



**RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT**

RFx No : 2400000850 Dt 03/12/2021

**APPOINTMENT OF HANDLING CONTRACTOR FOR
HANDLING AND STORAGE OF STEEL MATERIALS
OF VSP AT RETAIL YARD, VISAKHAPATNAM**

Tender documents are available in
RINL's SRM portal: <https://srm.vizagsteel.com>



RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
Marketing Department

APPOINTMENT OF HANDLING CONTRACTOR FOR HANDLING AND STORAGE OF STEEL MATERIALS OF VSP AT RETAIL YARD, VISAKHAPATNAM.

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NOTICE INVITING TENDER

RASHTRIYA ISPAT NIGAM LIMITED
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(A Govt. of India Enterprise)
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Visit us at www.vizagsteel.com

RFx No: 2400000850 Dt 03/12/2021

Rashtriya Ispat Nigam Ltd., (RINL), Visakhapatnam Steel Plant, (VSP), Visakhapatnam under the Ministry of Steel, Government of India, is engaged in the business of manufacturing and marketing of steel products.

RINL/VSP invites online TWO BID e-tender from experienced / established agencies for Appointment as Handling Contractor for handling and storage of Steel materials of Visakhapatnam Steel Plant (VSP) at VSP Retail Outlet, Survey No 336, Near Steel plant Railway Gate, Pedagantyada Post, Visakhapatnam- 530044. The details of Key information are given below:

Key Information:

Description of Work	Handling and storage of Steel materials of Visakhapatnam Steel Plant (VSP) at Retail YARD, Visakhapatnam.
Tender type	Open e-tender (in electronic format only) under TWO BID system.
Availability of Tender document	RINL's SRM portal: https://srm.vizagsteel.com
Minimum tonnage handled per year (MT)	25000
Annual turnover (Rs)	28.50 Lakhs
Last date and time of e-bid submission	Upto 15.00 Hrs (IST) on 11/02/2022
Tender opening date (TOD)	a) Part-A (Technical RFx) shall be opened at 15.30 Hrs on the same day of submission of tender. b) Part-B (Price RFx) on later date under intimation to all the eligible tenderers.
Validity of Bid	Five months from the last date for submission of tender.
Performance security (PS) Rs	16.30 lakhs in the form of BG
Security Deposit towards security of material (Rs)	80 lakhs /- in the form of BG
Pre- Bid Conference	28/01/2022 at 11.00 Hrs -Virtual Meeting Google meet joining info Video call link: vsd-iyqy-dmq
Contact person for any queries	CGM (Marketing) MS / DGM (Mktg Contracts) +Phone: 0891-3503123-extension 21104/24125



1. Availability of tender documents:

Interested Tenderers may please visit the following for downloading and submitting e-bid.

- a) RINL's SRM portal: <https://srm.vizagsteel.com> to view the RFX (No 2400000850) and to download the bidding documents from publisher folder of the RFX and submit the bid.
- b) RINL's official website www.vizagsteel.com for downloading tender document and submit the bid through RINL's SRM portal.

RINL shall not be responsible for any difficulty in downloading of clear and complete tender documents from the website. The Tenderer shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website. Corrigendum/Addendum/Amendments/clarifications, etc, if any, shall be hosted on websites only. Tenderers are requested to visit the website regularly.

2. E-RFX submission procedure -in 2 PARTS:

- 2.1 RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFX Response to be submitted electronically through System only. Tenderers need to have User ID and Password to participate in SRM E-Tenders. All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. If a tenderer who wish to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline. Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password. Link is provided for new vendors to get user Id and password.
- 2.2 In 2-Part E-RFX, Technical RFX Response to be uploaded to Tech RFX c folder and 'Price RFX to be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time. Only one consolidated rate excluding GST covering all the Schedule of operations mentioned in Schedule of operation and rate-II of price Bid (Annexure- VII) to be fed under "items" tab.
- 2.3 E-Tendering User Manual available in SRM Portal contains the procedure for participating in RINL E-Tenders.
- 2.4 Tenderers to ensure the following before submitting the 2-Part E-RFX Response :
 - a) All Mandatory questions are answered and Requisite documents are uploaded into "Tech RFX" c Folder including the Bid Security Declaration submission proof.
 - b) All Techno-Commercial documents including Experience Certificate required as per tender document are uploaded into "Tech RFX" c Folder.



- 2.5 Then upon ensuring confirmation of RFx response is complete and contains no errors, RFx Response to be submitted.
- 2.6 Tenderers to ensure that E-RFx Response submission is done before "Last date and time of e-bid submission" indicated in the Key information above.
- 2.7 RFx can be "withdrawn" and modified and resubmitted as long as "Last date and time of e-bid submission " is not over. RFx Response cannot be modified once Submission deadline time passed.

3. E-RFX opening procedure -in 2 PARTS:

- 3.1 E-RFx Responses are opened in the system electronically and hence presence of tenderers are not required. System generated mails will be sent to Tenderers at different stages of tender processing.
- 3.2 The System allows opening of RFx responses only after the specified date and Time as indicated at Key information above. Authorized Tender opening officers through the process of "Simultaneous Log-on" shall open the RFx Responses in System.
- 3.3 For 2-Part E-RFx first "Tech RFx" c Folders are opened in the system through Simultaneous Log-on Process. Then Price RFx responses will be opened on a specified Date & Time through Simultaneous Log-on process for Techno-Commercially Accepted Responses on intimation to Tenderers.

4. **Contract Period:** 4.5 (Four and half) years from the effective date mentioned in the LOA with provision for extension for another period of Four months or till finalization of new contract whichever is earlier, at the option of VSP. The extension shall be on existing terms and conditions of contract and the rates payable shall be the existing contract rates (with base date for price variation as per the existing contract) The contractor shall be bound to carry out the work during the period of extension without any reservation.

5. Special conditions:

- 5.1 The tenderers shall be Consignment Agents/ Handling Agents/ Stevedores having experience in operating all activities of unloading from trucks/trailers/rakes etc., stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material and should have handled Iron (excluding scrap) and/or Steel materials (semis & finished products)/ Heavy machinery /any metal products, for a minimum tonnage in any one of the preceding 5 financial years or current financial year, and should have minimum turnover as mentioned in the tabulation below. The experience certificate should also mention that the tonnage has been considered only once from the stage of receipt to delivery, even if the product undergoes changes during the process.



The lowest tonnage out of Receipts/stacking/delivery shall be considered as annual tonnage handled. (It may be noted that unless the quantity is handled from receipt to despatch, the same will not be considered as requisite experience).

Location	Minimum Tonnage handled per year(in MT)	Minimum Annual turnover (in Rs. Lakhs)
Retail yard	25000	28.50

6. The tenderer should submit the documents as per details given in the tender document along with the tender.
7. Purchase preference will be given to PSUs wherever applicable as per DPE Guidelines / or any other Government guidelines inforce.
8. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
9. Please contact CGM (Marketing)-MS, DGM (Mktg)-Contracts on the above mentioned contact numbers, for any queries.

CHIEF GENERAL MANAGER (Marketing)- MS



RASHTRIYA ISPAT NIGAM LTD. VISAKHAPATNAM STEEL PLANT
INSTRUCTIONS TO TENDERERS (ITT)

Tender for appointment of Handling Contractor (HC) at Retail YARD for handling and storage of Steel materials of VSP.

(I) Tender submission: E-RFX submission procedure - TWO PART:

1. RINL is employing SAP SRM 7.0 for Electronic Tendering System. E-RFX Response to be submitted electronically through System only. Tenderers need to have User ID and Password to participate in SRM E-Tenders. **All enlisted vendors of RINL would be provided User ID and password for participating in RINL E-Tenders. If a tenderer who wishes to participate is not presently enlisted with RINL or not having User ID Password can obtain the same through Registration of Suppliers (RoS) system by providing requisite details well before the RFX Submission deadline.** Tenderers to go through the User Manual of RoS system available in SRM Portal for detailed steps for obtaining User ID & Password.
2. In Two Part E-RFX, Technical RFX response is uploaded to Tech RFX c-Folder and Price RFX is submitted electronically.
3. E-Tendering User Manual available in SRM Portal contains the procedure for participating in RINL E-Tenders.
4. Tenderers to ensure the following before submitting online / uploading the 2-Part E-RFX Response:
 - a) All mandatory questions are answered.
 - b) The bidder should not alter the Terms and Conditions of Contract and other documents forming part of the Tender Document downloaded from the website of RINL.
 - c) The Tenderers are required to upload certain documents (originals as well as photocopies as detailed in various paragraphs of ITT). Wherever a photocopy is uploaded, the same should be duly authenticated by a Notary or by a Gazetted Government Servant. Wherever a document is uploaded in a language other than English / Hindi, it should be accompanied by English translation from a Notary or an Advocate. **Original documents like Experience Certificate as per Annexure-II of NIT & Financial standing certificate issued by Bankers as per Annexure-IV of NIT should not be dated prior to the date of Open Tender Notice.**
 - d) Requisite documents as detailed below are uploaded into "Tech RFX" c Folder:
 - Bid Security declaration form along with Tender Form.
 - Declaration of Particulars.
 - All other documents as per NIT.



- Tender Document downloaded from VSP's website duly signed & sealed (indicating the name and status of the signatory) on all pages including the General conditions of contract and special conditions of contract as token of acceptance.
 - e) Price RFX to be submitted electronically through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time. Only one consolidated rate excluding GST covering all the Schedule of operations mentioned in Schedule of operation and rate-II of price bid (Annexure VII) to be fed under "items" tab.
 - f) Then upon ensuring confirmation of RFX response is complete and contains no errors, RFX Response to be submitted.
 - g) Tenderers to ensure that E-RFX Response submission is done before "Last date and time of e-bid submission" indicated in the NIT.
 - h) RFX can be "withdrawn", modified, and resubmitted as long as "Last date and time of e-bid submission is not over. RFX Response cannot be modified once submission deadline time has passed.
 - i) RFX Response should be kept valid for a period of 5 (five) months from the last date for submission of tender.
5. **The tenderers are required to submit the following original documents in a sealed envelope.**
- a) Bid Security declaration as per format at annexure- V.
 - b) Affidavit-α as per Annexure-III
 - c) Undertaking as per clause 16 of ITT
 - d) Experience certificate as per prescribed format at annexure-II.
 - e) Financial standing certificate at annexure-IV.
 - f) Proof of turnover for the last 5 FYs (CA certificate).

The envelopes containing the Bid Security Declaration form and credentials only referred in para 5 above which should bear the following superscription: "Part-A: Technical Bid in response to **RFX No.2400000850 dt.03/12/2021** along with RFX response number."

The Sealed envelope referred above should be addressed to the CGM(Mktg-Services) MS , Marketing Department, C-Block, Room No 265, I Floor Main Administrative Building, Visakhapatnam Steel Plant (VSP), Visakhapatnam 530031, Andhra Pradesh, India. The name, address and vendor code of the Tenderer should be mentioned on this envelope.

(II) Pre-Bid Conference:

6. Pre-Bid Conference: RINL shall convene a Pre-bid Conference/virtual meet on 28/01/2022 at 11.00 AM to clarify queries, if any to the tenderers. During the Pre- bid conference or even otherwise the tenderers may discuss with the officers of Marketing Department of VSP with a view to ascertain himself how the Stockyard is envisaged



to be set up and operated and familiarize himself with the nature and magnitude of the services required of him including, weighbridge, etc. By submitting a quotation, the tenderer will be deemed to have fully familiarized himself with and considered the scope of work, working conditions, labour laws including General conditions of contract and Special conditions of contract forming part of the Tender Documents.

Attending the Pre-bid conference is not mandatory for the tenderers. Also, RINL shall not be responsible for the ignorance of the tenderer in submitting tenders without proper data or documents or with insufficient/wrong/contradictory documents or information irrespective of the fact of him/her having attended/not attended the pre-bid conference.

(III) TENDER REQUIREMENTS:

The following are the major requirements in the subject tender, which along with other requirements, are detailed in the subsequent paragraphs of ITT.

Minimum Tonnage handled per year(in MT)	Minimum annual turnover (in Rs. Lakhs)	Security Deposit for security of material (in Rs Lakhs)	Performance Security (in Rs Lakhs)
25000	28.50	80	16.30

(i) Bid Security Declaration (BSD):

7. Tenders should be accompanied by Bid Security Declaration as per the format enclosed at Annexure -V. Tenders without BSD shall be summarily rejected and Part-A (Technical Part) and Part B (Price Part) of tender shall not be opened. BSD submitted to VSP earlier, if any, cannot be considered for this purpose and offers with such requests shall be treated as without BSD. Any agency who had participated in any of the HC/CA/stevedore tenders floated by Marketing department and having quoted the lowest price i.e.L-1 price and subsequently backed out/withdrawn their offer in the last one year, the offer if any, submitted by such agency will not be considered against the present tender. The period of one year for this purpose shall be reckoned backwards from the date of this tender till the date of withdrawal / backing out of the tender. This is without prejudice to other terms & conditions of NIT. Government Undertakings / Enterprises are exempted from submission of BSD.
8. The tenderer will automatically be debarred from participation in all future tenders of RINL for a period of three years ,in case the tenderer withdraws/modifies the bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof OR (i) having been notified of the acceptance of their bid by RINL, during the period of bid validity (ii) if the tenderer fails or refuse to execute the contract, fails or refuse to



furnish the security deposit towards security of material ,performance Security, as stipulated in the Tender Document /Work Order / letter of Acceptance .

9. Micro Small Enterprises (MSEs) participating in the Tender must submit his/its proof of enlistment/ registration with any of the following agencies for relevant service segment for claiming exemptions of Performance security and all other benefits, concessions or claims which may accrue or be claimed as per the MSME Act and rules framed there under, in connection with the execution of Handling Contract Work during the Contract period or during the extended period/s of the Contract; non submission of proof of enlistment/ registration by such MSE Tenderer would tantamount to waiver on his/its part and excepts/ bars him/it from Claiming any benefits/ concessions/ claims under the MSME Act at any later point of time if such Tenderer is awarded with the Contract.

- i) District Industries Centre (Acknowledgment of Entrepreneur Memorandum i.e., EM part II).
- ii) Khadi and Village Industries Commission.
- iii) Khadi and Village Industries Board.
- iv) Coir Board.
- v) National Small Industries Corporation (NSIC).
- vi) Directorate of Handicrafts Handloom.
- vii) Any other body specified by Ministry of MSME.
- viii) Udyog Aadhaar Acknowledgment/ Udyog Aadhaar
- ix) Memorandum issued by Ministry of MSME

Note: The Micro and Small enterprises registered for the particular trade/item for which the tender is relevant, would only be eligible for exemption. It may be noted that waiver of Performance security is permitted only up to the monetary limit as specified in the proof of enlistment for which the unit is registered. Exemptions shall be extended to MSEs based on status of firm as on Tender Opening Date (TOD) .

For claiming such exemption, the certificate issued should be valid at least up to the last date for submission of offers. Notarised copy of the certificate to that effect is to be submitted as a proof for availing PS exemption. The tenderer is also required to ensure validity of such certificate for a minimum period of 1 year from the last date for submission of offers

(ii) Experience:

10. The tenderers shall be Consignment Agents/ Handling Agents/ Stevedores having experience in operating all activities of unloading from trucks/trailors/rakes etc., stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material and should have handled Iron (excluding Scrap) and/or Steel materials (semis & finished products)/ Heavy machinery /any metal products for a minimum tonnage as mentioned in the Open e-Tender Notice in any one of the preceding five financial years or in the current financial year. The experience certificate should also mention that the tonnage has been considered



only once from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/ stacking/ delivery shall be considered as annual handled quantity. (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience.)

Proof of such experience should be submitted along with the tender in the following manner. (The experience of the tenderers as traders, experience of sister concerns (i.e., Companies /firms under the same management) and/or experience certified by sister concerns of the tenderer, experience certificate issued to the tenderer by traders will not be considered).

A certificate (in original) should be submitted from the Employer in the format enclosed as **Annexure-II** of ITT. The certificate should mention the tonnage handled. The certificate should also mention that the tonnage has been considered only once, from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/ stacking/ delivery shall be considered as annual tonnage handled (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience). In case the Employer is a private party, the certificate should be supported by copies of Work Order / Agreement and TDS Certificates.

(iii) Annual Turnover:

11. The tenderer should have annual turnover for a minimum value as mentioned in the Open e-Tender Notice in any one of the preceding five financial years. Photocopy of audited Balance Sheets and Profit and Loss Account statements certified by a Practicing Chartered Accountant for the preceding five financial years more particularly for the relevant qualifying year should be submitted. In case audited accounts were not finalized for any of the other four financial years, reasons for the same should also be certified by a practicing Chartered Accountant.
12. The tenderer shall submit reference letter (in original) in the format enclosed as **Annexure-IV** of ITT from the Bankers on the financial status of the tenderer issued subsequent to the date of tender notice.

(IV) Equipments:

13. The successful tenderer should be in a position to deploy required number of tyre mounted mobile cranes (owned or hired) each capable of handling 10 to 12 MT or more, Decoiling /Straightening and cutting machines for Plain Wire Rod Coils/ Rebar Coils and sufficient number of trailers /trucks, other ancillary equipments and manpower to carry out the handling and storage functions envisaged in the Stockyard.
14. The tenderer shall also submit a notarized affidavit- α , on non-judicial stamp paper (of Rs 100/-) that during the tenure of the contract, whenever the age of cranes deployed (own cranes as well as hired cranes)



exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years. Such cranes shall also be dedicated to RINL/VSP for the entire period of contract. The compliance of the age of the cranes shall be ensured by the successful tenderer. The liability of deployment of cranes (own as well as hired cranes) not older than 5 years age at any point during the tenure of the contract shall be the whole and sole responsibility of successful tenderer. No dispute on this aspect shall be entertained by RINL / VSP. The age of the cranes shall be ascertained from the purchase invoice / registration certificate / any other relevant documentary proof.

15. Along with the tender, the tenderer may either submit ownership/hired documents for tyre mounted mobile cranes specified in the Appendix to the Special Conditions of Contract or submit Affidavit-α (as per the format enclosed at Annexure-III of ITT declaring that copies of ownership/hired documents of tyre mounted mobile cranes as specified above shall be submitted within 60 days from the effective date of contract failing which LOA shall stand withdrawn and PS will be forfeited. In the absence of either documents, tender shall not be considered.
16. The tenderer shall ensure that these Cranes should be deployed exclusively for RINL and not committed in other tender / contract from the date of commencement of operations under this contract. The following undertaking / declaration shall be submitted by the tenderer along with their offer.

"I hereby declare that the own cranes or hired cranes, the details of which are submitted by me along with the tender / which shall be submitted after issue of LOA, shall be deployed exclusively for RINL and shall not be committed in other tenders / contracts from the date of commencement of the operations of this contract".
17. The tenderer shall indicate, while submitting the tender, how he proposes to mobilize the tyre mounted mobile cranes, trailers/trucks and other equipment as and when required, which are not in his possession on the date of submission of the tender. The equipment should be in perfect working condition. The Company may decide to inspect the cranes and other equipment physically to assess their fitness and availability. The tenderer should submit to the Company a list of all such equipment proposed to be deployed by him for the subject work, along with all details.
18. As the rated capacities of new units under plant expansion will be achieved progressively over a period, the minimum number of tyre mounted mobile cranes (either own or hired or combination of both submitted along with the tender) as given in the Appendix to Special conditions of contract shall be made available for deployment by the successful tenderer, within 15 days from the effective date of Contract. The same cranes shall remain deployed and dedicated on all working days /hours and the company will not allow (temporary /permanent) withdrawal of any of these cranes throughout the period of contract except for replacement of cranes older than 5 years. Subsequently, the successful tenderer shall increase/decrease deployment of number of tyre mounted mobile cranes indicated in the appendix during the operation of contract.



19. The successful tenderer should be in a position to deploy required number of decoiling machines as mentioned in the appendix to special conditions of contract. The indicative quantity to be handled by the handling contractor during the first year of contract for Decoiling/Straightening and Cutting of plain wire rod coils /Rebar Coils is mentioned at the Annexure-I of ITT. The tenderer is required to submit a detailed proposal giving description, number, make and capacity of Decoiling/Straightening and Cutting machines to be deployed as brought out in appendix to special conditions of contract.
20. The tenderer shall submit list of equipments proposed to be deployed complying with the minimum requirements specified in the Special Conditions of Contract along with documentary proof of ownership / hiring of tyre mounted mobile cranes as given in the Appendix to Special Conditions of contract, each capable of handling heavy consignments of Steel materials up to 10 to 12 MT or more (OR) the tenderer may submit an Affidavit- α (as per format enclosed at **Annexure- III** of ITT) for submission of the same within 60 days from the effective date of contract, failing which LOA shall stand withdrawn and PS will be forfeited, as detailed in clause no 15 under sub heading equipments in ITT, along with mentioning that during the tenure of the contract, whenever the age of the cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years.(Please refer clause no 14 under sub heading equipments in ITT above).

(V) Affidavits:

21. The tenderer shall submit notarised Affidavit - α (on Rs 100/- stamp paper) as mentioned at clause no 14 of ITT.
- 21.1 A notarized Affidavit- α (in original) in the format enclosed as Annexure-III of ITT mentioning that the tenderer is not under liquidation or court receivership or similar proceedings or debarred/blacklisted from participation in Tenders by Government Departments and Public Sector Undertakings and that none of their Directors/proprietor/partners who got tainted in course of their conducting business with RINL/VSP earlier and as well as other Government Departments and Public Sector Undertakings, have controlling interest in their Organization and that the financial net worth of the tenderer is not negative during the preceding three financial years, should also be submitted, relinquishing of retailership in the event of CA/HC being awarded the contract besides the other affidavits mentioned at para-21 above.
- 21.2 The affidavit- α shall also mention that the tenderer is not having or would not be having more than three Consignment Agency / Handling contracts for the period beyond 31/12/2022 at stockyards of Marketing Dept, RINL/VSP.
The affidavit shall also mention that the tenderer is not having or would not be having more than one Consignment Agency / Handling contract as on the date of opening of tender for handling of Iron &



Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.

The affidavit should also mention that the tenderer shall be liable for forfeiture of Performance security and debarring from participation in any of RINL's tenders for a period of 5 years from the date of default if it fails to submit ownership documents/hired documents of tyre mounted cranes and trailers within 60 days from the date of LOA. It should also mention that in case the tenderer fails to deploy additional trailers/cranes within 15 days from the date of instruction of Executive in charge, they are liable for actions as stipulated under Clause 5.5 of GCC.

The affidavit should also mentioned that in the event of existing RINL Retailer participating in the tender and being awarded the HC contract by RINL, the said retailer shall relinquish his retailership of RINL within 90 days from the date of issuance of LOA , failing which the LOA issued to the Retailer shall stand withdrawn and Performance Security will be forfeited and will be debarred from participating in RINL tenders for a period of 5 years.

(VI) Statutory:

22. Since RINL/VSP is an establishment covered under PF Act, the Contractors working for VSP would automatically get covered under PF Act, irrespective of the number of persons employed. Hence, the tenderer shall be required to submit along with the tender either a photocopy of PF Registration Certificate or an undertaking to submit the same to RINL/VSP, before commencement of work of the contract. Photocopies of PF Challan / Application for PF Registration/ Acknowledgement for the application of PF Registration/ Sub Contractor's PF Registration etc. will not be considered. Under no circumstances the contract work will commence without PF registration certificate.
23. Tenderer shall submit photocopy of partnership deed and proof of registration of the Firm in case of Partnership Firms and certified photocopy of Articles and Memorandum of Association in case of Companies.
24. Tenderer shall submit copy of Goods and Service Tax (GST) Registration certificate.
25. Tenderer shall submit photocopy of the ESI registration Certificate (if applicable) indicating their ESI code number. In case, the same is not available, letter of undertaking to furnish the same before commencement of work of the contract shall be submitted.
26. Tenderers shall note that Central Government is now the appropriate Government for RINL/VSP and the contractors are required to pay the minimum wages as notified by the Regional Labour Commissioner (Central), Visakhapatnam or appropriate authority under Ministry of Labour and Employment, Govt. of India.



(VII) OFFER VALIDITY:

27. Tenders should be kept valid for a period of 5 (five) months from the last date for submission of tender.

(VIII) Opening of tender & Evaluation:

28. **E-RFX opening procedure - Two PART:**

- a. **Fatal Condition:** E-RFX responses without Bid security declaration shall be rejected summarily and shall not be opened / processed further. No additional time shall be given for submission of Bid Security declaration after last date and time of e-bid submission.
 - b. E-RFX Responses are opened in the system electronically and hence presence of tenderers is not required. System generated mails will be sent to Tenderers at different stages of tender evaluation.
 - c. System allows opening of RFX responses only after the specified date and Time as indicated in the NIT. Authorized Tender opening officers through the process of "Simultaneous Log-on" shall open the RFX Responses in System.
 - d. For Two-Part E-RFX first "Tech RFX" C-Folders are opened in the system through simultaneous Log-on Process. Then Price RFX responses will be opened on a specified Date & Time through simultaneous Log-on process for Techno-commercially accepted responses on intimation to Tenderers.
29. Tenderers shall note that VSP, after opening of tender document may seek, in writing, document/clarifications which are necessary for evaluation of tender/bid document from the Tenderers or issuing authority for confirmation of eligibility /Pre-qualifications stipulated in the NIT.
30. RINL/VSP shall give 3 weeks time for further clarification / rectification of any deficiencies in the tender (subject to exceptions mentioned hereinafter) and seek clarifications /confirmations / documents / withdrawal of deviations from the terms and conditions of contract without any revision in prices. In case of failure to rectify the deficiencies within this period, the tender would be rejected summarily. In case none of the tenderers rectify the deficiencies within this period, RINL/VSP reserves the right to give further time at its sole discretion.



31. **Evaluation of the Tender/L-1 rates**

By submission of the tender it is implied that the tenderer has accepted the rates fixed by VSP for the Schedule of operations / BOQ items shown at Schedule of operation and rate-I of Price Bid (Annexure VII).

The tenderer shall submit electronically (through VSP's SRM portal: <https://srm.vizagsteel.com/> before the due date & time) Price RFX by feeding under "items" tab only one consolidated rate excluding GST covering all the schedule of operations / BOQ items as shown in Schedule of operation and rate-II of Price Bid (Annexure VII).

RINL/VSP conducts SRM Live Auction (reverse e-auction) in SAP-SRM platform with 'No Start Price' 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 Live Auction through VSP's SRM portal <https://srm.vizagsteel.com/>. User manual for participation in e-auction is available in our portal mentioned above.

During the Live Auction process, the Tenderers shall quote one consolidated rate against the schedule of operations as mentioned in Schedule of operation and rate-II of Price bid (Annexure VII) on online basis with minimum bid decrement value as decided by the Company.

After the reverse e-auction is conducted, the Price RFX (Part-B) 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.

A composite rate comparative statement shall be made considering system generated Reverse e-auction data and Price RFX of all the technically qualified Tenderers, based on which the final L-1 contract rate shall be finalized. The following shall be considered while determining the L-1 rate:

(a) In case the L-1 rate is lower in Reverse E-auction, then the rate quoted in Reverse E-auction will be considered for award of contract, along with the rates fixed by the company for the Schedule of operations as mentioned at Schedule of operation and rate-I of Price Bid (Part-B).

(b) In case the L-1 rate is lower in Price RFX, then the rate quoted in Price RFX will be considered for award of contract, along with the rates fixed by the company for the Schedule of operations as mentioned at Schedule of operation and rate-I of Price Bid (Part-B).



- (xi) A blank price bid format (provided at Annexure-VII of ITT) duly signed by the tenderer shall be submitted along with the offer, as token of acceptance and familiarity to VSP's tendering system as described in the NIT.
32. However, in case reverse e-auction is not conducted, RINL/VSP will open the Price RFx submitted by the bidder and process the tender as per the prevailing tendering procedures of RINL/VSP.
33. The tenderers may note that in case of reverse e-auction the quoted rate shall be valid for a period of 4 months from the date of reverse E-auction.
34. For the purpose of Price Variation provided in the General Terms and Conditions of contract, the base date shall be the last date for submission of Price RFX / 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).
35. Purchase preference will be given to PSUs wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

(IX) INTEGRITY PACT:

36. The Company requires that bidders/suppliers/contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/ contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.
37. The tenderer is required to unconditionally accept the Integrity pact enclosed at **Annexure-VI** of ITT and shall submit the same duly signed along with his offer. The offer of the tenderers received without duly signed integrity pact format, shall not be considered.



(X) General Instructions:

38. The tenderer should not have more than three Consignment Agency / Handling contracts for the period beyond 31/12/2022 at stockyards of Marketing Dept, RINL/VSP. In case of tenderers having two such contracts already beyond 31/12/2022, all other offers of the tenderer shall be ignored once he becomes L-1 for one more contract. In case of tenderers having one such contract already beyond 31/12/2022, all other offers of the tenderer shall be ignored once he becomes L-1 for two more contracts. In case of tenderers having no such contracts beyond 31/12/2022, all other offers of the tenderer shall be ignored once he becomes L-1 for three contracts.

In case of a tie as a result of the tenderer becoming L-1 for more than one contract in the Price Bids opened on a single day, preference for award of contract shall be given by breaking the tie in the order mentioned below:

- (a) Location where the tenderer is the existing Consignment Agent/ Handling Contractor shall be given preference to the location where he is not.
- (b) Location where the indicative quantity for Deliveries from the Stockyard is more shall be given preference to the location where it is less.
39. As on the date of opening of tender, the tenderer should not have more than one Consignment Agency (CA)/ Handling Contract (HC) for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz., SAIL, TISCO, JSPL, JSWL, ESSAR Steels and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.
40. In the event of existing Retailer of RINL/VSP having Retailership Agreement with RINL/VSP being awarded the Handling Contract by RINL/VSP as per the Subject Tender, the said Retailer shall relinquish his/its Retailership of RINL within 90 days from the date of issuance of LOA issued pursuant to the Subject Tender, failing which the LOA issued to the Retailer shall stand Withdrawn/ Cancelled and Performance security (PS) will be forfeited. The tenderer shall submit an affidavit α relinquishing of retailer ship in the event of HC being awarded.
41. RINL/VSP shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website/srm portal. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by RINL/VSP on its website/srm portal. RINL/VSP will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.



42. RINL/VSP reserves their right to accept/reject any or all tenders either in part or in full without assigning any reason thereof and without any liability to RASHTRIYA ISPAT NIGAM LIMITED.
43. Offers received from tenderers debarred/blacklisted by Government Departments and Public Sector Undertakings will not be considered. Companies /Proprietorship/Partnership firms where any individual who got tainted in course of conducting business with RINL/VSP/any other PSUs/Government Departments in the past, has controlling interest, will not be considered. In this regard, the Company's decision shall be final and binding.
44. The tenderer should be in a position to produce originals of all the documents (attested Photocopies of which were submitted along with the tender) whenever called for. Failure to produce such originals would result in disqualification.
45. If it comes to the notice of VSP at any stage right from request for tender document that any of the certificates / documents submitted by tenderer is found to be false / fake / doctored, they shall be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. Security Deposit towards security of material, Performance security etc., if any, shall be forfeited. The Contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP shall also be terminated with attendant fall outs like forfeiture of Security Deposit, Performance Security if any, and recovery of risk and cost charges etc. Decision of VSP Management shall be final and binding.
46. If it is found that the tenderer has either submitted a false/incorrect affidavit OR the tenderer fails to comply with promises made in the Affidavit-α (in the format enclosed as Annexure-III)/undertaking(s) submitted during tender evaluation, then the tenderer along with all their sister concerns / associates etc. having one or more common directors/Partners shall be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. Performance security etc., if any, shall be forfeited. The tenderer shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP shall also be terminated with attendant fall outs like forfeiture of Security Deposit towards security of material, Performance security if any, and recovery of risk and cost charges etc. Decision of VSP Management in this regard shall be final and binding.
47. **Formal Agreement:** The successful tenderer shall be required to conclude a formal agreement with the company in the prescribed Format on a non-judicial stamp paper of Rs.100/- purchased in Andhra Pradesh after the Company conveys acceptance of the tender.
48. The company reserves the right to sell the product directly from Plant or ex-yard as per the choice of the customers. Quantity of material expected to be sold ex-yard shall be influenced by many



factors like demand, sluggish or buoyant market conditions, both domestic and international, economic environment etc., and such quantities despatched to yard for ex-yard sales shall be handled by the contractor. While no guarantee can be given by the Company about the quantity of materials to be handled at any time, during the contract, an indicative pattern is given in Annexure-I of ITT. These are estimated quantities to be handled during first year of operation. The same should not be construed as a guarantee of the actual quantity to be handled. Variation in quantity without any limit shall not entitle the Handling Contractor for any revision of rates. The Company will not be liable in any way if the actual quantities handled / stored differ from the indicative quantities given in the above mentioned annexure and no compensation/ damages can be claimed or liable to be paid by RINL for whatsoever reason and on whatsoever ground, if the actual quantities handled/ stored/ transported differ or vary from or falls short of estimated quantity. Since the quantities shall be subject to wide variation the rates quoted should be self-sustaining. The Handling Contractor will have no claim against the company, in case any of his equipment(s) / facilities or labour remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

49. A checklist format is enclosed at **Annexure-VIII** of ITT, for ready reference of the tenderers. The same may be made use for submitting the tender document.
50. Notwithstanding anything specified in this tender documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves the rights to reject the offers of tenderers whose performance is poor in awarded / ongoing handling/stevedoring contracts if any.



Annexure-I

I. The tender will be evaluated on the basis of the following quantities at table A.:

Table A

<u>Item No. in the Schedule of Rates</u>	<u>Unit</u>	Indicative Quantity to be handled for the first year of operations (Retail yard Vizag)
		Steel
I	MT	36000

II. For the information of the tenderers ,the indicative quantity to handled during the first year of operation and the previous three years quantity for the BOQ items 1(a) , 1(b) ,1(c) ,1(d) , are given below:

Table-B

Item	FY 2018-19 (MT)	FY 2019-20 (MT)	FY 2020-21 (MT)	Indicative quantity (MT) for the first year of
1 (a)	-	-	-	1
1 (b)	-	255	2142	1200
1 (c)	-	-	-	1
1 (d)	-	-	-	21600



Annexure-II

(TO BE ISSUED BY THE EMPLOYER ON THEIR LETTER HEAD)

To,

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam-530 031

Dear Sir,

Sub: Experience Certificate for participation in tender Issued by RINL.

1. This is to certify that M/s _____
(Name and address of the Agency) have the experience in unloading from trucks/trailors/rakes etc, stacking, loading etc. from the stage of receipt of material to the stage of dispatch of the same of _____ (name of the commodity) in our organization _____ (name of the organization) for the tonnages mentioned below during the period _____ to _____. The tonnage has been considered only once, from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/stacking/delivery shall be considered as annual handled quantity. (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience).

Item No	Description	2016-17	2017-18	2018-19	2019-20	2020-21	Current FY
1	Receipts in MT						
2	Stacking in MT						
3	Deliveries in MT						
Quantity considered(*)							

(*) Lower of items 1, 2 and 3 should be considered as tonnage handled.

2 Their overall performance has been found good

Date:

()

Place:

Authorized Signatory

Name:

Seal:

Designation:

(The Employer, while issuing the above certificate, is requested to fill in all the columns and rows of above table with relevant data)



Annexure-III

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER (Rs 100/-) BEFORE A NOTARY)

AFFIDAVIT-01

1. I, _____, S/o _____, aged _____ years, _____ (Designation) of M/s _____ (Name of the organization), a Proprietary Firm / Partnership Firm / Company, having it's Registered / Head Office at _____ do hereby solemnly affirm and state as follows:

- i) I am the deponent herein and I am authorized to swear this affidavit on behalf of the organization, M/s _____.
- ii) I submit that our organization, M/s _____ is not under liquidation or court receivership or similar proceedings or debarred/blacklisted from participation in tenders by Government Departments and Public Sector Undertakings and none of our Directors/Proprietor/partners who got tainted in course of conducting business with RINL/VSP earlier and as well as other Government Departments and Public Sector Undertakings, has controlling interest in our Organization.
- iii) I further submit that the financial net worth of our organization M/s _____ is not negative during the preceding three financial years.
- iv) I also submit that our organization, M/s _____ is not having or would not be having more than three Consignment Agency / Handling contracts for the period beyond 31/12/22 with RINL/VSP.
- v) I also submit that our organization, M/s _____ is not having or would not be having more than one Consignment Agency / Handling contract as on the date of opening of tender for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.
- vi) I also submit that the proof of ownership /hiring documents of tyre mounted mobile cranes as given in the Appendix to Special conditions of contract each capable of handling materials up to 10 to 12 MT or more (i) has been given **(OR)** (ii) shall be submitted within 60 days from the effective date of contract failing which the LOA shall stand withdrawn and PS will be



forfeited .My associates/sister concerns having common director(s)/partner(s) shall also be debarred from participating in any tender for a period of 5 years from the date of default. In case I fail to deploy additional cranes within 15 days from the date of instruction of Executive Incharge, I shall be liable for actions as stipulated under Clause 24 of General conditions of contract.

- vii) I also submit that our organisation is an existing retailer of RINL and in the event of our organisation being awarded the CA/HC contract by RINL, the Retailer ship shall be relinquished within 90 days from the date of issuance of LOA failing which the LOA shall stand withdrawn and Performance security will be forfeited and will be debarred from participating in RINL tenders for a period of 5 years .
- viii) During the tenure of the contract, whenever the age of cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years. Such cranes shall also be dedicated to RINL/VSP for the entire period of contract.

(*)Strike out the non relevant portions.

- 2. I declare that the above said facts are true and correct.
- 3. I understand that if any of the above declarations is found incorrect or not adhered to then our organization shall be debarred from participation in all VSP tenders for a period of 5 years, including termination of contract, if awarded. **Security Deposit towards security of material**, Performance security, if any, shall be forfeited. Our organization shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP shall also be terminated with attendant fall outs like forfeiture of **Security Deposit towards security of material**, Performance security, if any, and recovery of risk and cost charges etc. Decision of VSP Management in this regard shall be final and binding.

Solemnly affirmed and signed before me at _____ on this _____ day of _____, 2022.

Deponent

Seal Notary



Annexure-IV

(TO BE ISSUED BY THE BANK ON THEIR LETTER HEAD)

To,

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam-530 031

Dear sir,

Sub: Financial standing of M/s _____

This is to certify that M/s _____ (Name of the tenderer), a _____ (Proprietorship Firm / Partnership Firm / Company) with Sri / Smt _____ as _____ (Proprietor / Partners / Directors) having their Registered / Head Office at _____ have been banking with us since _____. The operation of their _____ (nature of account) No. _____ with us is satisfactory. The financial standing of M/s _____ is sound based on the transactions dealt with us.

This is also to certify that M/s _____ is solvent worth Rs. _____ (value of Security deposit towards security of material specified against this work).

Date:

Place:

()

Authorized Signatory

Name:

Seal:

Designation:



Annexure – V

BID SECURITY DECLARATION

Tender no/ RFX No : 2400000850 Dated : 03.12.2021

I / We have understood that, according to the conditions of Tender document, bids must be supported by a Bid Security Declaration (BSD). Accordingly, I am / We are submitting this "Bid Security Declaration "as follows:

I/ We accept that , I /We will automatically be debarred from participation in all future tenders of RINL for a period of **three (3) years** and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

a) If I /we withdraw / modify our bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

Or

b) Having been notified of the acceptance of our bid by RINL, during the period of bid validity, if I /We

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

(ii) Fail or refuse to furnish the Security Deposit towards security of material & (or) PS, as stipulated in the Tender Document / work Order / Letter of Acceptance / Purchase Order.

[Signature

In the capacity of:

[Legal capacity of person signing the Bid Security Declaration]

The tenderer shall submit a documentary proof (viz. certified / true copy of board resolutions/ Power of Attorney etc.) with respect to Legal capacity of person signing the BSD.

Name:

[Complete name of person signing the Bid Security Declaration]

Duly authorized to sign the bid for and on behalf of: *[complete name of tenderer and Address]*

Date: *[Date of signing]*

Corporate Seal: (wherever applicable)

Witness:

[Signature of person with name and address]

Note: In case of a Joint Venture / Consortium, wherever allowed, the BSD must be in the name of all partners to the Joint Venture / consortium that submits the bid.



Annexure-VI

INTEGRITY PACT FORMAT

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 Handling Contract for handling and storage of Steel Materials of VSP at Retail YARD Stockyard, Visakhapatnam against NIT Ref NO.**RFX NO 2400000850 OF 2020-21 DT 03/12/2021**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 - Commitments of the Principal:

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



- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/ Contractor(s) 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 mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

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

- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or



intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, actions in line with BSD furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be taken. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.



- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance security furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 - Previous transgressions:

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

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

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

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with



the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.

- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The Parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.



- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 - Other provisions:

- (1) This 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 remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2
(Name & Address)



GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS/CONTRACT AGENCIES"

- 1.0** There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1** Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission /remuneration /salary /retainer being paid by them to the agent(s).
- 1.2** Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
- 2.1 Bidders of Foreign nationality shall furnish the following details in their quotation/bid:**
- 2.1.1** The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
- 2.1.2** The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
- 2.1.3** Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
- 3.1 Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:**



- 3.1.1** The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
- 3.1.2** Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
- 3.1.3** The amount of commission/remuneration included for bidder in the price (s) quoted
- 3.1.4** Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by RINL in India in equivalent Indian Rupees.
- 4.0** In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.
- 4.1** Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by RINL. Besides this, other actions like banning business dealings with RINL, payment of a named sum etc., may also follow.

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

1. Sri Air Marshal Naresh Verma, IAF(Retd)
2. Sri B Prasada Rao, Ex-CMD, BHEL

(for details please see our website www.vizagsteel.com)



**Annexure-VII
(Part-B)**

Blank format of price bid

FOR HANDLING AND STORAGE OF STEEL MATERIALS OF VSP AT RETAIL YARD, VISAKHAPATNAM

(SCHEDULE OF OPERATIONS AND RATES -I

S1 no	Description of Item	Rate fixed by VSP for Steel Items in Rs / MT
1	Carrying out various operations as below as per the requirement of the Company on instruction from Engineer i/c.	
1 (a)	Cutting of material into two pieces and bundling the same wherever required (Not applicable for longitudinal cutting).	67
1 (b)	Bending of material and bundling the same wherever required	211.26
1 (c)	Bundling of material. Bundling (bundle weight as instructed by the company) the same wherever required (at minimum 6 places of the bundle) and transferring of heat numbers and color codings to the respective bundles (Coils/bundling material in size 5.5 to 6.5 mm shall be issued by VSP free of cost)	11
1 (d)	Decoiling, Straightening, cutting, & bundling of plain wire rods / Rebars in coils into straight length of 9-12 mtrs, <ul style="list-style-type: none"> • bundle weight as instructed by the company • strapping at minimum 6 places of the bundle • wrapping whenever required by the company • bundling material (straps & clips) & wrapping material & identification tags/stickers shall be issued by VSP at free of cost • transferring of heat numbers and color codings to the respective bundles • The material to be delivered in straight length or bend as per the requirement. 	269
1 (e)	Deployment of Unskilled labour for executing job assigned by the Executive In Charge. Rate shall be quoted per day of 8 hours per man.	546

1. By submission of the tender, the tenderer accepts the rates fixed by RINL/VSP for all items mentioned at **Schedule of operation and rate-I** of Price Bid (Part-B)



2. It may be noted that the above rates are fixed by RINL/VSP and the base date for these items shall be same as the base date of other items of **Schedule of operation and rate-II** of Price Bid (Part-B) (to be quoted/awarded).
3. The above rates are exclusive of GST.
4. The Above rates at (Sl no 1(a),1(b),1(c),1(d))are inclusive of removal from stack, bundling (strapping/tying at minimum 6 places for each bundle)& restacking, colour coding / identification tags with details to be provided in all bundles after above operations.



(Part-B)

SCHEDULE OF OPERATIONS AND RATES -II

(To be quoted by Tenderer in Price RFx only but not here)

FOR HANDLING AND STORAGE OF STEEL MATERIALS OF VSP AT RETAIL YARD, VISAKHAPATNAM

Item no	Description of Work	Steel materials	
		Indicative quantity to be handled during the first year of operation. (MT per annum)	Rate per MT (Rs)
I	Operation-1: Unloading from truck/trailer/vehicle, sorting & stacking. Operation-2: Delivery	36000	(to be quoted in PRICE RFx only. Not to be quoted here)

1. Only one consolidated rate excluding GST covering two major operations (viz. **Operation-1:** unloading from truck/trailer/vehicle, sorting & stacking, and **Operation-2:** delivery) to be quoted.
2. Rate of each operation would deem to be 50% of the consolidated rate for effecting payment towards each operation performed or desired to be performed by the company.
3. Rate for Restacking and Stock verification shall be 100 % of the consolidated rate quoted in this schedule. However the contractor shall provide adequate number of truck/ trailers at their cost to facilitate stock verification and stacking including weighment.
4. Unloading would mean unloading of material from trucks/trailers/Vehicles, received in the stockyard by road from Visakhapatnam Steel Plant,Vizag / VSP stockyard and other locations, after weighment. No weighment charges are admissible except for weighment, if any, on public weighbridge, in which case, the weighment charges will be restricted to the actual payment made to the owner of the public weighbridge.
5. Stacking would mean stacking of material with dunnage underneath as per stacking plan / handling and storage guidelines / other instructions issued by the Executive in charge from time to time, and section wise / size wise / grade wise sorting, marking / painting for identification of products and putting up bay / bin wise painted boards. Cost of paint, etc., for marking and painting will have to be borne by the Contractor since this is a part of stacking. No



separate charges shall be paid for sorting as sorting is a part of stacking. Material for dunnage shall be provided by the Company.

6. Delivery would mean Removal of material from stack as advised by the company, loading into customers transport / Company's authorized transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.
7. The rates shall be inclusive of charges for security of the material from the stage of receipt at stockyard, equipment, tools & tackles, labour required for handling of steel, vehicle required for Stock verification, maintenance and upkeep of the yard and infrastructure.
8. The materials brought to the weigh bridge / weighing scale in excess of the required quantity shall have to be put back at its original place by the contractor. No separate charges are admissible for this operation.
9. Items where the fixed rates are given by RINL/VSP as mentioned at Schedule of operation and rate-I of Price Bid (Part -B) Annexure VII above will not be considered for evaluation purpose / financial ranking purpose.
10. By submission of the tender, it is implied that the tenderer has accepted the Fixed Rates declared by VSP for the items mentioned at Schedule of operation and rate-I of Price Bid (Part-B) Annexure VII above.
11. For final evaluation of the tender, please refer to clause no 31 and 32 of Instructions to tenderer. For illustration please refer Annexure-3 of price bid (Part-B) Annexure VII.
12. Illustration for making payment for the work done is given below:

Illustration:

If composite rate quoted is Rs 20 per ton for the following activities

- a) Unloading and stacking
- b) Delivery (loading on to the vehicles from stack including weighment/weight adjustment activities).

Probable operations:

1. Receipt of material = 100 MT in a month.
2. Delivery of material = 50 MT in a month.
3. Stock Verification = 20 MT in a month.

Payment shall be made as given below:

1. $100 \times 10 = \text{Rs } 1000/-$ (@50% of Rs 20)
2. $50 \times 10 = \text{Rs } 500/-$ (@50% of Rs 20)
3. $20 \times 20 = \text{Rs } 400/-$

Total payable = Rs 1900/-



Annexure-VIII of ITT

Checklist for the help of the tenderer

(A) Part - A:

The copies of the following documents are to be uploaded in Tech RFx (Part-A) and the original documents as mentioned at 5.0 of ITT are to be submitted in a sealed envelope.

S.no	Description	Uploaded (Yes/No)
1	Bid Security Declaration submitted	
2	Letter confirming that all the items has been quoted in the Schedule of Rates (mentioned at Schedule of operation and rate-II of Price bid (Part-B) Annexure VII)	

S.No	Description	Original/ Notarised/ Attested by Gazetted Govt. Servant	Uploaded (Yes/No)
3	Covering Letter duly signed	To be uploaded	
4	e-Tender form duly signed	To be uploaded	
5	Declaration of Particulars duly signed on all pages	To be uploaded	
6	e-Tender documents downloaded from vsp website/srm portal and duly signed on all pages	To be uploaded	
7	Experience Certificate as per the prescribed format	Original	
8	Photocopies of work order(s) / Agreement(s) and TDS certificates in support of experience, in case the employer is a private party	Notarised/ Attested by Gazetted Govt. Servant	
9	(a) Photocopies of audited Balance sheets	Notarised / Attested by Gazetted Govt. Servant	
	(b) P/L account certified by CA	Notarised/ Attested by Gazetted Govt. Servant	
	(c) Proof of Turnover for the last 5 FYs (CA certificate)	Original / Notarised/ Attested by Gazetted Govt. Servant	
10	Photocopy of PF registration Certificate (or) an undertaking to submit the same before commencement of work of the contract	Notarised/ Attested by Gazetted Govt. Servant	
		Original	
11	Photocopy of ESI Registration Certificate (if applicable)	Notarised/ Attested by Gazetted Govt. Servant	



	(or) an undertaking to submit the same before commencement of work of the contract			Original	
12	Photocopy of GST registration Certificate			Notarised/ Attested by Gazetted Govt. Servant	
13	Affidavit as per clause no 21.1 of ITT mentioning that tenderer is not under liquidation or court receivership etc. Affidavit as per annexure- III of ITT.			Notarised Original	
14	Financial standing reference letter from the Banker as per Annexure-IV of ITT			Original	
15	List of equipments proposed to be deployed			To be uploaded	
16	Photocopies of Ownership/Hiring documents of Tyre mounted mobile cranes along with an undertaking as mentioned at clause no 15 of ITT			Notarised/ Attested by Gazetted Govt. Servant	
	(or) Affidavit on non-judicial stamp paper (not below Rs. 100/-) as per Annexure III of ITT.			Original	
17	Detailed proposal giving description, number, make and capacity of Decoiling / straightening and cutting machines to be deployed as per clause 19 of ITT.			To be uploaded	
18	Blank price bid format duly signed on all pages			To be uploaded	
19	Integrity Pact format duly signed on all pages (along with witnesses signatures)			To be uploaded	
20	Undertaking / Declaration regarding exclusive deployment of Cranes for RINL as per clause no. 16 of ITT			Original	
21	Affidavit for Replacement of cranes older than 5 years as per clause no. 14 of ITT			On Non- Judicial stamp paper of not below Rs.100/- (duly notarised)	
22	Details of the	a) In case of Partner ship Firms	Copies of Partnership Deed	Notarised/ Attested by Gazetted Govt. Servant	
			Copy of Certificate of Registration of the Firm	Notarised/ Attested by Gazetted Govt. Servant	



		b) In case of Companies	Copy of Memorandum & Articles of Association	Notarised/ Attested by Gazetted Govt. Servant	
			Copy of Certificate of Incorporation/ Commencement of business	Notarised/ Attested by Gazetted Govt. Servant	
23	List of Assets/properties owned privately by the Proprietor / Partner(s)/ Director(s) with values			To be uploaded	
24	Banker' letter in case overdraft / cash credit limit is sanctioned by any Public Sector Banks			Original / Notarised/ Attested by Gazetted Govt. Servant	
25	Copy of Income Tax Permanent Account No (PAN)			To be uploaded	

(B) Part - B: Price Bid

S. No	Description	Submitted (Yes/No)
1	Price to be quoted in Price RFx	

RINL VIGILANCE: TOLL FREE NO. 1800425 8878



RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

e-TENDER FORM

From

To

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

Dear Sir,

Sub: e-Tender for appointment of Handling Contractor for handling and storage of Steel materials of VSP at RETAIL YARD, Visakhapatnam.

In response to your e-tender notice no RFx 2400000850 dated 03/12/2021 inviting offers for appointment of Handling Contractor for handling and storage of steel materials of VSP at Retail YARD, Visakhapatnam, I/We.....
.....a Company / partnership firm / an association / sole proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business athereby submit our offer in the prescribed proforma at the rates quoted in the Schedules.

I/we agree that this offer shall be valid for a period of 5 (five) months from the last date for submission of tender.

I/we also agree that in case RINL/VSP finalizes this e-tender through online competitive bidding i.e. reverse E auction, our rate quoted in online bidding shall be valid for a period of 4 months from the date of online bidding.

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your terms and conditions of contract for handling and storage of steel materials of VSP which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.



I/We here by giving our acceptance and familiarity to VSP's tendering system of quoting rates and the evaluation of tender, as mentioned in the said NIT.

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

I/we enclose herewith Bid Security declaration.

I/We do hereby agree that action may be taken as per Bid Security Declaration(BSD) submitted by me/us if I/We revoke/withdraw/ cancel my/our tender or if I/We vary any terms in our tender during the validity period of the tender without your written consent and/or if in the event of Visakhapatnam Steel Plant accepting my/our tender and I/We fail to deposit the required security money, execute the Agreement and/ start the work within reasonable time (to be determined by the Engineer) after written acceptance of my/our Tender.

I/We hereby declare that this e-tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

Encl:General conditions of Contract
and Special conditions of contract
duly signed and uploaded.

Seal and Signature
of the tenderer



**RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT**

DECLARATION OF PARTICULARS

1	Details of tenderer:	
A)	<u>In the case of Proprietary Firms</u>	
i)	Name, style and address of the Firm	
ii)	Full Name and address of the Proprietor	
B)	<u>In case of Partnership Firms:</u>	
i)	Name, style and address of the Firm	
ii)	Full Name, Address	
C)	<u>In case of companies:</u>	
i)	Name, style and registered address of the Company	
ii)	Full name and addresses of all the Directors (Copies of Memorandum and Articles of Association and certificate of incorporation / commencement of business to be submitted)	
iii)	Provision of Memorandum of Association for the nature of business covered in the e-tender	
iv)	Authorized, Subscribed & Paid up capital	
2	Assets / properties owned privately by the Proprietor / Partner(s) / Director(s) with values (List to be furnished)	
3	Details of activities of the Firm/ Company in the past and present	
4	Are you (Firm / Company) having experience in operating all activities of unloading, from trucks/trailers/rakes etc., stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material in respect of handling of Iron (excluding scrap) and/or Steel materials (semis & finished products)/ Heavy machinery /any metal products in any one of the preceding five financial years or in the current financial year? If yes, indicate the details of experience indicating clearly tonnage	



	delivered / dispatched during the preceding five financial years and the current financial year (Certificates to be submitted) .	
	Quantity handled in 2016-17	
	2017-18	
	2018-19	
	2019-20	
	2020-21	
5.	Turnover during each of the last five financial years (proof to be submitted)	
	Turnover in 2016-17	
	2017-18	
	2018-19	
	2019-20	
	2020-21	
6.	Profits in the last five financial years	
	Turnover in 2016-17	
	2017-18	
	2018-19	
	2019-20	
	2020-21	
7	What is your Income Tax Permanent Account No?	
8	Are you doing business in any other name? If so, details thereof and extent of interest of your Directors / Partners / Sole Proprietor, in that business?	
9	Are you / your partners / directors having any relatives working in RINL, VSP? If so, furnish details.	
10	Name and address of your Bankers	
11	Do you have any overdraft / cash credit limit from any of the Public Sector Banks? If so, amount thereof along with a copy of Banker's letter to that effect to be submitted.	



12	Bank reference (A certificate from the Bankers of the tenderer about financial soundness of the firm is to be enclosed)	
13	Are you under liquidation or court receivership or similar proceedings or debarred/ blacklisted from participation in tenders by Government Departments and Public Sector Undertakings? or Does any of your Directors / proprietor / partners, who got tainted in course of conducting business with RINL/VSP earlier and as well as other Government Departments/Public Sector Undertakings, have controlling interest in your Organization?	
14	Has your financial net worth been negative during the preceding three financial years?	
15	Are you having or would you be having more than three Consignment Agency / Handling contracts for the period beyond 31/12/2022 at stockyards of Marketing Dept, RINL/VSP?	
16	Are you having or would you be having more than one Consignment Agency / Handling Contract as on the date of opening this tender for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited?	
17	Are you an existing Retailer of RINL/VSP having Retailership Agreement with RINL. (notarized affidavit is to be submitted against Points-13,14,15,16 & 17 above).	
18	Do you have, own / hired tyre mounted mobile cranes as specified in the Appendix to Special terms and conditions of contract each capable of handling heavy consignments of Steel materials up to 10 to 12 MT or more. Furnish details of Make, Capacity, Registration No. etc. and a notarized affidavit as stipulated at clause 14 of ITT. Documents in Proof of ownership/ hiring are to be submitted along with tender).If the same are not available, an affidavit on Rs 100/- non judicial stamp paper shall be furnished, stating that the same shall be submitted within 60 days from the effective date of contract failing which the Performance security will be forfeited as detailed at Clause No.15 of ITT.	
19	For balance, how do you propose to mobilize them?	



20	Do you own any trucks, trailers, forklifts ? If so, furnish details of make, capacity, registration no etc.	
21	If you are not owning the same ? please indicate the plan for mobilizing them.	
22	Do you have adequate labour and supervisory personnel to carry out simultaneously all operations like unloading from trucks / trailers, transportation to the stacking point, stacking, weighment, delivery, cutting / bending, watch and ward and all related clerical / book keeping work?	
23.	You have to submit a detailed proposal giving description, number, make and capacity of Decoiling/Straightening machine with automatic bending facility of capacity not less than 30 MT per day on single shift operation basis),) (m/c speed is 110 metres per minute x 60mins x 8 hours x 0.623 avg sec wt Kg/metre) / 1000 kg. Minimum required tonnage = 1800 MT / month	
24.	Are you registered with PF Authorities? (Copy of registration certificate from PF authorities to be uploaded in Tech RFx) If the same is not available, a letter of undertaking to furnish the same before commencement of the work of the contract is to be submitted. Copies of PF Challan / Application for PF Registration/ Acknowledgement for the application of PF Registration/ Sub Contractor's PF Registration etc. will not be considered.	
25.	Are you registered with GST Authorities in any one place? (Copy of registration certificate in any one place to be uploaded in Tech RFx)?	
26.	Are you registered with ESI Authorities? Copy of Registration Certificate from ESI Authorities to be uploaded in Tech RFx (If the same is not available, a letter of undertaking to furnish the same before commencement of work of the contract is to be submitted)	

For _____
Signature _____
Full Name _____
Seal/Rubber Stamp _____

Date:



RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

FORM OF AGREEMENT

This Agreement made this..... day of Two Thousand _____ between Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Company registered under the Companies Act 1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP), hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 having its registered office at..... herein after called the "Handling Contractor" (which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the OTHER PART.

Whereas pursuant to the Company's advertisement inviting offer for handling and storage of Steel materials at Retail YARD, Visakhapatnam the Handling Contractor vide his letter no _____ dated. _____ offered to do the job. And whereas by its letter no. _____ dated. _____ the Company accepted the offer of the Handling Contractor and whereas it is necessary and expedient to set out the terms and conditions of appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Handling Contractor covenants and agrees with the Company that the Handling Contractor shall undertake the job of handling and storage of Steel materials of the Company on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexure hereto and the Handling Contractor agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.
2. The documents set out below and hereto annexed marked respectively Annexure I to XI shall form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.

Annexure-I : Letter of Acceptance No....Dated... from the Company
...

Annexure-II : Letter no. ... Date..... from M/s.....

Annexure-III : Notice Inviting e-Tender

Annexure-IV : Instructions to tenderers

Annexure-V : e-Tender form



Annexure-VI : Declaration of particulars

Annexure-VII : Form of Agreement

Annexure-VIII: General Conditions of Contract and Special conditions of contract for Handling and storage of Steel materials of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant at Retail YARD , Visakhapatnam on Handling Contract basis.

Annexure-IX : Schedule of Rates

Annexure-X : Integrity Pact

Annexure-XI : All relevant pages extracted from Reverse e-Auction process, if any

3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Handling Contractor at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained in Annexure I to XI.
4. The contract shall be effective from and shall remain in force for a period of 4.5 (Four and half) years with provision for extension (i) for another period of 4 months or (ii) till finalization of new contract whichever is earlier, unless terminated earlier by the Company. .
5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexure hereto.
6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.
7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.
7. In case of any conflict between the Annexure-III to XI, the General Conditions of Contract and Special conditions of Contract at Annexure-VIII will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance at Annexure-I shall prevail over Annexure-III to XI.
8. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Andhra Pradesh and only the Courts in Andhra Pradesh shall have jurisdiction to determine the same.



IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of Rashtriya Ispat Nigam Limited at

Witness:
on Name and Address

Signed, Sealed and Delivered for and
behalf of M/s.

Witness:
Name and Address



RASHTRIYA ISPAT NIGAM LTD.
VISAKHAPATNAM STEEL PLANT

**GENERAL CONDITIONS OF CONTRACT FOR HANDLING AND STORAGE OF STEEL MATERIALS
OF RINL, VSP, AT RETAIL YARD, VISAKHAPATNAM ON HANDLING CONTRACT BASIS.**

Clause-1

1.1 In the Contract the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- i. The "Company" shall mean Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant with its Registered Office at Main Administrative Building, Visakhapatnam-530031. (AP) and includes its representatives, successors and assigns.
- ii. The word "Handling Contractor" shall mean the person / persons / firm or Company whose e-tender has been accepted by the Company and includes the Handling Contractor's representative(s), successors and permitted assignees.
- iii. "Yard" shall mean the Stockyard of the Company for storage of Company's materials.
- iv. "Company's materials" / "materials" shall mean Steel materials dispatched from Company's Plant at Visakhapatnam and / or imported material / materials from other stockyards / locations or other Steel materials received from time to time in the Stockyard on Company's account.
- v. "Branch Sales Office (BSO)" / "Branch Office" shall mean the office of the Company located/assigned to control the sale of materials from the said yard.
- vi. The word "Executive In charge" shall mean the Senior Branch Manager/Branch Manager of the respective Branch Sales office of the company.
- vii. The word "Handling Contractor's Manager or " HC Manager" shall mean the Authorized representative of Handling Contractor who is posted in the stock yard as their whole time employee and is responsible to receive instructions from company from time to time and ensure due compliance of the same towards satisfactory performance of the contract. The Handling Contractor shall designate the "HC Manager" at the beginning of the Contract through a written Communication to the Company and also will notify the Company in the same manner, in case of any change.
- viii. The word "Penalty" wherever it occurs shall mean a sum of money to be imposed by the company in the event of non compliance of a contractual obligation by the Handling Contractor.



Clause-2

- 2.0 Submission of Licenses /Registration Certificates /Insurance Policies etc. pertaining to engagement of Labour and Statutory matters
- 2.1 Before commencement of work of the contract, the Handling Contractor shall submit the following documents to the Executive In Charge:
- i) On receipt of the Work Order/Letter of Acceptance, the Handling Contractor shall provide all the necessary details to the Executive In Charge, based on which the Executive In Charge, in the capacity of Principal Employer, will issue Form III annexed to the Rationalisation of Forms and Reports under Certain Labour Laws Rules 2017, in favour of the Contractor. The Contractor shall be required to register himself, with the Labour Department, Ministry of Labour & Employment, Government of India, under whose jurisdiction the location of the Retail Yard is covered as per the provisions of Contract Labour (Regulations and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 framed there under (including amendments thereof). If the Number of Labourers engaged is 20 or above, the Handling Contractor shall obtain a Labour License, and submit a copy of the same to the Executive In Charge before commencement of work of the contract.
 - ii) In case, at the time of commencement of work of the contract, the Number of Labourers engaged by the Handling Contractor is less than 20, the Handling contractor will be required to obtain a Labour License, as and when the Number of Labourers engaged exceed 20, and submit a copy of the same to the Executive In Charge.
 - iii) If a copy of PF Registration Certificate issued by PF Authorities in favour of the Handling Contractor, indicating the PF Code No, is not submitted at the time of submission of the tender, the same shall be submitted to the Executive In Charge before commencement of work of the contract.
 - iv) If a copy of ESI Registration Certificate issued by ESI Authorities in favour of the Handling Contractor, indicating the ESI Code No, is not submitted at the time of submission of the tender, the same shall be submitted to the Executive In Charge before commencement of work of the contract. If ESI coverage is not applicable, the Employees' Compensation Act, 1923 shall be applicable for the workmen engaged by the Handling Contractor and the Handling Contractor shall be required to obtain Insurance under the Indian Employees Compensation Act, 1923, to cover all the employees including the contract Labour and submit copies of such Insurance Policies to the Executive in Charge, before commencement of work of the contract.
 - v) The Handling Contractor shall obtain Insurance policy and submit a copy of the same to the Executive In Charge, covering



ex gratia payment of Rs 5,00,000/ (Rupees Five Lakhs Only) for deaths arising out of accidents on duty to the contract labour engaged by him. The Handling Contractor shall be required to submit copies of such Insurance Policies to the Executive in Charge, before commencement of work of the contract. 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 agency to cover the workmen. The Contractor shall update and renew such insurance policies from time to time to ensure that the same are kept valid throughout the period of contract.

- vi) The Handling contractor shall obtain Third Party Insurance policy (Public Liability Insurance Policy) for Rs 50,000/- (Rupees Fifty Thousand only) and submit a copy of the same to the Executive In Charge before commencement of work of the contract.
- vii) The Handling Contractor shall ensure 100% compliance of all the statutory provisions under The Minimum Wages Act, Employee Provident Fund and Miscellaneous Fund Act, Employee State Insurance Act and all other statutory provisions that govern the contract labour engaged by him or his sub-contractor for the work of RINL/VSP.
- viii) The Handling Contractor shall submit proof of deployment of an Ex-servicemen / Ex-CISF personnel among the trained security personnel deployed for providing security to RINL material & Assets.

Clause-3

- 3.1 The tenure of the contract shall be for a period of 4.5 (Four and half) years from the effective date which will be the date mentioned in the LOA / Agreement. The Company shall have the right to extend the contract period up to 4 months or till the finalization of new contract whichever is earlier. The extension shall be on existing terms and conditions of the contract and the rates payable shall be the existing contract rates (with base date for price variation as per the existing contract). The contractor shall be bound to carry out the work during the period of extension without any reservation and no dispute on this account shall be entertained by RINL/VSP. In case the new tender rates are higher than the existing rates, RINL/VSP will continue with the existing contract, till the expiry of extension period of 4 months, after which the new contract will come into effect.

The Company shall have the right to terminate the contract at any time during the currency of the contract (both during initial period and extended period) by serving 90 (ninety) days notice in writing without assigning any reason whatsoever and without payment of any compensation.



In the event of Contractor's failure to discharge duties / obligations strictly in the manner stipulated in the contract, the Company shall have the right to terminate the contract after giving 30 (thirty) days notice to cure the breach. In the event of his failure to do so, Company can terminate the contract and forfeit the Security Deposit for security of material and Performance Security. The decision of the Company as to the failure of the contractor to discharge his / their obligations strictly under the contract shall be final and binding upon the contractor.

- 3.2 Performance of the contractor shall be evaluated on quarterly basis based on the parameters indicated at Annexure-F. The Contractor/his authorised representative will be made associated in the Performance Evaluation process.

Clause-4

- 4.1 The successful Tenderers shall submit a Security Deposit (SD) towards security of material & Performance Security (PS) respectively for an amount as given in the Appendix in form of Bank Guarantee in the format enclosed at Annexure-A and Annexure-B issued by a Scheduled Bank for due performance of all the obligations under this contract within 30 (thirty) days from the date of letter of acceptance (LOA). The said SD towards security of material and the Performance Security shall be kept valid for the entire duration of the contract plus one year. In case of any non-observance / non-performance or breach on the part of the contractor, the company at its discretion, may encash the said SD towards security of material & Performance security. SD & PS shall remain valid for a period of one year beyond the date of the expiry of the contract. The Handling Contractor may furnish one or more BG(s) towards Security of material and one or more BG(s) towards PS . The Handling contractor shall be permitted to commence handling operations only after submission of the SD towards of material & PS in form of a BG.
- 4.2 The SD towards security of material & PS may be submitted initially for a period of 3 (three) years, subject to extension of the same for 2.5 (Two & half) more years. The extension of SD & PS should be done at least three months ahead of the date of expiry. In case of extension of contract, the SD towards security of material & PS shall be extended for six months more from the date of its last extended period.
- 4.3 In case the Handling Contractor fails to furnish the SD towards security of material & PS within the specified period of 30 (thirty) days from the date of LOA, a penalty of Rupees one lakh per week or part thereof for delayed submission of SD towards security of material & PS beyond the specified period of 30 days from the date of LOA will be levied. In case of failure of the Handling Contractor to submit the SD & PS at the end of 45 days from the date of LOA, the Company shall-terminate the contract at the risk and cost of the Handling Contractor.

- 4.4 In case of any loss / damage suffered by the Company due to any



negligence / failure or non-performance on the part of the Handling Contractor of any of the provisions of the agreement the Company reserves the right to recover such losses and damages from the Handling Contractor by adjusting from Handling Contractor's bills or by encashing the SD & PS furnished by the Handling Contractor.

- 4.5 The decision of the Company as to the amount of the loss / damage suffered by the Company in such cases shall be final and binding on the Handling Contractor. The recoveries set out above shall be without prejudice to the rights of the Company under the agreement or under law.
- 4.6 In the event of the SD towards security of material & PS being inadequate or wholly forfeited the balance of the total sum recoverable shall be deducted from any sum due to the Handling Contractor under any other Contract with the Company. Should such sum also be not sufficient to cover the full amount recoverable the Handling Contractor shall on demand pay the balance due to the Company and it shall be deemed a debt due from the Handling Contractor to the Company and shall be recovered accordingly.
- 4.7 The SD towards security of the material & PS shall be released only after the expiry / termination of the Contract and satisfactory performance of the work and on completion of all the obligations by the Handling Contractor under the terms and conditions of the Contract. The decision of the Company regarding satisfactory completion of the work is final and binding on the parties. Before release of the SD towards security of the material & PS the Handling Contractor shall submit a "No Claim Certificate" in the format at Annexure-D to the effect that no claim by him is pending for consideration by the Company. The Handling Contractor shall also submit certificates from Statutory Authorities like Income Tax and Labour Department confirming that there are no pending demands.
- 4.8 The Bank details of RINL is given below:

BANK ACCOUNT NO:	31563188242
NAME OF THE ORGANISATION	RASHTRIYA ISPAT NIGAM LIMITED
BANK NAME	STATE BANK OF INDIA
IFSC CODE	SBIN0014407
BANK ADDRESS	Commercial Branch, 1 st Floor, Balaji Metro, D.NO.:43-29- 54/B , Narona Road, Chambers, Dondaparthi, Visakhapatnam- 530016

4.9

Clause-5



5.1 The Handling Contractor shall be responsible for regular maintenance and upkeep of yard, office and infrastructure provided by the company, so as to keep the same in as good a condition as it was at the time of handing over by the Company. The Handling Contractor will be required to submit a preventive maintenance schedule conforming to the ISO standards for all the facilities and equipments provided by the company to the Handling Contractor as well as facilities and equipments deployed by the Handling Contractor. The Handling Contractor will be required to ensure due compliance of this schedule of preventive maintenance. The regular maintenance and upkeep shall inter-alia include the following.

- i) Maintenance of Weighbridge(s) including replacement of load cells at their own cost when required.
 - a. The Handling Contractor shall ensure that the electronic weighbridge installed by him at the yard is maintained in sound, accurate working condition at all times. The Handling Contractor shall further arrange for regular maintenance of the weighbridge and inspection and calibration, at stipulated intervals as given in the Annexure- G.
 - b. HC shall maintain and present to the company proper records of calibration duly certified by the concerned authority.
 - c. The Company shall be free to inspect/verify working of the weighbridge at any time and call for calibration if it deems necessary.
 - d. In the event of the Handling Contractor not complying with the above requirement the Company shall be free to arrange for such inspection / calibration and charge the cost thereof to the Handling Contractor. The decision of the Company in this regard shall be final and binding on the parties. Further penalty will be applicable as stipulated for non-compliance of instructions in the General Conditions of contract .
- i) Repair and upkeep of hard standing by filling up of low lying areas with gravel and sand and roads by repair of pot holes.
- ii) Repair and upkeep of boundary wall and office building with cement plastering at patches and white washing once in two years.
- iii) Repair and upkeep of other civil works.
- iv) Repair and upkeep of water supply facilities, sanitation facilities.
- v) Repair and upkeep of office furniture, furnishings, partitions, hoardings/ name boards.
- vi) Repair and upkeep of equipment, power supply facilities, UPSs, stabilizers, generators and air conditioners/ air coolers.



vii) Repair/ replacement of bulbs, tubes, luminaries, cables and other electrical fittings.

- 5.2 The Handling Contractor shall be responsible to ensure that all the office facilities, Infrastructure and equipments provided in the stockyard are maintained in the highest standards throughout the period of the contract. The Executive In Charge will conduct routine inspections, and point out areas where repair/maintenance/improvement in level of performance are required and the Handling Contractor will be required to take immediate corrective actions to the satisfaction of the Company. In addition, every year, the Company will conduct a formal annual inspection of all the facilities and equipments provided in the stockyard by the Company as well as by the Handling Contractor, in which the Handling Contractor will be required to prove satisfactory performance level of all the facilities and equipments and also produce the records of maintenance and upkeep of the same facilities undertaken by the Handling Contractor during the intervening period from the last annual inspection. In case the facilities provided / maintained are not upto the satisfaction of the Company, appropriate Penalty will be levied by the Company.
- 5.3 In case of noncompliance of any statutory requirements, the Handling Contractor will be liable to bear all the costs, Penalties, and compensations etc., arising out of the same. In the event of company having been asked to meet any such Penalties from the statutory authorities, the company will have the right to deposit the Penalty amount with the authorities and recover the said amount from the Handling Contractor's bills/ security deposit or any other dues.
- 5.4 In the event of noncompliance of any of the contractual obligations of Handling Contractor, if the company suffers any loss, damage or what so ever, the company will have the right to recover the same from the Handling Contractor's bills/ security deposit or any other dues. The Company's decision with regard to above cases will be final and binding on the Handling Contractor.
- 5.5 Further in the event of noncompliance of various contractual requirements, the company will caution the Handling Contractor through the HC Manager in order to set right the areas of noncompliance by imposing token Penalties which are illustrative and not exhaustive and not restrictive in nature, as mentioned below:
- (i) The delay in submission of Security Deposit and Performance security beyond the stipulated period of 30 days: Rs 1 lakh per week or part thereof.
 - (ii) Partial /full stoppage of Handling operations at the stockyard on any ground what so ever-Rs 25,000/- per day of stoppage of work.
 - (iii) Non availability of stipulated number of Equipments affecting the desired level of operations at the stockyard -Rs 10,000/- for each instance.



- (iv) Poor performance/under performance of any of the facilities/equipments, due to improper maintenance, inadequate provision of required spares and consumables, noncompliance of schedule of maintenance as per ISO or on account of any other reasons etc, affecting the desired level of operations at the stockyard-Rs 10,000/- for each instance.
 - (v) Non compliance of written instructions/ refusal to accept and give acknowledgment to the written instructions of the company by the HC Manager or his representatives - Rs 10,000/- for each instance.
 - (vi) Non compliance of any of the Contractual facilities /obligations in the areas of labour welfare ----Rs 10,000/- for each instance, over and above the statutory implications, if any.
 - (vii) Noncompliance of any of the Contractual requirements /disciplinary provisions/satisfactory conduct by the Handling Contractor/ HC Manager/work men engaged by them-- Rs 10,000/- for each instance, over and above the statutory implications, if any.
 - (viii) The delay in submission of Truck/Trailer Arrival Report and Final tally report beyond the stipulated period --- Rs 500/- per day.
 - (ix) Unauthorized storing of any material / equipment in RINL yard by the HC - Rs 10,000/- for each instance. Further, in case the unauthorized material is not removed within a week, additional penalty of Rs 50,000/- will be levied for every week or part thereof till the removal of unauthorized material /equipment.
- 5.6 The decision of the company with regard to imposition of the above Penalties shall be final and binding on the Handling Contractor. Notwithstanding imposition of any cautionary Penalties as at clause 5.5 above, the Company will retain its rights to recover losses/damages/ Penalties if any, under clauses 5.3 and 5.4 above from the Handling Contractor.
- 5.7 The contract rates shall be deemed to be inclusive of all the above considerations and the handling contractor shall not be entitled to any other payment other than what has been specifically provided for in the contract.
- 5.8 However periodical re-laying of roads, strengthening of boundary wall, modification works, maintenance of Company's computers together with it's auxiliaries such as printer, UPS and software, maintenance of telephones and maintenance of private railway siding , if any, shall only be taken up by the company. The decision of the Company in this regard shall be final, binding and conclusive.

Clause -6

- 6.1 The Company shall supply Electric Power on chargeable basis for the operation of handling equipments and Decoiling/ straightening and Cutting Machines deployed by the Handling Contractor. For the power consumed by him, the Handling Contractor shall be charged at the



maximum slab rate, at which the Company is charged by the concerned Electricity Board/Agency along with applicable GST.

- 6.2 The power shall be supplied at a single outlet, the place of which shall be identified by the representative of the Company. The Handling Contractor shall make his own arrangements from the supply point to lay and maintain further distribution lines necessary for work at his own cost and in accordance with the latest Indian Electricity Rules and Indian Standard Practices. The Handling Contractor shall assist the Company in obtaining the approval, if any, required for the purpose from the State Electricity Board Authority or other Statutory Authority.
- 6.3 The Handling Contractor shall ensure that the electrical equipment employed by him is such that the aggregate power factor does not fall below 0.85 at the Company's supply point.
- 6.4 The Handling Contractor shall also install at his cost the necessary energy meter which shall be got properly calibrated and sealed by the statutory testing authorities at the cost of the Handling Contractor. The Handling Contractor shall submit to the Company the copies of the necessary documents in this regard.
- 6.5 For the periods when the meter is not working, the energy shall be charged on the assessed quantum of consumption of energy based on the ratings of the machines and the assessed hours of working of the machines. The decision of the representative of the company shall be final and binding in this regard.
- 6.6 The Company shall allow usage of water in the stockyard by the workers of the Handling Contractor from the existing points in the stockyard. The total expenditure incurred by the Company in providing water for usage by the Company, the Customers and the Handling Contractor in the stockyard shall be shared by the Company and the Handling Contractor in the ratio of 50:50 along with applicable GST.
- 6.7 One (1 no.) Diesel Generator set of sufficient capacity to withstand the load of tower / peripheral lights and office premises shall be provided and maintained for uninterrupted power supply at the cost of Handling Contractor.

Clause-7

- 7.1 The Handling Contractor shall execute Indemnity and Custody Bond as per proforma at **Annexure-C** in respect of materials to be despatched to and received in the yard.
- 7.2 The Handling Contractor shall be solely responsible for security of Company's materials stored in the yard.
- 7.3 If at any time during the subsistence of the contract, the Company is of the view that in the best interest of its business, it is necessary to take possession of the materials from the Handling Contractor's custody, the Company may forthwith, on giving written notice to the Handling Contractor, recover possession of the



materials. The Handling Contractor shall extend all cooperation as may be required by the Company in exercise of its right to secure its material.

- 7.4 The Company may also, if necessary and if the exigencies of the situation so warrant make its own security arrangements over the material/property/facilities in the yard in addition to the arrangements of the Handling Contractor. This will not however absolve or relieve the Handling Contractor from his duties and responsibilities under the contract for safety and protection of the materials/ property/facilities in the yard under his custody.
- 7.5 The Handling Contractor shall on no account pledge or hypothecate the materials in the yard or deal with the same in any manner except to deliver the same on behalf of the Company as provided for hereinafter.
- 7.6 The Handling Contractor shall have no authority nor shall make any commitment on behalf of the Company.
- 7.7 The Company's materials stored in the yard shall be the exclusive property of the Company and the Handling Contractor shall hold the materials in trust for the Company and shall exhibit on the premises, in a prominent manner, a board indicating that the ownership of the materials / goods stored therein rests with the Company and the Handling Contractor is holding the material in trust for the Company.
- 7.8 The Handling Contractor shall store the Company's materials, only at the yard of the Company and not anywhere else without prior written permission of the Company. Also, in the said premises, the Handling Contractor shall store only the Company's materials and not the Handling Contractor's own materials or any other materials.

Clause-8

- 8.1 The ownership of the material consigned and received in the yard shall always remain with the Company and the Handling Contractor shall only hold the same in trust for the Company. In case of any dispute or claim arising from either side in respect of the provision of the agreement or otherwise, the Handling Contractor shall not at any time refuse permission to the Company or its authorized officers to take possession of the material in the yard as the company may deem fit. The Handling Contractor or any one claiming through or under him shall not set up any claim or title on or in respect of the materials consigned to and received in the yard, adverse to the Company, during the subsistence of the agreement and/or on expiry or termination of the agreement and so long as the materials are not fully delivered to the Company, shall not allow or suffer the said materials to be attached or sold in any court proceedings or any receiver or special officer to be appointed in respect of them.
- 8.2 The Handling Contractor shall not hypothecate and / or pledge and / or encumber in any manner whatsoever the materials dispatched to



him either in full or part to any bank, financial institution or association or Company or firm or person as Security or otherwise.

- 8.3 The Handling Contractor shall not suffer any injunction and / or attachment and / or appointment of receiver in respect of the materials dispatched to him.

Clause-9

- 9.1 The mobilization of labour and handling/transportation equipment shall be completed within 15 days from the date of issue of Letter of Acceptance. The Handling contractor shall give a confirmation in this regard to the company. The Handling Contractor shall ensure that the of number of tyre mounted mobile cranes (either own or hired or combination of both)each capable of handling 10 MT to 12 MT or more,as given the appendix shall be made available for deployment, within 15 days from the date of issue of Letter of Acceptance. The Handling Contractor shall ensure that additional tyre mounted mobile cranes shall be deployed by the successful tenderer as and when instructed by the Executive Incharge based on the increased handling volumes.The Handling Contractor shall ensure that during the tenure of the contract, whenever the age of the cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years. The Handling Contractor shall also ensure that the load testing of the mobile cranes is to be done once in a year based on the recommendations of the manufactures. Expenditure on this account will be to the Handling Contractor's account.
- 9.2 After submission of Security Deposit towards security of material and performance security, execution of Indemnity and Custody Bond and mobilization of labour and handling /transportation equipment by the Handling Contractor, stock verification shall be conducted through the existing Handling Contractor to ascertain the stock of materials, in the presence of authorised representative (s) of the new Handling Contractor. After completion of stock verification, the stockyard shall be handed over to the new Handling Contractor along with infrastructure and stock of the materials, on acknowledgement by the authorised representatives of both the Handling Contractors.
- 9.3 The installation of Decoiling/Straightening and Cutting machines for Plain WR Coils/Rebar coils shall be completed within 45 days from the date of issue of Letter of Acceptance, as per the plan submitted by the Handling Contractor at the time of tendering (in compliance with clause No:19 of ITT).
- 9.4 For all the operations to be carried out under this Contract the Handling Contractor shall provide handling /transportation equipment including but not limited to minimum number of tyre mounted mobile cranes as mentioned at Appendix to SCC and requisite number of truck/trailor/equipment, **Decoiling/Straightening and Cutting machines** as per the plan submitted by the Handling contractor and requisite minimum labour.



- 9.5 The details of handling equipment including cranes and labour deployed for handling operation at stockyard shall be submitted to the Company's representative in writing on monthly basis. The Handling Contractor shall obtain necessary permission in writing from Company's representative for taking out / taking in the handling equipment including cranes outside / inside the premises of the Stockyard.
- 9.6 For all the operations to be carried out under this Contract the Handling Contractor shall use his own or hired labour, machinery and equipment and shall ensure that such machinery and equipment is always maintained in sound working condition and submit certificates from qualified Chartered Engineers to prove that the machinery and equipment are mechanically safe and in good working condition. The Company shall be free to inspect the equipment deployed by the Handling Contractor and if it is not satisfied with the condition thereof ask for replacement of the same which shall be promptly complied with by the Handling Contractor, failing which the company may engage such equipments and/or arrangements at the risk and cost of the Handling Contractor. The decision of the Company in this regard shall be final and binding on the parties.
- 9.7 Loading and unloading of Steel is envisaged to be handled by Crane. Where certain Steel material is required to be loaded manually, the Handling Contractor shall do so after obtaining written permission of the Company. In case of Steel material loaded manually, without obtaining written permission of the Company, payment shall be made at the rate applicable for Crane loading.
- 9.8 The rates under various items of the Schedule of Rates for Steel shall be applicable for all steel materials irrespective of their category/ Size/Grade and irrespective of the weight of each piece/bundle.

Clause-10

- 10.1 The Handling Contractor shall handle the arrivals, stacking, storage including security and deliveries of steel materials dispatched to the said yard as directed by the Company / its authorized representative. The Consignments will be received / dispatched by road only.
- 10.2 The Handling Contractor shall be required to do all the work involved from the stage of dispatch from the Plant, receipt and clearing of consignments arriving by road, their unloading, loading into trucks/trailers, stacking, storage in the yard, Decoiling/straightening, cutting, bending and bundling when required and delivery after weighment to the customers on ex-yard as advised by the Company. The scope of work is more fully described in the Schedule of Rates.
- 10.3 The Handling Contractor shall perform all operations laid down in the terms and conditions binding this contract and strictly in accordance with the provisions governing the Schedule of Rates thereto. No operation should be neglected at the expense of any other operation(s).



- 10.4 -
- 10.5 The mere mention of any item of work in this Contract does not by itself confer the right on the Handling Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him at all times.
- 10.6 The Company reserves the right to award one or more contracts during the pendency of this contract, as it may deem necessary.
- 10.7 The Handling Contractor shall assist the Company in enforcing and maintaining the requisite work procedure and procedure orders of ISO- 9001: 2000 (or Latest Version)/implementing 5S elaborately and vigorously at all times at stockyard and further as instructed by the Company's representative.
- 10.8 The contract rates agreed will be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the agreement.
- 10.9 In addition to the security of materials, the Handling Contractor shall be responsible for security and safeguard of the company's property/facilities inside the stockyard. The Handling Contractor shall deploy sufficient number of trained security personnel round the clock and shall ensure at least one security personnel deployed shall be an Ex-servicemen / Ex-CISF trained security personnel at wages prescribed by Zilla Sainik welfare boards or competent authorities. The Handling Contractor shall be held responsible for any loss or damage caused to the property/facilities of the Company inside the stockyard and recovery shall be made from the Handling Contractor for such loss or damage. The Company's decision in this regard is final, binding and conclusive.
- 10.10 By submitting a quotation, the Handling Contractor shall be deemed to have fully familiarized himself with and considered the scope of work, working conditions including GCC & SCC under this contract. After the contract is concluded, no claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.
- 10.11 The Handling Contractor shall provide CCTV coverage at the following points:
- (i) Entry/Exit gates Road with PTZ Night vision cameras.
 - (ii) Weighbridge.
 - (iii) Entry to Warehouse office/Invoicing section.
 - (iv) Warehouse within boundary wall for monitoring various activities of handling with 360° coverage.

All the above CCTV cameras should be IP enabled for monitoring through Intranet/Internet. All the cameras should be enabled for monitoring by Executive In charge with adequate storage capacity (min 7 days). At the end of storage limit, data to be transferred to storage device, labelled & archived with reference of period



for future retrieval and handed over to the Executive In charge. RINL/VSP will supply appropriate storage device to the contractor to save the recorded data of CCTVs.

The supply, installation & maintenance of the above mentioned CCTV systems shall be in the scope of HC.

A proper maintenance contract for the CCTVs must be in place by the HC so that it is ensured to have minimum down time.

Clause-11

11.1 Dispatch of material to the stockyard shall be commenced only after fulfillment of the following obligations by the Handling Contractor:

- i) Submission of security deposit towards security of material and Performance Security.
- ii) Submission of the Indemnity and Custody Bond.
- iii) Submission of a copy of Goods and Service Tax (GST) Registration certificate.
- iv) Submission of a copy of Employees's Compensation Insurance Policy (if applicable).
- v) Submission of copy of Insurance Policy for payment of an ex-gratia amount of Rs.5, 00,000/- (Rupees Five lakhs only) per head in case of fatal accidents to the contract labour.
- vi) **(a)** copy of PF registration and **(b)** ESI code number (if applicable in the state). Copy of Application or Acknowledgement for the application of PF Registration from PF Authorities is not acceptable. Exemption will not be given from submission of PF Registration Certificate on any grounds as RINL/VSP is a covered Establishment under EPF and MP Act, 1952.
- Vii) Submission of a copy of labour License obtained under Contract Labour (Regulation & Abolition) Act, 1970 in case the number of workmen to be employed is 20 or more .

11.2 The Handling Contractor shall give progress report regarding fulfillment of the above obligations once in every 2 (two) weeks till commencement of dispatches to the stockyard.

11.3 In case commencement of dispatches to the stockyard is delayed due to delay in fulfillment of the above obligations by the Handling Contractor, the Company shall recover from the Handling Contractor any additional expenditure in getting the work executed by alternative agencies during the period of delay. However, such recovery shall be made only if it exceeds the Penalty/Penalties levied on account of delayed submission of the Security Deposit. The decision of Company in this regard shall be final, binding and conclusive.

Clause-12

12.1 The Company shall arrange to dispatch from its Plant / stockyards steel materials to the yard as given in the Schedule of Rates. The Handling Contractor shall keep proper records of all materials



dispatched to the yard and offer inspection of the same to the officers of the Company when demanded.

- 12.2 The related Stock Transfer Challans (STCs) / Lorry Receipts (LRs) shall be raised showing the Company as Consignee and the same, along with Plant Stock Transfer Challan shall be handed over to the Handling Contractor or HC Manager, on receipt at the Company's Branch Office. The Handling Contractor shall assume full responsibility for the clearance of the Consignment from the time of dispatch of materials from the Plant / dispatching stations. If the trucks/trailers arrive prior to the receipt of relevant documents by the Company's Branch Sales Office or by the Handling Contractor / HC Manager, the Handling Contractor shall make arrangements to take delivery on intimation to Engineer-in -Charge.
- 12.3 It shall be the responsibility of the Handling Contractor / HC Manager to keep in touch with the Branch Sales Office / Transporter's Office at the destination on day to day basis to obtain the documents from the BSO and also to keep constant watch on arrival of trucks/trailers and to ascertain the Consignee particulars from the Transporter's Office.
- 12.4 -
- 12.5 The Handling Contractor shall intimate the Company in writing the details of all consignments remaining in transit for more than a week from the date of dispatch to enable the Company to lodge claims with the Transporter for the missing trucks/trailers. Even after such intimation to the Company, the Handling Contractor or HC Manager will continue to be in touch with Transporter in respect of such trucks/trailers and will inform the Branch Office of the Company on their arrival and at the time of taking delivery. The Handling Contractor shall also furnish to ExecutiveIn Charge those STCs / LR's which are more than 2 months weeks from the date of their issue, for lodging of claims with Transporter and realization thereof.
- 12.6 The Handling Contractor shall inform the Company of the arrival of the truck/trailer well in advance. If any consignment is received after transshipment in a truck/trailer different from that in which the consignment was originally booked, it will be the Handling Contractor's responsibility to link up the consignment with the STC / LR in his possession and claim the contents of the truck/trailer after obtaining re- weighment certificate from the Transporter.
- 12.7 -
- 12.8 -
- 12.9 -
- 12.10 -
- 12.11 -
- 12.12 -



12.13 –

12.14 In case of Material received in trucks/trailers from Plant / other locations, the Handling Contractor shall be responsible to inspect the material for shortages / damages / deterioration in transit, to weigh the material and to endorse and obtain endorsements of the transporters for any variation in number of coils / bundles / pieces as also the actual weight received, so that the Company can effect immediate recoveries from the road transporters in terms of it's contract with them.

12.15 If, due to any lapse on the part of the Handling Contractor, in complying with the above requirements the Company suffers any losses the Handling Contractor shall be liable to compensate the Company all such losses suffered by the Company.

Clause-13

13.1 –

13.2 –

13.3 –

13.4 The Handling Contractor shall also be responsible to claim from the concerned authorities any refund / rebate on such taxes / levies as may be allowable under the applicable Act / Rules on behalf of the Company and intimate the Company and pass on the money so recovered to the Company. Should the Handling Contractor fail to claim such refunds / rebates as admissible, the amounts lost by the Company due to the Handling Contractor's failure, shall be recoverable from the Handling Contractor.

Clause-14

14.1 On arrival of the Consignment at the stockyard and after inspection and other related action as enumerated above, the Handling Contractor shall unload, and stack the materials in the yard at the locations specifically earmarked for this purpose and approved by the Company. In case of Consignments received by trucks/trailers, weighment shall also be taken before stacking the material in the stockyard. The materials shall be stacked in the manner advised by the Company from time to time and held in trust for the Company.

14.2 If any material is received in damaged condition, it should be brought to the notice of the Company's representative before unloading from trucks/trailers and the same should be recorded in the truck/trailer Arrival Report and also in the LR. If any material is found to be damaged later it would be treated as damage caused in the course of handling by the Handling Contractor. The loss suffered by the Company due to such damage of material shall be recovered from the Handling Contractor on the basis of Branch level Price for the material. The decision of the Company in this regard shall be final, binding and conclusive.



- 14.3 Immediately after unloading, the Handling Contractor shall arrange for paint markings on the materials for demarking the quality and marking of the Consignments with truck/trailer number, date of arrival and truck/trailer arrival report number. Wherever identification tags are lost in handling or in transit, the Handling Contractor shall identify the material with the help of Company's Representative and attach the identification tags provided by the Company.
- 14.4 The materials are to be stacked at the designated places as per the stacking plan of the Company. Materials stacked outside the designated area will not be considered as stacked. A clear cut latest material layout plan should be exhibited in consultation with company's authorized representative.
- 14.5 The materials shall be stacked in separate bins, product wise, size wise, grade wise and shall be identified by putting name plates and further as advised by the Company for all the materials received at yard to avoid mix-up at any point of time. The bins shall be maintained on ground by the Handling Contractor to strictly correlate with the bins opened by the Company in system to ensure closure of bins at regular intervals and delivery of material on First in And First out basis. The Company reserves the right to give deliveries without stacking at its discretion.
- 14.6 The Handling Contractor shall suitably place dunnage materials underneath the stacks at the time of stacking. The material for dunnage shall be provided by the Company which shall remain the property of the Company. The Handling Contractor shall account for the same at the time of stock verification and hand over the same to the Company on expiry / termination of the Contract. For any shortage found in the dunnage material, recovery shall be made from the Handling Contractor at 125% of the prevailing prices. The decision of the Company in this regard shall be final, binding and conclusive.
- 14.7 If the Handling Contractor fails to keep dunnage and provide painting / putting up of board / Bay Nos., the Company reserves the right to get the work done at the Handling Contractor's cost and the cost incurred shall be recovered from the Handling Contractor.
- 14.8 The materials should not be stacked / kept outside the yard premises or on the road / on railway lines within the yard or any point which might impede the free movement of traffic. The Company is not obliged to provide the Handling Contractor with any equipment, tools, tackles etc. for handling the different types of materials and he should employ his own equipment and manual labour for the same at his own cost.
- 14.9 If at any time restacking or sorting is required to be done as a result of the Handling Contractor's negligence, the Handling Contractor shall do so forthwith on receipt of instructions from the Company and no remuneration will be allowed. In the event of failure of the Handling Contractor to carry out the instructions of the Company in this regard within 7 days, the Company shall have the right to get the work done at the risk and cost of the Handling



Contractor and the expenditure thereon shall be recovered from the Handling Contractor.

- 14.10 A Truck/Trailer Arrival Report (Part-I of prescribed format) for each consignment received must be submitted by the Handling Contractor in the prescribed format immediately after the materials are unloaded at the stockyard siding or at the stockyard or any other place. The materials so unloaded should be properly sorted and stacked forthwith as instructed by the Company. A final tally report (Part-II of prescribed format) shall be submitted by the Handling Contractor within 3 days of the arrival of the materials. If the above reports are delayed beyond 10 days due to the fault of the Handling Contractor, the Company reserves the right to recover at the rate of Rs.500/- per day as Penalty for every day of default as liquidated damages.

Clause-15

- 15.1 The Handling Contractor shall weigh and load the steel materials on the transport vehicle placed by the Company's customers only against and as per valid Sales orders issued by the Company and after taking acknowledgement of the customers or their duly authorized representatives on the challan cum Invoice for the materials actually delivered. Any deliveries other than as aforesaid shall be considered as irregular and unauthorized and the Handling Contractor shall be responsible for any consequent loss to the Company. The Handling Contractor shall strictly follow instructions issued from time to time by the Company regarding time limit for placement of trucks/trailers by Customers for taking deliveries.
- 15.2 Unloading / Loading from / on to the trucks/trailers placed by the Company / Company's transporters / Customers at the yard shall be done within a reasonable time irrespective of the number of trucks/trailers placed. The Handling Contractor shall be responsible for detention charges due to his failure to make adequate arrangement for loading the vehicles within a reasonable time.
- 15.3 -
- 15.4 Any excess material left over near the weigh bridge after weighment shall be removed by the Handling Contractor to their original stacks forthwith at his cost.
- 15.5 The Handling Contractor shall make adequate arrangements on specific advice in writing from the Company for **Decoiling/Straightening**, Cutting, Bending and Bundling of steel materials in the yard, in the quantities envisaged from time to time.
- 15.6 While handling the materials extreme care should be taken to protect and preserve the condition of the materials.
- 15.7 The Handling Contractor shall salvage and store separately all bundling and packing materials such as bailing hoops, bundling wires, wooden packing etc. on a day to day basis and stack them at appropriate places. The Handling Contractor shall also be responsible for keeping the stockyard / office premises clean and



tidy and arrange for daily sweeping / cleaning of the roads, stacking areas or other yard premises for which no extra payment will be made by the Company.

15.8 -

Clause-16

16.1 -

16.2 -.

16.3 -

16.4 In the event of loss or misplacement of STC / LR for inward / trucks/trailers or receipt challans by the Handling Contractor, the Handling Contractor shall remain responsible for all consequential losses and extra expenses arising out of such loss / misplacement of STC / LR / challan. The assessment by the Company of such losses shall be final and binding on the Handling Contractor.

16.5 The Handling Contractor will be held responsible for damage caused by the staff, transport, equipment etc. employed by the Handling Contractor to any rolling stock and property and persons of the Company / trucks/trailers and persons of the Customers / third party. The Handling Contractor shall be responsible for any damage to the trucks/trailers, suffered by the customers during the course of operation. The claims in this regard as assessed by the Company shall be final and binding on the Handling Contractor and recovered from him.

16.6 The Handling Contractor in their own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained.

Clause-17

17.1 The Handling Contractor shall keep responsible and provide experienced representative as "HC Manager" who will be in Charge of all actions of the "Handling Contractor" at the yard, at all times to supervise the work and to take directions from time to time from the Company's staff. The HC Manager shall be authorized to act on behalf of the Handling Contractor, to accept notices under the contract. Any notice under the contract shall be deemed to have been served on the Handling Contractor if served upon the HC Manager or his staff or sent by registered letter to the yard. The HC Manager shall not be changed (unless required by the Company) and shall not leave the yard unless the consent of the Company shall have been previously obtained. The Handling Contractor should also keep clerical staff well versed in computers and related office paper works and preparation of various documents concerning the operations of a steel stockyard. The Handling Contractor should also deploy the required personnel for proper operation of the weighbridge. The Handling Contractor shall give a list of the persons provided for day to day operations along with their photographs identifying their individual responsibilities. The Handling Contractor shall also



inform the Company any changes in the persons and their responsibilities immediately.

- 17.2 An instruction book shall be kept at the yard under the custody of the HC Manager. Any instructions to be issued to the Handling Contractor shall be recorded in this book by the Company's representative. Each page of the book shall be numbered and initialled by the Company's representative. The book shall always be kept at the yard. The HC Manager shall sign all instructions in token of his having seen and noted the same. The instruction book shall be the property of the Company.
- 17.3 The Handling Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Company. The Handling Contractor shall also not sublet in whole or in part the work unless otherwise provided by the Contract and even then only with the prior written consent of the Company and such consent, if given, shall not relieve the Handling Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub-contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the Handling Contractor. In that event all rights and remedies secured / provided for under this contract shall be available against the Handling Contractor.
- 17.4 Entry of Company's customers / their transporters into the premises for inspection / taking delivery of materials shall be as prescribed by the Company. Entry of unauthorized persons/ vehicles shall be prohibited by the Handling Contractor.
- 17.5 The Handling Contractor shall on no account demand or accept any payment for himself whatsoever on behalf of the Company from any of the Company's customers.
- 17.6 The Handling Contractor / HC Manager shall not use the services of any of the employees of the Company, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Company. Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the Handling Contractor or his partners, agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this contract, this contract shall be liable for cancellation at the discretion of the Company, and also for the recovery of any loss or damage resulting from such cancellation from the Handling Contractor.
- 17.7 The Handling Contractor shall store the Company's materials, only at the yard of the Company and not anywhere else without prior written permission of the Company. Also, in the said premises, the Handling Contractor shall store only the Company's materials and not the Handling Contractor's own materials or any other materials.
- 17.8 In the event of the Handling Contractor contravening any of the contractual obligations/provisions/ stipulations, the Company in addition to it's right to cancel the contract shall be entitled to award the contract to anyone else on the Handling Contractor's account and at his risk and the Handling Contractor shall be liable for any



loss or damage which the Company may suffer consequent to or arising out of such replacement of the contract.

Clause-18

- 18.1 The Handling Contractor shall keep proper records of all the materials dispatched to the Handling Contractor's yard by Road and render such account of stocks product wise / size wise / grade wise/ bin wise etc. as prescribed by the Company from time to time.
- 18.2 The Handling Contractor shall maintain and furnish all information required by the Company from time to time and also furnish weekly / fortnightly / monthly reports as prescribed by the Company giving details of opening balances, quantities received, quantities delivered, shortages / excesses on completion of bins or on stock verification, closing balances and trucks/trailers in transit as per proforma / registers prescribed by the Company for the purpose. The representatives of the Company shall have free access to inspect all such records at any time.
- 18.3 The Handling Contractor shall also be responsible to place these books of accounts, registers and records for audit at any time by the Company's auditors / representatives / stock verifiers and render all assistance to the auditors or stock verifiers in the work including verification / weighment of incoming / outgoing materials as well as materials in stock. For physical handling of stocks for stock verification, the Handling Contractor shall be paid at the agreed rates.
- 18.4 At the end of the financial year, these books of accounts, registers and records shall be handed over by the Handling Contractor to the Company to be kept in the custody of the Company certifying the closing stock of materials in his custody, including trucks/trailers in transit in the proforma prescribed by the Company.
- 18.5 The Handling Contractor shall be responsible for all losses / damages / deterioration caused to the materials when the materials are in the custody of the Handling Contractor, including losses, if any, caused during transportation and handling by the Handling Contractor. The materials shall be deemed to be in the Handling Contractor's custody as soon as the material is dispatched from Plant and as soon as the material is received at the stockyard in case of road dispatches.

Clause-19

- 19.1 —
- 19.2 —
- 19.3 —
- 19.4 In case of Material received in trucks/trailers from Plant / other locations, the Handling Contractor shall be responsible to account for the actual weight recorded at the stockyard weighbridge at the time of receipt from the road transporter and endorsed on the LR / STC and there shall not be any allowance for shortages.



- 19.5 The Company shall make recovery from the Handling Contractor for the value of shortages assessed at the end of each month as per Clause No.20. However, the same shall be subject to adjustment till final reconciliation at the time of physical stock verification as per Clause No.21.
- 19.6 --
- 19.7 The Handling contractor will be required to set up Service Centre within the stockyard as per the specifications and at the rate to be indicated by RINL/VSP.
- 19.8 The Handling contractor shall also maintain record of the stock in terms of number of bundles / pieces / loose bundles received (to be recorded in Wagon/Truck arrival report), in stock (to be recorded in Bin cards / bin cards) and despatched by Rail or Road (to be recorded in invoice). For this the figures recorded in RR / STC shall be considered. Discrepancy if any between the figures mentioned in the documents and actual received shall be observed at the time of unloading itself, informed to stockyard executive and recorded. In case the despatch documents does not have the figures in terms of bundles / pieces then handling contractor shall bring it to the notice of the stockyard executive immediately on receipt of documents / material and consider the jointly inspected figures for accounting. This record shall be made available to company officers who intend to conduct visual inspection periodically along with authorized representative of handling contractor and report of such inspection shall be signed by both inspecting officers and authorized representative of handling contractor.

Clause-20

- 20.1 At the end of the month, the value of shortage beyond allowance shall be worked out for each of the Products size-wise & grade-wise (e.g. Rounds 20mm IS 2062, Rounds 20 mm SAE 1018 etc.) separately as below:

$$V = P \times S$$

where,

V	=	Value of shortage beyond allowance for each Product (size /grade wise).
P	=	125% of the Branch level Price in Company for each Product (size/grade wise) as on the last day of the month.
S	=	Quantity of shortage for each product (size/grade wise) found on closure of bin cards in the month. (Shortage shall be determined with reference to actual weight received)



Quantity of excess in any of the products (size/grade wise) shall not be allowed for any set off against shortage in other product (size/grade wise) in the shortage calculations.

- 20.2 In case of the bins remaining open at the previous physical stock verification, the Shortage (S) and found on closure shall be adjusted for Shortage and Receipt considered for claim on the basis of previous physical stock verification.
- 20.3 The above value for the month shall be cumulated with such values of previous months since previous Physical Stock Verification.
- 20.4 The cumulative value of packing material generated and disposed since previous physical stock verification shall be apportioned first against and up to the extent of any cumulative shortage value in all sizes and grades of Rebar Coils (proportionate to their receipt qty) and the balance, if any, against the other Steel products (except Blooms, LMMM Billets and Wire Rods) in the ratio of their receipts since previous physical stock verification. Accordingly, the cumulative value worked out as at Para-20.3 above for these products shall be reduced.

For the cumulative quantity of packing material generated and disposed since previous physical stock verification the weighted average price per MT shall be worked out based on the quantity of each disposal and the Branch Level Price of 10 mm Rebar Coils on the date of such disposal. The cumulative value of packing material for the purpose of apportioning shall be calculated at 125% of such weighted average price per MT for the quantity of packing material within 0.03% of receipts (of all Steel products except Blooms, LMMM Billets, Wire rods) since previous physical stock verification and at 30% of such weighted average price per MT for the balance.

- 20.5 -
- 20.6 In case the cumulative value worked out and adjusted as above is (+) ve, net cumulative recovery to that extent shall be ensured from the handling Contractor, by making further recoveries or by refunding earlier recoveries, as the case may be. In case the cumulative value is (-) ve, the refund to the Handling Contractor shall be limited to the net cumulative recovery in the previous months. No other credit shall be given in case the cumulative value is (-) ve.

Clause-21

- 21.1 The shortage accounts shall be closed as per the procedure mentioned hereafter under this clause;
- a) When physical stock on ground is verified by weighment, such physical verification of stocks shall be carried out by the Company in connection with closing of accounts of the company or at such intervals as the Company may decide.
- b) When the total physical stock on ground for all the Products including packing material (except dunnage material) becomes zero at one point of time, which shall also be co



c) nsidered as physical verification of stocks.

- 21.2 The value of shortage beyond allowance shall be worked out as at Clause No.20.1 for the month till the date of physical stock verification based on the Shortage(S) and Receipt(R) of each product (size/grade wise) in the bin cards closed in the month till that date and the bin cards open as on that date.
- 21.3 The above value shall be cumulated with values of shortage considered in monthly assessments since previous Physical Stock Verification. This cumulative value shall be adjusted with the cumulative value of packing material generated and disposed / verified since previous physical stock verification as at Paras-20.4.
- 21.4 For the calculation of shortages / excesses and stock of packing material / on the date of physical stock verification, the average branch level prices for the period since the receipt of the materials in the Stockyard/ last stock verification date to the present stock verification date, shall be considered instead of prices prevailing on the date of last day of the month / on the date of disposal.
- 21.5 In case the cumulative value after adjustment is (+) ve, net cumulative recovery to that extent shall be ensured from the Handling Contractor, by making further recoveries or by refunding earlier recoveries, as the case may be. In case the cumulative value is (-) ve, the refund to the Handling Contractor shall be limited to the net cumulative recoveries. No additional credit shall be given in case the cumulative value is (-) ve. This value shall not be carried over for adjustment with subsequent shortages / excesses.
- 21.6 All the calculations under Clauses No.20 & 21 shall be done Product wise (size/grade wise) i.e., the value in one Product (size/grade wise) shall not be adjusted with the value in another Product (size/grade wise).
- 21.7 If the shortages are more than 2% for Steel as assessed by the Company, the Company has the right to terminate the contract without paying any compensation to the Handling Contractor and encash the Bank Guarantee to recover the value of the losses on this account as assessed by the Company and without prejudice to its right of recourse to such legal remedies as it may deem necessary to recover the value of shortages so occurring.
- 21.8 The Handling Contractor shall take an insurance policy on yearly basis for the value specified by RINL/VSP as per the methodology given below to cover the risk of burglary in respect of materials of the company kept inside the HC yard.

The value of the burglary insurance = The highest invoice rate per Ton of the Retail yard (excluding e auction sale material) in the preceding month of HC's application for obtaining the Burglary insurance policy x Indicative quantity for delivery /12(*).

(*)The insurance value will be monitored on yearly basis by the Company by considering 12 months average month end stock and any due adjustments will be done while renewing the insurance policy.



However RINL/VSP reserves the right to recover from the HC any short/non settlement of the claim amount by the insurance company. The burglary insurance policy shall be taken by the HC with the beneficiary as RINL/VSP and the premium amount towards the burglary insurance policy shall be borne /paid by the HC only.

Clause-22

22.1 For the operations carried out by the Handling Contractor, the Company shall pay to the Handling Contractor as per the Schedule of Rates finalised on the basis of evaluation of L-1 rates as mentioned at clause no 31 of instructions to tenderers, subject to revision as per the following formulae. Base date shall be the last date for submission of 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).

For Handling Activities:

The rates will be revised on the 1st April and 1st October of every year based on the indices prevailing on these dates. The revision will come into effect from 1st April / 1st October for the work done on and from these dates

i) For Steel under Items No.I (Consolidated rate):

$$P1 = PO (0.60 + 0.10L1/LO + 0.30F1/FO)$$

ii) For Cutting under Item No. 1(a):

$$P1 = PO (0.25 + 0.20L1/LO + 0.40F1/FO + 0.15W1/WO)$$

iii) For Bending, Bundling & **Decoiling/straightening/ cutting**, bending and bundling of Plain WR Coils/Rebar Coils under Items No. 1(b) and 1(c), 1(d) respectively:

$$P1 = PO (0.25 + 0.60 L1/LO + 0.15 W1/WO)$$

Where,

P1 = Revised rate

PO = Rate as per original schedule of rates

LO = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products, as notified by the Regional Labour Commissioner (Central) or Asst. Labour commissioner (Central) whoever is the appropriate authority, Ministry of Labour and Employment, Govt. of India, published in the Gazette of India, applicable on the base date

L1 = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and



Steel products ,as notified by the Regional Labour Commissioner (Central) or Asst Labour commissioner (Central)whoever is the appropriate authority, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable on 1st April / 1st October every year as the case may be.

FO = Retail selling price of diesel at the nearest diesel filling station of the stockyard run by an agent of any Public Sector Oil Company as on the base date.

F1 = Retail selling price of diesel at the nearest diesel filling station run by an agent of any Public Sector Oil Company on 1st April / 1st October every year as the case may be.

WO = Wholesale price Index No with base as 100 in 2011-12 series as published by RBI of all the commodities for the month in which the base date falls.

W1 = Wholesale price Index No with base as 100 in 2011-12 series as published by RBI of all the commodities for the month April / October every year as the case may be.

v) For deployment of labour under Item No. 3: The rates for deployment of labour will be adjusted in the following manner:

Rate on any Particular day = Rate Fixed in the Schedule of Rates

(+)

Amount of increase / decrease since base date in the Minimum Wage as notified by the Regional Labour Commissioner (Central) or Asst Labour commissioner (Central) whoever is the appropriate authority, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable to un-skilled workmen employed in handling of Iron and Steel products on 1st April / 1st October as the case may be.

Note: The HC may note that escalation charges will be paid as per the above stipulated escalation formula only. The HC shall not have any claim for payment of any higher amount, otherwise than said escalation formula mentioned on any ground what so ever. However, the HC may note that they have to comply with all the laws applicable to them (existing or subsequent legislation) in the matter of payment of minimum wages and / or any allowances. Such compliance of laws shall not be a ground for claiming any higher amount from RINL/ VSP other than the amount computed as per the said escalation clause.

22.2 The Company shall determine the rate to be paid or deducted in respect of any extra or additional work done or work omitted by the order of the Company's representative by deriving from analogous item, if any,



in the contract. In the absence of analogous item, the rates shall be fixed by the Company on the basis of basic rates and norms available in standard schedules / analysis of rates adopting market rates / statutory wages. The Handling Contractor shall submit the analysis on these lines duly supported by vouchers and other relevant documents. The cost element on account of provisions of profit including overheads shall not exceed 12.5% of the direct cost.

Clause-23

- 23.1 The Handling Contractor shall submit his Running Account bills once in a month based on the revised rates worked out as above for the actual operations performed in the prescribed format of the Company duly supported by signed delivery challan cum invoice and other supporting documents. In case the necessary notifications in respect of L1, F1 and W1 are not received, the Handling Contractor shall submit provisional bills based on 95% of the previous revised rates. The Handling Contractor shall claim adjustment for such provisional payments in the monthly bill submitted after receipt of necessary notifications. The Company shall arrange for payment of the Running Account bills on 30th (thirtieth) day of the receipt of the bill with complete details after recovery for shortages or any other dues as per contract. In case of Final bill, the Company shall arrange for payment within 6 (six) months from the date of receipt of the bill with complete details.
- 23.2 The bills shall be paid based on the weight recorded on the stockyard weighbridge. No dispute on this account will be entertained or will be maintainable.
- 23.3 The Handling Contractor shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the HC in connection with discharge of his obligations under this Contract except Goods and Service Tax (GST). No increase on the quoted rates shall be allowed on account of any increase in statutory levies mentioned above except GST. The company shall pay the GST claimed by HC in the 'tax invoice' raised and as certified by the company. The 'tax invoices' raised by HC shall be serially numbered and shall contain all the details as required under Rule 46 of CGST Rules.
- 23.4 The Handling 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 invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal so as to enable RINL/VSP to claim Input Tax Credit (ITC). In case the ITC of GST is denied or demand is recovered from RINL/VSP on account of any act of HC, the HC shall indemnify RINL/VSP in respect of the ITC denied. The HC shall also indemnify the company against any other liability such as interest and penalty that may raise on this account.
- 23.5 Income Tax or any other taxes or duties which the Company may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the Handling



Contractor and the Company shall provide the Handling Contractor with required Tax Deduction Certificate.

- 23.6 The payments to the Handling Contractor under the contract shall be made by Electronic Fund Transfer to the Bank Account of the Handling Contractor.
- 23.7 In respect of payment made through Electronic Fund Transfer mechanism or Direct credit to the Handling Contractor's Account, the Handling Contractor should intimate discrepancies, if any, within 10 (ten) days from the date of dispatch of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 (ten) days.
- 23.8 Any sum of money due and payable to the Handling Contractor under this contract may be appropriated and / or withheld by the Company and set off against any claim of the Company for payment of a sum of money arising out of or under any other contract or transaction with the Handling Contractor by the Company or by the Government.
- 23.9 GST shall be applicable on all penalties (like liquidated Damages, milestone penalties, risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of PS, security deposit towards security of material etc.) if levied by the employer on the Handling contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries. GST shall be charged by grossing the SD towards security of material / PS amount with applicable GST.

Clause-24

- 24.1 The Company reserves the right to directly employ labour or employ a Contractor at the risk and cost of the Handling Contractor for services referred to in this Contract to meet any emergency if the Company is satisfied that the Handling Contractor is not in a position to render specific service within the period in which services are required after intimating the Handling Contractor through a letter. The Company's decision in this regard shall be final and binding on the Handling Contractor.
- 24.2 In the event of the Handling Contractor's failure / default to discharge his duties stipulated in the contract to the satisfaction of the Company by providing sufficient / timely labour / equipment / machinery to do any of the jobs entrusted to him under the Contract or unilaterally terminating the Contract, the Company shall have the right to get the work executed for the balance period of contract by directly employing labour or by employing a Contractor at the risk and cost of the Handling Contractor after giving 2 (two) weeks notice and all additional charges and expenses incurred by the Company in this behalf shall be recovered from the Handling Contractor. The decision of the Company in this regard shall be final, binding and conclusive. In such cases, the Handling Contractor shall also be liable for debarring for a period of 2 (two) years. The decision of the Company in this regard shall be final and binding on the parties.



- 24.3 If the Handling Contractor or HC Manager or his representatives are found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Company's materials or found to have indulged any other misconduct / malpractice in connection with the contract, the Company may terminate the agreement without any notice and recover losses suffered by the Company on this account. The Company's assessment of such losses shall be final. The termination of the Contract shall be without prejudice to the Company's right against the Handling Contractor under the Contract or under Law. In such cases, the Handling Contractor shall also be liable for debarring for a period of 5 (five) years. The decision of the Company in this regard shall be final, binding and conclusive.

The Company requires that bidders/suppliers/contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.

- 24.4 Without prejudice to the termination clauses elsewhere in the contract, the contract is liable for termination, on account of noncompliance of the following conditions of the contract

- i) Deployment of Minimum Number of Cranes as stipulated in the NIT.
- ii) Deployment of Cranes (own as well as hired) not older than 5 years, at any point of time during the tenure of the contract, as stipulated in the NIT.
- iii) Installation and commissioning of straightening machines, in desired numbers, within the time frame stipulated in the NIT.
- iv) Desired output from the straightening machines as stipulated in the NIT.
- v) Frequent failures in respect of Delivery of materials within the delivery period stipulated in the Sales orders / stock transfer advices viz more than 2 occasions in a month will be considered as failure and such failures occurring 3 times in any given year in consecutive months or otherwise shall attract termination.

Adverse feedback received from Customer about the services of the contractor shall also be considered as an input for termination of contract



- 24.5 In the event of the contract being terminated in exercise of the rights reserved under the above clauses, the Handling Contractor shall not be entitled to claim any damages / compensation from the Company on account thereof.
- 24.6 In the event of any amount being adjusted against Security Deposit the Handling Contractor shall immediately thereafter make good the amount so adjusted and on the Handling Contractor's failure to do so the Company shall have the option to terminate this contract.

Clause-25

- 25.1 Notwithstanding the expiry / termination, the liabilities and obligations of both the Company and the Handling Contractor as set out herein will continue to be in force until all the materials supplied / dispatched by the Company to the Handling Contractor upto the date of such expiry / termination are delivered by the Handling Contractor or accounted to the Company. The material dispatched up to expiry / termination of the contract, even if the material reaches after such date, Handling Contractor is responsible to receive the same. Loading Slip cum Gate pass (LSGP) date for Road dispatch shall be considered as dispatch date. The Handling Contractor shall be responsible to arrange delivery of the materials, lying in stock, as directed by the Company for which the Handling Contractor shall be entitled to remuneration as is due to him under the provisions of the contract. The Handling Contractor shall also be responsible for the smooth completion of the stock verification, which the company shall arrange, after expiry / termination during the subsistence of the contract and account for the material to the company.
- 25.2 On the day of expiry / termination of the contract, the Handling contractor shall list and handover to the Company details of all documents relating to trucks/ trailers and trucks/ trailers in transit. If such trucks/ trailers are received by the Handling contractor after expiry of the contract, the HC shall immediately inform the Company's Branch Sales Office and extend all cooperation so that the Company can make necessary arrangements for taking delivery or for rebooking to any of the Company's other Stockyards. If the Handling contractor unloads and takes delivery of the same to avoid demurrage / wharfage charges that may otherwise be incurred, he shall hold the materials in trust for the Company and should be entitled to the normal charges as per contract.

Clause-26

- 26.1 The Handling Contractor shall ensure 100% compliance of all the statutory provisions under The Minimum Wages Act, Employee Provident Fund and Miscellaneous Fund Act, Employee State Insurance Act etc., with respect to contract labour engaged by him, or his sub-contractor for the work of RINL/VSP. He will in particular, ensure the following:
- 26.2 The Handling Contractor shall ensure that all his workmen should wear a prescribed Uniform while on duty in the stockyard premises. The Handling Contractor shall also ensure the use of safety helmet and



safety shoes by all the workers. The Handling Contractor shall keep sufficient number of first aid boxes at all places which are in frequent use at reasonable distance from one another. These shall be kept at the stockyard in good order always and shall be available for use during working hours.

- 26.3 The Handling Contractor shall ensure that all lifting machinery including all parts and necessary gears whether fixed or movable shall be of good materials, adequate strength, free from patent defect and maintained in good working order and shall have been tested and examined by Competent person from time to time under intimation to the Company.
- 26.4 No rope shall be used in hoisting or lowering or in preparing slings and no sling shall be used unless they are of suitable quality and possess necessary Test Certificate regarding freedom from patent defect and bring clearly the maximum permissible load. All such ropes and slings shall be regularly inspected and no wire rope shall be used in hoisting or lowering if it shows signs of wear, corrosion or other defect.
- 26.5 The Handling Contractor shall ensure that no lifting machinery or chain or sling or other appliances are loaded beyond the safe working load which shall be plainly marked thereon.
- 26.6 Where stacking, unstacking and handling in connection with the work is carried out, reasonable measures to guard against accidents shall be taken.
- 26.7 Where contract labour are handling materials with projecting sharp edges, fins, slivers, splinters or similar dangerous projecting parts such labour shall be provided with suitable protection equipments like helmets, safety boots, hand-gloves etc. by Handling Contractor.
- 26.8 The company shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. The Handling Contractor shall be responsible for obtaining registration under ESI Act 1948 before award of the work by the Company and for regular remittance of ESI contributions (Employees + Employer's shares) every month on account of all employees of the Handling Contractor including Contract Labour, before 15th of the subsequent month, and submit to the Company, a copy of the challan as a proof of remittance of ESI Contribution along with list of the workers with contribution details. If ESI Coverage is not available in a state, the Handling Contractor shall be required to obtain Insurance under the Indian Employees Compensation Act, to cover all the employees of the Handling Contractor including Contract Labour. The Handling Contractor shall also be required to obtain Third party Liability Insurance, any other insurance in accordance with the Indian Laws and Regulations at his own cost, with the Company as the Principal holder, the said policy should be valid during the period of the Contract and deposited with the Company.
- 26.9 If any accident occurs, which either:



- i) causes loss of life to a worker or
- ii) disables the worker from work on which he was employed for the rest of the day or shift in which the accident occurred

Such accident shall be notified to the Executive In charge or his representative immediately. The Handling Contractor shall give first aid immediately to the injured person and thereafter shift him promptly to the hospital or other places of treatment.

26.10 Where any accident causing disablement or death occurs, the Handling Contractor shall be liable for such injury or death caused as a result of such accident either within or outside the yard premises in the course of work. The Handling Contractor shall be responsible for such contingencies and will make good all claims for compensation claimed by his labour or staff or Tribunal / ESI Authorities or Commissioner of Employees Compensation Act and other relevant laws of the land. He shall also indemnify the Company 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 relevant provisions of the ESI Act 1948 or Employees Compensation Act (1923) or any subsequent modifications or amendments to the Act thereof .The Handling Contractor shall be required to submit a copy of the ESI registration Certificate, indicating their ESI Code Number, along with its tender. In case the same is not available, they shall submit along with their tender, a letter of undertaking to submit the same before commencement of work of the contract. The Handling Contractor shall be responsible for obtaining registration under ESI Act 1948 and for regular remittance of ESI contributions (Employees + Employer's shares) every month on account of all employees of the Handling Contractor including Contract Labour, before 15th of the subsequent month, and submit to the Company, a copy of the challan as a proof of remittance of ESI Contribution along with list of the workers with contribution details. If ESI Coverage is not applicable , the Handling Contractor shall be required to obtain Insurance under the Indian Employees Compensation Act, to cover all the employees of the Handling Contractor including Contract Labour, and submit copies of such Insurance Policies to the Executive in Charge, before commencement of work of the contract. All costs incurred by the Company in connection with any such claims should be made good by the Handling Contractor and the Company reserves the right to pay in the first instance such amount of compensation as is payable under the said Act or any other Act / rule and to recover the amount so paid from the Handling Contractor.

26.11 The Handling Contractor shall take insurance policy and submit a copy of the same to the Executive In Charge, before commencement of work of the contract for payment of an ex-gratia amount of Rs.5,00,000 (Rupees Five lakhs only) per head in case of fatal accidents to the contract labour (deceased) engaged by him in addition to the Compensation payable under ESI Scheme / Employees Compensation Insurance Policy(if ESI Coverage is not applicable).As and when a fatal accident takes place, along with the Employees Compensation, the Handling Contractor is required to pay the ex-gratia amount within 30 days from the date of accident.



26.12 The Handling Contractor shall maintain at his/its cost, in full force and effect all insurances mentioned below by duly obtaining necessary cover from Insurance Companies in India acceptable to RINL/VSP from the time of award of Contract:

- (i) All such Insurances as are required by law for executing the Contract.
- (ii) All such Insurances required in respect of equipments used for executing the Contract.

26.13 The Handling Contractor shall indemnify and keep indemnified the Company, against all losses and claims for injuries or damages to any persons or property whatsoever and/or against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever which may arise out of or in consequence of this contract.

26.14 The Handling Contractor shall insure against any damage, loss or injury which may occur to any property or to any person, including any employee of the Company, by or arising out of the work of this contract for an amount not less than Rs 50,000/ (Rupees Fifty Thousand only) and submit copies of such policies/ and receipt of payment of the current premiums, to the Executive In Charge. The Handling Contractor shall update and keep the Insurance policies throughout the period of the contract.

Clause-27

27.1 The Handling Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes like Shops and Establishment Act, Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971, The Minimum Wages Act 1948, Payment of Wages Act'1936, Employees' Provident Funds & Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948/Employees' Compensation Act 1923, Bonus Act 1965, Payment of Gratuity Act 1972, Factories Act 1948, Industrial Disputes Act 1947, Child Labour (Prohibition & Regulation) Act 1986, Maternity Benefit Act 1961, Inter-state migrant workmen (Regulation of Employment and conditions of service) Act, 1979 and its central rules, 1980 and other statutes and amendments thereof and or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the labourers employed by the Handling Contractor and shall indemnify and keep the Company indemnified against any liability that may be imposed upon the Company by law or by Government for non-observance by the Handling Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Handling Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, levy, demands or composition fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Handling Contractor / authorized representative of Handling contractor.



- 27.2 The Handling 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 by the Company.
- 27.3 As security for fulfilment of the obligations, the Handling Contractor will be deemed to have authorized the Company 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 withhold 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 Handling Contractor from the amounts payable to him. The Handling Contractor shall have to maintain 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" and 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 , in addition to the forms and registers mentioned above the Handling Contractor has to maintain forms and registers as specified under various statutes that govern the contract labour and the Handling Contractor has to submit the forms and registers to the Executive in charge as and when required.
- 27.4 The Handling Contractor shall obtain necessary license from the competent authority under the Contract Labour (Regulation and Abolition Act, 1970) and rules framed there under and shall produce copy of such license to the Executive In Charge, before commencement of work of the contract, in case the number of workmen to be employed is 20 or more.
- 27.5 The Handling Contractor shall have to produce to the Company or its designated officer, the renewed license every year. In case he fails to produce the statutory / renewed license within the stipulated period, the contract shall be liable to be terminated by giving 15 (fifteen) days notice.
- 27.6 The Handling Contractor shall furnish to the Executive In Charge a copy of Annual returns filed through online using Shram Suvidha Portal as per the directions of Ministry of Labour and Employment.
- 27.7 The Handling Contractor shall be responsible and undertake to provide the following welfare facilities for the workers employed by him in compliance with Chapter (V) of the Contract Labour (Regulation & Abolition) Act 1970 viz canteens, rest rooms, sufficient supply of wholesome and safe drinking water from Water Purifier Machines 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.



- 27.8 The Handling Contractor shall undertake and be responsible for providing canteen facilities for the workers employed by him in compliance with Chapter V of the Contract Labour (Regulation & Abolition) Act, 1970 and also provide First Aid Box, equipment with contents, as prescribed under the Rules framed under the above Act, at every location where labour is employed by him.
- 27.9 The Handling Contractor shall not allow the use or sale of ardent spirits or other intoxicating beverages in the working area or in any of the buildings, premises occupied by him in connection with the work in question.
- 27.10 No canteen facility of the Company will be available for the above purpose under this agreement, however the Handling Contractor shall be liable to provide canteen as may be required.
- 27.11 The Handling Contractor shall ensure that the working hours for female workers, if any, employed by him shall be regulated as per the requirements of the statute.
- 27.12 The Handling Contractor shall further ensure that proper discipline and decorum is maintained by the workers / employees engaged by him, in the yard.
- 27.13 If any loss arises due to theft, pilferage or damage of articles which have happened during the work, the Handling Contractor will be responsible and cost of articles and quantum of damage as assessed by the Company will be recovered from him. He shall, if necessary, provide adequate security against such incidents at his own cost.

Clause-28

- 28.1 The Handling Contractor should register themselves with the Regional Provident Fund Commissioner and will be required to follow PF rules irrespective of the number of workmen employed failing which payments due to him will be withheld.
- 28.2 The Handling Contractor shall furnish to the Company at the commencement of the Contract a list of names and addresses of the workmen employed by him with their respective daily rates of pay and the dates of employment and a statement as to whether they are members of recognized Provident Fund.
- 28.3 The Handling Contractor shall pay to his labourers (male & female) the minimum wages prescribed under the Minimum Wages Act or such minimum wages as may be prescribed from time to time by the appropriate Government.

The Handling 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 payment shall be submitted by the contractor to the Engineer In charge by 10th of the subsequent calendar month.



- 28.4 The Handling Contractor shall be responsible for payment of adequate wages not less than the minimum wages prescribed by the appropriate statute, to his labour employed and shall also submit a certificate to the Company within a week after disbursement, details showing acquaintance and wage period.
- 28.5 The Handling Contractor will be required to furnish to the Company the following particulars regarding the payments to be made by him to his workers, immediately after the commencement of the work in question:
- i) Wage Period
 - ii) Place of disbursement of wages
 - iii) Payment and date of disbursement of wages.
- 28.6 The above particulars are also to be displayed in the form of a notice at the work place and copy of the same should be sent to the inspector under the Contract Labour (R&A) Act, 1970. All payments shall be made on working days at the work place and during working hours, as provided in the rules framed under the said Act.
- 28.7 Wages to the workmen should be paid on or before the 7th of the subsequent month. If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the Employer's (in this case Handling Contractor) and Employee's (in this case workmen employed by the Handling Contractor) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the Executive in charge.
- 28.8 In case of failure of the Handling Contractor to comply with any of the above, the following action shall be taken by the Company:

	Lapse	Action by the Company
1	Payment of wages at rates less than those notified under the Minimum wages notification	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Government, applicable for the period less actual wages paid shall be recovered from the bills of the Handling contractor, as certified by the Executive In Charge.
2	Non-payment of wages	An amount equivalent to wages payable by the Handling Contractor applicable for the relevant period shall be recovered from the bills of the contractor, as certified by the Executive In Charge.
3	Non-payment of PF	Recovery of PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act



		and rules framed there under for delayed remittance of PF contributions (both the Employee's and Employer's (in this case, the Handling Contractor's) contributions and other contributions), shall be recovered from the bills of the Handling Contractor, as certified by the Executive In Charge.
4	Delayed payment of PF	An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and Employer's (in this case, the Handling Contractor's) contributions and other contributions), shall be recovered from the bills of the Handling Contractor, as certified by the Executive In Charge.
5	Non Payment of ESI	Recovery of ESI amount and an amount equivalent to maximum penalty leviable by Employees' State Insurance Corporation Authorities, for the delayed period under the provisions of ESI Act 1948 and rules framed there under for delayed remittance of ESI contributions (both the Employee's and Employer's (in this case, the Handling Contractor's) contributions), shall be recovered from the bills of the Handling Contractor, as certified by the Executive In Charge.
6	Delayed Payment of ESI	An amount equivalent to maximum penalty leviable by ESI authorities for the delayed period under the provisions of ESI Act 1948, and Rules for delayed remittance of ESI contributions (both the Employee's and Employer's (in this case, the Handling Contractor's) contributions), shall be recovered from the bills of the Handling Contractor, as certified by the Executive In Charge.
7	Delayed payment of wages	If the Handling contractor fails to pay wages within the stipulated time i.e., by 7 th working day of the subsequent month, a penalty upto 1% of the gross wages (Basic, D.A & overtime (if any) except any 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.
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28.9 Handling contractor has to ensure payment of all the terminal benefits applicable to contractor labour under various statutory acts that govern the contract labour.

"Handling contractor has to ensure payment of all the terminal benefits applicable to contract labour under various statutory acts that govern the contract labour".

28.10 The contractor shall have to pay the Terminal Benefits like Notice pay (if notice is not served by the contractor to the workman as per statutory requirements), Retrenchment compensation, Annual leave with wages and bonus to the contract labour as per statutory provisions applicable to them at the end of the work order or extension of contract, if any and as the case may be, through Bank and submit the proof thereof for the release of Pre-Final/ Final Bill by RINL/VSP to the Existing contractor, failing which it will be deemed that the contractor had not paid the dues to the contract labour and RINL/VSP will release the terminal benefits payable to the contract labour engaged by the contractor by defraying the same from the amount recovered by and available with it towards the terminal benefits from the bills of the contractor and any other sums of the contractor available with the RINL/VSP, further the contractor will be debarred for a period of one year from participating in any of the RINL/VSP's future tenders from the date of the order.

Clause no 29

29.1 If any dispute of any kind whatsoever shall arise between the Parties (i.e., the Employer and the Contractor) in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination or the execution of the Work—whether during the progress of the Work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the Parties shall seek to resolve any such dispute or difference by Mutual consultation, failing which, through Conciliation, and if the Conciliation fails then through Arbitration / Commercial Courts as mentioned below.

b) Parties further agree that following matters shall not be referred to Conciliation or Arbitration / Commercial courts:

i) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the tenderer/ Contractor and/or with any other person involved or connected or dealing with bid / contract / tenderer / contractor.



- ii) Any claim, difference or dispute relating to, connected with or arising out of Employer's decision under the provisions of Integrity Pact executed between Employer and the tenderer/ Contractor.

During the pendency of Mutual Consultation, Conciliation or Arbitration / Commercial courts proceedings, both the parties shall continue to perform their Contractual obligations in so far as practicable.

29.2 MUTUAL CONSULTATION: The Mutual Consultation shall be conducted in the following manner.

- (a) The Engineer and the Contractor shall settle the dispute amicably within 15 working days from the date, the dispute has been brought to the notice of the Engineer in writing by the Contractor.
- (b) If the dispute is not resolved or partially resolved within the aforesaid 15 working days, then the un-resolved disputes shall be brought to the notice of Dispute Settlement Cell (DSC) of RINL by either of the parties in writing within 7 working days of the lapse of aforesaid 15 working days. DSC will put up the un-resolved disputes to Claims Committee (CC) of RINL. Claims Committee consisting of independent members will look in to the disputes in a fair and transparent manner and give their recommendation with reason based on the documents submitted by the Engineer and the Contractor. The Claims Committee is a neutral body empowered to look in to the issues beyond the contractual provisions. The process of dispute resolution by Claims Committee is as follows.
- (c) DSC will put up the un-resolved disputes to Claims Committee within 7 working days from the date of receipt of the same.
- (d) The Contractor and the Engineer shall file all the documents sought for by the Claims Committee within the period as intimated by Claims Committee. The Contractor and the Engineer also may be required to be present within 10 days after filing of their documents to explain their case in the Claims Committee. Claims Committee will give its recommendations to both the parties recommending possible terms of settlement within 60 days, from the date the dispute has been brought to the notice of the DSC. If the disputes could not be resolved as per the recommendations of CC or partially resolved within the aforesaid period, the balance un-resolved disputes shall be brought to the notice of DSC by either of the parties in writing.
- (e) All efforts by either party within the above period of Mutual settlement shall be kept confidential by both the parties. Parties shall not rely upon any views expressed or suggestions made by the other party, admissions made by the other party or the fact that the other party had indicated his willingness to enter into a settlement, as evidence in any Forum / arbitration or Court proceeding.
- (f) The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of Claims Committee proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.



- (g) In exceptional cases if Claims Committee requests for the extension of time with valid reasons, Competent authority of RINL may extend the time for Claims Committee.
- (h) The recommendations of Claims Committee are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the Claims Committee recommendation with any modification they may deem fit.
- (i) The Contractor and the Engineer shall give their response to DSC within 7 working days from the receipt of Claims Committee Recommendation.
- (j) If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on Claims Committee recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of the Contractor is acceptable to RINL, then a settlement agreement will be signed within 10 working days of RINL's acceptance along with the recommendation of Claims Committee.

29.3 CONCILIATION:-

1. Conciliation through Outside Expert Committee (OEC) will be resorted to in cases as per the following details, where Mutual consultation has failed.
2. Claimant shall give notice for Conciliation. In cases where the Contractor is claimant then the notice shall be given to the DSC as per the contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any new issue thereafter.

29.3.1 Constitution of OEC:- DSC shall process the request for Conciliation.

1. RINL will have the sole discretion to constitute OEC. OEC will be formed from the panel of experts maintained by RINL and will normally comprise three members, one member from each category i.e. Technical; Finance/Commercial; and Legal. However, there will be a single member OEC for disputes involving a claim and Counter Claims (if any) taken together upto Rs 1 crore. RINL will have authority to reconstitute an OEC to fill any vacancy or if any OEC member is not available to attend the OEC Meetings.
2. Upon constitution of the OEC, DSC/RINL will issue the appointment letters to OEC members and the parties concerned.
3. The OEC members shall give a declaration of independence and impartiality to both the parties before the commencement of the OEC proceedings.

29.3.2 Proceedings before OEC:-

- 1.



The Claimant shall submit its Statement of Claims to OEC members, and copy to the Respondent (i.e., to DSC in case RINL is the Respondent) within 30 days of the issue of the appointment letter.

2. The Respondent shall file its reply and Counter Claims (if any) within 30 days of the receipt of the Stattement of Claims.
3. Parties may file their rejoinder/additional documents if any in support of their claim/Counter Claims within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC
4. OEC will commence its meetings only after completion of the pleadings and in any case not beyond 90 days from its appointment.
5. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
6. The parties shall be represented by their in-house employees / executives. No party shall bring any advocate or external consultant / advisor / agent etc. Ex-officers of (i) RINL as well as (ii) Consultant, who are involved in the subject contract, in any capacity are not allowed to attend and present the case before OEC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
7. Solicitation or any attempt to bring influence of any kind on either OEC Members or RINL is completely prohibited in Conciliation proceedings and RINL reserves the absolute right to close the Conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
8. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
9. OEC will give full opportunity of hearing to the parties before giving its recommendations.
10. OEC will conclude its proceedings in maximum 5 meetings, and give its recommendations within 60 days of its first meeting. OEC will give its recommendations to both the parties recommending possible terms of settlement. Competent Authority of RINL may extend the time / number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
11. OEC members will be paid fees and provided facilities (as detailed under para-1 of clause 22.3.4 hereinafter), subject to revision by RINL from time to time and subject to Government guidelines on austerity measures, if any.



12. Depending upon the location of the OEC members and the parties, the venue of the OEC meeting shall be either Visakhapatnam or any other place, whichever is most economical from the point of view of travel and stay etc.
13. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.
14. Parties are under no obligation to refer a dispute to Conciliation or continue with Conciliation proceedings. Parties are free to terminate the Conciliation proceedings at any stage as provided under section 76(C) or 76 (d) of the Arbitration and Conciliation Act, 1996.

29.3.3. Actions after OEC Recommendations:-

1. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
2. Either of the parties shall give its response to DSC within 7 working days of receipt of OEC Recommendation.
3. If the Recommendations are acceptable to the Contractor partly or fully, RINL will consider and take a decision on OEC recommendations. DSC shall communicate the decision of RINL to the Contractor within 30 working days from the date of receipt of Contractor's acceptance. If the response of Contractor is acceptable to RINL, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time will be signed within 15 working days of RINL's acceptance and the same shall be authenticated by all the OEC Members.
4. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings, However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
5. The parties shall keep confidential
 - (i) all matters relating to the Conciliation proceedings including minutes of OEC meeting and Recommendations of OEC,
 - (ii) and shall not rely upon them as evidence in any Forum / arbitration / court proceeding, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,



- (iii) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute
 - (iv) admissions made by the other party in the course of the OEC proceedings;
 - (v) proposals made by the OEC;
 - (vi) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
6. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by RINL to Govt, of India or its authorities, if required.
7. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall be applicable to the Conciliation proceedings and the parties and the OEC members shall be bound by the same.

29.3.4.Fees and facility to the OEC Members:-

1. Each of the OEC members shall be entitled for the following fees and facilities:

All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings. Each party shall bear their own expenses for attending the OEC meetings including any incidental expenses towards boarding / lodging, travel etc.

SI. No.	Entitlement Fees/ Facility	To be paid by
i	Fees -Rs. 20,000 per meeting subject to maximum of Rs. 2,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations	Contractor
ii	Fee for attending meeting to authenticate the settlement agreement -Rs. 10,000	Contractor
iii	Transportation in the city of the meeting by A/c Car as per entitlement or Rs. 2,000 per day	Contractor
iv	Venue for meeting:- RINL conference rooms / UKKU HOUSE / Hotels	RINL
v	Facilities to be provided to the out-stationed member:-	
a	Travel from the city of residence to the city of meeting. Economy class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Economy	Contractor



	class shall be subject to austerity measures, if any, ordered by Govt of India.	
b	Transport to and fro airport / railway station in the city of residence by A/c Car as per entitlement or Rs. 3,000/-	Contractor
c	Stay for out stationed members - 4 or 5 Star Hotel	RINL
d	Transport in the city of meeting by A/c Car as per entitlement or Rs. 2000 per day	Contractor

2. The final expenses will be shared equally by both the parties.

29.4 ARBITRATION:-

1. If either the Employer or the Contractor is dissatisfied with the OEC's decision, or if the OEC fails to give a decision within reasonable time i.e., within 90 days from the date of its first meeting, then either the Employer or the Contractor may give notice to the other party, with a copy for information to the OEC of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For all purposes of Arbitration, The Contractor when issue notices to Employer, shall give notice to Dispute Settlement Cell (DSC) of the Employer.
2. The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration ("Invocation Notice"). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to the date of notice should be adopted for conversion of foreign currency in Indian Rupees.
3. There shall be no Arbitration for disputes involving claims more than Rs.1 crore in case of Domestic Contractor and more than Rs.10 crore in case of foreign contractor or in Consortium contracts where foreign contractor is a member. Disputes more than Rs 1 Crore and Rs.10 Crore as above shall be adjudicated under the Provision of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time.
4. For a dispute involving claims upto Rs 1 crore in case of Domestic Contractor, in case other party is Claimant, RINL will forward a list containing names of Three persons to the other party for selecting, one from the list, who will be appointed as Sole Arbitrator. In case RINL itself is the Claimant, it shall follow the above procedure and appoint the Sole Arbitrator. Such dispute shall be resolved by fast track procedure specified in Section 29B of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time.



5. For the purpose of Section 21, the Arbitration Proceeding shall commence only from the date of receipt of request for that dispute to be referred to arbitration is received (Invocation Notice) by the Respondent, complete in all respects as mentioned at para-2 above.
6. The parties agree that they shall appoint only that person as arbitrator who conveys his acceptance to the conditions of this arbitration clause.
7. Parties agree that neither party shall make claim for interest on the disputed claims. Parties further agree that Claim if any made for any such interest shall not be considered and shall be void.
8. The fee payable to the Sole Arbitrator shall be as per rules framed by the Hon'ble High Court in whose territorial jurisdiction the seat of arbitration is situated. In case no rules have been framed, the fee payable may be as per Fourth Schedule of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time. Arbitrator may fix his/her fee keeping the aforesaid schedule as guiding factor within the limits prescribed therein.
9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete.
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. For Sole arbitrator, RINL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.
11. The seat of the arbitration shall be Visakhapatnam. The Court/s at Visakhapatnam, Andhra Pradesh, India shall have exclusive jurisdiction over all matters of disputes. For the sake of convenience, Parties may agree to hold the proceedings at any other venue. The arbitration shall be conducted in the English language.
12. Parties agree that neither party shall amend or supplement its claims during the course of arbitral proceedings except for withdrawal of the claims made earlier.
13. The parties may, after invocation of dispute, agree for sharing the cost of Arbitration equally on 50:50 basis, subject to final decision of the Tribunal on Costs if any in the Award.



14. Subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 as amended and applicable from time to time shall apply to the arbitration proceedings under this Contract.
15. Wherever the sum of the disputed claim/s made by the Claimant (foreign contractor or in Consortium contracts where foreign contractor is a member) is up to Rs.10Cr, Arbitration proceedings shall be governed by the Rules of International Commercial Arbitration of Indian Council of Arbitration (ICA), New Delhi and shall be by appointment of a Sole Arbitrator from the panel. The venue of the arbitral proceedings shall be either in New Delhi, Mumbai, Chennai, Kolkata, Hyderabad or Visakhapatnam, India and the seat of Arbitration shall be Visakhapatnam, India, for the purpose of jurisdiction of the Court.
16. The arbitral tribunal shall give reasoned Award. The tribunal shall apportion the cost of arbitration between the parties as at para 13 above.
17. The Award rendered in any arbitration hereunder shall be final and binding upon the parties.
18. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceedings provided for herein and then only to enforce or facilitate the execution of an Award rendered in such arbitration.

29.5 Disputes between CPSEs inter se and Government Departments etc.:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations other than disputes related to taxation, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated.22.5.2018 and any other instructions/guidelines issued from time to time.

However, parties agree that before going for the AMRCD mechanism, parties shall seek to resolve any such dispute or difference through aforesaid Mutual consultation and Conciliation process mentioned under 6.1 & 6.2 above.

29.6 Disputes with MSME:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a micro enterprise or small enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be taken up by the Contractor for resolution through Micro and Small Enterprises Facilitation Council as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and



applicable from time to time, in case RINL is the Respondent. However, parties agree that before going for the Micro and Small Enterprises Facilitation Council, parties shall seek to resolve any such dispute or difference through aforesaid Mutual Consultation and Conciliation process mentioned under 29.2 & 29.3 above.

In case RINL is the Claimant, such dispute or difference shall be resolved through clause no. 29.1, 29.2, 29.3, 29.4 and 29.5 above.

Further, In the event of any dispute or difference relating to the interpretation and application of the provisions of contract between RINL and any Contractor who is a Medium enterprise as per the Micro, Small and Medium Enterprises Development Act 2006 as amended and applicable from time to time, such dispute or difference shall be resolved through clause no. 29.1, 29.2, 29.3, 29.4 and 29.5 above.



ANNEXURE-A

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT TOWARDS SECURITY OF MATERIAL

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

(FROM A SCHEDULE BANK)

Name & Address of the Bank :

Bank Guarantee No.& Date :

Date of expiry :

Limit of liability :

Ref: VSP's Letter of Acceptance Ref No. _____
"For Handling and storage of Steel Materials of VSP at Retail YARD,
Visakhapatnam"

Subject: Security Deposit towards security of material .

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) and also having one of its Branch Sales Offices at Visakhapatnam (hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs...../- (Rupees.....) under the terms and conditions of the contract awarded vide Letter of Acceptance No. dated (hereinafter called 'the said Agreement') made between the Company and M/s (hereinafter called 'the Handling Contractor') for Handling and Storage of the Steel materials at Retail yard, Visakhapatnam covered under the said agreement as a guarantee for the security of materials dispatched to the said Handling Contractor in terms of the said agreement as also for the due fulfillment of all the terms and conditions contained in the said agreement, on furnishing of a Bank Guarantee for Rs./- (Rupeesonly), 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...../- (Rupeesonly) 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 Handling Contractor of any of the terms and conditions contained in the said agreement and in the event the Handling Contractor shall make any defaults in carrying out any of the works under the said agreement 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...../- (Rupees.....only) 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 Handling Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Handling 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...../- (Rupees.....only) 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 Handling Contractor after the Handling 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 Handling 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 agreement or extend time of performance of the Handling Contractor or to postpone for any time or from time to time any of your rights or powers against Handling 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 Handling Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Handling 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...../- (Rupeesonly) 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 Handling 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 Handling 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 Handling Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship 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 Handling 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 our 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 Handling Contractor or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed company or concern.
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 Handling 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 Handling Contractor at any time or when proceedings are taken against us hereunder be outstanding or realized.
13. We (mention the 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 (VSP's controlling Branch city) and they shall honour such demand in any case not later than next working day.

14. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,



ANNEXURE-B

PERFOROMANCE SECURITY

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

(FROM A SCHEDULE BANK)

Name & Address of the Bank:

Bank Guarantee No. & Date:

Date of expiry:

Limit of liability:

Ref: VSP's Letter of Acceptance Ref No:

For Handling and storage of Steel Materials of VSP at Retail yard, Visakhapatnam.

Subject: PERFORMANCE SECURITY

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant
Visakhapatnam- 530031

1. 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) and also having yard situated at Visakhapatnam (hereinafter called the Company) having agreed to accept this Guarantee towards the security for the due performance of all the obligation contained in the Letter of Acceptance no..... dated (hereinafter called the "said Contract", which expression shall include any formal agreement entered into subsequent thereto or in supersession thereof and all modification to and amendments in the said agreement) made between the Company and M/s. (hereinafter called the "Contractor") for Handling of various kinds of Steel materials at the Retail yard, Visakhapatnam under the said Contract, we..... (Name of the Bank) (hereinafter referred to as the 'said Bank') do hereby undertake to pay the Company an amount not exceeding Rs..... (Rupees..... only) against the Contractor's failure and/or non observance and/or breach(s) of any of its obligations and/or the terms and conditions contained in the contract dated
2. We (Name of the Bank) do hereby undertake to pay the amount (s) due and payable under this Guarantee to the extent of Rs. (Rupees



only without any demur or protest, merely on receipt of a demand from the Company stating that the said Contractor has failed to fulfill and / or observe and/or committed breach (es) of the obligations as stipulated in the Contract dated and the amount claimed is due and payable to the Company by the said Contractor on account thereof. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount under this Guarantee subject to the ceiling limit of Rs..... lakhs (Rupeeslakhs only) as referred to above and this Guarantee shall not become infructuous or invalid because of the partial payment or payments made by us to the Company pursuant to the demand or demands made by the Company upon us for payment from time to time. It is further affirmed that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee. It is also agreed and affirmed that the Company shall be the sole judge as to whether the said Contractor has failed to observe / fulfill / any or all the obligations contained in the Contract dt referred to above, and/or committed any breach or breaches in respect thereof as also the amount become due and payable by the Contractor on account therefore, and such decision of the Company shall be final and binding upon us. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... lakhs (Rupees lakhs only).

3. We the said Bank, further agree that this Guarantee shall remain in full force and effect until the said Contractor fulfills all the obligations under the contract dated in due performance thereof and that it shall continue to be enforceable for the period that would be taken for satisfactory performance and fulfillments in all respects of all obligations under the Contract dated..... and that it shall continue to be enforceable till any notice of no claim is given by the Company.
4. We, the said Bank, further agree that the Company has the fullest liberty without affecting in any manner our obligations herein to vary any of the terms and conditions of the said Contract dated and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved of our liability under this Guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or commission on the part of the Company.
5. We (name of the Bank) state and affirm that this Guarantee will be valid and effective for a period of one year from the date of issue and we further agree that the guarantee herein contained shall not be affected by any change in the Constitution of the said Contractor.
6. We (mention the 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 honour such demand in any case not later than next working day.
7. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/ Higher Authority as per the name & address mentioned below:



Yours faithfully,

Dated:day of..... (month) (year)

Signature of Authorized Official

Name:

Designation:

Bank Seal



ANNEXURE-C

**ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE
PROFORMA FOR INDEMNITY AND CUSTODY BOND**

To

Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant

WHEREAS we have been appointed as your Handling Contractor for the Steel materials to be dispatched to the Stockyard at Retail YARD, Visakhapatnam from time to time from your Steel Plant for proper storage, handling, safe custody against valid Sales orders issued by your Branch Sales Office at _____ pursuant to the contract awarded vide Letter of Acceptance No. _____ dated _____ (hereinafter referred to as the 'said Agreement')

AND WHEREAS we have agreed to execute an Indemnity and Custody Bond in terms of the said Agreement for and in respect of the Steel materials delivered to us, we hereby declare and state as under:

1. Now by this Indemnity and Custody Bond we hereby agree and undertake that we shall keep and hold the Steel materials dispatched to us from time to time under the said Agreement and keep the same under safe custody at the yard located at _____ and on your behalf and as your property in trust for you. We further agree that the ownership of the materials consigned to us under the said Agreement shall always remain with you and in case of any dispute or claim arising from either side in respect of the provisions of the Agreement or otherwise, we shall not at any time refuse permission to you or your authorized officers entry into the yard and / or in effecting / arranging disposal of the materials in the yard as you may deem fit.
2. WE shall be entirely responsible for the safe custody and protection of the said Steel materials at our risk till the same are duly delivered to your various customers as may be directed by you from time to time or at any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said Steel materials dispatched to us from time to time under said Agreement while the same remain in our custody. We further agree that the said Steel materials shall at all times be open to inspection by any person authorized by you.
3. WE undertake to preserve and protect all the Steel materials consigned to us from time to time by you and shall render true and faithful account of the same on the expiry of the said agreement or sooner determination thereof.
4. SHOULD any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to



pay or to refund the amount forthwith and without deduction whatsoever on demand. You shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or under any other Agreements. The amount so claimed by you shall be final and binding upon us.

5. In the event we are unable to fully account for all the Steel materials received by us, you will have right to realize the value of the shortage / unaccounted material from us and on our failure to pay you the amount so demanded you will have liberty to recover the amount from the Bank Guarantee furnished by us in lieu of security deposit or from any amount due to us. Proprietor / Partners / Directors of the Company (Name of the Handling Contractor) are jointly and severally liable and undertake to pay the value of the shortages / unaccounted material. The Company is at liberty to proceed against all of us or any one or against firm / Company at its discretion to realize the amounts due to the Company.
6. WE further agree and affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting in any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this Bond by the exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us any other forbearance or indulgence given to us or any other act or omission on your part.
7. WE further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the material, dispatched to us, either in full or in part, to any Bank or Financial Institution or any Association or any Company or Firm as a security or otherwise.
8. WE further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of materials either in full or in part, dispatched to us, and also that we or any one claiming through or under us shall not set up any claim or title on or in respect of the materials consigned to and received in the yard, adverse to the Company, during the subsistence of the agreement and/or on expiry or termination of the agreement.
9. AND we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and the accounts relating thereto are finally settled by and between ourselves and yourselves and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.
10. THIS Bond with all its provisions herein contained are in addition to and not by way of limitation of or substitution for any other Bond or Indemnity / Guarantees / Undertaking heretofore given to you by us, whether jointly with others or alone and now existing uncanceled and that this Bond is not intended to nor shall revoke or limit such Bond or guarantees / undertaking.



11. THIS Bond shall not be affected by any change in our constitution nor shall it be affected by any change in your constitution or by any amalgamation or absorption or restructuring thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated or restructured company or concern.

IN Witness whereof we put our Seal and signature on this
_____ (day) _____ (month) _____

Signed sealed and delivered

By M/s. _____

For and on behalf of

In the presence of

1)

2)



Annexure-D

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The Chief General Manager (Marketing & Services)
Marketing Department
Visakhapatnam Steel Plant
Rashtriya Ispat Nigam Limited
Visakhapatnam

Dear Sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated with you for handling of Steel materials at, I/WE have no claims against your company.

Bill no.	Date	Amount
----------	------	--------

Date:

(Signature of the Handling Contractor)

Place:

Name of the signatory:

Seal of the Company:



Annexure-E

CHECKLIST FOR BANK GUARANTEE (BG)

NAME of the Party submitting BG:

Party Code:

NIT No:

Name of the Bank issuing BG:

Branch issuing the BG:

BG No:

BG Value:

BG internal No

BG Date:

BG validity / Expiry Date:

Sl no	Check Point	Yes/ No
1	Is the BG as per approved format of VSP?	
2	Is the BG issued by the specified category of Banks (Scheduled Commercial Bank/Nationalized Bank etc. as specified in the contract)?	
3	Is the BG executed on stamp paper of adequate value under the relevant state rules?	
4	Is the stamp paper obtained in the name of Bank issuing the BG?	
5	Is the date of sale of stamp paper prior to the date of the BG?	
6	Does the BG refer to the concerned agreement/tender (MOU or Sale Agreement), if any, with reference to which the BG issued?	
7	Does the BG bear the number, date and seal of the Issuing Bank?	
8	Is the BG signed on all pages?	
9	Whether the name, designation & code number of the officers signing the BG are mentioned against the signatures of respective officers?	
10	Whether the BG validity period is as per the concerned contractual requirement?	
11.	Whether the BG format contains a foot note regarding the details of the controlling office/higher authority from which confirmation regarding issuance of BG may also be obtained as given below: “ issuance of the bank guarantee may also be got confirmed from our controlling branch / office/Higher Authority (Name & address)	
12.	BG contains the clause for Enforceability of the same at Visakhapatnam * and the address for the same is also specified in the BG.	

*In case of outstation office:City of the operating office

Date:

(Signature of the representative of the party)

(Name and designation in capital letters)



Annexure-F

**PERFORMANCE EVALUATION OF CONTRACTORS
QUARTERLY**

Period of evaluation	
Branch	Retail yard, Visakhapatnam
Name of Handling Contractor	
Date of commencement of contract	
Extension period	
Date of expiry of contract	
Overall rating (0 to 10)	

Signature
(Name)
Sr BM

Signature
(Name)
Fin. Rep.

Signature
(Name)
RO Rep.



Receipt	Weight age 15%	Unloading from vehicles within timeframe
		Time Frame, painting/marketing (Inspection report of SY)
		Stacking as per Stacking Plan and on dunnage (Inspection report of SY)
		Damage to material due to handling at yard (Inspection by stockyard representative) (Inspection report of SY)
Delivery	Weight age 15%	Tare Weight to Final Gross Weight (as specified in customer service parameter)
		Wrong Delivery (based on cancellation of invoices)
		Uninterrupted delivery .
Equipments	Weight age 10%	Availability & health of equipments as per contract (Crane maintenance report)
		Additional equipment arranged for increased delivery/receipts if asked for by SYD I/chg
		Whether AMCs for weighbridge as per contract are available.
		Maintenance of weighbridge for compliance as per SOP.
Labour related Issues	Weight age 5%	Renewal of labour license
		Payment to Contract Labour
		Submission of PF returns
		Submission of ESI
		Submission of retrenchment benefit if any.
Documentation	Weight age 10%	Submission of Bills in time
		Submission of correct bills
Safety	Weight age 10%	Regular usage of PPE for labourers
		Maintenance of Cranes & Equipments
		Use of slings from Manufacturers
Housekeeping	Weight age 5%	As per clause 5.1 of GCC
Coordination	Weight age 5%	With all other external agencies as and when needed
Attitude/Response	Weight age 5%	Response towards EIC instructions
CCTV Coverage	Weight age 10%	IP enabled for monitoring through Intranet/Internet
		Transferring of data to storage device, labelling & archived for retrieval.
Security and safeguard of company's property/facilities	Weight age 10%	Deployment of sufficient number trained security personnel round the clock with at least one personnel of ex-servicemen /Ex-CISF trained security personnel.

RATING & NECESSARY MEASURES



Rating for each parameter to be made on a **scale of 1 to 10** (1 being the lowest and 10 being the highest). These ratings to be multiplied by the weight age as specified against each parameter. The point arrived at against each parameter to be added to arrive at Accumulated Points for the specified period. A sample format is furnished below -

Note: -

- 1) If the accumulated points are less than 5, then the areas of concern to be notified through writing and counseling.
- 2) If the accumulated points are less than 5 in two consecutive evaluations, then it may call for recommendation for warning.
- 3) If the accumulated points are less than 5 in three consecutive evaluations/any of the 5(five) quarters, then it will call for automatic termination with a notice period of six(6) months, leading to forfeiture of PS & debarring such contractor from participation in future tenders.

METHOD OF CALCULATION

Sl. No	Parameters	Weightage (in age)	**Rating- 1 to 10
1	Receipt	15	
2	Delivery	15	
3	Equipments	10	
4	Labour	5	
5	Documentation	10	
6	Safety	10	
7	Housekeeping	5	
8	Coordination	5	
9	Attitude/Response	5	
10	CCTV	10	
11	Security	10	
	TOTAL	100	

** () indicates rating in scale of 0 to 10 which when multiplied with respective weight age, the final ratings in the range of 0 to 10 under individual parameters may be arrived at.

Illustration is given below

Sl. No	Parameters	Weightage (in %age)	**Rating-1 to 10	Points
1	Receipt	15	8	1.2
2	Delivery	15	7	1.05
3	Equipments	10	9	0.9
4	Labour	5	8	0.4
5	Documentation	10	9	0.9
6	Safety	10	8	0.8



7	Housekeeping	5	7	0.35
8	Coordination	5	8	0.4
9	Attitude/Response	5	9	0.45
10	CCTV	10	8	0.8
11	Security	10	9	0.9
	TOTAL	100		8.15

As illustrated above the accumulated points arrived from the ratings given is 8.15.

Signature
(Name)
Sr BM

Signature
(Name)
Fin. Rep.

Signature
(Name)
RO Rep.



Annexure: G

S.N O	Activity	Duration frequency																		
1	<p><u>Zero Load:</u></p> <p>a) To take Zero weighment print before starting the usage of weighbridge (WB) .</p> <p>b) To ensure WB platform is empty.</p> <p>c) To ensure display in the Digitizer is Zero if not then press the BALANCE key on front panel to obtain zero display.</p>	Daily																		
2.	<p><u>Eccentricity Test:</u></p> <p>a) To place a loaded truck (rolling load) approximately 1/3rd of the capacity of the weighbridge on the center of the platform and note the reading.</p> <p>b) To shift the truck weight to both ends of the platform and note readings:</p> <p>(i) In HAUL end</p> <p>(ii) OUT HAUL end</p> <p>Maximum permissible error should be 20kgs.</p>	Daily																		
3.	<p><u>Range Test :</u></p> <p>a) To ensure empty platform and zero display</p> <p>b) To place test weight on platform equivalent to minimum capacity and note the display. Max permissible error is 10kgs</p> <p>c) Place incremental load on the platform well spread, and check the accuracy as below</p> <table><thead><tr><th>Incremental load</th><th>Max permissible error</th></tr></thead><tbody><tr><td>i) 1000kg</td><td>10kg</td></tr><tr><td>ii) 3000kg</td><td>10kg</td></tr><tr><td>iii) 5000kg</td><td>10kg</td></tr><tr><td>iv) 10000kg</td><td>20kg</td></tr><tr><td>v) 15000kg</td><td>20kg</td></tr><tr><td>vi) 20000kg</td><td>20kg</td></tr><tr><td>vii) 40000kg</td><td>30kg</td></tr><tr><td>viii) 50000kg</td><td>30kg</td></tr></tbody></table> <p>d) Remove the weight/ loads from the platform and check Zero.</p>	Incremental load	Max permissible error	i) 1000kg	10kg	ii) 3000kg	10kg	iii) 5000kg	10kg	iv) 10000kg	20kg	v) 15000kg	20kg	vi) 20000kg	20kg	vii) 40000kg	30kg	viii) 50000kg	30kg	Monthly
Incremental load	Max permissible error																			
i) 1000kg	10kg																			
ii) 3000kg	10kg																			
iii) 5000kg	10kg																			
iv) 10000kg	20kg																			
v) 15000kg	20kg																			
vi) 20000kg	20kg																			
vii) 40000kg	30kg																			
viii) 50000kg	30kg																			
4.	To ensure servicing of the weighbridge by weighbridge manufacturer /authorized service agency	Quarterly																		
5.	To ensure sealing of the weighbridge (in the presence of RINL executive) to prevent tampering and access to unauthorized person.	Continuous																		
6.	To ensure calibration is done by the Weights and Measures Department and/or any other statutory authority. During calibration or adjustment or use of weighbridge, it is ensured that the environment is appropriate for valid measurement results.	Yearly																		
7.	To ensure deputation of HC/CA authorized representative for joint inspection conducted by a committee consisting of SY I/c, Branch Manager and Handling Contract/CA authorized representative	Monthly																		



SPECIAL CONDITIONS OF CONTRACT FOR HANDLING AND STORAGE OF STEEL MATERIAL OF RINL/VSP AT RETAIL YARD, VISAKHAPATNAM.

APPENDIX

APPENDIX TO SPECIAL CONDITIONS OF CONTRACT FOR HANDLING AND STORAGE OF STEEL MATERIAL OF RINL/VSP AT RETAIL YARD, VISAKHAPATNAM.

<p>Minimum number of Decoiling/ Straightening and cutting machines for Plain Wire rod /Rebar Coils to be deployed in working condition</p>	<p>a) Minimum two driven machines (one machine with automatic bending facility).</p> <p><u>Capacity per machine</u> = $\frac{30 \text{ MT / shift}}{\text{m/c speed}}$ <u>is 110 metres per minute</u> x 60mins x 8 hours x 0.623 avg sec wt Kg/metre) / 1000 kg</p> <p>Minimum required tonnage = 1800 MT / month with capability to maintain tolerance in length as per standard/as stipulated by Eng-i/c. HC shall install required additional m/c within 1 month from notice given by Eng-i/c to increase St. volume.</p> <p>Decoiling, Straightening and cutting of plain wire rods / Rebars in coils into straight length of 9-12 mtrs, and bundling (bundle weight as instructed by the company) the same wherever required (strapping at minimum 6 places of the bundle) and transferring of heat numbers and color codings to the respective bundles. Bundling material& Identification tags/stickers shall be issued by VSP free of cost. The material to be delivered in straight length or bend as per the requirement.</p> <p>The Decoiling contractor's operations would include picking up the Rebar Coils from the stack at the designated area for operation, de-coil, straighten and cut the coils into straight length bars on specific instructions of the company. The cut length materials will be machine bent (as and when required),wrapping (as and when instructed by the company for which wrapping material shall be supplied by RINL) and bundled and will be stacked in an organized manner at the designated area for operation.</p> <p>The contractor shall carry out Bundling and Tagging of decoiled TMT Bars as per the following details:</p>
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	<p>Bundles of straight length TMT will normally be made of approx. 2.5 MT (i.e. of 3 Coils) and/or approx. 1.5 MT (i.e. of 2 coils). Bundles of U-Bend TMT will normally be made of 100 Kg with following number of pieces size wise:</p> <p>8mm-20nos 10mm-12nos 12mm-9 nos.</p> <p>However, as per requirement, there may be some reasonable variation to the size of the bundles and quantity from the details stated above.</p>
Amount of SD towards security of material and performance Security (PS)	<p>1) HC shall furnish the Security Deposit towards security of material for Rs 80 lakhs (Rupees Eighty lakhs) within the specified period of 30 (thirty) days from the date of issue of letter of Acceptance.</p> <p>2) HC shall furnish the Performance Security of Rs 16.30 lakhs (Rupees sixteen lakhs thirty thousand only) in the form of Bank Guarantee within the specified period of 30 (thirty) days from the date of issue of Letter of acceptance.</p>



<p>Minimum number of Tyre mounted mobile cranes to be deployed in working condition, each capable of handling 10 to 12 MT or more</p>	<p>a) Minimum 2 cranes.</p> <p>b) In case the average six months receipt quantity exceeds 1000 MT per month, additional cranes shall be deployed as given below.</p> <table border="1" data-bbox="691 434 1369 640"> <tr> <th>Average six month receipt quantity (MT)</th><th>Additional no of cranes</th></tr> <tr> <td>1000 to 3000 MT</td><td>2</td></tr> <tr> <td colspan="2">Additional two cranes for every increase in 3000 MT thereof</td></tr> </table> <p>c) The contractor shall deploy minimum 2 numbers of cranes and deploy additional cranes as per the increase in the average six months receipt quantity as per the table mentioned at (b) above, within 7 days of date of intimation by executive-in-charge, failing which penalty will be applicable as stipulated for non-compliance of instructions in the contract terms and conditions .In the event of failure of the contractor to deploy the additional cranes within 3 days after levy of penalty, the company shall engage outside agency to deploy additional cranes at the risk and cost of the contractor and recover such additional expenditure from the contractor.</p> <p>In case, the average six months quantity decreases, the contractor shall be permitted to withdraw the additional cranes , on the written request of the contractor .</p>	Average six month receipt quantity (MT)	Additional no of cranes	1000 to 3000 MT	2	Additional two cranes for every increase in 3000 MT thereof	
Average six month receipt quantity (MT)	Additional no of cranes						
1000 to 3000 MT	2						
Additional two cranes for every increase in 3000 MT thereof							



Prices to be quoted in Price RFX (e-bid). However, the following information is given for better understanding for bidders for quoting the rates in Price RFX.

- (1) **Schedule of operation and rate-I** of Price Bid: The rates are fixed by RINL/VSP and the tenderer has to accept the same for all items mentioned at Schedule of operation and rate-I of Price Bid (Part-B).
- (2) **Schedule of operation and rate-II** of Price Bid: The rates (Rs/T) for the BOQ items mentioned at Schedule of operation and rate-II of Price Bid (Part-B) are to be quoted by the tenderer in Price RFX.
- (3) Annexure-3 of Price Bid: Illustrations for finalization of the L-1 rates/e-Tender.



VISAKHAPATNAM STEEL PLANT

SCHEDULE OF RATES

1. The Company (RINL/VSP) shall pay to the Handling Contractor (HC) as per the rates finalised on the basis of evaluation of L-1 rates as mentioned at clause no 31 of instructions to tenderers for the operations described herein carried out on the specific written instructions of the Company covering all the points mentioned in the descriptions involving mechanical and manual operations as per General Terms and Conditions of Contract and Special Conditions of Contract for Steel separately. The payments shall be made by Electronic Fund Transfer to the bank account of HC.
2. The rates finalised against each item will be for the complete work and will be deemed to include the cost of all materials, consumables, labour, tools, tackles, plant, cranes, machinery (along with electricity charges), trucks, trailers, equipments, etc completely required for due performance of the work as per instructions of the Company or it's authorized representative.
3. Material brought to the weighbridge / material loaded into Customer's transport/contractors transport in excess of the required quantity shall be put back in its original stack by the HC at no extra cost.
4. In case weighment is required to be done outside, due to reasons not attributable to the HC, the weighment charges incurred by the HC shall be reimbursed at actuals on production of weighbridge receipt.
5. Steel items are to be handled by crane only. Loading and unloading of Steel is envisaged to be handled by Crane. Where certain Steel material is required to be loaded manually, the Handling Contractor shall do so after obtaining written permission of the Company. In case of Steel material loaded manually, without obtaining written permission of the Company, payment shall be made at the rate applicable for Crane loading.
6. The rates under various items of the Schedule of Rates for Steel shall be applicable for all steel materials irrespective of their category/ Size/Grade and irrespective of the weight of each piece/bundle.
7. The HC shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the HC in connection with discharge of his obligations under this Contract except Goods and Service Tax (GST). No increase on the quoted rates shall be allowed on account of any increase in statutory levies mentioned above except GST. The company shall pay the GST claimed by HC in the 'tax invoice' raised and as certified by the company. The 'tax invoices' raised by HC shall be serially numbered and shall contain all the details as required under Rule 46 of CGST Rules.



(Part-B)

FORMAT OF PRICE BID

FOR HANDLING AND STORAGE OF STEEL MATERIALS OF VSP AT RETAIL YARD, VISAKHAPATNAM

(SCHEDULE OF OPERATIONS AND RATES -I

Sl no	Description of Item	Rate fixed by VSP for Steel Items in Rs / MT
1	Carrying out various operations as below as per the requirement of the Company on instruction from Engineer i/c.	
1 (a)	Cutting of material into two pieces and bundling the same wherever required (Not applicable for longitudinal cutting).	67/-
1 (b)	Bending of material and bundling the same wherever required	211.26
1 (c)	Bundling of material. Bundling (bundle weight as instructed by the company) the same wherever required (at minimum 6 places of the bundle) and transferring of heat numbers and color codings to the respective bundles (Coils/bundling material in size 5.5 to 6.5 mm shall be issued by VSP free of cost)	11/-
1 (d)	Decoiling, Straightening, cutting, & bundling of plain wire rods / Rebars in coils into straight length of 9-12 mtrs, <ul style="list-style-type: none"> • bundle weight as instructed by the company • strapping at minimum 6 places of the bundle • wrapping whenever required by the company • bundling material (straps & clips) & wrapping material & identification tags/stickers shall be issued by VSP at free of cost • transferring of heat numbers and color codings to the respective bundles • The material to be delivered in straight length or bend as per the requirement. 	269/-
1 (e)	Deployment of Unskilled labour for executing job assigned by the Executive In Charge. Rate shall be quoted per day of 8 hours per man.	546

1.By submission of the tender, the tenderer accepts the rates fixed by RINL/VSP for all items mentioned at **Schedule of operation and rate-I** of Price Bid (Part-B) .



2. It may be noted that the above rates are fixed by RINL/VSP and the base date for these items shall be same as the base date of other items of **Schedule of operation and rate-II** of Price Bid (Part-B) (to be quoted/awarded).
3. The above rates are exclusive of GST.
4. The Above rates at (Sl no 1(a), 1(b), 1(c), 1(d)) are inclusive of removal from stack, bundling (strapping/tying at minimum 6 places for each bundle) & restacking, colour coding / identification tags with details to be provided in all bundles after above operations.



(Part-B)

SCHEDULE OF OPERATIONS AND RATES -II

To be quoted by Tenderer in Price RFx (Part-B) only but not here)

FOR HANDLING AND STORAGE OF STEEL MATERIALS OF VSP AT RETAIL YARD, VISAKHAPATNAM

Item no	Description of Work	Steel materials	
		Estimated Qty (MT per annum)	Rate per MT (Rs)
I	Operation-1: Unloading from truck/trailer/vehicle, sorting & stacking. Operation-2: Delivery	36000	(to be quoted in PRICE RFx only. Not to be quoted here)

1. Only one consolidated rate excluding GST covering two major operations (viz. **Operation-1:** unloading from truck/trailer/vehicle, sorting & stacking, and **Operation-2:** delivery) to be quoted.
2. Rate of each operation would deem to be 50% of the consolidated rate for effecting payment towards each operation performed or desired to be performed by the company.
3. Rate for Restacking and Stock verification shall be 100 % of the consolidated rate quoted in this schedule. However the contractor shall provide adequate number of truck/ trailers at their cost to facilitate stock verification and stacking including weighment.
4. Unloading would mean unloading of material from trucks/trailers/Vehicles, received in the stockyard by road from Visakhapatnam Steel Plant,Vizag/ VSP stockyard and other locations, after weighment. No weighment charges are admissible except for weighment, if any, on public weighbridge, in which case, the weighment charges will be restricted to the actual payment made to the owner of the public weighbridge.
5. Stacking would mean stacking of material with dunnage underneath as per stacking plan / handling and storage guidelines / other instructions issued by the Executive in charge from time to time, and section wise / size wise / grade wise sorting, marking / painting for identification of products and putting up bay / bin wise painted boards. Cost of paint, etc., for marking and painting will have to be borne by the Contractor since this is a part of stacking. No separate charges shall be paid for sorting as sorting is a part of stacking. Material for dunnage shall be provided by the Company.
6. Delivery would mean Removal of material from stack as advised by the company, loading into customers transport / Company's authorized transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.



7. The rates shall be inclusive of charges for security of the material from the stage of receipt at stockyard, equipment, tools & tackles, labour required for handling of steel, vehicle required for Stock Verification, maintenance and upkeep of the yard and infrastructure.
8. The materials brought to the weigh bridge / weighing scale in excess of the required quantity shall have to be put back at its original place by the contractor. No separate charges are admissible for this operation.
9. Items where the fixed rates are given by RINL/VSP as mentioned at Schedule of operation and rate-I of Price Bid (Part-B) Annexure VII above will not be considered for evaluation purpose / financial ranking purpose.
10. By submission of the tender, it is implied that the tenderer has accepted the Fixed Rates declared by VSP for the items mentioned at Schedule of operation and rate-I of Price Bid (Part-B) Annexure VII above.
11. For final evaluation of the tender, please refer to clause no 31 and 32 of Instructions to tenderer. For illustration please refer Annexure-3 of price bid (Part-B) .



(Annexure-3 of Price bid)

For better understanding of finalization of the L-1 rates/tender the following illustrations are given

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

Illustration: 1

The rate per ton quoted by the individual parties against the item no 1 (Item mentioned in Schedule of operation and rate-II of price bid) in price RFx bids and reverse e-auction respectively

All rate in Rs/ MT		
Party Name	Price RFx	Reverse auction
Party 1	250	275
Party 2	350	300
Party 3	280	300
Party 4	400	375
Party 5	330	350

From the above, the L-1 contract value is getting arrived from the lowest of the ten bids quoted in Price RFx and reverse e-auction i.e. Party -1 with their quoted rate of Rs **250/- in price RFx**.

Illustration: 2

The rate per ton quoted by the individual parties against the item no 1 (Item mentioned in Schedule of operation and rate-II of price bid) in price RFx bids and reverse e-auction respectively

All rate in Rs/ MT		
Party Name	Price RFx	Reverse auction
Party 1	275	340
Party 2	300	260
Party 3	325	330
Party 4	375	400
Party 5	350	390

From the above, the L-1 contract value is getting arrived from the lowest of the ten bids quoted in Price RFx and reverse e-auction i.e. Party -2 with their quoted rate of Rs **260/- in reverse auction**.

Illustration: 3



The rate per ton quoted by the individual parties against the item no 1 (Item mentioned in Schedule of operation and rate-II of price bid) in price RFx bids and reverse e-auction respectively.

All rate in Rs/ MT

Party Name	Price RFx	Reverse auction	E
Party 1	275	340	
Party 2	300	260	
Party 3	325	Not quoted	
Party 4	375	400	
Party 5	350	390	

From the above, the L-1 contract value is getting arrived from the lowest of the **nine** bids quoted in Price RFx and reverse e-auction i.e. Party -2 with their quoted rate of Rs **260/- in reverse auction.**

Illustration: 4

The rate per ton quoted by the individual parties against the item no 1 (Item mentioned in Schedule of operation and rate-II of price bid) in price RFx bids and reverse e-auction respectively

All rate in Rs/ MT

Party Name	Price RFx	Reverse auction	E
Party 1	275	340	
Party 2	300	260	
Party 3	325	330	
Party 4	250	Not quoted	
Party 5	350	390	

From the above, the L-1 contract value is getting arrived from the lowest of the **nine** bids quoted in Price RFx and reverse e-auction i.e. Party -4 with their quoted rate of Rs **250/- in price RFx.**