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

PROJECTS DIVISION, CONTRACTS DEPARTMENT
PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031

CORRIGENDUM NO. 2 DTD.28.01.2015 TO
NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE NO: VSP–38 OF 2014-15, DATE: 15.12.2014

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

Name of the work:
Plant water system including Fire Detection & Alarm & Fire Fighting and ACVS system for one number Turbo Blower (TB#5) along with associated facilities. (Specification. No. MEC/S/11/S3/Q74T/003)

Tenderers are requested to note that only the time schedule for the subject work is extended as indicated below:

Last date & time for receipt of requisitions and issue of tender documents (by hand/post)	:	Upto 16.30 hrs.(IST) on **05.02.2015**
Last Date & Time of receipt of tenders	:	Upto 15.00 hrs.(IST) on **12.02.2015**
Date & Time of opening of tenders	:	After 15.00 hrs.(IST) on **12.02.2015**

Contact person: Sri M.P. Gupta, Manager(Project Contracts),
Ph. No. 0891 – 2518277, Mob. No.09866614000,
Fax No. 0891 – 2518764
E-mail Id : hod_projcont@vizagsteel.com/projcont@vizagsteel.com

The detailed NIT & Tender document can be downloaded from **www.vizagsteel.com.**
(www.vizagsteel.com →TENDERS → PROJECT CONTRACTS →Register Now -→Log In→ TENDERS → PROJECT CONTRACTS→ View/save = Complete tender Document.)

The detailed NIT is also available at **www.tenders.gov.in.**

Sd/-
GM (Project Contracts)

RINL VIGILANCE → TOLL FREE NUMBER: 1800 425 8878

Note: "The bidder should refer to RINL's website regularly for any corrigendum".

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(A Govt. of India Enterprise)

PROJECTS DIVISION, CONTRACTS DEPARTMENT
PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031

CORRIGENDUM NO. 1 DTD.09.01.2015 TO
NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE NO: VSP–38 OF 2014-15, DATE: 15.12.2014

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

Name of the work:
Plant water system including Fire Detection & Alarm & Fire Fighting and ACVS system for one number Turbo Blower (TB#5) along with associated facilities. (Specification. No. MEC/S/11/S3/Q74T/003)

Tenderers are requested to note that:

i) Corrigendum No.1 to Technical Specification No. MEC/S/11/S3/Q74T/003 has been issued. Kindly refer to tender document.

ii) The time schedule for the subject work is extended as indicated below:

Last date & time for receipt of requisitions and issue of tender documents (by hand/post)	:	Upto 16.30 hrs.(IST) on **19.01.2015**
Last Date & Time of receipt of tenders	:	Upto 15.00 hrs.(IST) on **28.01.2015**
Date & Time of opening of tenders	:	After 15.00 hrs.(IST) on **28.01.2015**

Contact person: Sri M.P. Gupta, Manager(Project Contracts),
Ph. No. 0891 – 2518277, Mob. No.09866614000,
Fax No. 0891 – 2518764
E-mail Id : hod_projcont@vizagsteel.com/projcont@vizagsteel.com

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Sd/-
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(A Govt. of India Enterprise)

PROJECTS DIVISION, CONTRACTS DEPARTMENT
PROJECT OFFICE "A" BLOCK, VISAKHAPATNAM-530 031

NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE NO: VSP–38 OF 2014-15, DATE: 15.12.2014

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

Name of the work:
Plant water system including Fire Detection & Alarm & Fire Fighting and ACVS system for one number Turbo Blower (TB#5) along with associated facilities. (Specification. No. MEC/S/11/S3/Q74T/003)

Last date & time for receipt of requisitions for tender documents (by hand/post)	:	Upto 16.30 hrs.(IST) on **03.01.2015**
Last date & time for issue of tender documents (by hand/ post)	:	Upto 16.30 hrs.(IST) on **05.01.2015**
Last Date & Time of receipt of tenders	:	Upto 15.00 hrs.(IST) on **12.01.2015**
Date & Time of opening of tenders	:	After 15.00 hrs.(IST) on **12.01.2015**

Contact person: Sri M.P. Gupta, Dy. Manager(Project Contracts),
Ph. No. 0891 – 2518277, Mob. No.09866614000,
Fax No. 0891 – 2518764
E-mail Id : hod_projcont@vizagsteel.com/projcont@vizagsteel.com

The detailed NIT & Tender document can be downloaded from **www.vizagsteel.com.**
(www.vizagsteel.com →TENDERS → PROJECT CONTRACTS →Register Now -→Log In→ TENDERS → PROJECT CONTRACTS→ View/save = Complete tender Document.)

The detailed NIT is also available at **www.tenders.gov.in.**

Sd/-
GM (Project Contracts)

RINL VIGILANCE → TOLL FREE NUMBER: 1800 425 8878

Note: "The bidder should refer to RINL's website regularly for any corrigendum".

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(**A Govt. of India Enterprises**)

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

DETAILED NOTICE INVITING TENDER (DNIT)
OPEN TENDER NOTICE NO.VSP-38 of 2014-15 Dated 15.12.2014

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

1. Name of the work:
Plant water system including Fire Detection & Alarm & Fire Fighting and ACVS system for one number Turbo Blower (TB#5) along with associated facilities. (Specification. No. MEC/S/11/S3/Q74T/003).

Cost of Tender Document (Non-Refundable)		Completion period	Earnest Money Deposit
By hand/ By downloading	By Post		
` 3,000/-	` 5,000/-	16 months from date of issue of FAX LOA	` 37,50,000/-

2. Nature and scope of work:

The brief scope of work includes design, engineering, manufacture, testing, procurement of materials, /fabrication and supply of all equipment, arranging Purchaser's/Consultant's inspection, packing and forwarding, delivery at site, unloading and storing at site, transportation to the place of installation, custody, erection, interconnections, testing, painting, commissioning and post-commissioning of all equipment individually and the total system as a whole on total turn- key basis including civil and structure work complete in all respects as per Specification No. MEC/S/11/S3/Q74T/003.

3. Cost of tender document (CTD):

Cost of Tender documents(s) shall be paid in the form of Demand Draft/Pay Order/Bankers Cheque obtained from any Nationalised or scheduled bank drawn in favour 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.

4. Earnest Money Deposit (EMD):

EMD shall be paid in the form of **DD/BC/PO/BG.**
EMD submitted in the form of Banker's Cheque, Pay Order or Demand Draft shall be obtained from any Nationalised Banks or Scheduled Commercial Banks in India drawn in favour of "Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant" payable at Visakhapatnam.

EMD submitted in the form of Bank Guarantees (as per the format enclosed at Appendix-1 of GCC i.e., VSP-TK-02(Revised), January, 2012 shall be enforceable at Visakhapatnam. The issuing branch of the Bank shall indicate in their covering letter the full address and telephonic numbers of the controlling Branch of the Bank from where confirmation for the BG can be obtained.

5. Procurement of tender document:

The tender document can be procured/obtained -

i) by downloading from RINL web site **www.vizagsteel.com.**

ii) by hand (i.e., collection in person)/ by post from the office of GM(Project Contracts), Project Office, A-Block, Room No.9, Visakhapatnam Steel Plant, Visakhapatnam-530 031 **on a written request on bidders letter head and payments of tender cost as above**.

iii) Last date & time of receipt of requisitions from those who wish to collect tender document in person/post is **up to 16.30 hrs (IST) on 03.01.2015.**

iv) Last date & time for issue of tender documents is **up to 16.30 hrs (IST) on 05.01.2015.**

6. Eligibility Criteria for consideration of Tender:

6.1 Please refer **PART-A** of the tender document for Eligibility criteria.

6.2 Tenderer is required to unconditionally accept the "**Integrity Pact**" enclosed to the tender document and shall submit the same duly signed along with his offer in **Envelope-I**. Offer of the tenderer received without Integrity Pact duly signed shall not be considered. Integrity Pact format is enclosed to this DNIT as **Annexure-I**.

7. Offers submitted with following deficiencies in PQC documents/Financial instruments for EMD and CTD shall be rejected without seeking any clarifications/corrections for the same.

a) If there is evidence of Tampering/Unauthorized correction.

b) If value of financial instrument(s)/document(s) is falling short of the value stipulated in the NIT.

c) If validity of the BG(s) as on initial TOD is falling short of the minimum validity period stipulated in the tender.

d) If discrepancy exists in the name of Payee/Beneficiary.

e) If the bidder fails to submit CTD and/or EMD or in case of submission of a single instrument/document towards both CTD and EMD.

8. Form of tender submission:

The Tenderers are requested to note that -

(i) The offer shall be submitted in **THREE** sealed envelopes.

(ii) **First Envelope** (to be superscribed as "**Envelope-I"** with *name of the work, tender notice number, due date & time of submission, self address, fax & telephone nos.*) shall contain -

a) Letter of submission of Tender (refer page 6 of GCC i.e., VSP-TK-02(Revised), January, 2012).

b) Cost of the tender document (only in case the tender is downloaded from website).

c) Earnest Money Deposit (EMD) in the form as indicated at point no.4 above.

d) **Five (05) sets** (1 original + 4 copies) each of duly filled-in

- **PART-A** (Eligibility Criteria) and valid documentary evidences in support of Eligibility Criteria PART-A,
- **PART-B** (Check List)

- Other documents (refer **para 5.0, 6.0 and 15.0** of Instructions to the tenderer of Volume-I of Part-C of tender document VSP-TK-02(Revised), January, 2012 and duly signed "**Integrity Pact**".

e) Bank Account details (**in original**) as per Appendix-9 of GCC i.e., VSP-TK-02(Revised), January, 2012.

(iii) **Second Envelope** (to be superscribed as **"Envelope-II – Technical & Commercial offer"** with *name of the work, tender notice number, due date & time of submission, self address, fax & telephone nos.*) shall contain –

a) Part-I: Technical offer **Ten (10) sets** (1 original + 9 copies).
- Refer technical specification and para 16.3 of Instructions to tenderer of Volume-I of Part-C of tender document VSP-TK-02(Revised), January, 2012.

b) Part-II: Commercial offer **Ten (10) sets** (1 original+ 9 copies).
- Refer para 16.4 of Instructions to tenderer of Volume-I of Part-C of tender document VSP-TK-02(Revised), January, 2012.

Note: Signed copy of Blank Price Formats duly signed and marked with **"XXX"** in the respective places, as applicable, shall be submitted along with the technical offer.

c) One (01) Complete set of Tender document duly signed on each page.

(iv) **Third Envelope** (to be superscribed as "**Envelope-III – Price bid**" with *name of the work, tender notice number, due date & time of submission, self address, fax & telephone nos.*) shall contain-

Price Bid in **original only** in VSP's prescribed format as given at Appendix 15 of GCC i.e. Volume-I of Part-C of Tender document VSP-VSP-TK-02(Revised), January, 2012.
No terms & conditions shall be written in the price bid.

9. Date, time & place of submission:

Tenders will be received in the Office of GM(Project Contracts), Project Office, "A" Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam 530 031 **up to 15.00 hrs (IST) on 12.01.2015.**

10. Procedure for opening of tender:

In the presence of authorized representatives of the tenderers who may choose to be present,

i) **Envelope-I** shall be opened immediately after the last date and time of receipt of tender for verification of cost of tender document, EMD, Integrity Pact & Eligibility Requirement and supporting documents as per PART-A (Eligibility Criteria) of the tender document.

ii) **Envelope-II** shall be opened thereafter only on satisfactory fulfillment of eligibility criteria or at a later date and time, which shall be intimated.

iii) Time, date and venue of opening of **Envelope-III i.e., Price bid** of the tender will be intimated to those Tenderers whose offers are found technically and commercially acceptable.

11. The tender documents and other details can be downloaded from our web site **www.vizagsteel.com** consisting of following files:

i) Detailed Notice Inviting Tender, DNIT No. VSP–38 of 2014-15 dated 15.12.2014 along with Annexure-I ("Integrity Pact").
ii) Part-A Eligibility criteria
iii) Part-B Check List

iv) Part-C

- Volume-I General Conditions of Contract alongwith Letter of submission of Tender, Instructions to the Tenderers and Articles of Agreement, Price Schedules (Appendix-15) including: VSP-TK-02(Revised), January, 2012.
  Addendum-I to ITT & GCC (VSP-TK-02(Revised), January, 2012).
- Volume-II Technical Specification No. MEC/S/11/S3/Q74T/003 & Drawings alongwith Penalties for Non achievement of milestones.
- Volume-III General Specification & List of preferred makes.

v) Part-D Performance Parameters & liquidated damages.

The documents referred at (i) to (v) above are to be downloaded from RINL web site www.vizagsteel.com →**TENDERS → PROJECT CONTRACTS → Register Now → Log In → TENDERS → PROJECT CONTRACTS → View/save = Complete tender Document**.

12. 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 web site is 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.

13. It will be presumed that the Tenderers have gone through the entire tender document available in web site which shall be binding on them.

14. The tenderer shall download the **"TENDER DOCUMENT"** available on the web site in totality and submit the same duly signed on each page in **Envelope -II**.

15. If it comes to the notice of RINL 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 RINL 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 RINL any loss or damage resulting from such termination. Contracts in operation any where in RINL 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 RINL Management will be final and binding.

16. 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 RINL tenders.

17. 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 web site related problems in downloading the tender documents etc.

18. 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 and without being liable to refund the cost of tender documents thereupon.

19. One representative shall represent one firm only for collection of tender document.

20. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.

21. If a Tenderer submits more than one Tender, then all the Tenders submitted by the said Tenderer shall be Rejected.

22. The tenderer shall furnish complete details of works executed, works in hand and details of plant, machinery in prescribed format and also give further details as sought during Techno Commercial discussions. Non-Compliance of this condition may result in the tenderer getting disqualified.

23. Interest free advance shall not be considered.

24. 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/ 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).

25. RINL reserves the right to check the authenticity of the documents/certificates submitted, and /or verify 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.

26. RINL shall not entertain any revised price/revision in price basing on the technical discussions unless RINL itself changes specifications/scope when compared to Tender Specifications/Scope, which calls for revision in the Estimate.

27. RINL reserves the right to open original price bids, if felt necessary, in case the tenderer is allowed to submit revised price bid.

28. Successful tenderer shall submit PF & ESI registration codes before commencement of work.

29. Tenderer shall necessarily indicate the details of contact **Fax no. and e-Mail ID (active)** in their offer. Communication given through the Fax nos. /E-mail IDs indicated shall be deemed as duly delivered to the tenderer.

30. The tenderer shall submit Bank Account details as per the format given at Appendix-9 of GCC i.e., VSP-TK-02(Revised), January, 2012 duly signed along with his offer in **Envelope-I** for enabling RINL to make e-payment, refund of EMD/SD etc.

31. Tender papers will not be issued to parties upto 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.

32. RINL reserves the right to reject the offers of the tenderers whose performance is poor in awarded / ongoing works if any.

33. The tenderer shall note that RINL can claim Cenvat credit on Excise Duty and Service Tax. However, Cenvet credit cannot be claimed on any works of -
    (a) Construction of a building or a civil structure or a part thereof or
    (b) Laying of foundation or making of structures for support of capital goods.

34. RINL is entitled for ITC on account of APVAT against the subject work except for inputs used in construction or maintenance of any building including factory or office building.

35. RINL, 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 eligible/pre-qualifications stipulated in the NIT.

36. At any time prior to the deadline for submission of the bids, the Projects 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.

37. Tenderers are permitted to submit their offers as a Consortium, for the subject tender.

38. The contact details of the Nodal Officer for the Integrity Pact Programme are as follows:
    ED(MM) & Nodal officer, Integrity Pact, Rashtriya Ispat Nigam Limited,
    Room No. 429, 3rd floor, A-Block, Administrative Building,
    Visakhapatnam Steel Plant,
    Visakhapatnam – 530 031 (AP) INDIA,
    Ph.No. (+91)891 -2518683, Fax No.: (+91)891-2518756/753
    Email Id: guptask@vizagsteel.com

    Names of the Independent External Monitors (IEMs) as under:
    1. Sri V.V. Velayutham, Ex-DG(RD) & SS, D/o Road & Transport & Highways
    2. Sri Venugopal K Nair, IPS(Retd.)

    The Bio-data & contact information of above IEMs are available at RINL website www.vizagsteel.com for public viewing.

Sd/-
GM(Project Contracts)

RINL VIGILANCE → TOLL FREE NUMBER: 1800 425 8878

Annexure-I

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 ***"Plant water system including Fire Detection & Alarm & Fire Fighting and ACVS system for one number Turbo Blower (TB#5) along with associated facilities. (Specification. No. MEC/S/11/S3/Q74T/003)".*** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender or the execution of a contract, demand/take a promise/accept for self or for third person, any material or non material benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder/ Contractor commits to take all measures necessary to prevent corruption and commits to observe the following principles during his participation in the tender process/during the contract execution(in case of Bidder to whom the contract has been awarded).

(a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

(b) The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

(c) The Bidder/Contractor will not commit any offence under the PC Act/ Applicable law, like paying any bribes or giving illegal benefit to anyone including employees of RINL, to gain undue advantage in dealing with RINL or for any other reason etc. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

(d) The Bidder/Contractor of foreign origin shall disclose the name and address of their Agent(s)/representative(s) in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign supplier/ contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder/Contractor, wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/ representative(s) have to be in Indian Rupees only.

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

(e) The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

(1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.

(2) If the Bidder/Contractor, before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.

(3) If the Bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder /Contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the Contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.

(5) The exclusion will be imposed for a Period not less than six (6) months and, up to a maximum period of three (3) years.

(6) If the Bidder / Contractor can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

(2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the Contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the Principal under the relevant

General conditions of contract. This is apart from the exclusion of the Bidder from future tenders as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or Organization or Institution in any country or with any Government in any country conforming to the anti- corruption approach that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, he desires to appoint, a commitment in conformity with this Integrity Pact, and to submit it to the Principal at the time of seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.

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

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

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

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

(1) The Principal appoints competent and credible Independent External Monitor with the approval of Central Vigilance Commission. The IEM reviews independently, the cases referred to him or written complaints with all details received directly by him to assess whether and to what extent the parties concerned complied with the obligations under this Integrity Pact,

(2) In case of complaint/representations on compliance of the provisions of the Integrity Pact by any person/agency, the complaint/representation can be lodged by the aggrieved party with the Nodal Officer for IP of RINL or directly with the IEM. The Nodal Officer shall refer the complaint /representation so received by him to the IEM for his examination. Similarly, RINL in case of any doubt regarding compliance by any or all the bidders can lodge its complaint / make a reference to IEM through Nodal Officer. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should

be examined by the full panel of IEMs who would look into the records, conduct an investigation and submit their joint recommendations to the Management.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally/independently. The IEM will submit report to the CMD, RINL.

(4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/ Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/ contract documentation. The same is applicable to unrestricted and unconditional access to tenders / contract documentation of Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

(5) IEM will have the right to attend any meeting between RINL and Counterparties in respect of the cases falling under the purview of IP.

(6) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can, in this regard, submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the CMD-RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal/ receipt of the complaint and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the PC Act/ applicable Law.

(9) Expenses of IEM shall be borne by RINL 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 andthe Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse

of this Pact as specified above, unless it is discharged/determined by CMD of RINL.

Section 10 – Other provisions:

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Contractor is a partnership firm/ Consortium, this Pact must be signed by all partners/ Consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this Pact turnout to be invalid, the remaining part of the Pact remain valid. In this case, the parties will strive to come to an agreement with regard to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be. Similarly, wherever Counterparty or Bidder or Contractor is mentioned, the same would include both singular and plural.

_____	_____
(For & On behalf of the Principal)	(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 alongwith 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.

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