


	राष्ट्रीय इस्पात निगम लिमिटेड विशाखपटनम इस्पात संयंत्र विशाखपटनम	RASHTRIYA ISPAT NIGAM LIMITED VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM
(A Govt. of India Enterprise) PROJECTS DIVISION, CONTRACTS DEPARTMENT PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031		
NOTICE INVITING TENDER (NIT) CORRIGENDUM NO.1 DTD.01.04.14 TO OPEN TENDER NOTICE No.VSP-62 OF 2013-14 DTD.10.03.2014		
Sealed tenders in the prescribed form are invited from experienced contractors for the following work:		
<u>Name of the work:</u> Mobilization, Installation, Operation and Maintenance of Mobile RO units along with Pre-treatment for Desalination of Sea Water and pumping Treated Water to VSP makeup Network as per Specn.No. VSP/DEW-DS-044(R7).		
1. <u>The time schedule for the above tender is extended as mentioned below:</u>		
Last date & time of receipt of requisitions	: 16.30 hrs.(IST) on 11.04.14	
Last date & time for issue of tender documents	: 16.30 hrs.(IST) on 15.04.14	
Last Date & Time of receipt of tenders	: 14.30 hrs.(IST) on 22.04.14	
Date & Time of opening of tenders	: After 14.30 hrs.(IST) on 22.04.14	
2. <u>Tenderers are requested to note Addendum to ITT & GCC</u>		
Contact person: M.V.L.N.MURTHY, Dy. Manager (Project Contracts), Ph. No. 0891 – 2518277, Fax No. 0891 – 2518764 E-mail Id : hod_projcont@vizagsteel.com/projcont@vizagsteel.com		
The NIT & Tender documents is available in VSP's Website www.vizagsteel.com and NIT is also available in Govt. website www.tenders.gov.in .		
The bidder should refer to RINL's website regularly for any corrigendum.		
<div style="text-align: right;">DGM(Project Contracts) I/c</div>		
<div style="text-align: center;"> RINL Vigilance  TOLL FREE NUMBER: 1800 425 8878 </div>		

	राष्ट्रीय इस्पात निगम लिमिटेड विशाखपट्टनम इस्पात संयंत्र विशाखपट्टनम	RASHTRIYA ISPAT NIGAM LIMITED VISAKHAPATNAM STEEL PLANT VISAKHAPATNAM
(A Govt. of India Enterprise) PROJECTS DIVISION, CONTRACTS DEPARTMENT PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031		
<u>NOTICE INVITING TENDER (NIT)</u> <u>OPEN TENDER NOTICE No.VSP-62 OF 2013-14 DTD.10.03.2014</u>		
Sealed tenders in the prescribed form are invited from experienced contractors for the following work:		
<u>Name of the work:</u> Mobilization, Installation, Operation and Maintenance of Mobile RO units along with Pre-treatment for Desalination of Sea Water and pumping Treated Water to VSP makeup Network as per Specn.No. VSP/DEW-DS-044(R7).		
<u>The time schedule for the above tender is as below:</u>		
Last date & time of receipt of requisitions	: 16.30 hrs.(IST) on 22.03.2014	
Last date & time for issue of tender documents	: 16.30 hrs.(IST) on 25.03.2014	
Last Date & Time of receipt of tenders	: 15.00 hrs.(IST) on 01.04.2014	
Date & Time of opening of tenders	: After 15.00 hrs (IST) on 01.04.2014	
Contact person: M.V.L.N.MURTHY, Dy. Manager (Project Contracts), Ph. No. 0891 – 2518277, Fax No. 0891 – 2518764 E-mail Id : hod_projcont@vizagsteel.com/projcont@vizagsteel.com		
The NIT & Tender documents is available in VSP's Website www.vizagsteel.com and NIT is also available in Govt. website www.tenders.gov.in .		
The bidder should refer to RINL's website regularly for any corrigendum.		
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राष्ट्रिय [spat nigam limited]
विशाखपटनम [spat plant]
विशाखपटनम

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM

(A Govt. of India Enterprises)

PROJECTS DIVISION

CONTRACTS DEPARTMENT, PROJECT OFFICE, A-BLOCK, VISAKHAPATNAM-530 031
Grams: UBEAM Phones: (+91) 891 – 2518277 Fax: (+91) 891– 2518764 E-mail Id:
hod_projcont@vizagsteel.com, projcont@vizagsteel.com
Web site: www.vizagsteel.com

NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE No.VSP-62 OF 2013-14 DTD.10.03.2014

Sealed tenders in the prescribed form are invited from experienced contractors for the following work:

1. Name of the work:

Mobilization, Installation, Operation and Maintenance of Mobile RO units along with Pre-treatment for Desalination of Sea Water and pumping Treated Water to VSP makeup Network as per Specn.No. VSP/DEW-DS-044(R7).

Cost of Tender Document (Non-Refundable)		Completion Period	Earnest Money Deposit
By hand/ By downloading	By Post	240 days with 150 days commissioning and stabilization period from date of LOA.	Rs.37,50,000/-
Rs.3000/-	Rs.5000/-		

2. Brief Scope of work:

The Scope of work is to draw sea water, treat it and pump it in to purchaser's make-up water network in CO&BPP of Visakhapatnam Steel Plant, utilizing existing DN315 marine discharge pipeline, as detailed else where in the tender specification. It shall include mobilization, installation, operation and maintenance of mobile RO units (Container/Ship based) along with all equipments required to draw sea water, providing lining in the sump/channel to avoid seepage, pretreatment units, treat it in mobile RO unit to makeup water quality and pump treated water to VSP makeup net work by utilizing existing marine outfall pipeline, discharging rejects to sea by suitably separating the pipeline with an isolation valve & NRV is included in the scope of the tenderer along with electrical, mechanical, automation, civil & structural works.

3. Procurement of tender document:

The tender document can be procured / obtained -

- By downloading from VSP website www.vizagsteel.com
- By hand (i.e., collection in person) / by post from the office of DGM (Project Contracts) I/c, Project Office, A-Block, Room No.9, Visakhapatnam Steel Plant, Visakhapatnam-530 031 **on a written request on bidder's letter head and payment of tender cost as above.**
- Last date & time of receipt of requisitions from those who wish to collect tender document in person/post **up to 16.30hrs (IST) on 22.03.2014.**
- Last date & time for issue of tender documents is **up to 16.30 hrs (IST) on 25.03.2014.**

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- v) Cost of Tender document(s) shall be paid in the form of **Demand Draft/ Bank Pay Order/Bankers Cheque** obtained from any Nationalized or scheduled bank drawn in favor of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant payable at Visakhapatnam. **No other mode of payment will be acceptable.**

THE COST OF TENDER DOCUMENT(S) WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.

- vi) Earnest Money Deposit (EMD):

EMD shall be submitted in the form of **DD/BC/PO/BG** (refer Instructions to tenderer).

EMD submitted in the form of Banker's Cheque, Pay Order or Demand Draft shall be drawn on Nationalized Banks or Scheduled Commercial Bank in India in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, payable at Visakhapatnam. In case of BG, the same shall be from any of the Nationalized Bank or scheduled commercial bank.

4. **Eligibility Criteria (Pre-Qualification Criteria) for consideration of Tender:**

- a) Cost of the tender document (only in case the tender is downloaded from website).
- b) Earnest Money Deposit (EMD) in the form as indicated at point no. 3 vi) above.
- c) The Tenderer, alone or as a consortium, shall have an average annual turnover of **Rs.12.03 Crores**, during the last three (3) financial years, i.e. 2010-11, 2011-12 & 2012-13. The tenderer shall submit audited annual financial reports for the above 3 financial years in support of their meeting the stipulated financial requirements.
- d) Letter confirming unconditional acceptance to VSP's terms and conditions as per tender document.
- e) Tenderer is required to unconditionally accept the **"Integrity Pact"** enclosed to the detailed NIT as Appendix-I and shall submit the same duly signed along with the offer in **Envelope-I**. Offer of the tenderer received without Integrity pact duly signed shall not be considered.
- i) The contact details of the Nodal Officer for the Integrity Pact Programme are as follows:

Shri S.K.Gupta,
General Manager (MM) & Nodal Officer, IP,
Room No.429, 3rd Floor, Administrative Building,
Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant,
Visakhapatnam – 530 031 (AP) INDIA,
Ph.No. (+91)891 -2518753/2518756, Mobile No.: 9866185257,
Fax No.: (+91)891-2518683
Email Id: guptask@vizagsteel.com

- ii) Names of the Independent External Monitor (IEMs) are as under:

1. Shri. Venugopal K Nair IPS,
2. Shri.V. Velayutham, Ex-DG(RD) & SS, D/o Road Transport & Highways.

Bio-data and contact details of above IEMs are available at the RINL website, www.vizagsteel.com.

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5. **Form of tender submission (Refer Cl.no.16.0 of Instructions to the Tenderer):**

The Tenderers are requested to note that the offer shall be made in **Three sealed envelopes** (Envelope-I, Envelope-II, Envelope-III) as indicated below and the three envelopes shall be placed in an **outer cover** super scribed with **Name of work, tender notice number and due date and time of submission & opening of tender.**

- i) **First envelope** (to be super-scribed as "**Envelope-I**" with name of the work, tender notice number, due date & time of submission, self address, fax & telephone numbers) shall contain -

- a) Cost of the tender document (only in case the tender is downloaded from website).
- b) Earnest Money Deposit (EMD) in the form as indicated at point no. 3 vi) above along with duly filled in Check list (in case EMD is submitted in the form of BG) as per Appendix-12 of VSP-GCC-RO UNIT.

The following documents shall be submitted in 3 (three) sets i.e., (1-original & 2-copies)

- c) "Integrity Pact" as mentioned at Sl. No.4 (e) above.
 - d) Audited balance sheets or Turnover certificates in the prescribed format of VSP duly signed by a practicing chartered accountant/Cost accountant (format is available in the website) or TDS Certificate(s) comprising of the gross bill values insured by the deductor for the works done by the tenderer for proof of turnover duly attested (i.e., signed with business/ official stamp).
 - e) Duly signed Bank Account details for e-payment (refund of EMD/SD etc.) as per the format (available as Appendix-9 of VSP-GCC RO UNIT).
 - f) An undertaking confirming that the tenderer will submit the detailed break-up of the quoted price (total price) showing break-up of statutory levies like Excise Duty/and CVD and Education Cess thereon, CST, APVAT along with the break-up of amount and relevant percentage before placement of LOA or at least within 30 days from the date of placement of LOA.
 - g) Attested copy of Service Tax Registration Certificate/Letter of undertaking to submit Service Tax Registration in the event of becoming L-1.
 - h) Other documents (refer para 5.0, 6.0 and 15.0 of Instructions to tenderer of VSP-GCC RO UNIT).
 - i) Letter confirming unconditional acceptance to VSP's terms and conditions as per tender document.
 - j) Check List (as mentioned at Cl. no. 21.0 of 'Instructions to the Tenderer' of VSP-GCC RO UNIT) along with its enclosures.
- ii) **The Second envelope** (to be super-scribed as "**Envelope-II – Technical & Commercial offer**" with name of the work, tender notice number, due date & time of submission, self address, fax & telephone numbers) shall contain-
- (a) Part-I: Technical offer **ten** sets (one original + nine copies).

➤ **Refer 16.3 of Instructions to the tenderer of VSP-GCC RO UNIT.**

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- (b) Part-II: Commercial offer **ten** sets (one original + nine copies).

➤ **Refer 16.4 of Instructions to the tenderer of VSP-GCC RO UNIT.**

- (c) Signed copy of Blank Price schedule duly marked with "**XXX**" in the respective places, as applicable, shall be submitted along with the offer. **The tenderer shall confirm that no terms/conditions are written on the price bid.**

- iii) **Third envelope** (to be super-scribed as "**Envelope-III – Price Schedule for Quantity 9,00,000 cum**" with name of the work, tender notice number, due date & time of submission, self address, fax & telephone numbers) shall contain-

Price bid in **original only** in VSP's prescribed format as given in the tender document [**refer Annexure-2 of Technical Specification i.e., Price Schedule for Quantity 9,00,000 cum**].

All pages are to be duly signed by the Tenderer.

6. **Date, time & place of submission:**

Tenders will be received in the Office of DGM(Project Contracts) I/c, Project Office, "A" Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam-530 031 **up to 15.00 hrs (IST) on 01.04.2014.**

7. **Procedure for opening of tender:**

The tenders shall be opened in the presence of authorized representatives of the tenderers who may choose to be present.

- i) The Envelope-I [refer para-(5 i)] shall be opened immediately after the last date and time of receipt of tenders i.e., **after 15.00 hrs (IST) on 01.04.2014** for verification of cost of tender document, EMD, PQC requirement and Additional supporting documents.
- ii) Envelope-II (Techno-Commercial Offer) shall be opened thereafter normally on satisfactory fulfillment of requirements of Envelope-I or at a later date and time which shall be intimated.
- iii) Time, date and venue of opening of Envelope-III (Price bid) shall be intimated at a later date to the tenderers whose offers are found technically and commercially acceptable.

8. The entire 'tender document' can be downloaded from our web site **www.vizagsteel.com** consisting of following files:

- i) Notice Inviting tender NIT No.VSP-62 of 2013-14 dtd.10.03.2014 along with one (1) Annexure.
- ii) Instruction to Tenderer (ITT) & General Conditions of Contract (GCC) [VSP-GCC RO UNIT]
- iii) Technical Specification No.VSP/DEW-DS-044(R7) along with Price Schedule i.e., Annexure-2
- iv) Drawings

The NIT can also be downloaded from Govt. web site **www.tenders.gov.in**

The documents referred at (i) to (iv) above can be downloaded from VSP web site www.vizagsteel.com → TENDERS → PROJECT CONTRACTS → Register Yourself → Log In → TENDERS PROJECT CONTRACTS → View/save = Complete tender Document

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9. The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in the website are final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from our website/ issued are found tampered/ altered/ incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.
10. It will be presumed that the Tenderer have gone through the entire tender document available in web site which shall be binding on them.
11. The tenderer shall download the "TENDER DOCUMENT" available on the website in totality and submit the same duly signed on each page in Envelope –II.
12. If it comes to the notice of VSP at any stage right from request for enlistment/ tender document that any of the certificates/ documents submitted by applicant for enlistment or by bidders are found to be false /fake /doctored, the party will be debarred from participation in all VSP tenders for a period of 05(Five) years including termination of contract, if awarded. EMD/Security Deposit etc., if any will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation any where in VSP will also be terminated with attendant fall outs like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc., Decision of VSP Management will be final and binding.
13. Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of PF Registration/ ESI registration/experience/ qualification/ any other documents etc., submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders.
14. Tender documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay/ loss/ any website related problems in downloading the tender documents etc.
15. RINL reserves the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency (c) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of without any liability to RINL and without being liable to refund the cost of tender documents thereupon.
16. One representative shall represent one firm only for collection of tender document.
17. The tenderer shall furnish complete details of works executed, works in hand and details of plant and machinery in prescribed format and also give further details as sought during Techno-commercial discussions. Non-compliance of this condition may result in the tender getting disqualified.

18. The tenderer shall furnish the details of contact person's name, Phone No. (Direct), and Fax No., Mobile No. and e-Mail ID (active) for taking up the matters related to technical & commercial. Tenderer shall necessarily indicate Contact Fax Number and Valid and active E-Mail addresses in their offer. Communication given through the fax numbers / E-Mail IDs indicated shall be deemed as duly delivered to the tenderer.
19. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.
20. Tenders submitted against the NIT/ Tender shall not be returned in case the tender opening date is extended/ postponed. Tenderers desirous to modify their offer(s)/ terms may submit their revised/ supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).
21. VSP reserves the right to check the authenticity of the documents/certificates submitted and / or very performance of the tenderers in the works executed by them earlier from their clients. In case the report of the client shows bad/ poor/ unsatisfactory performance rating, then the offer of the tenderer is liable for rejection.
22. Tenderers are requested to send communication by e-mail to the following email addresses for faster communication hod_projcont@vizagsteel.com OR projcont@vizagsteel.com.
23. RINL reserves the right to reject the offers of the tenderers whose performance is poor in awarded/ ongoing works, if any.
24. VSP shall not entertain any revised price/revision in price basing on the technical discussions unless VSP itself changes specifications/scope when compared to Tender Specifications/Scope, which calls for revision in the estimate.
25. VSP reserves the right to open original price bid, if felt necessary, in case the tenderer is allowed to submit revised price bid.
26. Successful tenderers shall submit PF & ESI registration codes before commencement of contract.
27. Interest free advance shall not be considered.
28. Tender papers will not be issued to parties up to a maximum period of two years from the date of such communication, who failed to execute the work awarded to them earlier and was terminated due to unsatisfactory performance or the work was withdrawn either fully or in part due to unsatisfactory performance. The decision of the Employer in this regard will be final & binding.
29. Tenderers are permitted to submit their offers as a Consortium, for the subject tender. In the case of a Tenderer participating in a consortium, the Tenderer along with his Consortium members must fulfill the requirements as stipulated in Clause No. 15.3 of ITT-GCC (VSP-GCC RO UNIT).

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30. VSP, after opening of tender/bid document, may seek, in writing, documents/ clarifications which are necessary for evaluation of tender/bid document from the tenderers/ bidders or issuing authority for confirmation of eligibility/ pre-qualifications stipulated in the NIT.
31. If a tenderer submits more than one tender, then all the tenders submitted by the said tenderer shall be rejected.
32. At any time prior to the deadline for submission of the bids, the Project Contracts Dept may for any reason, modify the tender terms and conditions by way of an amendment. Such amendments will be notified on RINL's Website at regular intervals.
33. Tenderer shall submit an undertaking indicating that the detailed break-up of the quoted price (total price) showing break-up of statutory levies like Excise duty and/or CVD & education cess thereon, CST, APVAT along with the break-up of amount and relevant percentages shall be submitted before the award of work or atleast within 30 days from the date of placement of LOA.
34. Tenderers shall note that RINL can avail Cenvat credit on Excise duty/CVD & Service tax for the subject work except on civil works i.e. Construction of a building or a civil structure or part thereof, laying of foundation or making of structures for support of Capital goods, if any.

DGM (Project Contracts) I/c

RINL Vigilance  TOLL FREE NUMBER: 1800 425 8878

INTEGRITY PACT

Rashtriya Ispat Nigam Limited (RINL) hereinafter referred to as **"The Principal"**,

And

..... hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **<Mobilization, Installation, Operation and Maintenance of Mobile RO units along with Pre-treatment for Desalination of Sea Water and pumping Treated Water to VSP makeup Network as per Specn.No. VSP/DEW-DS-044(R7)>**. 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 PC Act/applicable law, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

- (1) The Bidder(s)/ Contractor(s) commits to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.
- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the PC Act/applicable law; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of a foreign supplier/contract Agency, if any. Further details, as mentioned in the *Guidelines on Indian Agents of Foreign "Suppliers/contract agencies"*, shall be disclosed by the Bidder(s)/ Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

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

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

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

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of *Section 2* above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under *Section 2* above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/ Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgressions:

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

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

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer 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 PC Act/applicable law.
- (9) Expenses of IEM shall be borne by RINL/VSP as per terms of appointment of IEMs.
- (10) The word '**Monitor**' means Independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

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

(For & On behalf of the Principal)
(Office Seal)

Place -----

Date -----

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

**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/alongwith 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.
