate payment/reimbursement is made in this regard. No profit/overhead charges etc. will be paid by VSP on this account.

(C).The contractor shall have to pay welfare allowance (earlier known as SMA, ASMA) towards fuel charges, food, milk, tiffin, coconut water, washing allowance etc. @ Rs.80.76 ps. per day of actual attendance of each worker deployed in the contract not exceeding Rs.2100/- (Rs. two

thousand one hundred only) per month in addition to the wages as indicated in the minimum wages clause referred above. The contractor will submit his claim with proof of such payment made in this connection in the RA bill and the same will be reimbursed to them.

(D).The contractor is required to take the above aspects into consideration while submitting their offers and no profit/overhead charges will be paid by VSP on this account.

(E). The Contractor shall make regular and prompt payment of wages and allowances to the labourer engaged in the work and in no case shall the payment be delayed more than 7 days, following the period for which the wages are due. If it is found that workers are not paid wages and others, if any, regularly, the contract is liable to be terminated.

8.6.4 The Principal Employer shall have the right to enquire into and decide any complaint alleging that the wages paid by the Contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

8.6.5 As a number of contractors may be working at the same time in the plant, there is need for pursuance of coordinated policy in regard to employment, wages and other conditions of work. The Contractor agrees to consult the Employer on all such matters to arrive at mutually agreed settlements.

8.6.6 The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce, if required by the Employer certificate of fitness of all his employees working at site. Whenever in the opinion of the Employer, it is necessary for the protection of other employees or their families the contractor shall arrange to move any of his employees found to be suffering from contagious diseases to a hospital. The contractor shall, if required by the Employer, subject all his employees to regular medical checkup and produce satisfactory evidence of their being free from any contagious disease.

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

8.7 WITH-HOLDING PAYMENT:

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

8.7.2 The Employer is empowered to deduct/recover any amount due from contractor to the employer on any account including the other works carried out in any other departments of EMPLOYER.

8.8 POSSESSION PRIOR TO COMPLETION:

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

8.9 Contractor shall ensure compliance with all the rules, regulations and statutory obligations of various statutory bodies / authorities in relation to safety, welfare, health, provident fund, ESI Fund, payment of wages, maintenance of records, submission of reports and returns etc., in regard to the contract/Dock Labours engaged by him for the work of Employer. In particular, he will ensure the following:

8.9.1 Whenever any accident occurs which either:

a) Causes loss of life to a worker;

b) Disable a worker from work on which he was employed for the rest of the day of shift in which

It shall also be notified to Inspectorate of Dock Safety and Dock Labour Board within applicable statutory limit;

or

To Safety Department of the Principal Employer if the accident is inside/near Plant premises; to Local Employees' State Insurance Corporation Office as per the Employees' State Insurance Act, 1948 / Commissioner for Employee's Compensation as per the Employee's Compensation Act, 1923 and any case to relevant law and order authorities .

The injured person shall be given first aid immediately, conveyed to the hospital or other place of treatment.

8.9.2 Where any accident causing disablement or death occurs, the contractor shall be liable for such injury or death caused as a result of such accident either within or outside the working place in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensation claimed by his labour or staff or under Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923 / Tribunal and other relevant laws of the land. He shall also indemnify the PRINCIPAL EMPLOYER and pay all such sums as may be awarded in respect of claims for compensation arising out of or consequent to any accident to any staff or Labour working under him pursuant to the provisions of the Employees' State Insurance Act, 1948 / Employees Compensation Act 1923 (VII of 1923 and XV of 1933) or any subsequent modifications or amendments to the Act thereof. All costs incurred by the RINL / VSP in connection with any such claims should be made good by the Contractor and the RINL / VSP reserves the right to pay in the first instance such amount of compensation as is payable under the said Act or any other Act / rules and recover the amount so paid from the contractor's bills, security deposit or other ways.

8.9.3 The contractor shall ensure that all lifting machinery, including all parts and necessary gears, whether fixed or movable, shall be of good material, adequate strength, free from patent defect and maintained in good and working order and shall have been tested and examined by competent person from time to time under intimation to the Employer. Cranes used by the contractor subjected to load test once in a year through an authorized Contractor based on the safe working load of the cranes. The contractor shall submit these test certificates to the employer. The Contractor shall ensure use of safety appliances by the labour engaged by him as prescribed by the concerned statutory authorities.

8.9.4 Where contract labour are handling equipment projecting with sharp edges or similar dangerous projecting parts such labour shall be provided with suitable protect equipment like helmets, safety boots and gloves etc., by contractor.

9.0 CONTRACT LABOUR:

9.1 The successful tenderer shall obtain necessary license from the competent authority under the Contract Labour (Regulations & Abolition) Act. 1970 and Contract Labour (Regulations & Abolition) Central Rules, 1971 framed thereunder (including amendments thereof within the time limit allowed by the appropriate Government and shall obtain and submit copy of such License before start of the work. Failure of which, the contract shall automatically come to an end immediately on the expiry of such time limit and EMD / Security Deposit shall stand forfeited.

9.2 The contractor shall have to produce to the Employer or its designated Officer, the renewed license before expiry of the license. In case the contractor fails to produce the statutory/renewed license within the stipulated period the contract shall automatically come to an end.

9.3 The contractor shall be bound to carry out, perform and observe all the obligations of the principal employer under the various Acts and rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the company or its designated officer.

9.4 Whenever any claim for payment of a sum of money arises and as security for fulfillment of the obligations, the contractor will be deemed to have authorized the employer to set off any claims under various acts and rules in force from time to time, against the bills payable to him and also to with-hold the payments due to him till such time as the requirements of laws are complied with or to adjust payments to be made to and / or on account of the employees of the Contractor from the amounts payable to him.

9.5 The contractor shall have to maintain the following registers as prescribed under CL(R & A) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 and Inter State Migrant Workers (Regulation of Employment and Conditions of Service) Central Rules, 1980. In addition to the forms and registers specified in the above said labour acts the contractor has to maintain the registers in line with the Gazette Notification no: 126 dt: 21.02.2017 under the name "Ease of compliance to maintain Registers Under various Labour Laws Rules, 2017", Forms and Reports in line with Gazette Notification no: 235 dt: 28.03.2017 under the name "Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 issued by Ministry of Labour and Employment, Government of India." Also and show such registers/forms to the concerned officer in charge of the Employer or his nominee as and when called for.

- a) Register of Employees in Form A
- b) Muster Roll in Form D
- c) Register of Wages in Form B
- d) Register of deductions for damage or loss in Form C
- e) Register of Over Time in Form B
- f) Register of Fines in Form C
- g) Register of Advances in Form C
- h) Wage slip in Form XIX.
- i) Register of workmen in Form A
- j) Employment Card in XIV.
- k) Service Certificate.

The contractor has to file the Annual returns through online using Shram Suvidha portal as per the directions of Ministry of Labour and Employment and the copy of the same is to be submitted to the Representative of the Employer.

9.6 a) Fine for delayed payment/non-payment of wages:

If the contractor fails to pay wages within the stipulated time i.e., by 7th working day of the subsequent month, a penalty up to 1% of the gross wages (Basic, DA & Over time(if any) except Adhoc, SMA, ASMA and other allowances) of the workers will be levied for every day of lapse subject to a maximum of 10% in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual/habitual default.

b) Payment of Wages through banks:

The contractor shall pay wages not less than the minimum wages notified by the appropriate government from time to time to the workers deployed by him. The payment shall be made on the due dates either by way of crossed cheques or crediting the wages to the bank accounts of the concerned contract workers. Proof of such payments shall be submitted by the contractor to the Engineer-in-charge by 10th of the subsequent calendar month.

9.7 The contractor will be required to furnish to the Employer the following particulars as proof of payment of wages after the commencement of the work in question.

- a) Wage period.
- b) Place of disbursement of wages.
- c) Payment and date of reimbursement of wages.

The above particulars are also required to be displayed in the form of a notice at the work place and a copy of the same is required to be sent by the contractor to the Inspector under the Contract Labour (R&A) Act,

1970 and Contract Labour (R&A) Central Rules, 1971. The payment of Wages/salaries shall be made by way of Crossed Cheques or by crediting the wages/salaries in the Bank Accounts of concerned workmen where the banking facilities are not available, the wages/salaries may be paid by cash.

- 9.8 The contractor shall undertake and be responsible to provide canteen facilities for the workers employed by him in compliance of Chapter-V of the Contract Labour (Regulations & Abolition) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the contract Labour (R&A) Act, 1970 and Contract Labour (R&A) Central Rules, 1971 at every place where contract labour is employed by him.
- 9.9 The contractor shall not allow the use or sale of ardent spirits or other intoxicated beverages in the working area or any of the building, premises occupied by the contractor in connection with the work.
- 9.10 GST shall be applicable on all penalties (like liquidated Damages, milestone penalties, risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of security deposit/earnest money deposit etc.) if levied by the employer on the contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries.
- 9.11 The contractor shall ensure that the working hours for the female workers, if any, employed by them shall be regulated as per the provisions of the Factories Act, 1948 and that no women workers are made to work inside the Employer's premises except between 6.00 AM to 7.00 PM on any working day. No child will be allowed in the premises.
- 9.12 The contractor shall further ensure that proper discipline and decorum is maintained by the workmen/employees engaged by him in the Employer's premises.
- 9.13 If any loss arises due to theft, pilferage or damage of articles, which have been provided for work, the contractor will be responsible and cost of articles and quantum of damage as will be settled by the Employer, will be recovered from the contractor. The contractor shall, if necessary, provide their labourers with Torch Light, stick etc.
- 9.14 The contractor should register themselves with the Regional Provident Fund Commissioner. The contractor will be required to follow the provisions of the Employees' Provident Funds and Miscellaneous Act, 1952 failing which no payment will be made to the Contractor.

The Contractor shall ensure strict compliance with provisions of the Employees' Provident Fund Act, 1952 and the scheme framed there under in so far as they are applicable to their establishment and agencies engaged by them. The contractor is also required to indemnify the employer against any loss or claim or penalties or damages whatsoever resulting out of non-compliance on the part of the contractor with the provisions of aforesaid act and the schemes framed there under.

9.15 ADDITIONAL INSURANCE COVERAGE:

The Contractor shall take insurance policy for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees five lakhs only) for deaths arising out of accidents on duty to the contract labour engaged by him. As and when death takes place arising out of accidents on duty, the contractor is required to pay the exgratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees State Insurance Act, 1948 / Employees' Compensation Act, 1923, Public Liability Insurance Policy (Third Party insurance) or any other insurance taken by the contractor or any other Contractor to cover the workmen. The Contractor shall update the said insurance policy from time to time on par with contract labour employed by EMPLOYER through contractor.

Insurance: The Contractor shall maintain and shall require his Sub-Contractors to maintain in full force and effect, from Insurance Companies in India acceptable to Representative of EMPLOYER/Engineer, from the time of execution of his Agreement:

- c) All such insurances as are required by law for the purpose of the Contract at the cost of Contractor.
- d) All such insurances required in respect of equipment purchased out of advance received from Employer at the cost of Contractor.
- e) Any additional insurance required specifically by the Employer/Engineer at the cost of Employer.

9.16 Employees' State Insurance Act: The successful Contractor should follow the procedure that shall be implemented in order to comply with the provisions of the Employees' State Insurance Act, 1948 and submit a copy of the Employees' State Insurance registration certificate indicating their Employees' State Insurance code number. The contractor should give all the particulars of workmen including Employees' State Insurance number(s) engaged by them before commencement of work and changes during the course of work shall be intimated by the contractor to the representative of EMPLOYER along with insurance code number where necessary. The contractor should deposit Employees' State Insurance Fund contributions (employee's + employer's (in this case contractor) contributions) on or before 21st of the subsequent month of the wage period in their independent Employees' State Insurance code number as per rules. The contractor should submit the remittance copy of challans containing the work order number along with list of workers with contribution details to the representative of EMPLOYER and Zonal Personnel Executive every month. The contractor should submit returns to Employees' State Insurance Corporation authorities under the provisions of the Employees' State Insurance Act, 1948 and rules framed there under and copy of the same shall furnish to EMPLOYER representative and Zonal Personnel Executive. The contractor should maintain the records such as attendance, wage registers, contribution registers, etc as per provisions of the Employees' State Insurance Act, 1948.

The Contractor shall at all times indemnify the Employer against all claims for compensation under the provisions of the Employees' State Insurance Act, 1948 / Employees' Compensation Act, 1923, as amended from time to time or any other law for the time being in force by or in respect of, any workmen employed by the Contractor in carrying out the contract and against all costs and expenses or penalties incurred by the employer in connection there with and (without prejudice to any other means of recovery) the employer shall be entitled to deduct from any money due or to become due to the Contractor (whether under the contract or any other contract) all moneys paid or payable by the employer by way of Compensation aforesaid or for costs or expenses in connection with claims thereto and the contractor shall abide by the decision of the employer as to the sum payable by the Contractor under the provisions of this clause.

Reporting of accidents to the employer and other local authorities concerned pertains to labour: The contractor shall be responsible for the safety of all employees and / or workmen employed or engaged by him on and in connection with the work and shall report to the employer and other local statutory authorities concerned, all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.

9.17 The contractor has to follow all the statutory provisions that are applicable to Contract Labour. Zonal Personnel Executive (Contract Labour Cell) shall give clearance on submission of required valid / correct and complete documents for such clearance. On producing such proof and clearance from the concerned Contract Labour Cell, the final bill of the contractor will be released, on 30th day from the date of submission of required valid / correct and complete documents in all respects.

The following deductions per workman deployed category-wise shall be made from the bills/amounts due to the contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:

Basis for the following calculation is as per the minimum wages stipulated by the appropriate Government from time to time.

Sl. No	Component	Recovery amount per labour w.e.f 01.04.2018 per every WORKING DAY (in Rs.) (Ro)			To be released when
		UN-SKILLED	SEMI-SKILLED	SKILLED	
01	Notice pay	Rs. 39.64ps	Rs 44.79ps	Rs.52.51ps	After the Contractor makes payment to the workmen in the presence of Representative of RINL/VSP/Engineer and Zonal Personnel Executive (CLC) representatives. A certificate to this effect is to be enclosed with pre-final bill. (to be paid with RA bill / pre-final bill)
02	Retrenchment compensation	Rs.19.82 ps	Rs .22.40 ps	Rs .26.26ps	
03	Leave with wages	Rs.24.40ps	Rs. 27.56ps	Rs.32.32ps	
Sub-total		Rs.83.86ps Per every working day	Rs.94.75ps Per every working day	Rs.111.09ps Per every working day	
04	Bonus	Rs.39.63 ps	Rs. 44.77ps	Rs. 52.49ps	After the Contractor makes payment to the workmen in the presence of Representative of RINL/VSP/Engineer and Zonal Personnel Executive (CLC) representatives. A certificate to this effect is to be enclosed with RA bill / pre-final bill. (to be paid with RA bill / pre-final bill as and when paid by the Contractor)
Grand total		Rs.123.49ps Per every working day	Rs.139.52ps Per every working day	Rs.163..58ps Per every working day	
10% towards profits & overheads		Rs.12.35ps	Rs .13.95ps	Rs.16.36ps	
Total amount for recovery		Rs. 135.84ps	Rs.153.47ps	Rs.179.94ps	

9.18 In case of failure of the contractor to comply with any of the above, the following action will be taken by the Employer.

Lapse	Action by the Company
1) Payment of wages at rates less than those notified under the minimum wages notification.	1) 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 of the contractor as certified by the representative of the Engineer Incharge.
2) Non payment of wages.	2) An amount equivalent to wages payable by the contractor applicable for the relevant period shall be recovered from the bills of the contractor as certified by the Engineer Incharge.
3) Nonpayment of PF.	3) Recovery of PF amount and an amount equivalent to maximum fine and interest leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF and MP Act and Rules for delayed remittance of PF contribution both the employees and employers (in this case contractor) contribution and administrative charges shall be recovered from the bills of the contractor as certified by the Engineer Incharge.
4) Delayed payment of PF.	4) An amount equivalent to maximum fine leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF and MP Act and Rules for delayed remittance of PF contributions both the employees and employers (in this case contractor) contributions and administrative charges shall be recovered from the bills of the contractor as certified by the Engineer Incharge.
5) Non-payment of ESI:	5) Recovery of ESI fund amount and an amount equivalent to maximum fine leviable by Employees' State Insurance Corporation Authorities for the delayed period under the provisions of ESI Act 1948 and Rules for delayed remittance of ESI contributions both the employees and employers (in this case contractor) contributions and administrative charges shall be recovered from the bills of the contractor as certified by the Engineer Incharge .
6) Delayed payment of ESI:	6) An amount equivalent to maximum fine and interest leviable by Employees' State Insurance Corporation Authorities for the delayed period under the provisions of ESI Act, 1948 and Rules for delayed remittance of ESI contributions both the employees and employers (in this case contractor) contributions shall be recovered from the bills of the contractor as certified by the Engineer Incharge.
7) Non-payment of ad-hoc amount Rs.300/- per month:	7) An amount equivalent to actual payable towards ad-hoc amount to the workmen engaged for relevant period shall be recovered from the bills from the contractor as certified by the Engineer Incharge.

1. The recovered amount under clauses 1, 2, 3, 4, 5 and 6 will be refunded along with subsequent Running Account bill / Final Bill on certification by Manager that the Contractor has since complied with the provisions of payment of wages, adhoc payments, PF and ESI contributions.

2. In the case of completed works, the recovered amount under clause no.4 & 6 above, will be refunded to the contractor along with Final Bill of the subject work on submission of no due / no claim certificate from the Contract Labour Cell (Non-Works Zone) of RINL / VSP that the contractor has since complied with the provisions of payment of PF and ESI contributions.

10.0 RIGHT TO RECOVER THE DUES:

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

11. NEGLIGENCE:

- 11.1 If the contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Employer in connection with the work, or shall contravene the provisions of the contract, the Employer may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained within such time as may be deemed reasonable and in default of the compliance with the said notice the Employer without prejudice to his rights under clause 11.2 hereto, may rescind or cancel the contract holding the contractor liable for the damages that the Employer may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be done by the contractor.
- 11.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving there-of, the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for the sake of making good, then and in such case without prejudice to the Employer's right under 11.1 hereto the Employer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hand and may complete the work envisaged in the Contract at the contractor's risk and cost either departmentally or may re-contract at a reasonable price with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.
- 11.3 In such event, the Employer shall, without being responsible to the Contractor for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- 11.4 If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackles or other things the property of the contractor as may not have been used up in the completion of the works may be sold by the Employer and the proceeds applied towards payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, cost and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackles or other things not used in the completion of the works and remaining unsold shall be removed by the contractor.

12.0 CONSTRUCTION OF CONTRACT:

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

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

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

14 NON-WAIVER OF DEFAULTS:

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

15. GENERAL DIRECTION OF WORK:

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

16. WORK TO BE DONE TO THE SATISFACTION OF THE EMPLOYER:

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

17.0 SERVICE OF NOTICE ON THE CONTRACTOR:

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

18.0 SERVICE OF NOTICE ON THE EMPLOYER:

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

19.0 INDEMNITY:

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

20.0 INSURANCE:

20.1 The Employer shall not be in any way responsible for any accident or damages incurred or claim/claims arising there from during the period of contract.

20.2 In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all legislations and rules of State and / or Central Government or other local authority as the case may be including those governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for Labour employed. The Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (R&A) Central Rules, 1971, The Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 / Employees' Compensation Act 1923, The Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Factories Act, 1948, Industrial Disputes Act, 1947, Child Labour (Prohibition and Regulation) Act, 1986 and Maternity Benefit Act, 1961 and AP Labour Welfare Fund Act, 1987 and other statutes and amendments thereof and other statutory obligations with regards to fair wages, welfare amenities and safety measures, maintenance of registers etc. will be deemed to be the part of the contract. The contractor shall take out necessary License under the contract Labour (R & A) Act 1970 (including amendments thereof) within the time limit allowed by the appropriate government and on his failing to do so, the contract shall automatically come to an end immediately on the expiry of such time limit and earnest money / security deposit shall stand forfeited.

20.3 The Employer will not be responsible for any damages suffered to the movable/immovable machinery, equipment, assets and personnel of the Contractor during the course of operation and the Contractors in their own interest should obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account will be entertained by the Employer.

21.0 CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC:

21.1 On receipt of material, the Contractor shall assume custody thereof and remain responsible there for until those are handed over to the Employer or properly accounted for.

21.1.1 The Contractor shall whether acting as the Employer's agent or as custodian be responsible for communicating to the Employer any shortages, thefts, breakage or damages etc., as soon as they come to his notice.

21.1.2 If the Contractor loses materials belonging to the Employer while in his care and custody, then recovery will be effected as per clause no. 4.1.6 of Special Conditions of the contract. In case, any damage is caused to the materials while in his care and custody, the damage will be assessed by the Employer and the same will be recovered from the RA bills of the contractor. For this purpose, the damages/amount of recovery as assessed by the Employer shall be final and binding on the Contractor.

22.0 MALPRACTICE:

22.1 If contractor is found guilty of:

Indulging in any malpractice namely, but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents etc., in support of any claim against the Employer or reduction of any liability or in connection with the work with the Employer or indulging any other act which is an offense under the provisions of the Indian Penal Code, the Employer, without prejudice to its any other legal rights, be entitled to summarily terminate the contract and forfeit the Security Deposit.

23.0 DEATH, BANKRUPTCY ETC:

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

24.0 CAPACITY OF THE TENDERER:

24.1 Technical capacity:

24.1.1 The tenderer shall furnish details of works and magnitude carried out by him as per the proforma in these tender documents with documentary evidence wherever possible (Appendix I).

24.2 Legal capacity:

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

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

24.3 Financial capacity:

24.3.1 The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The tenderer shall also, submit the Income-Tax returns of latest three years filed with IT Department containing Permanent Account Number (PAN) along with the acknowledgement copies of the same.

25.1 The tenderer shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders/opening of technical/price bid.

26.0 REJECTION / ACCEPTANCE OF THE TENDER:

26.1 The Employer reserves the right to accept, reject/cancel this tender in full or part at any time before acceptance without assigning any reason whatsoever.

27.0 NEGOTIATION:

27.1 The Employer reserves the right to negotiate with eligible party after opening of the tenders. Non-compliance by the party to such request for negotiation shall render his tender liable to rejection.

27.2 Tenderer shall not increase his quoted rates in case the Employer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall still be binding on the tenderer.

28.0 CANVASSING:

28.1 Canvassing in any form is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable to rejection.

29.0 SIGNING OF THE AGREEMENT:

29.1 On the tender being accepted by the Employer an agreement in respect of the contract will be signed and executed by and between the employer and the contractor. All costs, charges and expenses if any incidental to the execution of the said agreement shall be borne by the contractor. Till the agreement is signed, LOI issued will be treated as contract along with schedule of rates, General and Special Conditions of Contract. The General and Special Conditions of Contract and Schedule of Rates are complimentary to and shall be read in conjunction to each other. In case of contradiction between General Conditions of the Contract and Special Conditions of Contract on any issue, a provision of Special Conditions of Contract will supercede the corresponding provision of General Conditions of Contract.

29.2 The Employer reserves the right to issue addenda to the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the documents submitted with this NIT. Each addendum issued will be distributed to each tenderer or his authorised representative and the addendum so issued shall form a part of the original tender.

30.0 QUERIES/ CLARIFICATIONS:

30.1 All queries/ clarifications/ correspondence concerning this tender shall be referred by the tenderer directly to the Dy. General Manager (ITD) Marketing Department, Visakhapatnam Steel Plant, Administrative Building, Visakhapatnam - 530 031, Andhra Pradesh.

30.2 All Tenderers are requested to take special note of the above procedure and observe the same strictly.

31.0 SETTLEMENT OF DISPUTES

31.1 All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the construction, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the Contractor amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute. The mutual discussion shall be without prejudice to the rights of the parties to proceed to

arbitration. If however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the construction, meaning, operation or effect of this contract or the breach thereof shall be settled by Conciliation and Arbitration. In cases where Conciliation fails, the parties shall resolve their disputes/differences through Arbitration.

31.2 The said Conciliation/Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/ amendments thereto.

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

Conciliation:

- a) The person to be appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of RINL,VSP or a retired officer of similar grade of RINL,VSP or other P.S.U.s and shall be appointed by RINL, VSP.
- b) The Fee payable to Conciliator (Conciliator other than serving officer of RINL,VSP) shall be a fixed amount of Rs.50,000/-. The other expenses such travelling, boarding & lodging etc., shall be reimbursed as per actual.
- c) The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.

Arbitration:

- a) In case where the sum of the claim(s) made is equal to or less than Rs.5 Crores, the disputes/differences shall be referred to a Sole Arbitrator to be appointed by RINL, VSP.
 - b) In case where the sum of the claim(s) made is more than Rs.5 Crores, the disputes/differences shall be referred to a three member Arbitral Tribunal, consisting of nominee arbitrators of each party and the Third/Presiding arbitrator, who should be a former judge of either any High Court or Supreme Court of India, shall be appointed by the said two arbitrators nominated by the respective parties.
 - c) The Fee payable to the Arbitrator(s) shall be in line with the Fourth Schedule (inserted by Amendment Act No.3 of 2016) and the Rules framed if any under the Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/- to each Arbitrator. The costs and incidental expenses etc. for conducting the Arbitration proceedings and the Fee payable to the Arbitrators shall be born equally by both parties.
- 31.4 The seat and venue of Conciliation/Arbitration shall be at Visakhapatnam, Andhra Pradesh. The language of Conciliation/ Arbitration shall be English.
- 31.5 The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.
- 31.6 Both parties agree that no interest shall be awarded by the arbitrator/arbitral tribunal in any arbitration proceedings pertaining to this contract.
- 31.7 Notwithstanding the existence of any dispute and differences or conciliation or arbitration in terms hereof or otherwise, work under the contract shall continue during the arbitration and each party shall continue and be bound to continue to perform their respective obligations according to the contract, and, the parties shall remain liable and bound in all respects under the Contract. Provided further that, no reference to Arbitration, whether the final bill for the contractual work has been passed or not, shall be made later than 6 months from the date of satisfactory completion of the work under the contract.
- 31.8 The courts at Visakhapatnam, India with the exclusion of all other courts, shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

32.0 FORCE MAJEURE:

32.1 The Employer and the Contractor shall not be in any way, liable for non-performance either in whole or in part of the contract or for delay in performance thereof in consequences of strikes, lock out, fire, riots, war or insurrection or restraints imposed by Government, act of legislature or other authorities.

33.0 Tenderers shall along with their tenders submit the following:

33.1 Name and address of the Banker together with a certificate from the Banker certifying financial standing to handle minimum volume of work amounting up to Rs.1,60,00,000/- for VPT or/ GPL (for each port) (or) Rs.3,20,00,000/- for both ports as the case may be depending on the choice of port/ports for which bids are submitted, by the tenderer from their bankers.

33.2 Income-tax returns of latest three years filed with IT Department containing PAN reference along with acknowledgement copy of the same should be furnished subject to clause no. 7.2 of NIT.

33.3 Schedule of similar works carried out by the tenderer in the proforma shown in Appendix-I of Special Conditions of Contract with documentary evidence.

33.4 Schedule of trucks/ trailers/tippers/Dumpers to be employed on lease and or as owned together with the proof of lease/ownership in the proforma shown in Appendix-II of Special Conditions of Contract.

33.5 Details of cranes/ forklifts/proclains/payloaders/ caterpillarsequipment to be deployed by tenderer for the work to be employed on lease and or as owned together with the proof of lease/ownership in the proforma shown in the Appendix-III of Special Conditions of Contract.

33.6. Each tenderer, while submitting his offer submit a declaration (Appendix-IV of Special Conditions of Contract) as to whether he has any relative within the meaning of Sec. 6 read with schedule IA of the Companies Act, 1956 employed in any capacity in the COMPANY. In case, he has any relatives employed in any capacity in the COMPANY, the full name, particulars of position held under the COMPANY must be clearly indicated. In case, the tenderer is awarded the contract, he shall inform the COMPANY if any of his relatives join employment of RINL on award and during the continuance of the contract.

33.7 The successful tenderer has to submit the copy of Registration / License of his establishment under Contract Labour (Regulation & Abolition) Act. 1970 namely Sec.12 of the said Act before the date of commencement of work.

33.8 If the offer is not accompanied by such declaration referred to above in para 33.6, the same shall be treated as incomplete and will be liable to rejection. In the event of furnishing wrong declaration in this behalf by a tenderer whose offer happens to have been accepted by the Company, the Company reserves the right to rescind the contract forthwith as soon as the fact comes to light. The contractor shall in such case make good to the Company any loss or damage resulting from such cancellation.

34.0 GENERAL:

34.1 Should there be any discrepancy, inconsistency error or omission in the contract document or any of them, the matter shall be referred to the Employer for his decision which shall be final and conclusive and the contractor shall carryout the work in accordance with such decision.

34.2 The Employer shall not provide any facilities other than those which are specifically provided in the General Conditions of Contract.

34.3 All contracts or terms thereof entered into between the Employer and the contractor shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

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

- 34.4 No guarantee is given as to any definite volume of work which will be entrusted to the Contractor at any time or throughout the period of the Contract.
- 34.5 No claims will be entertained from the contractor for his equipment or labour having remained idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
- 34.6 The contractor shall carry out, perform and observe the provisions of the Customs Act, Factories Act, Shops and Establishment Act, Workmen Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970, Employees' Provident Fund Act, 1952, the Minimum Wages Act. 1948, the payment of wages Act. 1936 or any other enactment passed by the Parliament or State Legislature and any rules made thereunder by the appropriate Govt./s in any way affecting the labourers and staff employed by the contractor and also indemnify the Employer against any liability that may be imposed by law or by the Govt. for non-observance of any of the provisions of these Acts and enactment, the Employer reserves the right to recover any amount from the contractor by deduction from his bills, Security Deposit including Performance Guarantee Bond if any.
- 34.7 The contractor shall be responsible and will undertake to provide the following welfare facilities for the workers employed by him in compliance of Chapter (V) of the contract labour (Regulation and Abolition) Act. 1970 viz. Rest Room, Sufficient supply of wholesome drinking water at convenient places, sufficient number of latrines and urinals and washing facilities and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the Contract Labour (Regulation and Abolition Act 1970, at every place where contract labour is employed by him.
- 34.8 The contractor shall pay his labourers (Male or female) minimum wages as may be prescribed from time to time by the appropriate Government in that State where the contractor works.
- 34.9 The contractor shall strictly adhere to all rules and regulations as laid down by the D.I.G. (Traffic), the Regional Transport Authority and the Port Trust Authority and the Works Division/ Safety Department of the Employer in the matter of movement of materials/equipment etc.,
- 34.10 The Employer reserves the right to get any portion of work done departmentally or through any other contractor(s) for the whole period of the contract or such time as he deems fit and the fact that the same has not been entrusted to the contractor shall not entitle the contractor to prefer any claim for damage or compensation.
- 34.11 In case the Manager is satisfied that the contractor is unable to execute the work in a satisfactory manner and in accordance with the terms of the contract, he shall have the right to stop the work at any stage and to make arrangements to get the work done in such a manner as he may deem appropriate including through other Contractor(s) or departmentally and to recover from the defaulting contractor all the extra expenditure incurred on this account from the money due or that may become due to the contractor, under the terms of this contract, or any other contract(s) without prejudice to any other right and remedies available to the Employer. The Contractor will not also be entitled to any compensation whatsoever under any circumstances. In case, the Employer chooses to go for issue of fresh tenders at the risk and cost of defaulting contractor, in pursuance of clause of 4.1.3 of ITT and clause no.10.6.4 of SCC, the default contractor will not be issued the tender.
- 34.12 If the contractor fails to deploy sufficient and suitable equipment to execute the work in a satisfactory manner and in accordance with the terms of contract, of which employer shall be the sole judge, with out prejudice to any other rights or remedies available to the Employer, the Employer reserves the right of hiring such equipment from other Contractor(s) or any other sources at the rates being paid by the other Public Sector Undertakings working in the Port area or at the prevailing market rates for handling of such materials. The decision of the Employer in this regard shall be final and binding on the contractor. The extra expenditure incurred on this account will be recovered from the defaulting contractor from the Security Deposit or any other money due or that may become due to the contractor under the terms of this contract.

34.13 The Employer reserves the right of placing of more than one contractor simultaneously as he may think fit against this tender and the contractors may be allotted the share of work at the sole discretion of the Employer.

34.14 The employer may appoint additional contractor(s) even by calling fresh tenders and/or by nomination negotiations to meet an emergency or for any other reason, if the employer whose decision shall be final, is satisfied that the contractor is not in a position to Tender specific services within the period in which such services are required.

34.15 Any work, not specified in the schedule of rates, however petty may be is to be carried out only on a special written authority from a duly authorised officer of the Employer.

34.16 DOCUMENTS REQUIRED:

1. Immediately on receipt of work order, the successful tenderer shall obtain and submit the following documents to the representative of the Employer with a copy to Zonal Personnel Executive (ZPE) before start of work.

- a) Copy of the Labour License issued by the Office of the Regional Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India, Visakhapatnam.
- b) Copy of the independent Provident Fund Certificate issued by Provident Fund Organization, Government of India indicating their Provident Fund code number and a certificate from the Regional Provident Fund (RPF) Authorities confirming that the Provident Fund Account is under operation and also giving the details of the deposits credited to their RPF account during the last one year. In case the same is not available, they shall submit a letter of undertaking to submit the same before the commencement of the contract.
- c) Copy of the Employee's State Insurance Registration Certificate indicating their Employee's State Insurance Code number. In case the same is not available, they shall submit a copy of letter of undertaking to submit the same before award of the work. In case, the Employees' State Insurance Act, 1948 is not applicable by any reason, the Employees' Compensation Act, 1923 is applicable for the workmen engaged by the Contractor.
- d) Insurance policy covering ex-gratia payment of Rs.5,00,000/- (Rupees Five lakh only) for death arising out of accidents on duty to the contract labour engaged by him. As and when death takes place, arising out of accidents on duty, the contractor is required to pay the ex-gratia amount within 30 days to the legal heir of the deceased from the date of death takes place arising out of accidents on duty. This insurance is in addition to the statutory insurances under Employees State Insurance Act, 1948 / Workmen's Compensation Act, 1923, Public Liability Insurance Policy (Third Party Insurance or any other Insurance taken by the Contractor or any other Contractor to cover the workmen. The contractor shall update the said insurance policy from time to time on par with contract labour employed by EMPLOYER through contractor.
- e) Copy of the public liability insurance policy for the third party insurance for Rs.50,000/-.
- f) Safety clearance from the Safety Engineering Department of EMPLOYER.

2. Insurance: The contractor shall maintain and shall require his Sub-Contractors to maintain in full force and effect, from Insurance Companies in India acceptable to Representative of Employer, from the time of execution of his Agreement:

- A) All such insurances as are required by law for the purpose of the Contract at the cost of Contractor.
- B) All such insurances required in respect of equipment purchased out of advance received from Employer at the cost of Contractor.
- C) Any additional insurance required specifically by the Employer/Manager at the cost of Employer.

Contractor shall ensure that the insurer shall furnish to the Representative of Employer with evidence of such insurance a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should Contractor default in paying any

premium when due, Representative of Employer, without prejudice to other remedies set forth in this Agreement shall be at liberty to pay such premium and recover the same from the Contractor.

Any such insurance requirements are hereby established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.

The provisions contained within this Article are not intended and do not impair or in any manner limit the liabilities or obligation assumed by Contractor as may be set forth more fully elsewhere in this Agreement.

3. Damages to persons & property: The contractor shall (except if and so far as the Contract otherwise provides) indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever (including surface or other damages to land or trees or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation to, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the employer against any compensation of damages for or with:
 - a) The permanent use or occupation of land by the works or any part thereof (save in respect of damages to crops as aforesaid)
 - b) The right of the Employer to construct the works or any part thereof on over, under, in or through any land.
 - c) Interference whether temporary or permanent resulting in any right or light, air way or other assessment or quasi assessment which is the unavoidable result of the construction of the works in accordance with the contract.
 - d) Injuries or damages to person or property resulting from any act or neglect done or committed during the currency of the contract by the Employer, his agents, servants or other contractors (not being employed by the contractor) or for in respect of any claim demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.
4. Third party Insurance: Before commencing the execution of the works the Contractor (but without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any Person (including any employee of the Employer) by or arising out of the execution of the works or temporary works or in the carrying out of the contract, otherwise than due to the matters referred to in the provisions of clause 34.16 hereof.
5. Minimum amount of third party Insurance: Such insurance shall be effected with an insurer and in terms, approved by the Employer and for an amount not less than the amount of Rs.50,000/- (Rupees fifty thousand only) and the Contractor shall whenever required, produce to the Representative of EMPLOYER the valid policy or policies of insurance and the receipts for payment of the current premium. The contractor shall update the said insurance policy as per the instructions of the employer from time to time.
6. Accident or injury to Workmen: The employer shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Employer, his agents or servants and the Contractor shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
7. Compliance with Statute, Regulations etc: The contractor shall conform in all respects with the provision of any such Statute, Ordinance, or Law as aforesaid and the rules, regulations or bye-laws of

any local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such rules and regulations of public bodies as aforesaid and shall keep the employer indemnified against all penalties and liability of every kind for breach of any such statute, Ordinance, law, Rule, Regulation or Bye-Law.

8. Supply of Plant Materials and Labour: Except where otherwise specified, the contractor shall at his own expense supply and provide all the constructional plant materials both for temporary and for permanent works. Labour (including the supervision thereof) transport to or from site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
9. Submission of Returns of Labour: The contractor shall submit returns in such form and at such interval as the Representative of EMPLOYER/Manager may prescribe showing numbers of different labour employed on the works from time to time by the contractor.
10. Observance by sub-contractors: The contractor shall also be responsible for the observance of the aforesaid provisions by sub-contractors employed by him in the execution of the contract, if any. Such sub-contractors shall be authorized by the employer.
11. The contractor shall follow the provisions of Indian Factories Act, 1948 and all rules made there under from time to time as applicable and shall indemnify the employer against all claims of compensations under the provisions of the act in respect of workmen employed by the contractor in carrying out the work against all costs, expenses and penalties that may be incurred by the employer in connection therewith.

12. SAFETY:

- a) The successful tenderer and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like canvass/LF Gloves/Woolen mittens, safety shoes, Gum boots Tested Double lifeline Full body harness, safety helmets, duster cloth, dust mist respirators etc. In addition to this, successful tenderer shall also provide additional safety appliances as per requirement and follow safe working practices. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The successful tenderer shall take adequate safety precaution to prevent accidents at site. The successful tenderer shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the and /or port authorities RINL/VSP and /or port authorities from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep RINL/VSP indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and clearance from SED /Contract operating department of RINL/VSP and/ or Port authorities of RINL/VSP. The workmen must use required PPE's while on the work. Use of safety helmet and shoe is must.
- d) All the safety appliances required for safe working as decided by SAFETY ENGINEERING DEPARTMENT (SED)/Contract operating department of RINL/VSP and/or port authorities shall be provided by the successful tenderer to his workmen.
- e) Clearance to start the job will be obtained by the successful tenderer in form 'A&B' before start of work. The forms may be obtained from the dept. concerned of RINL/VSP.
- f) Works at height cannot be started without clearance from Zonal Safety Officer of RINL/VSP. The workers engaged for work at height shall possess height pass from SED of RINL/VSP.

- g) Contravention of any safety regulation of VSP and/or port authorities in vogue from time to time will result into work stoppage, levying fines and ultimately in contract termination.
- h) The successful tenderer must adhere to all the applicable statutory laws pertaining to safety, health and environment.
- i) Contractors/ their employees/ their labourers/ their vehicles etc are expected to follow the prevailing safety norms of the company.
- j) In case of any violation of the prescribed safety norm, applicable penalties as per Annexure-D(issue dtd.08.07.2017) shall be levied on the contractor. In case of non-payment of penalty by the contractor, the same shall be recovered from their bills/EMD/SD etc. The penalties mentioned in the list are in addition to those applicable as per statutory acts/rules. In case of any penalty imposed by statutory authority, the same shall be over and above the contractual clause.
- k) The successful tenderer shall ensure all necessary precautions for safe handling of material including the equipment.
- l) Reporting accidents: The contractor shall be responsible for the safety of all employees and/or workmen employed or engaged by him on and in connection with the work and shall report to the employer and other local authorities concerned, all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.

13.LABOUR DEPLOYMENT:

- a) The contractor shall deploy his labour as per requirement and as instructed by the Representative of the Employer. It may be necessary to carryout the work round the clock based on requirement and schedule provided. The contractor's rate shall cover such eventualities.
 - b) Only trained, experienced, safety inducted workers acceptable to the Representative of the Employer shall be engaged on this work, work shall be executed as per specifications to the satisfaction of the Representative of the Employer.
14. The contractor, his supervisors and workmen shall observe entry and exit timings strictly.
15. After completion of work activity, the site has to be cleared of all debris, construction material and the like.
16. The successful tenderer shall start the work immediately after obtaining gate passes and safety induction training and clearance from the Representative of the Employer.
17. INTEGRITY PACT: The tenderers shall compulsorily sign and accept the Integrity Pact given in Appendix-VIII.

SPECIAL CONDITIONS OF THE CONTRACT

1.0 SUBJECT

- 1.1 The scope of work under the contract includes: a) Transportation of Pig Iron&Steel from Visakhapatnam Steel Plant, Visakhapatnam to Visakhapatnam Port or Gangavaram Port, unloading and stacking at Port yard, b) Loading & transportation to the wharf, On Board stevedoring, lashing, securing, providing lighting, security and documentation for export consignment of Pig Iron & Steel, c) Loading & transportation of export surplus/ survey rejections from Port yard to the designated place in the plant / port, unloading and stacking and d) transportation of Pig Iron and Steel products from Port yard to Container Freight Station (CFS), as directed by VSP.

2.0 DEFINITION

- 2.1 The definitions as in General Conditions of contract shall apply.

3.0 QUALIFYING CRITERION

- 3.1 Parties interested to participate in the tender should satisfy the following eligible/qualifying criteria:

- 3.1.1 The tenderer should have a valid license as Customs House Agent issued by any Customs authority in India. In case such licence does not entitle them to operate at the quoted port/ports in Visakhapatnam, the same should be submitted within 25 days from the date of issue of Letter of Intent.

- 3.1.2 Firms participating shall possess valid stevedoring license issued by Visakhapatnam Port Trust (VPT) or any other Port in India. In case of non-availability of license, such firms would have to necessarily obtain stevedoring license from VPT within 25 days from the date of issue of Letter of Intent in respect of VPT by RINL.

The firms who are holding license and applied for renewal of the license may have to give a comfort letter from VPT that they will be allowed to operate in the VisakhapatnamPort.

- 3.1.3 The tenderer participating for operations at Visakhapatnam Port should be registered with Dock Labour Board (DLB) / Cargo Handling Division of VPT within 25 days from the date of issue of letter of intent in respect of VPT by RINL/VSP.

- 3.1.4 The tenderer should submit self-attested affidavit stating that they are not under liquidation, court receivership or similar proceedings or debarred from participation in any tender by any Government Departments and Public Sector Undertakings and their financial net worth is not negative during preceding three financial years.

- 3.1.5 The tenderer should have stevedoring experience at VPT or at any other one port, of atleast 50,000 tonnes of any cargo per annum during any two financial years in the preceding three years. Certificate in original to this effect is to be obtained from an authority in VPT or the respective Port Trust or the respective Dock Labour Board not below the rank of Traffic Manager or the Deputy Chairman of DLB indicating the details of year-wise cargo handled. However, in case the Port authorities participating directly as Stevedoring Agencies are exempted from submission of the experience certificates.

- 3.1.6 The tenderer should own or should have a lease agreement on exclusive basis, valid for the period of the contract for minimum of 70 Dumpers, 4 Front-end loaders/ caterpillar and / or proclains, 42 trucks / trailers, 3 hydraulic cranes of adequate capacity and 3 fork-lifts for deployment.

The equipment shall be in good condition and shall be subjected to verification or test. The employer has a right to conduct test or verification of such equipment before issuing work order and/or after award of the contract without prejudice to the other rights of the employer. The contract shall stand cancelled

/withdrawn without any compensation in the event of failure to produce equipment as specified above to the satisfaction of the employer on such verification/tests.

Lease agreement with the following subjective clause is also acceptable: "The lease agreement will come into force only if the lessee becomes successful in the RINL/VSP's tender vide No. VSP/Mktg/Contracts/STEVEDORE/18-19/01 Dt.06.10.2018 and the subject work is awarded to lessee/tenderer".

4.0 SCOPE OF WORK

- 4.1.1 The Contractor shall declare the number of Trucks/ Tippers/ Dumpers / Front-end Loaders/ caterpillars/payloader/ Trucks/Trailors/Cranes/Fork-lifts, etc., available with him for this work and provide the registration numbers of such material handling equipments. He shall have to mobilize and deploy additional resources as required for completing the additional material handling jobs as entrusted by the employer or anyone of his representatives promptly from time to time.
- 4.1.2 The Contractor on receiving instructions from the Employer shall transport material from Visakhapatnam Steel Plant, Visakhapatnam to designated port yards at the rate of minimum 3000/2000MT per day steel /Pig Iron respectively or as agreed between the Employer and the Contractor, provided materials are available at plant. Contractor shall get the tare weight of the transport vehicles at the Employer's weighbridge, place the transport vehicles at loading point as directed by the Employer and take the weighment of the loaded transport vehicle at the Employer's weighbridge. Loading into the transport vehicle would be done by the Employer.
- 4.1.3 In case the contractor does not achieve the rate of transport as in 4.1.2 above, the employer may transport the materials by rail/and by road at the risk and cost of the contractor after giving 48 hours notice before movement. The additional cost incurred if any on this account, shall be recovered from the Running Account Bills/Security Deposit at the discretion of the employer. The employer may also move material by rail/and by road irrespective of transportation rate achieved and unless 48 hours notice due to default by the contractor is given by the employer, the transportation by Rail / Road shall not be at the risk and cost of the contractor. In any case, unloading from wagons at the designated port and custody of the materials shall rest with the contractor as soon as the railway rakes leave the plant premises and the contractor has to unload and transport the material from railway siding within the free time given by railways failing which all consequential wharfage / demurrage charges will be to the account of the contractor only.
- 4.1.4 The Contractor shall be responsible for the quantity of the material taken out from the plant till it is loaded on to the Vessel / Container. Thus the Contractor shall be responsible for the security of the material while it is in transit from plant site to port yard, during its storage in port yard and again during transit from port yard to the wharf / container site and till it is loaded onto the hold of the Vessel / Container and while transporting the export surplus/survey rejects back to the Wharf/designated area in side the plant. The weight of the material recorded at the weigh bridge of the employer shall be the basis for payment for operations mentioned at SL. No.1 of the Schedule.
- 4.1.5 (a)Pig Iron : The Contractor shall take adequate precaution while handling to minimize breakage and consequent arising of Pig Iron chips and dust. While calculating the recovery against the shortages as per clause no.4.1.6 (a) of Special Conditions, no credit will be given for the arising of Pig Iron Chips and Dust / Export shut out wharf returns in excess of 2.5% of Pig Iron quantity exported between one stock verification to another stock verification by the Employer.

Note: Export deliveries in the holds of vessels allows up to 5% of broken pieces below 25mm size. The above wharf return chips and dust does not include the same but, includes all sizes of Pig Iron chips and dust shut out from Exports and returned from wharf.

Content of Non-ferrous dirt, dust and moisture in the Pig Iron delivered from the plant, in the export deliveries and export shut out wharf returns shall be determined by test / survey by an independent Inspection Agency appointed by the Employer. Such determination shall be binding for both the parties.

4.1.5 (b) Steel: The Contractor shall keep and tally the number of coils/bundles and tonnage of Wire Rods, Rebars, Billets, Rounds, Channels, beams, joists, Angles, Squares, Blooms etc., carried by each trip of the transport vehicle. Stock verification may be done at such intervals as desired by the Employer.

4.1.6 (a) Pig Iron: The Contractor shall keep records of tonnage of Pig Iron carried by each trip of the transport vehicle. The Employer is entitled to carry out physical stock verification at intervals desired by Employer. Actual quantity of Pig Iron including Pig Iron chips and dust available at port shall be weighed at Port weighbridge for stock verification.

No allowance is given to the Contractor towards variation in draft survey weight and variation in scale weights for assessing shortages. The surplus of stock if any, found during the stock verification will be the property of Visakhapatnam Steel Plant and no credit will be given to the Contractor. The shortages found on such stock verifications will be recovered @ 125% of ex-plant minimum operating price with applicable GST thereon. Interest for delayed payment together with applicable transportation and Inspection charges along with GST shall be recovered.

Shortages if any will be arrived as per the following formula:

DDM : Dust, Dirt and Moisture as certified by the Inspection Agency.

Q: Net quantity of Pig Iron dispatched from plant to port (i.e., actual weight as per weighment slip – DDM quantity in dispatches to port).

E: Net quantity of Pig Iron exported / loaded into the vessel / container (i.e. quantity as per Bill of Lading – DDM quantity in Export / loaded into the vessel).

C: Net quantity of Pig Iron chips and dust transported from port to plant not exceeding 2.5% of the Pig Iron quantity exported during the period. Credit for Pig Iron– Chips & Dust will be given up to a quantity of 2.5% of Pig Iron quantity exported (i.e., actual weight as per VSP's weigh bridge – DDM quantity of Pig Iron chips and dust transported from port to plant).

B: Net quantity of physical stock of Pig Iron / Pig Iron– Chips & Dust available at port yards after deducting the DDM quantity.

S: Shortage of Pig Iron assessed.

P: Prevailing Ex-plant selling price with applicable GST thereon .

R: Recovery.

$S = (Q) - (E) - (C) - (B)$

$R = S \times P \times 1.25 +$ with applicable transportation and inspection charges along with applicable GST .

For the operation of physical stock verification, the Contractor shall place the dumpers at Port, Load the material to dumpers, transport to port weigh bridge, take weighment at port weigh bridge, re-transport, unload and stack at the designated area at the port. Payment for this operation shall be made as per the rates mentioned at Sl.No.4 of the price schedule for Pig Iron. Pig Iron / Pig Iron chips and dust / wharf return are to be transported back to plant site from port as directed by the Employer. The payment for this operation shall be made as per the rates mentioned at Sl.No.8 of the schedule for Pig Iron.

(b)Steel: Stock verification may be done by counting coils/bundles/pieces remaining at port or by weighment, as decided by the Employer. No payment will be made for verification by counting. For verification by weighment the payment shall be made as per rates mentioned at SL. No.4 of Schedule-II, as the case may be.

No allowance is given to the contractor towards variation in scale of weights. The surplus stock if any found during the stock verification will be the property of Visakhapatnam Steel plant and no credit will be

Shortages if any will be arrived as follows:

- Q: Number or coils / bundles/ pieces or weight of each Product/ Grade/ Size as the case may be, dispatched from plant to port (i.e., in case of weighment, actual weight as per weighment slip and in case of numbers, number of coils / bundles/pieces as per LSGP)
- E: Number of coils / bundles/ pieces or weight of each Product/ Grade/ Size as the case may be, exported / loaded into the vessel / container (i.e. in case of weighment, weight as per Bill of Lading and in case of numbers, number of coils/ bundles/ pieces as per Bill of Lading).
- C: Number of coils/ bundles/ pieces or weight of each Product/ Grade/ Size as the case may be, transported from port to plant (i.e. in case of weighment, actual weight as per VSP weighbridge and in case of numbers, number or coils/ bundles/ pieces as per delivery challan).
- B) Number of coils/bundles/pieces or Weight of each Product/ Grade / Size as the case may be, physically available at port yards at the time of stock verification.
 (i.e., in case of weighment, actual weight as per weighbridge and in case of numbers, number of coils/ bundles/ pieces).
- i) Where the shortage is established in numbers by counting, the weight of such shortage for recovery is arrived at as follows:

Shortage in Numbers (Sn):

$$Sn = (Q) - (E) - (C) - (B)$$

WSn = Weight of Shortage in Numbers

$$WSn = (Sn * \text{Average weight of that particular product dispatched from plant against the Export Stock Transfer Advice under which the shortage was noticed}).$$

- ii) Where the shortage is established by weighment, the shortage is arrived for recovery as follows:

Shortage by weight (Sw) :

$$Sw = (Q) - (E) - (C) - (B)$$

- iii) Shortage recovery calculation:

R= Recoverable amount from the contractor towards shortage against each Product/ Grade/ Size.

$$R = \{ (WSn \text{ or } Sw * P * 1.25) + (I + Ti) \}$$

P = Prevailing ex-plant Selling Price of corresponding Product/ Grade/ Size with applicable GST thereon.

Ti = Applicable Transportation and Inspection Charges with applicable GST.

The decision of employer shall be final with regard to above

4.1.7 The vehicle carrying the consignments shall be guided to the designated port yard by the Contractor.

4.1.8 The Contractor shall be responsible for unloading the vehicle in the port yard. The Contractor shall stack the material as directed by the Employer and not to the convenience of the Contractor. The Contractor has to provide necessary lighting and security to the material during storage at port yard.

In case materials of different sizes/ quality are to be shipped/ transported to the port yard, the Contractor shall arrange to paint a 10 x 30 cms band of paint of different colour for each size/ quality as per colour scheme approved by the Employer for easy identification and to facilitate size-wise, quality-wise stacking at the port/ hold of the vessel.

4.2 The stacking site at the designated place in port yard shall be arranged by the Contractor at their own cost. The expenditure involved in arranging and maintaining the site is deemed to be included in the rate and no separate payment shall be made for this operation.

4.2.1 Adequate wooden dunnage should be provided by the Contractor at the bottom layer of the Coils/Bundles to prevent contact between the material and the surface of the stacking area. In addition to above, for all steel products other than Wire Rod Coils, adequate dunnage should be provided at bottom and side layers of each bundle for easy slinging while removing from the stacks. The expenditure involved in procuring and spreading wooden dunnage shall be deemed to be included in the SI.No.1 and 4 of the Schedules-I & II, and no separate payment shall be made for this operation. A penalty of Re.1 /- per MT with applicable GST shall be recovered for the total lot quantity from the contractor's running bill for not providing proper dunnage in addition to the consequential loss or damages suffered on account of the damage of material.

4.2.2 Contractor shall arrange sprinkling of water on roads / area as directed by port authorities from time to time towards suppression of dust and pollution and no separate payment will be made to the contractor for this operation whatsoever, including the charges / levies made by authorities.

4.3 The contractor shall possess any other license other than that in 3.1 above if required for execution of the work.

4.3.1 The Contractor shall file appropriate documents with customs authorities and obtain customs clearance for export of material. Any charges for filing the said documents will be to the account of the contractor. Documents duly signed by Employer would be handed over to Contractor in this connection. The Contractor shall file the necessary application for preventive O.T. and appraisal O.T. with customs authorities from employer's deposits available with customs and get necessary clearances.

4.3.2 The Contractor shall file appropriate documents including export applications with port authorities to obtain their clearance for export of material.

4.3.3 Contractor should submit all relevant documents for appropriate endorsement for export including Merchant Export, from custom and GST authorities. It is the responsibility of the contractor for execution and follow-up of all necessary endorsements/proof of Exports, including Merchant Export, admitted within the statutory period by GST/Customs and in any case within period as directed by the Manager. Necessary follow-up with concerned Customs/GST offices and execution is also to be performed for diversion of Export surplus materials for Domestic stockyards/ VSP/ Customers and to bring back the material to inside the plant.

In case the export surplus/survey rejections are loaded into the domestic customer vehicles, the payment will be made as per the SI.No.6 of Schedule.

4.3.4 The Contractor shall keep close liaison with the Steamer Companies/ Agents and obtain particulars regarding the arrival of nominated vessels, berthing and discharging position, and report to the Employer or his authorised representative, the day-to-day progress after the vessels arrival. The Contractor shall co-ordinate with the vessel's agent and the port authorities for berthing of the vessel and intimate the vessel berthing/priority position to the employer/representative from time to time.

4.3.5 The Contractor shall be fully conversant with the relevant provisions of the carriage of goods by Sea Act, the Port Trust Act, Customs Act and other Acts/Rules/Procedures etc., as are prevailing at the Port for effecting shipment and take such steps to ensure that the Employers interests are fully protected in

the shipment or cargoes entrusted to them. The Contractor shall be required to perform all the duties that they are bound to do under the Customs Act, Port Rules and Procedures as amended from time to time. The Contractor shall also perform all duties connected with GST and other statutory authorities in connection with clearance of cargo

4.3.6 To the extent needed the Employer shall arrange for payment of all Customs Charges on the cargo handled by the Contractor. For this purpose, if needed the Employer may have a current deposit account with the customs authorities and in such a case the Contractor shall collect the regular current accounts statements from Customs House and forward them to Employer or his authorised representative regularly. But the Contractor shall however, be responsible for the submission of necessary documents to customs authorities and finalisation of Customs and Port Trust formalities. The Contractor shall take due care to find out at initial stage regarding availability of funds in Employer's current deposit account for payment to customs or any other department so that appropriate arrangements may be made for its adjustments.

4.3.6.1 The Contractor shall be responsible for payment of all applicable port charges, including wharfage and pollution control charges. The contractor shall ensure timely payment of these charges for smooth operation of contract. Any consequential losses arising out of non-payment / delayed payment of these charges shall be to the account of the contractor. As these charges are included in the rates quoted for Pig Iron&Steel at SI No: 3a&b of Schedule-I&II, the contractor is not entitled for any reimbursement separately.

4.3.7. The Contractor shall lodge, within the time limits prescribed, all formal notices of claims with the Customs, Port Trust, Steamer Agents and other concerned authorities in all cases of excess payments, damage, loss of cargo, etc., as the case may be. The Contractor shall take regular follow-up action thereafter till the claims are finally settled. The Employer shall render all necessary assistance by providing available documents or other particulars called in by the Contractor's agent in the said process. The Contractor shall pursue all items of claims even after the Bills of Lading are finalized, where such claims remain outstanding for settlement. In case of the failure of the contractor to obtain the applicable refunds, the same will be recovered from the RA bills.

4.3.8 The contractor shall obtain EP copies of shipping bill within 10 days of sailing of the vessel and exchange copy of shipping bill within one day after completion of loading. The Contractor shall obtain necessary endorsements of exports by the Customs on Export documents within 3 days from the date of handing over of documents to the contractor. The Contractor shall obtain amendments of Shipping Bills if any, within 2 working days, where ever necessary. Contractor is responsible for obtaining permission for export through port other than port of registration on the same working day. The Contractor shall also be responsible for getting any other job related to Advance License/DEPB/Duty draw Back/MEIS, 0 Duty EPCG or any other Schemes in vogue as per Foreign Trade Policy etc., done through Customs Dept. and DGFT office.

4.4 The contractor should work at any berth as allotted by port authorities. The Contractor shall arrange adequate number of transport vehicles and labour for loading of material from the port area and transport it to the wharf in such a way as to ensure continuous loading of material into the vessel and achieve a load rate of 7000 MT PWWD SHINC, 24 hours (consequent), 5 hatch basis for Pig Iron and 3900 MT PWWD SHINC, 24 hours (consequent), 5 hatch basis for Steel products. The penal charges levied by the port trust, if any, due to less load rate achieved and / or due to non-operation of hooks / hatches continuously will be to the account of the Contractor only. The contractor should follow the Port norms and load rate. For the purpose of counting the hatch, Voyrules'94 issued by Bimco shall be taken as reference.

4.4.1 For the purpose of calculating loading rate, the total time a vessel was on any berth from first berthing till completion of lashing shall be taken into account for each vessel with deductions due to force majeure and, if the vessel is not on demurrage, the days on which labour for stevedoring was on holiday.

4.4.2 It is the contractor's responsibility to arrange for adequate labour to ensure the loading rate. As such no reduction in loading rate is allowed due to short supply of labour.

4.4.3 The contractor is liable for demurrages based on the working time lost due to less load rate than that in 4.4 with exceptions in 4.4.1 above. The rate shall be the rate of demurrage for respective vessels irrespective

of if such demurrage is actually suffered by the employer or not. Any penal charges levied by the Port Authorities on V.S.P. due to less load rate achieved and/or due to non-operation of hook/hatch continuously will be recovered from the contractor.

4.4.4 In case the demurrage for different vessels is in foreign currency, the demurrage penalty in Indian Rupees shall be calculated based on Customs rate on the date of completion of loading. The employer has full discretion on the rate of demurrage to be agreed for the vessel(s) and the loading rate with the buyers. Such rate of demurrage shall be binding on the contractor but the rate of loading shall be as above for the purpose of this contract. However, under no circumstances, demurrage rate of more than USD 6000 per day shall apply for this contract. Pre-berthing delays, if any, shall be to the account of RINL,VSP.

4.4.5 After completion of the shipment, the Contractor shall load the remaining materials at wharf into dumpers, Tippers, trailers, trucks, transport the material at the designated area at port, unload and stack the material. The wharf returns should be screened with 25mm screens and + 25mm material should be added to sound cargo. No separate payment shall be made to the contractor for these operations i.e., for bringing back the material from wharf to stacking area at port and screening operation. Gross weight mentioned in the Bill of Lading shall be the basis for payment towards operations mentioned at Sl.No.2, 3(a) & 3(b) of Schedule-I&II, as the case may be.

The contractor shall load the export surplus/survey rejections at port into Dumpers, tippers trailers, trucks and transport the material to VSP plant or as directed by the Employer. The weight of the material recorded at the weighbridge of the plant shall be the basis for payment for operations mentioned for Pig Iron and Steel at Sl.No.8 of Schedule-I&II, as the case may be.

4.4.6. The Contractor shall, when directed by the Employer, transport the material after weighing at Employer's weighbridge at VSP plant site directly to the wharf. For this operation Contractor shall be paid as per rate mentioned at Sl. No.5 of Schedule-I&II, as the case may be. The basis for payment for this operation would be based on the actual weight of Pig Iron&Steel taken at Employer's weighbridge subject to tally number of coils/bundles in case of steel products.

4.4.7. The Employer may sometimes, send the material from plant to designated port by Rail. Whenever, materials are sent by rail from plant to designated port, the Contractor shall unload the material from wagons, place the dumpers, tippers, trailers/ trucks at wagon unloading point, transport & stack at the designated area at designated port. Payment for this operation shall be made as per the rate mentioned at sl.no.7 of Schedule-I&II, as the case may be.

4.4.8. The contractor shall, when directed by the employer, unload the material from wagons and transport the same directly to Wharf. For this operation, the contractor shall be paid as per rate mentioned at Sl.No.9 of the Schedule-I&II, as the case may be. The basis for payment for this operation would be based on the actual weight incorporated in Stock Transfer Orders (STOs).

4.4.9 The Employer may, sometimes, send the material from designated port to other domestic stockyard by rail. In such case, the contractor has to attend for loading the material into trailers, trucks transportation to railway siding, arrange placement of wagons, loading the materials into the wagons within the stipulated time including obtaining clear RRs. Other related documents from railways and handing over to employer's. For this operation, the contractor shall be paid as per rate mentioned at Sl.no.10 of the Schedule-I&II, as the case may be. The basis for payment for this operation would be based on the actual weight incorporated in Stock Transfer Orders (STOs).

4.5 Broadly the functions/ responsibilities of the Contractor in this respect will be as follows.

4.5.1 Possession of necessary licenses from Cargo Handling Division / Dock Labour Board of Visakhapatnam Port Trust and other authorities for the Stevedoring work.

4.5.2 Arranging necessary gears and labour, if any, required for the work at Contractor's cost and expense.

4.5.3 Ensuring for each vessel a steady, smooth continuous loading to achieve the minimum guaranteed rate of 7000 MT of Pig Iron per WWD 24 hours (consequent) 5 hatches basis within lay time and 3900 MT of

steel per WWD 24 hours (consequent) 5 hatches basis within lay time. For this purpose responsibility of making arrangements for deploying necessary equipment and labour would rest with the Contractor. The contractor should work continuously on all the hooks/ hatches offered by the vessel in addition to achieving specified load rate. Loss/ damage due to non-operation of the hook/hatches will be to the account of contractor only. The contractor shall be duty bound to work on overtime as and when instructed by employer and no additional charges whatsoever are payable for the same.

- 4.5.4 The contractor shall carry out necessary stowing, lashing and securing operation to the satisfaction of the master of the vessel. The lashing/ dunnage materials shall be provided for by the buyer/ master of the vessel or authorized representative of the vessel. For any delay in supplying these materials and thereby affecting loading, the loss of time if any shall be to the buyer's account. Similarly, in case of not offering of any of the hatches for loading by the vessel, the loss of time if any shall be to the account of the vessel / buyer. Hence exact reasons and such loss of time are to be brought to the notice of the employer immediately apart from correct recordings to this effect in the daily statements. Unless recordings are adequately made and got endorsed by vessel master by the contractor to fully protect the Employer for such loss of time, Pro-rata working time if any lost shall not be considered as affecting the guaranteed load rate.
- 4.5.5 The Contractor shall obtain from the master of the vessel a clean certificate that full material have been loaded stowed, lashed, and secured as directed by the master of the vessel to his entire satisfaction.
- 4.5.6 Contractor shall also obtain "No Damage" certificate from the master of the vessel in respect of vessel, gears, equipment etc. In case of any damage caused, the contractor shall repair them to the satisfaction of the master without any claim on the Employer. The vessel owners are entitled to claim the damages if any occurred due to failure of the contractor or his workman. If the contractor does not settle such claims, the Employer is entitled to settle such claims and recover from the amounts due to the contractor.
- 4.5.7 Contractor shall obtain a detailed stowage plan, hatch wise, duly signed by the master of the vessel. The Contractor shall also obtain cargo layout plan. Derrick/equipment description along with a signed certificate from the master of the Vessel indicating how much cargo the Vessel's crane can lift at a time on regular basis.
- 4.5.8 Contractor shall undertake the work of loading immediately after berthing of the vessel and would maintain tally of material as per Port rules/conventions.
- 4.5.9 It shall be endeavor of the Contractor to ensure that the operations are conducted in the most efficient manner so that the operational costs would be kept to the minimum. As a measure to achieve this, Contractor shall apart from all efforts/precautions deploy experienced and competent supervisory staff round the clock on board and along side the vessel.
- 4.5.10 Any extra cost or damages due to delay/discontinuity in operation of any/all hooks while loading vessels or damage caused to the Vessel/port/cargo/equipment in the course of operations will be borne by the Contractor.
- 4.6 The indicated quantity (Pig Iron & Steel) proposed to be exported is 62,000MT and 4,00,000 Mt per annum respectively at both the ports put together and could widely vary without limit to any extent on negative or positive side depending on the conditions of international market, competition and customer's choice of specific port etc.. Approximate weight of each pig shall be 45 kgs. All products other than Wire Rod Coils & blooms would be in Bundles. The bundle weight would be about 9 MT or as desired by the buyer.

The dimensions of Wire Rod Coils shall be as follows:

	WRM -1	WRM -2
Outer Diameter	: 1250 mm Max	1250 mm Max
Inner Diameter	: 725 mm Min	1000 mm Min
Height	: 1400 mm Max	1700 mm Max
Weight	: 1.2 tones approx.	2 tones approx

Each coil will be securely tied at minimum 3 places and strapped. There will be minimum two tags securely attached. Contractor should ensure that all the tags remain intact during transportation and onboard the vessel. The dimensions given above pertain to wire rods produced in WRM-1. In case of other dimensions slightly vary from the above. The contractor is slightly obliged to handle wire rod coils produced in any mill.

The quantities and specifications mentioned above are only indicative. Employer shall not guarantee any minimum quantum of work or exact specifications of the products. Employer shall not entertain any liability on this account from the Contractor.

- 4.7 The Contractor shall perform the functions of protective agent and shall be responsible for operations including preparation and filing of Shipping Bills, preparation of daily reports, obtaining clean Mate's receipt in required No of copies, preparation of statements of facts and getting them signed by the master of the vessel and vessel's agent. The Contractor shall be responsible for obtaining Bill of Lading exactly as per terms of the Letter of Credit. The Contractor shall submit proforma Bill of Lading to
- 4.8 The Contractor, in short, shall carry out operations of transportation of Pig Iron & Steel from plant site to port yard, unloading and stacking at port, loading and transportation to wharf, on board stevedoring, lashing, securing and obtaining B/L as per Letter of Credit on a comprehensive job basis. Further, it is the responsibility of the Contractor to co-ordinate with Chamber of Commerce/Export Inspection Agency and obtain required Certificate Of Origins/IFTA certificates.
- 4.9 The contractor, in short, shall carryout operations of transportation of Pig iron and steel products (WRC,Blooms,Billets, Rounds, Structurals etc) from port yard of VSP to container freight station (CFS) and handing over the material to VSP customer at CFS. This includes placement of dumpers, trailers, trucks hiring of crane/forklifts/proclains, etc., at required places engaging DLB gang / Port Gang / Other Gang etc., for loading and other connected operations etc., and filing and compliance of necessary documentary formalities with customs / excise / port / statutory authorities etc., and with other agencies. Payment shall be made for this operation as per the rates mentioned at SI No.11 of Schedule-I&II.

5. EARNEST MONEY:

- 5.1 Tenderers have the option to quote for only VPT (or) only GPL (or) Both. Accordingly, the tender must be accompanied by Earnest Money in the form of a Demand Draft /Banker's Cheque /Pay Order /Bank Guarantee drawn on any Scheduled Commercial Bank payable at Visakhapatnam, in favour of "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam" for an amount of Rs.37,50,000/-for VPT (or) GPL (each port) (or) Rs.75,00,000/-for both ports respectively, as the case may be depending on the option of port/ports exercised by the tenderer. Demand Drafts / Banker's Cheques/ PO / BG issued by co-operatives banks shall not be accepted.

The EMD should be kept deposited for such period as may be specified for keeping the tender open. The Earnest Money will not earn any interest. If the tenderer after submitting his tender revokes his offer in a manner not acceptable to the Employer or does not sign the agreement within the specified time, the Earnest Money shall be liable to be forfeited /enforced. Tenders not accompanied by Earnest Money Deposit shall not be considered. EMD by any other form other than DD/BC/PO/BG is not acceptable.

6. SECURITY DEPOSIT

- 6.1 The Contractor shall arrange to deposit an amount of Rs.1,60,00,000 within seven days from the date of Letter of Intent in respect of VPT or/ Rs.1,60,00,000/- within seven days from the notice of commencement of work in respect of GPL, as the case be, towards Security Deposit in the form of Bank Guarantee (BG)/ Demand Draft (DD) / Banker's Cheque (BC) / Pay Order (PO) drawn on any scheduled commercial bank payable at Visakhapatnam, in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam (the proforma of BG is given at Appendix-V-B). Till such time SD is deposited the EMD submitted by the bidder shall be retained. The DD / BG /PO / BC submitted towards EMD shall be adjusted towards Security Deposit. However, the contractor shall have an option to submit Bank Guarantee in lieu of DD/BG/BC/PO and take back his EMD. Security Deposit shall be

retained by the Employer upto the contract period/extended period / till the release of final bill / till the closure of the contract whichever is later. The bank guarantee furnished towards the security deposit as aforesaid shall hold good for a further period of six months beyond the stipulated validity period of the contract / extended period / till the release of the final bill whichever is later. In case of failure to deposit amount within the stipulated period which shall include any extensions granted by the company at its discretion, the earnest money deposited by the tenderer will be forfeited and the company reserves its right to go for a fresh tender at the risk and cost of the defaulted tenderer on whom the LOI was placed.

7. **RATES FOR THE WORK:**

- 7.1 The tenderer may inspect the sites of work and satisfy himself of the conditions of sites/terms & conditions of the tender and may collect any other information, which the contractor may require before submitting the tender. Claims and objections due to ignorance of conditions of sites/terms & conditions of the tender will not be considered after submission of the tender.
- 7.2 In quoting the rates, the tenderer is advised to take into account all factors (including any fluctuations in the market rates, shifting of vessel, overtime to be borne, sprinkling of water as directed by port authorities etc. if any) connected with operations under the contract.
- 7.3 Rates for each item in the tender shall be quoted in Rupees and paise only. All labor charges on export of Pig Iron & Steel as per scale of rates of concerned authorities shall be borne by the contractor. Tenderer shall quote the rates and amounts tendered by them in figures as well as in words in English. In case of any difference, the rates quoted in words will be taken as the tendered rate.
- 7.4 The contents of the covering letter are considered as part of the tender.

8. **TAXES**

- 8.1.1 Tenderer should quote rates against the items in the tender schedule for the work as fully described and contained therein.
- 8.1.2 (a). All taxes, duties and charges, levies and other liabilities in connection with or in respect of the contract shall be borne by the contractor except Service Tax. Service Tax will be paid subject to submission of invoices in accordance with Service Tax rules, 1994.

Invoices should be raised separately for services in connection with goods exported and other services to enable RINL to claim exemption by way of refund, in accordance with Notification No.17/2009 Dt:07.07.2009 of Service Tax paid in respect of service relating to goods exported. The tenderer shall comply with the instructions given by the Manager in this regard from time to time.

The invoices shall be serially numbered and signed by the authorized person and shall contain the following:

- i. Name, address and Goods and Services Tax identification number of the supplier and recipient
- ii. Date of its issue
- iii. SAC code and description of services. Total value of supply of services.
- iv. Taxable value of the supply of services taking into account discount or abatement, if any
- v. Rate of tax (Central tax, state tax, integrated tax, or cess)
- vi. Amount of tax charged in respect of taxable services (Central tax, state tax, integrated tax or cess)
- vii. Whether the tax is payable on reverse charge basis.
- viii. Signature or digital signature of the supplier or his authorized representative

The successful tenderer has to submit a copy of certificate of registration. Such certificate should be submitted on or before signing of agreement.

(b).If GST is replaced by any other tax on the service provided by the Contractor, the Contractor may claim such new tax, instead of GST, from the company. The Company shall pay the new tax to the Contractor provided the Contractor furnishes the documents required and complies with the obligations under the law relating to such new tax.

(c).The Contractor shall comply with all provisions of GST Act/Rules/requirements to enable RINL to take credit of eligible GST amounts. Similarly in case GST is replaced by any other tax on the service provided by the Contractor, the Contractor shall comply with all the provisions of such new Act/Rules/ requirements to enable RINL to take credit of eligible tax amounts.

(d).GST shall be paid on submission of tax invoices as per GST Act & Rules. The contractor shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply to RINL uploading the details of the invoices, payments of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal so as to enable RINL to claim Input Tax Credit (ITC) of GST is denied or demand is recovered from RINL on account of any act of the contractor, the contractor shall indemnify RINL in respect of the input tax credit (ITC).

8.1.3 Income tax, if leviable, shall be borne by the Contractor. The Contractor shall be responsible to furnish Income Tax declaration and file returns with respective Income Tax authorities, as required under the Income Tax Act.

8.1.4 Any Income Tax/other taxes/levies/other amounts 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 on account of the Contractor and the Employer shall provide the Contractor tax deduction certificate.

9. PRICE VARIATION FOR VPT OPERATIONS (ESCALATION / DE-ESCALATION) :

9.1 By submitting a quotation, the tenderer shall be deemed to have fully familiarized himself with all the requisite data in connection with the contract. After the tender is accepted no claim will be entertained for enhancement or the rates or otherwise on account of work involved on any ground whatsoever.

9.2 However, the company shall periodically revise the rates consequent to changes in the price indices described in the succeeding sub-clauses under this clause, i.e. clause 9 of Price variation.

9.3 The rates quoted in the Schedule, will be deemed to comprise of various components as follows:

9.3.1 a) Composition of rates and weightage of various components in case of Pig Iron

with reference to Schedule							
Components	Item Nos 1,5 & 8	Item No.2& 11	Item No. 3 (a)	Item Nos. 3(b)	Item Nos. 4	Item No. 6	Item No. 7
Labour (DLB)	0	0	55	60	0	0	0
Fuel	35	30	0	0	25	5	45
Overhead (OH)							
Fixed OH	40	40	25	20	45	35	20
Variable OH	10	15	5	5	15	45	20
Profit	15	15	15	15	15	15	15

b) Composition of rates and weightage of various components in case of steel

with reference to Schedule

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FOR TENDERER SIGNATURE AND SEAL

Components	Item Nos 1, & 10	Item No.2 & 11	Item No. 3 (a)	Item Nos. 3(b) 3(b1&b2)	Item Nos. 4,7,8&9	Item No. 5	Item No. 6
Labour (DLB)	10	30	50	45	35	0	30
Fuel	20	5	0	5	5	30	5
Overhead (OH)							
Fixed OH	40	30	25	25	30	40	25
Variable OH	15	20	10	10	15	15	25
Profit	15	15	15	15	15	15	15

9.3.2 The rate mentioned in the schedule for various operations will be broken up as indicated at 9.3.1 above into various components for the purpose of determination of adjustment of rates.

9.4 The component relating to profit and Fixed over head identified as above will not be subject to any price variation or adjustment during the tenure of the contract.

9.5 As regards other operations not mentioned as a component in 9.3.1 No price variation / adjustments in rates will be allowed.

9.6 The tenderer will be deemed to have quoted with reference to base indices as below:

9.6.1 Labour:

The tenderer shall submit wage rate circulars issued by DLB / Cargo Handling Division for the workmen for registered scheme for the wage rates applicable on the closing date of tender.

For the propose of calculation of price variation under labour, the increase / decrease in the following components of wages of mazdoor of DLB / Cargo Handling Division labour of registered scheme with reference to base date i.e., Tender Opening Date shall be taken into account.

- i) Basic ii) VDA iii) applicable levy on basic and VDA components.

Such percentage of increase / decrease shall be applicable for calculation of price variation in rates under labour as per clause 9.3.1 of special conditions of contract.

9.6.2 Fuel

The retailed ruling price of diesel on the base date as per clause no.9.6.4 below at the nearest petrol / diesel filling station run by or authorized by any of the Public Sector Oil Companies viz HPCL/IOCL/BPCL etc., at Visakhapatnam.

9.6.3 Overheads (Variable)

The index numbers of wholesale price of all commodities published in the Reserve Bank of India/Economic Advisor Bulletin applicable to the month of the base date. Price variation shall be applicable only on variable overheads.

9.6.4 Where re-bids are obtained and/or rates were revised during negotiation, the base date for escalation referred to in 9.6 shall be the date of opening/submission of revised quotation/negotiation and not the date of closing of tender as in 9.6.1 to 9.6.3 above.

9.6.5 The price variation and escalation rates for operations from Gangavaram Port will be as given below:

The price variation and escalation rates for GPL shall also be calculated on the similar lines as applicable for VPT as described in the clause no. 9.1 to 9.6.4 above except for the incidence of labour cost escalation given at cl. No.9.6.1 which shall be calculated as given below:

- i) The minimum wage circular issued by VSP shall be taken as the basis for calculating the escalation of labour component.
- ii) The minimum wage rate applicable for 'semi skilled worker' (SSW) approved by VSP for the estimation purpose referred in the above circular shall be considered as basis for arriving the escalation.
- iii) The VSP approved rate/day for estimation purpose in respect of semi skilled worker is Rs.874.65 as on 01.04.2018
- iv) For the purpose of calculation of price variation under labour, the increase / decrease in the above rate with reference to base date as described elsewhere shall be taken into account.
- v) Such percentage of increase / decrease shall be applicable for calculation of price variation in rates under labour as per clause 9.3.1 of special conditions of contract.
- vi) The tenderers are advised to ascertain any change in the above rate applicable on the closing date of the tender from the office of the DGM (Mktg.-Contracts) in their own interest.

9.7 PRICE VARIATION - ADJUSTMENT

- 9.7.1 Rates will be revised on the first of the following month from the dates of actual revision of rates for labour and or fuel taken place during the month. In case the revision takes place twice or more times in a particular month, then the latest revision in price or rate shall be considered for calculation of variation in this respect. The revision of rates for variable OH shall be allowed on the 1st of the following month based on index numbers of wholesale prices for all commodities prevailing for the month in which the wages of mazdoor of registered scheme are changed by VDLB / Cargo Handling Division in respect of VPT and approved rates of VSP for SSW for estimation purpose in respect of GPL.
- 9.7.2 When there was revision in rates for labour and / or fuel the contractor shall work out on quarterly basis and furnish the revised rates with the supporting documents and clarifications for approval of the employer as per the clause 9.0 of price variation and its sub clauses. The revised rates approved by employer shall be the basis for escalation bills till further revision.
- 9.7.3 Adjustment in rates will involve both upward and downward revision depending on the fluctuation in the indices. The recoverable amounts on account of downward revision of prices shall be recovered from any some due or become due to the contractor under this or any other contract with the company.
- 9.7.4 Variation in the rates as per clauses 9.6.1 to 9.6.3 would always be made with reference to the indices on the base date as defined in 9.6.4 above only.

10.0 Submission of Tender:

10.1 Tenders shall be submitted in two parts.

Part-I : Techno- Commercial Part-II : Price

- 10.1.1 Part-I of the Techno-Commercial bid shall be submitted in a separately sealed envelope super scribed on top "Tender No. & Date, Date of opening of Tender, Part-I : Techno-Commercial" and shall consist of:

This Tender forms GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT and duly filled in APENDIX I, II, III, IV, VI, VII, VIII, IX and X.

Copies of latest 3 years Income Tax returns duly acknowledged by Income Tax Department.

Solvency certificate for a value of Rs.1,60,00,000 for VPT (or) GPL (for each port) (or) Rs. 3,20,00,000 for both ports, as the case may be depending on the choice of port/ports for which bids are submitted by the tenderer from their Bankers.

Photo-Copies of CHA licence issued by the Customs and Stevedoring license issued by the concerned port authorities.

The Port authorities participating directly as Stevedoring Agencies may submit Income Tax returns for the period available.

Any other information required to be submitted by the tenderer as per NIT/ General Conditions of Contract/ Special Conditions of the Contract.

10.1.2 Part-II of the price bid shall be submitted in a separately sealed envelope super scribed on top

Tender No. & Date: Part - II: Price Bid : It shall consist of following:

Schedule: Schedule-I (Part-A & Part-B) is applicable for rates for Pig Iron & Steel at VPT. Schedule-II (Part-A & Part-B) is applicable for rates for Pig Iron & Steel at GPL. Part-A of Shedule-I or/and Schedule-II as per the choice of the tenderer shall be quoted (Tenderers shall compulsorily quote for all BOQ items under this part-A). Part-B of Schedule-I or/and Schedule-II as per the choice of the tenderer to be signed as a token of acceptance and the activities under Part-B are not regular in nature. Where ever Part-A of a specific port is quoted by the tenderer, the corresponding Part-B shall be compulsorily accepted.

10.1.3 EMD shall be submitted in a separately sealed envelope superscribed on top "Tender No.& Date, Date of opening of tender and EMD for Rs.37,50,000/- for VPT (or) GPL (each port) (or) Rs.75,00,000/-for both ports. as the case be.

10.1.4 All the three envelopes viz., part-I, part-II & EMD shall be submitted in a single sealed envelope superscribed on top

"Tender No., Date& Date of opening of tender:

This envelope consists of part-I- Techno-Commercial; part-II-price; and EMD"

Tenders shall be sent by registered post or handed over personally by the date and at the place specified in the Notice Inviting Tender. They shall contain a special declaration that the Tenderer agrees to hold the tender valid for a period of three months from the date of opening of part-I.

10.2 First, envelope-containing EMD shall be opened. If the EMD is in order, then the envelope containing part - I shall be opened. If the EMD is not submitted as per clause 5.1 of special conditions of contract, then the offer will be liable for rejection. Tenderers shall be shortlisted based on Techno-Commercial evaluation of part-I. Date & Time of opening of part-II shall be intimated to the shortlisted parties separately.

10.3 The tenderer shall sign each and every page of the tender documents in the space provided in token of acceptance thereof, i.e., NIT, General Conditions of Contract, Special Conditions of Contract, Schedules, etc.

10.4 All entries in the Tender Documents shall be in one ink.

10.5 Tenders not giving full particulars/not complying with the requirements as mentioned above shall be considered incomplete and liable to summary rejection.

10.6 Any tender containing false information/ particulars shall be liable to be rejected and tenderers found guilty of furnishing false information/particulars shall be debarred from any future dealings with Employer.

10.6.1 Tenderer should enclose the self attested copies of relevant document along-with application for tender documents and should be in a position to produce original certificate in support of the same before or after opening of the price bids, on demand.

10.6.2 Failure to produce the original certificates in support of the attested copies of experience/qualification etc., submitted earlier would result in disqualification and forfeiture of EMD.

10.6.3 After the issue of LOI, if any supporting document given by the party is found to be false/fake/doctored, the party is liable to be debarred from participation in VSP tenders for a period of five years apart from short closure of contract. In such a case, any consequential losses or damages caused to the company will be recovered from the contractor from the RA bills / Security deposit / any amount(s) payable to the contractor under this or any other contract with the company without prejudice to any other right and remedies available to the employer.

10.6.4 Failure to execute the work order after LOI is given will make the party liable for debarring for a period of five years in addition to forfeiture of EMD and in such a case, the company also reserves its rights to go for fresh tender at the risk and cost of the contractor.

10.7 The tenders shall be received and opened at the office of the Dy. General Manager(Contracts), Marketing Department, Administration Building, 1st Floor, Block C, Visakhapatnam Steel Plant, Visakhapatnam - 530 031 on the date and time mentioned in the NIT.

10.8 The tenderer is at liberty to be present or authorise a representative to be present at the opening of the tender.

11. CORRECTIONS/ DELETIONS/ COUNTER CONDITIONS:

11.1 Any tender containing any condition other than these conditions, alterations, deletions, erasures, post scripts or modifications in any form in this tender documents (except as 11.2 below) shall not be recognized and are liable for rejection.

11.2 Counter conditions, if any, shall be separately made out in the tenderer's letterhead clearly referring to relevant clause number/page in this tender document. It is Employer's discretion to consider or reject counter condition, if any. Further, if the tenderer fails to withdraw the deviations / counter conditions, on being requested to do so, RINL, VSP shall have the right to reject the tender.

12. TERMS OF PAYMENT:

12.1 Subject to any deductions, which the Employer may be entitled to make under the contract, the Contractor shall be entitled to payments generally as follows:

12.2 Payment will be made to the extent of work completed on the basis of monthly bills of the Contractor.

12.3 The Contractor shall maintain account of the consignment transported and handled such as particulars of Trucks/Trailors/Dumpers, /Tippers/Rake Numbers, wagon numbers etc., unloaded, materials stacked, consignments loaded into transport vehicles, labour provided etc., and the Contractor shall make out appropriate documents in the proforma prescribed by the Employer within 24 hours of completing the work. All the copies of the documents shall be handed over to the authorised representative of the Employer who will retain sufficient copies with him and return the balance to the Contractor after making suitable endorsement.

12.4 Quantities claimed shall tally with the quantity indicated in the respective stock transfer challan.

12.5 The monthly running account bills for the handling charges shall be prepared by the Contractor in approved forms at contract rates for the actual total operations performed during the month and in the manner prescribed by the Employer and submitted monthly. No additional claims shall be entertained in the bill other than for the operations carried out during the billing month. The copies of the handling documents shall be submitted along with the bill. The bill shall be submitted on monthly basis, for the services rendered/work executed by the agency in the previous month, by 7th of the next month. Subject to correctness of the bill w.r.t., contract and all the required documents are enclosed, payment shall be made after one calendar month thereafter i.e., on 7th of the subsequent month or next working day (in case if the 7th day of subsequent month falls on a non-working day of the Company).

In case the contractor submits previous month's bill after 7th of next month, the payment shall be made on 30th day of submission of the bill or next working day. In case bills are incorrect, incomplete etc., the same would be returned by Marketing/Finance department within 10 days to the agency for rectification. Revised bill with all required documents and necessary corrections to be re-submitted and the payment will be released on 30th day or next working day (in case if the 30th day falls on non working day of the company) after the date of resubmission of the bill. The payment for all completed items of work in such calendar month will be effected against the bills on due certification by the Manager.

No claim for delayed payment shall be entertained if for any reason payments are delayed. Employer be entitled to recover all costs, charges, damages, or expenses which employer have paid for which under the contract the contractor is liable, by appropriating in part or whole from any sum that may be due or which at any time thereafter may become due to the contractor under this or any other contract with employer. Income tax or any other taxes or duties which the Company may be required by Law to be deducted shall be deducted at source and the same shall be paid to the appropriate Tax Authorities and the Company shall provide the contractor with required tax deduction certificate.

All payments to be made to the contractor under this contract shall be credited to his Bank Account by Electronic Fund Transfer or any other electronic mode directly. The contractor for this purpose has to open an account in a Bank which is enabled for receipts and furnish the details in the prescribed format given at Appendix VI.

In respect of the payments made through Electronic Fund Transfer or any other electronic mode, the Contractor should intimate discrepancies, if any, within 10 (ten) days from the date of dispatch of Letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and no claims will be entertained after the said 10 (ten) days.

The following documents are to be enclosed with all the regular monthly bills- :

- a) Material custodian certificate
- b) Material re-conciliation statements for accounting the total quantity received, shipped, diverted and balance on hand with details such as contract-wise etc.
- c) ARE accounting for the balance stock on hand
- d) Proof of exports submitted to the Maritime Commissioner of Excise for the vessels completed for the month pertaining to the bill period.
- e) Proof of remittance of provident fund of workmen in the PF code allotted by RPFC.
- f) Certificate for compliance of various statues in the approved formats by the employer.
- g) No claim certificate as per the format given in 4.4.1 of GCC.
- h) Proof of payment of labour wages& allowances for the billing period.
- i) Copies of Workmen Compensation, Insurance Policy and Ex - gratia Insurance Policies.
- j) Proof of remittance of ESI contribution of workman in the ESI code allotted to Contractor by ESI.
- k) Any other documents/ clarifications as and when asked.

- 12.6 The contractor should obtain the applicable loading rate and rules for counting laytime agreed between the Employer and the Buyer/ Vessel owner and the rate of Demurrage/Dispatch. (It may be clearly noted that this loading rate and/or rule for counting of time may be different from the applicable rate in this contract).

The contractor shall furnish the lay time calculations/statement as per applicable rates as per 4.4 above and the agreed rates between the Employer and the Buyer /Vessel Owner and show evidence of time saved/lost and if on such time the respective vessel is on Demurrage as per 4.4.4 above shall be levied.

- 12.7 No extra items other than those provided in the scope of work shall be done by the Contractor unless authorized to do so in writing by the Employer or his authorised representative. For any such item of work executed as per the written instructions, the rates will be mutually agreed upon or as derived from the accepted rates wherever possible on the basis of which payments shall be effected. Variations shall not be paid on any extra items unless otherwise expressly spelt out. In case variations are applicable , as per the work order , the base date for such applicability would be from the date of issue of such work order.

- 12.8 Final Bill: The final bill will be released on 90th day from the date of submission of final bill with all required documents. In case bills are incorrect, incomplete and requires any clarification, the same would be returned by Manager to the contractor within 30 days from the date of submission of the bill. Revised bill with all required documents, necessary corrections and clarifications to be resubmitted and the payment will be released on 90th day after the date of resubmission of the final bill.

The contractor has to submit the following documents along with the final bill, in addition to the documents mentioned at Clause 12.5 of SCC above, for processing the same:

- Clearance for release of final bill from Contract Labour Cell (CLC) of Visakhapatnam Steel Plant. The contractor shall submit all necessary documents and obtain above certificate and submit the same along with final bill for payment

13. **VALIDITY**

- 13.1 Tender validity shall be for a period of three months from the date of opening of part -I.
- 13.2 The Contract is for 3 (Three) years from the date as specified in the LOI extendable by 6 more months on mutual consent at the lower of the existing rates or the rates to be finalized in the new tender.
14. The Successful tenderer has to submit the following documents before execution of agreement along with other documents as specified in the tender:
- a) List of workmen engaged for the subject work with their photos, addresses, signatures attested.
 - b) List of employees for whom passes to be issued.
 - c) List of employees authorized to sign the documents such as LSGPs, STCs etc.,
 - d) List of employees authorized to do correspondence with the employer.
 - e) List of employees authorized to sign the bills.
 - f) List of employees authorized to collect the documents/notices from the employer.
 - g) List of employees authorized to accept the rates, give commitments involving financial implications on behalf of company.
 - h) Changes if any in the above list should be furnished as and when the changes occurred otherwise the list furnished for signing of the documents will be final.
 - i) Authorized person for making changes in the above list.
 - j) Address for all future correspondence.
 - k) Any other relevant information.
15. Contractors/ their employees/ their laborers/ their vehicles etc are expected to follow the prevailing safety norms of the company. In case of any violation of the prescribed safety norm, applicable fine ranging from Rs.100/- to Rs.2,00,000/- shall be levied on the contractor. In case of non-payment of fine by the contractor, the same shall be recovered from their bills/EMD/SD etc. The detailed list of safety violations and the corresponding fine is given in Appendix-X.

APPENDIX-I

SCHEDULE OF SIMILAR WORKS CARRIED-OUT BY THE TENDERER

Sl. No.	Full particulars of similar works Carried out by the tenderer	Approx. tonnage handled	period of contract of authorities for whom work was carried out	Name and Addresses
(1)	(2)	(3)	(4)	(5)

Signature
Name of the tenderer:
Seal

NB: A separate sheet may, if required, be used for giving details in the proforma mentioned above. The sheet shall be duly signed and attached to the tender.

APPENDIX-II

**SCHEDULE OF TRUCKS/ TRAILORS/TIPPERS/DUMPERS TO BE EMPLOYED BY THE TENDERER
FOR THE WORK IN THIS TENDER**

Sl. No.	Description (capacitywhose floor space registered	Details & name it is	Regn.No.	etc.,)
(1)	(2)	(3)	(4)	

Signature
Name :
Seal

NB: A separate sheet may, if required, be used for giving details in the proforma mentioned above. The sheet shall be duly signed and attached to the tender.

DETAILS OF CRANES/ FORKLIFTS/PROCLAINS/CATERPILLOR/
PAYLOADERS/FRONTLOADERS/HYDROLIC CRANESEQUIPMENTS TO BE DEPLOYED BY THE
TENDERER FOR THE WORK IN THIS TENDER

Sl. No	Description	Present lifting Capacity	Make No.owned by name of	Regd No.	whether of him or actual owners partners	Name	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature
Name :
Seal

NB: A separate sheet may, if required, be used for giving details in the proforma mentioned above. The sheet shall be duly signed and attached to the tender.

DECLARATION

I/We declare that I/We have no/under mentioned relative within the meaning of Sec.6 read with Schedule 1A of the Companies Act,1956 employed in your company.

Sl. No.	Name of Relative(s)	Father's Name	Position held in the Company	Remarks
(1)	(2)	(3)	(4)	(5)

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

Signature
Name
Seal

Date:

FORMAT FOR BANK GUARANTEE TOWARDS EMD

=====

EMD SHALL BE SUBMITTED ALONG WITH THE BID OR BEFORE, IN THE FORM OF D.D., B.G. OR BY BC.

IF THE PAYMENT FOR EMD IS BY BANK GUARANTEE, THE BANK GUARANTEE SHOULD BE STRICTLY AS PER FORMAT GIVEN BELOW.

PROFORMA OF BANK GUARANTEE

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Administrative Building
Visakhapatnam - 530 031 (INDIA)

Bank Guarantee No.

Dated:

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tender vide Tender No. **VSP/MKTG/CONTRACTS/STEVEDORE/18-19/01** Dt.06/10/2018 (hereinafter referred to as the said Invitation to Tender) for transportation, handling, stevedoring etc., for Pig Iron & Steel exports of Visakhapatnam Steel Plant either from Visakhapatnam Port or Gangavaram Port. Any eligible tenderer wishing to make an offer in response thereto, shall establish an irrevocable EMD in favour of RINL in the form of Bank Guarantee, for a fixed amount of Rs.37,50,000/- VPT or GPL for each port (or) Rs.75,00,000/- both ports (as the case may be) valid up to six months from the date of tender opening, as guarantee and that the tenderer:

a) shall keep his offer firm and valid for acceptance by RINL up to 6 months from the date of tender opening as extended with mutual agreement between RINL and the tenderer.

AND WHEREAS

M/s (hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for transportation, handling, stevedoring, etc., for Pig Iron & Steel exports of Visakhapatnam Steel Plant either from Visakhapatnam Port or Gangavaram Port. NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay (through the Branch of this Bank at Visakhapatnam) to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur (Rs.37,50,000 VPT or GPL for each port (or) Rs.75,00,000 both ports as the case may be). This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force up to **6 months** from the date of tender opening.

For and on behalf of

Signature

(Name of the duly constituted attorney and Authorized signatory)

Designation:

Name and Address of the Bank

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN
THE NAME OF EXECUTING BANK)

GUARANTEE BOND
(FROM any Indian Scheduled Commercial Banks)

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:

Ref: VSP's Order No:

For 'Transportation, Handling, Stevedoring of Pig Iron & Steel for exports of Visakhapatnam Steel Plant' at
Visakhapatnam

Subject: Security Deposit

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam – 530031

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the companies Act,1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP) (herein after called the "company") having agreed to accept this Bond towards the Security Deposit of(Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for both ports, as the case may be) under the terms and conditions of the contract awarded vide Letter of Intent No. dated _____ (hereinafter called 'the said contract, which expression shall in case of execution of any formal agreement between the company and the contractor shall include the said agreement ') made between the Company and M/s _____

_____ (hereinafter called 'the Contractor') for Transportation, Handling, Stevedoring of Pig Iron & Steel for exports, covered under the said contract as a guarantee for the Security of materials dispatched to the said Contractor in terms of the said contract as also for the due fulfillment of the terms and conditions contained in the said contract, on furnishing of a Bank Guarantee for(Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for both ports as the case may be). We

(Name of the Bank)

(hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of (Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for both ports as the case may be) against any loss or damage or costs caused to or suffered by or that may be caused or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said contract and in the event the Contractor shall make any defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of (Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

both ports/ as the case may be) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default / defaults on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of (Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for both ports/ as the case may be) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after the Contractor had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Contractor under the said contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of (Rs.1,60,00,000/ for VPT or GPL (each port) or Rs. 3,20,00,000 for both ports/ as the case may be) as aforesaid or extend the period of Guarantee beyond the said day of20..... unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution insolvency reconstruction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.
9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. 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 reconstruction

11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. It shall not be necessary for you 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.
13. We _____(name of the bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our bank's branch _____(mention the name and address of the branch) at VISAKHAPATNAM and they shall honor such demand in any case not later than next working day.

Dated _____ day of 20____

Yours faithfully,

Bank Account Data for e-payments

1. Supplier Code :
2. Option : EFT/ Direct Credit
3. Name & Style of A/c : (30 Characters, Alpha Numeric, Space permitted)
(Same as Regd. Name of the Co.)
4. Account Number : (15 Characters, Alpha Numeric)
5. Account Type : (Numeric Codes shown below)
- | | | |
|----|-----------------|----|
| 10 | Savings bank | SB |
| 11 | Current Account | CA |
| 13 | Cash Credit | CC |
| 14 | Loan Account | LA |
6. Bank Name : 3-Digit MICR Code:
7. Branch Name : 3-Digit MICR Code:
8. City : 3-Digit MICR Code:

Authorized Signatory

Name :
Design:

Certificate

Certified that the above particulars are matching with our records in respect of the above firm.

Sd/-.....
Branch Manager
Bank Seal

INFORMATION ABOUT THE TENDERER

- A) In case of Individual:
- a) Full name, address and place of business.
 - b) Financial status like Net worth, profitability of last 2 years etc.
 - c) Previous experience.
 - d) License number and date issued, by Customs house to process papers in Customs House for the individuals.
 - e) Number of employees engaged for the job.
 - f) Number of clients using their service and the total turnover during the last two Financial years on account of the job now being quoted.
- B) In case of Partnership Firms:
- a) The names of all the partners and their addresses.
 - b) Previous experience of the firm and its partners.
 - c) Copy of the latest partnership deed must accompany the tender. Any change in the Constitution of the firm shall forthwith be notified by the CONTRACTOR to the COMPANY.
 - d) A copy of the balance sheet for three years and for 2017-18 (Provisional, if final is not prepared).
- C) In case of Limited Companies:
- a) Date and place of registration including date of commencement in case of Limited Companies. Copies of Memorandum and Articles of Association and certificate of incorporation / commencement of business are also to be furnished.
 - b) Previous experience.
 - c) A copy of the balance sheet for three years and for 2017-18 (Provisional, if final is not prepared).
- D) In case of Co-operative Societies
- a) Date and place of registration and copy of registration certificate. Copies of the rules and regulations of the Co-operative Society
 - b) Previous experience
 - c) List of members and names of office bearers. Any change in the office-bearers of the Society shall forthwith be notified by the outgoing / incoming Chairman / President of the Society. '
 - d) A copy of the balance sheet for three years and for 2017-18 (Provisional, if final is not prepared).

NAME:

SIGNATURE:

SEAL:

DATE:

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 “**Transportation, Handling, Stevedoring, etc of Pig Iron & Steel for Exports of Visakhapatnam Steel Plant either from Visakhapatnam Port or Gangavaram Port**”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an External Independent Monitor(s) (EIM (s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

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

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

- (1) The Bidder(s)/ Contractor(s) commit to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal’s tender process or contract execution.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal’s tender process or execution of the contract.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of 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(s)/Contractor(s) wherever applicable. Further, as

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

- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section3 above
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract.

This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India 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 to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s)/ sub-contractor(s):

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

Section 8 – External Independent Monitor(s)(EIM (s)):

- (1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM (s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.
- (3) The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the EIM 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 EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.
- (6) As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The EIM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the EIM.
- (8) EIM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.
- (10) The word 'Monitor' means External Independent Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Visakhapatnam, State of Andhra Pradesh, India.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in RINL.

1. Sri P K Vijay Kumar
 2. Sri V V R Sastry
- (for details please see our website www.vizagsteel.com)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN “CONTRACT AGENCIES”

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission/remuneration/salary/retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

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

- 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:
 - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
 - 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.

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

- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted
 - 3.1.4 Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price(s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
 - 4.1.1 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.

APPENDIX-IX

For better understanding of finalization of the L-1 rates/tender the following illustrations are given (Evaluation is done for each port separately)

Illustration: 1

(all rates are in Rs/MT)

Item No	Indicative quantity in MT	Party-1 (*)	Party-2 (*)	Party-3 (*)	Party-4 (*)	Party-5 (*)
1	100	25	35	28	40	33
2	200	28	25	22	25	18
3	300	30	27	38	40	35
4	1(**)	20	20	20	20	20
Contract value(Rs)		17100 (=25X100)+ (28X200)+ (30X300))	16600 (=35X100)+ (25X200)+ (27X300))	18600 (=28X100)+ (22X200)+ (38X300))	21000(=40X100)+ (25X20)+ (40X300))	17400 (=33X100)+ (18X200)+ (35X300))

Note: (*) The rates quoted by the individual parties against each item in sealed manual price bids.

(Items mentioned in Schedule-I/II (Part-A only) of pricebid).

(**) Items for which rates are fixed by VSP shall not be considered for evaluation / financial ranking.

Hypothetically it is presumed that all the above parties are technically qualified.

1.0 The L-1 comparative position as per manual Bid

Party-1	L-2
Party-2	L-1
Party-3	L-4
Party-4	L-5
Party-5	L-3

2.0 The final contract value quoted in reverse e auction with a minimum decrement of Rs 100/-(as decided by company).

Party Name	Final Contract Value quoted (In Rs) (bided)	The L-1 comparative position as per Reverse E auction
Party 1	18,000	L3
Party 2	17,000	L2
Party 3	19,000	L4
Party 4	16,000	L1
Party 5	20,000	L5

3.0 The final L-1 contract value comparative position with reference to Manual price bids and Reverse E auction i.e. Composite comparative statement:

Name of the Party	as per manual bid/ (Contract Value quoted in Rs)	as per Reverse E auction/ (Contract Value quoted in Rs)
Party-1	L-2/ (17,100)	L-3/ (18,000)
Party-2	L-1/ (16,600)	L-2/ (17,000)
Party-3	L-4/ (18,600)	L-4/ (19,000)
Party-4	L-5/ (21,000)	L-1/ (16,000)
Party-5	L-3/ (17,400)	L-5/ (20,000)

From the above, the L-1 contract value is getting arrived from Reverse E auction i.e. Party -4 with their quoted value of Rs **16,000/-**.

4.0 In compliance with clause no 1.6 (x) (a) of Instructions to Tenderers (ITT), the corresponding manual price bid individual BOQ item rates (excluding for the items where the rates are fixed by the Company at tendering Stage mentioned at Part-B of Schedule-I&II) would be proportionately reduced to equal to the quoted value in the reverse e-auction bid and considered for award of contract, along with the items mentioned at Part-B with the rates fixed by the Company. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

The Contract value quoted by Party-4 in Manual price bid =Rs 21,000/-

The Contract value quoted by Party-4 in Reverse E auction =Rs 16,000/-

The apportionment shall be = $((16,000 - 21000)/21000) = (-) 23.8095 \% = (-) 23.81\%$ (after rounding off to the next higher decimal).

5.0 Considering the above, the awarded rates to the L-1 Party i.e. Party -4 is

Item No	Indicative quantity in MT	Rates quoted in Manual bid by Party-4	Awarded rates with apportionment of (-) 23.81 % would be
1	100	40	30.48
2	200	25	19.05
3	300	40	30.48
4	1(*)	20	20.00
Contract value(Rs)		21000=(40X100)+(25X200)+(40X300)	16020=(30.48X100)+(19.05X200)+(30.48X300)+(20X1)

The contract shall be awarded to the L-1 party with the apportioned rates of individual items (items mentioned in Part-A) + Rates Fixed by RINL, VSP for the items for which the indicative quantity is One MT (1 MT) (items mentioned in Part-B).

(*) Rate is fixed by VSP and apportionment shall not be done for this item.

Illustration: 2

1.0 In case the L-1 contract value is lower in manual bidding, the rates quoted in the manual price bid (including the items where the rates are declared by the Company at Tendering Stage) shall be considered for award of contract to the tenderer, in compliance with clause no 1.7 (x) (b) of ITT.

2.0 If the L-1 party is Party-2, then the rates quoted by them in manual bid will be considered for award of contract as below:

Item No	Indicative quantity in MT	Rates quoted in Manual bid by Party-2	Awarded rates to Party-2
1	100	35	35
2	200	25	25
3	300	27	27
4	1(*)	20	20
Contract value(Rs)		16600=(35X100)+(25X200)+(27X300)	16620=(35X100)+(25X200)+(27X300)+(20X1)

(*) Rate is fixed by VSP.

The contract shall be awarded to the L-1 party with the rates quoted in manual price bid (items mentioned in Part-A) + Rates Fixed by RINL, VSP for the items for which the indicative quantity is One MT (1 MT) (items mentioned in Part-B).

SCHEDULE-I
(PART – A)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT
SCHEDULE OF RATES FOR PIG IRON & STEEL
NAME OF THE PORT OF OPERATIONS: Visakhapatnam Port

BOQ No.	DESCRIPTION OF ACTIVITY	INIDCATED QTY(MT) PER ANNUM			RATE PMT (Rs. Ps)						ITEM TOTAL VALUE (Rs.Ps)			VALUE
					Pig Iron		WRCs		Steel other than WRC					
		Pig Iron	WRC	Steel other than WRC	Fig	Words	Fig	Words	Fig	Words	Pig Iron	WRCs	Steel other than WRC	
		1	2	3	A		B		C		(1*A)=X	(2*B)=Y	(3*C)=Z	X+Y+Z
1	Transportation of Pig Iron & Steel from Visakhapatnam Steel Plant, Visakhapatnam to the designated port yard, unloading, stacking at the port yard as per the employer's stacking plan, including taking tare weight and weighment after loading materials at employer's weigh bridge. The employer shall arrange loading at plant.	80000	27000	176000										
2	Loading Pig Iron & Steel at stacking area near Port into Dumpers, Trailers and transportation from port stacking area to the designated wharf and unloading.	100000	30000	220000										
3.a	Hooking charges	100000	30000	220000										
3.b	On board stevedoring, stowing, shoring and securing. (Materials, if any, required for securing shall not be in the scope of the contract)	100000	NA	220000										
3.b.1	On board stevedoring, stowing, dunnaging, lashing, shoring and securing the materials loaded where the material is rolled in the wing spaces using tipling plates after completion of 3 to 4 high loading all over by using forklifts/ drop stow (material for dunnaging, lashing, and securing shall be provided by the buyer or vessel owner).	NA	27000	NA										

3.b.2	On board stevedoring, stowing, dunnaging, lashing shoring and securing the materials loaded where the material to be stowed properly above 4 high also and upto the required high as desired by the vessel under the wing spaces by using steel plates and hydras (initially the material to be stowed under the wing spaces using hydraulic cranes upto 4 high. After completion of 4 high throughout the hatch, steel plates of required thickness to be placed on the loaded cargo and again material to be stacked under the wing spaces by using hydras). This operation to be carried out only with specific instructions of the employer. Such instructions to be attached with the relevant bills (steel plates shall be provided by stevedore).	NA	3000	NA										
7	Unloading from wagons, Transportation & stacking the same at the designated area at designated port.	20000	3000	44000										
Total qty of the contract		100000	30000	220000										
Total value of the contract (X+Y+Z)														

Signature

Name:

Seal

- Note: 1.The quantities mentioned above are only indicative per one year. Actual quantity may widely vary to any extent without any limitation on positive or negative side.
- 2.The tenderers have to invariably quote for all the products and all the items under BOQ, except those mentioned as 'NA'
- 3.The tenderer should not alter the Port of operation.
- 4.The tenderers who quote for Part-A (VPT) of this schedule-I shall compulsorily accept the rates mentioned in Part-B of Schedule-I and shall sign the same as a token of their acceptance.

**SCHEDULE-I
(PART-B)**

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT
SCHEDULE OF RATES FOR PIG IRON & STEEL
NAME OF THE PORT OF OPERATIONS: Visakhapatnam Port

BOQ No.	DESCRIPTION OF ACTIVITY	RATE PMT IN RS. PS.			
		UNIT	PIG IRON	WRC	OTHER THAN WRC
4.	Loading at stacking area near port into Dumpers/Trailors and taking weighment at Port weigh bridge and transporting the material back to designated place at port and stacking for the purpose of stock verification(only Port weighbridge for this item)	MT	54.49	197.90	197.90
5.	Transportation of the material from the employer's plant site after weighment at the employer's weigh bridge to the Wharf directly and unloading.	MT	153.11	222.30	222.30
6.	Loading Pig Iron and Steel into customer's vehicles from the port stacking area including taking weighment.	MT	17.40	70.43	70.43
8.	Pig Iron: Loading Pig Iron & Pig Iron chips & dust and steel at Port stacking area and transporting the same back to Employer's Plant Site, taking weighment (gross weight) at Employer's weighbridge and unloading and stacking in lots at the designated area as per VSP's stacking plan and taking tare weight at plant weigh bridge after unloading. Weighment at Employer's weighbridge is final for all purposes (Unloading will be done by Visakhapatnam Steel Plant). Tare weight and gross weight at port weigh bridge is also to be taken before and after loading Pig Iron & Pig Iron chips & dust and steel. Contractor has to account for material on truck to truck basis within weighment tolerance of 0.10%. Steel: Loading the material at Port stacking area and transporting the same back to Visakhapatnam Steel Plant, taking weighment at Visakhapatnam Steel Plant Weighbridge and unloading the same at designated area inside the plant. (Unloading will be done by Visakhapatnam Steel Plant)	MT	193.04	168.14	166.74
9.	Unloading from wagons, loading into trailers/trucks and transportation to the wharf directly.	MT	NA	209.27	208.13
10.	Loading the material into trailers at the stacking area at Port, transportation to railway siding. Unloading & stacking, placement of wagons, loading the material into wagons within the stipulated time including obtaining clear RR, other related documents from Railways and handing over to employer's dock office.	MT	NA	203.06	203.06
11.	Transportation of Pig Iron and steel products (WRCs, Billets, Squares, Blooms, Angles, Channels, Rounds, Beams, Joists & Rebars) from port yard to anycontainer freight station (CFS) and handing over the material to VSP customer at CFS. This includes placement of trailers, loading, hiring of crane/forklifts etc., at required places engaging DLB gang / Port Gang / Other Gang etc., for loading and other connected operations etc., and filing and compliance of necessary documentary formalities with customs / excise / port / statutory authorities etc., and with other agencies.	MT	166.68	133.67	133.67

Note: 1. The activities against which the indicated quantities mentioned as "MT" may not be in regular nature. Hence, the quantities are stated as "MT".

2. Bidders who quote for VPT (Part-A) shall compulsorily sign
this Part-B as a token of acceptance. Name:
Seal :

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

SCHEDULE-II
(PART – A)

**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT
SCHEDULE OF RATES FOR PIG IRON & STEEL
NAME OF THE PORT OF OPERATIONS: Gangavaram Port**

BOQ No.	DESCRIPTION OF ACTIVITY	INIDCATED QTY(MT) PER ANNUM			RATE PMT (Rs. Ps)						ITEM TOTAL VALUE (Rs.Ps)			VALUE
					Pig Iron		WRCs		Steel other than WRC					
		Pig Iron	WRC	Steel other than WRC	Fig	Words	Fig	Words	Fig	Words	Pig Iron	WRCs	Steel other than WRC	
		1	2	3	A		B		C		(1*A)=X	(2*B)=Y	(3*C)=Z	X+Y+Z
1	Transportation of Pig Iron & Steel from Visakhapatnam Steel Plant, Visakhapatnam to the designated port yard, unloading, stacking at the port yard as per the employer's stacking plan, including taking tare weight and weighthment after loading materials at employer's weigh bridge. The employer shall arrange loading at plant.	80000	27000	176000										
2	Loading Pig Iron & Steel at stacking area near Port into Dumpers, Trailoers and transportation from port stacking area to the designated wharf and unloading.	100000	30000	220000										
3.a	Hooking charges	100000	30000	220000										
3.b	On board stevedoring, stowing, shoring and securing. (Materials, if any, required for securing shall not be in the scope of the contract)	100000	NA	220000										
3.b.1	On board stevedoring, stowing, dunnaging, lashing, shoring and securing the materials loaded where the material is rolled in the wing spaces using tipping plates after completion of 3 to 4 high loading all over by using forklifts/ drop stow (material for dunnaging, lashing, and securing shall be provided by the buyer or vessel owner).	NA	27000	NA										

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

3.b.2	On board stevedoring, stowing, dunnaging, lashing shoring and securing the materials loaded where the material to be stowed properly above 4 high also and upto the required high as desired by the vessel under the wing spaces by using steel plates and hydras (initially the material to be stowed under the wing spaces using hydraulic cranes upto 4 high. After completion of 4 high throughout the hatch, steel plates of required thickness to be placed on the loaded cargo and again material to be stacked under the wing spaces by using hydras). This operation to be carried out only with specific instructions of the employer. Such instructions to be attached with the relevant bills (steel plates shall be provided by stevedore).	NA	3000	NA									
7	Unloading from wagons, Transportation & stacking the same at the designated area at designated port.	20000	3000	44000									
Total qty of the contract		100000	30000	220000									
Total value of the contract (X+Y+Z)													

Signature
Name:
Seal

- Note: 1.The quantities mentioned above are only indicative per one year. Actual quantity may widely vary to any extent without any limitation on positive or negative side.
2.The tenderers have to invariably quote for all the products and all the items under BOQ, except those mentioned as 'NA'
3.The tenderer should not alter the Port of operation.
4.The tenderers who quote for Part-A (GPL) of this schedule-II shall compulsorily accept the rates mentioned in Part-B of Schedule-II and shall sign the same as a token of their acceptance.

**SCHEDULE-II
(PART-B)**

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
MARKETING DEPARTMENT
SCHEDULE OF RATES FOR PIG IRON & STEEL
NAME OF THE PORT OF OPERATIONS: **Gangavaram Port**

SL.NO.	DESCRIPTION OF ACTIVITY	RATE PMT IN RS. PS.			
		UNIT	PIG IRON	WRC	OTHER THAN WRC
4.	Loading at stacking area near port into Dumpers/Trailors and taking weighment at Port weigh bridge and transporting the material back to designated place at port and stacking for the purpose of stock verification(only Port weighbridge for this item)	MT	95.03	245.36	245.36
5.	Transportation of the material from the employer's plant site after weighment at the employer's weigh bridge to the Wharf directly and unloading.	MT	204.98	219.08	213.98
6.	Loading Pig Iron and Steel into customer's vehicles from the port stacking area including taking weighment.	MT	21.62	100.55	98.36
8.	Pig Iron: Loading Pig Iron & Pig Iron chips & dust and steel at Port stacking area and transporting the same back to Employer's Plant Site, taking weighment (gross weight) at Employer's weighbridge and unloading and stacking in lots at the designated area as per VSP's stacking plan and taking tare weight at plant weigh bridge after unloading. Weighment at Employer's weighbridge is final for all purposes (Unloading will be done by Visakhapatnam Steel Plant). Tare weight and gross weight at port weigh bridge is also to be taken before and after loading Pig Iron & Pig Iron chips & dust and steel. Contractor has to account for material on truck to truck basis within weighment tolerance of 0.10%. Steel: Loading the material at Port stacking area and transporting the same back to Visakhapatnam Steel Plant, taking weighment at Visakhapatnam Steel Plant Weighbridge and unloading the same at designated area inside the plant. (Unloading will be done by Visakhapatnam Steel Plant)	MT	232.93	262.09	256.52
9.	Unloading from wagons, loading into trailers/trucks and transportation to the wharf directly.	MT	N/A	294.44	289.97
10.	Loading the material into trailers at the stacking area at Port, transportation to railway siding. Unloading & stacking, placement of wagons, loading the material into wagons within the stipulated time including obtaining clear RR, other related documents from Railways and handing over to employer's dock office.	MT	N/A	225.81	223.74
11.	Transportation of Pig Iron and steel products (WRCs, Billets, Squares, Blooms, Angles, Channels, Rounds, Beams, Joists & Rebars) from port yard to anycontainer freight station (CFS) and handing over the material to VSP customer at CFS. This includes placement of trailers, loading, hiring of crane/forklifts etc., at required places engaging DLB gang / Port Gang / Other Gang etc., for loading and other connected operations etc., and filing and compliance of necessary documentary formalities with customs / excise / port / statutory authorities etc., and with other agencies.	MT	157.94	181.03	177.76

Note: 1. The activities against which the indicated quantities mentioned as "MT" may not be in regular nature.

Hence, the quantities are stated as "MT".

2. Bidders who quote for GPL (Part-A) shall compulsorily sign Signature:

FOR RASHTRIYA ISPAT NIGAM LTD

FOR TENDERER SIGNATURE AND SEAL

List of Safety Violations Category Wise and applicable fines

Category	Violations covered under the category				Area-wise Penalty imposable in Rupees	
					Works/ Non-works	Proj ects
I	Not wearing crash helmet within the Works Area.				1,000/-	1,000/-
II	Minor Violations				3,000/-	5,000/-
	A	Height	1	Height Pass not made / not available		
			2	Unauthorized entry at height / hazardous locations.		
			3	Fall arrester not provided / used.		
			4	Horizontal life line / guide rope not provided for anchoring full body safety harness.		
	B	Excavation	1	Proper ladder / steps not provided for descending / ascending.		
			2	Shuttering not done (below 2 mtrs level) of excavation.		
			3	Overhanging burden in pit not removed in excavation.		
			4	Excavated materials left near the edge of the pit.		
	C	Electrical	1	Power Cable clamped with G.I. wires to post / pillar.		
			2	Power cables tied on reinforce rod / structure without proper insulation.		
			3	Loose connection taken from sockets without proper plug.		
			4	Taking shelter behind electrical panel.		
			5	Power cables/electrical wires lying on ground in hap-hazard manner.		
			6	Source of supply / danger board not displayed on the electrical equipment.		
			7	Electrical Control Post not provided with Barrication / Shelter / Canopy.		
			8	Cables used having many joints.		
			9	Earthing not provided on Electrical equipments.		
			10	ELCB not installed.		
	D	Material Handling	1	Use of damaged slings / tools / ropes.		
			2	Fitness certificate of cranes / hydras / heavy vehicles not available.		
			3	Crane rope conditions not ok.		
			4	Rope of crane not clamped properly.		
			5	Guy ropes not used during shifting of		

				materials.
	E	Gas Cutting	1	Rolling / lifting of cylinders(without cage).
			2	Gas cutting without required PPEs.
			3	Gas hose pipe clamping done by wires.
			4	Usage of LPG cylinder beyond date of expiry.
			5	Wet bags / covers not put on gas cylinder.
			6	Loading /unloading of cylinder – cushion not given.
			7	Condition of hose pipe not good.
			8	Working with leaking cylinder.
			9	Flash Back Arrester not provided at Torch / Cylinder ends.
			10	Colour coding of gas cutting of hoses not followed.
	F	Arc Welding	1	Welding with non-standard holder.
			2	Welding machine earthing not done. (Double body earthing).
			3	Using improper welding cable.
			4	Welding cables used with many joints.
			5	Lugs not provided for connecting cables to Welding machines.
			6	Local isolation switch not provided on welding machines.
	G	PPEs	1	Non usage of PPE's at site such as Safety Helmet, Shoes, Goggles, Hand gloves, Face Shields etc., as per requirement.
	H	Vehicle	1	Driving of heavy vehicles on the main road during restricted hours & restricted timings.
			2	Parking at unauthorized place.
			3	Using of truck with damaged body.
			4	Dropping / Spillage of material on the road.
			5	No number plate on vehicle.
			6	No head light / signal lights / brake light / horn /reverse horn on the vehicle.
			7	Tyres of vehicle having patching / bolting.
			8	Violation of approved speed limits during plying on the road.
			9	No front / rear wheel guards on Hydra.
			10	Un-authorized dumping of material.
			11	Driving license not available / in-valid
			12	Driving of two wheeler carrying more than one pillion rider.
			13	Driving dangerously.

			14	Overloading of vehicles.
			15	Talking on cell phone while driving.
			16	Vehicles transporting loads without tying/securing of loads/ stock protruding out of the truck body/without red flags/red lights, side guards, damage.
			17	Drunk & driving
			18	Non availability of reverse horn of moving equipment.
			19	Using hydra for material transportation on roads.
			20	Marching of hydra without signal man & red flags.
	I	Permits	1	Working without work permit / shut down
			2	Not putting red flags / stopper.
			3	Dismantling of structure without authorized plan.
			4	Unauthorized oxygen tapping.
			5	Working on VSP installations without permission.
			6	Critical / heavy erection of structures without authorized plan
	J	General	1	Not having proper gate passes / other area passes.
			2	Not reporting of accident.
			3	Hand grinders / mixer machines without guard.
			4	Make-shift arrangement for job execution.
			5	Engaging workers without safety training.
			6	Using of defective tools.
			7	Unauthorized operation of equipment.
	K	Statutory Records	1	SWL Certificates of lifting machines / equipments not valid /not available / details not displayed on the equipment.
			2	Valid Test Certificates of Electrical Hand Gloves/Full-Body harness not available.
			3	Eye examination records of vehicle/crane operators not available.
			4	Electrical Authorization not available.
			5	Vehicles plying without valid insurance, valid fitness certificate, valid pollution under control certificate

III	Minor subsequent - Repetition of violations as detailed under Category-II above.		5,000/-	10,000/-
IV	Major violations.		15,000/-	30,000/-
	A	Height	1	Using bamboo / or other non-standard material for scaffolding.
			2	Railing not given at platforms or opening of floor.
			3	Scaffolding planks not tied.
			4	Throwing / dropping of material from height.
			5	Proper ladder / approach not given for working at height.
			6	Full body harness (FBH) not wearing.
			7	Lifeline of FBH not anchoring.
			8	Floor opening left unguarded in the area of work.
			9	Working at roof without daily permit.
			10	Walkway / cross over

				path not provided.	
	B	Excavation	1	No barrication of excavated pits.	
	C	Electrical	1	Un authorized working on electrical equipment.	
	D	Vehicle	1	Sleeping under truck.	
	E	Arc welding	1	Welding screen not used.	
	F	General	1	Absence of Supervisor at work site.	
			2	Leaving loose sheets on the roof tops.	
V	Fatal Accidents/Permanent disability.		20% of contract value subject to Min. Rs.1 lakh and Maxi.Rs.5 lakhs or banning of business dealing or both.		10% of contract value subject to min. Rs.5 lakhs and maxi. Rs.10 lakhs or banning of business dealing or both.

Note:

- a) Any other violation which is not listed above having potential to endanger human life/Property shall be liable for penalty under any of the categories listed above.
- b) The penalties mentioned above are in addition to those which are applicable as per the statutory acts & Rules . In case of any imposed penalty by any statutory authority , the same shall be over and above the contractual clauses.
- c) The above penalties related to the accidents mentioned at Cat-5 will be imposed on agency in case the

Authority for imposing penalties:

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