

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

Personnel & Administration Contracts Department,
Room No. 33, B-Block, Project office,
Visakhapatnam - 530 031
Ph.No: 0891-2707224 ; FAX No.: 0891-2707224

NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE NO: VSP/P&AC/HR/1501/O/2015-16 Dt:04.04.2015

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

Name of the work: "TO PROVIDE REQUISITE SERVICES FOR IMPLEMENTATION OF INCOME TAX LAW COMPLIANT TAX-EXEMPT MEAL CARD SYSTEM IN RINL FOR ITS EXECUTIVE EMPLOYEES"

Last date and time of receipt of tenders upto: upto 3.00pm on 02.05.2015

Date and time of opening of tenders : Immediately after 3.00pm on 02.05.2015

Contact Person: Shri Anjani Kumar, AGM (P&A Contracts), Ph.No: 0891-2707224; 8500669844

The detailed NIT is available in www.vizagsteel.com, www.tenders.gov.in & www.eprocure.gov.in and Tender document can be downloaded from P&A Contracts web page of www.vizagsteel.com.

The bidder should refer to RINL's website regularly for any corrigendum

RINL VIGILANCE → TOLL FREE NO: 1800 425 8878

DGM (P&A Contracts)

Signature of Tenderer

FORM 'C'
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
PERSONNEL & ADMINISTRATION CONTRACTS DEPARTMENT
VISAKHAPATNAM-530032
PHONE NO: 0891-2707224, TELEFAX NO: 0891-2707224

OPEN TENDER NOTICE NO: VSP/P&AC/HR/1501/O/2015-16 Dt:04.04.2015

NAME OF THE WORK: To Provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System in RINL for its Executive Employees

TENDER NO: 1501

PERIOD OF CONTRACT : 24 Months
Officer-in-charge : AGM (HR)-Welfare
ISSUED TO SRI/ M/s. _____

Note: Tenderer has to fill the data wherever and whatever required in the tender schedule without fail and sign all the pages

No of pages of BOQ alone : NA
Total No. of pages :

(FOR OFFICE USE ONLY)

1. E.M.D. PARTICULARS	:	
2. Sl.No.	:	OUT OF TENDERS
3. COVERING LETTER	:	NO. OF PAGES:
4. REBATE OFFERED	:	
5. RATE WRITTEN IN WORDS	:	
6. VALIDITY OF TENDER	:	4 MONTHS FROM THE DATE OF OPENING
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">SIGNATURE OF P&AC DEPT. REPRESENTATIVE</div> <div style="width: 45%;">SIGNATURE OF FINANCE DEPARTMENT REPRESENTATIVE</div> </div>		

Signature of Tenderer

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
PERSONNEL & ADMINISTRATION (P&A) CONTRACTS DEPT.
VISAKHAPATNAM -530032 (AP); TELEFAX: 2707224

OPEN TENDER NOTICE NO: VSP/P&AC/HR/1501/O/2015-16 Dt:04.04.2015

1.0 Sealed tenders along with Earnest Money Deposit (EMD) are invited from experienced agencies for the following work:

Tender No: 1501

Name of the work: To Provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System in RINL for its Executive Employees

1.1 Note: Agency should have experience in providing “requisite services relating to supply and operation of Income Tax Law Compliant Tax-exempt Meal Cards/ Coupons”.

Tender Number	Cost of Tender Document (Non-refundable)		Eligibility/ experience requirements		Earnest Money Deposit (₹.)	Contract Period (Months)
	By hand / download (₹.)	By post (₹.)	Single similar work order providing at least following nos. of Meal Cards/ Coupons to a client (Nos.)	Avg. Annual financial Turn Over (Lakhs) (Rs.in)		
1501	3000	5000	3190	600	17,50,000/-	24

2.0 Cost of Tender document(s) shall be paid in the form of Demand Draft / Pay Order / Banker’s Cheque, obtained from any Nationalized or Scheduled Bank in India, drawn in favour of RIN Ltd., payable at Visakhapatnam and shall be valid for a minimum period of one month from the date of opening of tender i.e., Envelope-1 (Pre-qualification documents). **THE COST OF TENDER DOCUMENT(S) RECEIVED ALONGWITH TENDER DOCUMENT WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES UPON RECEIPT OF TENDER.**

3.0 The value of single similar work executed shall be during the last 7(Seven) years ending last day of month previous to tender notice date i.e., **31.03.2015** and turnover shall be the average Annual Finance Turnover during the last three years ending 31st March of the previous financial year **2014-15**. The tender document shall be accompanied with copies of (a) Work order/Agreement, Bill of Quantities, Completion certificate* with details of value of work executed, (b)for Turnover –audited balance sheets certified by practicing Chartered Accountant in case the annual Turnover is more than Rs 40.00 Lakhs (or) in case of Turnover being less than Rs.40.00Lakhs either Turnover certificate in the prescribed format of VSP duly signed by a practicing Chartered Accountant / Cost Accountant or TDS certificate(s) comprising of the gross bill values issued by the deductor(s) for the work done.(c) copy of Notarized sole Proprietorship OR a copy of Partnership deed OR a copy of Memorandum of Association & Articles of Association, along with certificate of registration –whichever is applicable. VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

* Tenderers shall submit a Work Completion Certificate issued by their employer(s)/Client(s) duly indicating numbers of supplied Meal Cards/ Coupons inclusive of all deviations and escalations against the subject work order/agreement.

4.0 The tenderers are requested to note that:

4.1. The offer shall be made in **02(two) envelopes:**

(i) **First envelope** [to be super scribed as Envelope-1(Techno-commercial bid) with name of the work, Tender no.) should contain the following documents:

- a. Duly signed full set of Tender Documents, viz., Terms and conditions along with its annexure, Integrity Pact etc.,
- b. Duly signed & filled-in ‘Questionnaire for evaluation of tender’ along with copies of all requisite documents in support of proofs,
- c. Cost of the tender document in case the tender is down loaded from the web site (Tender can be purchased from the office of DGM(P&AC) by paying tender cost in the form of DD/PO/BC as cited at para-2 above in which case tender cost need not be enclosed while submitting the tender),
- d. Earnest Money Deposit(EMD) separately in the form of DD/PO/BC/BG etc. (refer to instructions to tenderer),

Signature of Tenderer

- e. Service Tax Registration Certificate if available, and if not available tenderers shall give an undertaking to produce the same if successful in the tender, and shall produce the same, wherever applicable, before signing the Work Order / Letter of Acceptance and submit a copy of the same.
 - f. Requisite Documents towards **pre-qualification (eligibility Criteria/experience and other documents etc.) as cited at para- 1.0 to 3.0 above and the qualification criteria as given at para-3.0 of Terms and Conditions of the tender**, duly signed / attested by the authorized representative of the company.
- (ii) **Second envelope (to be super scribed as Envelope-2 (Price-Bid) with name of the work, Tender no.) should contain price bid/quote sheet in its prescribed format along with the tender document.**
- 4.2 The first cover shall be opened initially and only on satisfying the eligibility criteria, adequacy of cost of tender document (in case of downloaded tender) EMD etc., placed in it, the second envelope containing the price bid shall be opened. **In case the price bid(s) is/are not opened immediately after opening of Envelope-1**, then the date and time of opening of the price bid along with names of successful tenderers in pre-qualification will be subsequently displayed in the notice board of P&A Contracts only and no individual communication to tenderers will be made.
- 4.3 The documents submitted in the first envelope by the tenderers in respect of pre-qualification criteria are final and VSP reserves the right for further correspondence / clarifications / submissions in this regard.**
- 4.4 Scope of work, Terms & Conditions given in the tender documents (placed in the website) 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/altere/ 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.
- 4.5 The tenderer shall download the "TENDER SCHEDULE" available on the website in totality and submit the same duly signed on each page. Any time prior to the deadline for submission of bids, P&A Contracts department may, for any reason, modify the tender terms and conditions by way of an amendment, such amendment will be notified on RINL's website at regular intervals.**
- 4.6 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)**
- 5.0. The tender documents and other details can be downloaded from our web site: www.vizagsteel.com and the same are to be submitted to the Dy. General Manager (P&AC), Visakhapatnam Steel Plant duly signed on each page by the tenderer **on or before 03.00 PM on 02.05.2015**
- 6.0. Non-transferable tender document can also be obtained from the office of Dy. General Manager (P&AC), VSP on written request on bidder's letter head on payment of tender cost in the form of DD/PO/BC during working hours 10 AM to 4.30 PM **on or before 04.30PM on 30.04.2015**
- 7.0. Tenders will be received in the office of Dy. General Manager (P&AC),, **up to 03.00 PM on 02.05.2015 and Envelope-1 will be opened immediately thereafter.**
- 8.0. **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/prequalification stipulated in the NIT.**
- 9.0 If it comes to the notice of VSP at any stage right from request for registration /tender document that any of the certificates /documents submitted by applicant for registration 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. E.M.D/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 E.M.D./Security Deposit, if any, and recovery of risk and cost charges etc., Decision of V.S.P Management will be final and binding**
- 10.0 The date of opening of the pre-qualification cover (envelope-1) shall be the date of tender opening in respect of both the single bid and two-bid (techno-commercial and price-bid).
- 11.0 **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 Regn./Electrical License/Experience/qualifications/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in VSP tenders for two years.**
- 12.0 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., RINL reserve 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.

Signature of Tenderer

FORM – A

Tender No. 1501

***Name of the Work:* To Provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System in RINL for its Executive Employees**

To
 Deputy General Manager (P&AC)
 P&A Contracts Department
 Visakhapatnam Steel Plant
 Visakhapatnam-530 031.

Sirs,

With reference to the Notice Inviting Tender, I/We have gone through the tender documents issued to us and noted the contents therein. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender; obtained information about the nature of work, facilities that may be required and obtained necessary information about Working Conditions, risk contingencies etc., which may influence this tender. We hereby offer to execute & maintain the work during the defect liability period in conformity with the tender conditions at the respective rates quoted by us.

I/We have deposited the EMD, which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited 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.

- Status of the firm (mark)

 Proprietary /Partnership/
 others (Specify) _____

- * Authority to Sign:
 - a) Proprietor
 - b) Managing Partner
 - c) Power of attorney holder
- Name of Partners:
 - 1)
 - 2)
 - 3)

Following Details are to be furnished by the tenderer compulsorily (neat&legible) while submitting the tender schedule	
Income Tax PAN No.	
Status/Reason for not having PAN No.	
OFFICIAL ADDRESS	
Phone No:	
Cell No :	
Fax No.:	
e-mail address:	
Party Code:	

Yours faithfully,
 (Signature of Contractor)
 Name:.....

Signature of Tenderer

INSTRUCTIONS TO TENDERERS

1. Tenderers are requested to note the following instructions:

- a) Tenders shall be submitted in the office of the Deputy General Manager (P&AC), Visakhapatnam Steel Plant, Visakhapatnam – 530 031.
- b) Tenders shall be submitted in the prescribed form issued by VSP. The Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without detaching any part.
- c) The Tenderer shall agree to VSP's terms and conditions, specifications/scope of work, etc., and quote their amount accordingly.
- d) Tender shall be for the entire scope of work mentioned in the tender documents.
- e) Tenderer **“Shall quote only the Total Amount in figures and in words”**. Over writing is not permitted and corrections are to be essentially initialed. Amount quoted in words shall govern in case of variance between figures and words.
- f) The **“Total Amount quoted in figures and words shall be tallied”** before submission of the tender and all mistakes corrected and initialed. Quotation shall preferably be type written or written in neat and legible handwriting. All the pages of tender documents shall be signed by the tenderer.
- g) **Respective Tenderers participating in the tenders due for opening on the scheduled day, can witness the opening of tenders/price bid on production of valid identity card / gate pass, or alternately, shall give a duly signed authorization to their designated representatives who are nominated if they wish to witness the tender / price bid opening. However, if the tenderer/designated representative participates for other than his tender his gate pass will be cancelled for a period of 01 (ONE) year.**
- h) If by any reason the tender opening is postponed to any other date, the details will be displayed in the notice board of P&A Contracts Department. Tenderers shall see the notice board regularly and keep themselves informed in this matter.
- i) Before quoting, the tenderer shall necessarily contact the “Engineer” and fully understand the job, scope of work, unit of measurement, mode of measurement, scope of supply of materials by VSP if any, working conditions, shutdown arrangements, Labour deployment requirements, risk contingencies and such other factors which may affect their tender.
- j) Tenders shall be kept open for acceptance for a period 4 (Four) MONTHS from the date of opening of tender i.e., Envelope-1.
- k) After opening of tender, the tenderers may be called for negotiations and the details like date, time etc. will be displayed on the notice board of P&A Contracts Department. The tenderers shall see the notice board regularly and keep themselves informed in this matter and promptly attend negotiations without fail.
- l) Purchase Preference will be given to PSU's where applicable as per DPE guidelines.
- m) The local Small Scale Industries as approved by VSP and registered with **Works Contracts Department** of Visakhapatnam Steel Plant in the category of Industrial Paint Manufactures for supply and application of industrial Paints to various structurals, equipment pipelines etc., are eligible for purchase preference as per the policy of VSP in force from time to time. The local small-scale industries, those who are technically and commercially acceptable shall be considered for extension of Purchase Preference, if the offer is within 15% above L-1 price and upon their matching with L-1 price.
- n) The date of opening of pre-qualification envelope-1 shall be the date of tender opening in respect of both the SINGLE BID AND TWO- BID (Techno-commercial and Price bid) tenders.

2) Earnest Money Deposit (EMD) & Cost of Tender Document (CTD)

- a) **In case of Earnest Money Deposit being less than or equal to Rs.5 Lakhs, Earnest Money Deposit shall be in the form of Demand Draft / Pay Order / Banker's Cheque obtained from any Nationalized or scheduled commercial bank in India, drawn in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam and shall be valid for a minimum period of one month from the Envelope-1 (Pre-qualification documents) opening date. No other mode of payment will be accepted. However, in case EMD exceeds Rs.5 Lakhs, tenderers have the option to submit the same in the form of Bank Guarantee (In the VSP format) from any Scheduled Commercial Bank, encashable at Visakhapatnam. Bank Guarantees shall be valid for a minimum period of 04(Four) months from the date of opening of Envelope-1 (Pre-qualification documents). The above shall supercede the instructions regarding “form of EMD” elsewhere in the tender document.**

Signature of Tenderer

- b) Public Sector Enterprises of State / Central Government Undertakings are exempted from submission of Earnest Money Deposit (EMD) provided they submit a letter requesting for exemption from submission of EMD along with their offer.
- c) **Micro & Small Enterprises (MSEs) listed with National Small Industries Corporation Limited (NSIC) only are exempted from submission of Cost of Tender Document (CTD), Earnest Money Deposit (EMD) and Security Deposit (SD), irrespective of whether the service is to be carried out within or outside their premises, subject to submission of the following documents along with their tender:**
- (i) **Proof of enlistment with NSIC and with particulars of relevant trade/item.**
 - (ii) **Registration details of the particular trade/item for which this tender is relevant, by way of submission of “Acknowledgement of Entrepreneur Memorandum (EM) Part-II” from the Industries Department, along with their tender. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant would not be eligible for exemption. SSI REGISTRATION CERTIFICATE IS NOT VALID AND NO CONCESSION OR BENEFITS SHALL BE EXTENDED IF EM PART-II IS NOT SUBMITTED, and**
 - (iii) **As regards Security Deposit (SD) exemption, the Micro & Small Enterprises (MSEs) shall however be required to submit a “PERFORMANCE GUARANTEE BOND” in the prescribed proforma, equivalent to the value of Security Deposit. It may be noted that waiver of Security Deposit (SD) is permitted only up to the monetary limit for which the unit is registered.**
- d) EMDs of unsuccessful tenderers will be refunded after reasonable time without interest.
- e) Corrections / amendments / replacement to / of the deficient documents / financial instruments for EMD and CTD shall not be sought from Tenderers in the following cases where:
- i) There is evidence of Tampering / Unauthorized correction.
 - ii) The value of financial instrument (s) / document (s) is falling short of the value stipulated in the NIT.
 - iii) The validity of the BG (s) as on initial TOD is falling short of the minimum validity period stipulated in the tender.
 - iv) Discrepancy exists in the name of Payee / Beneficiary.
 - v) The bidder fails to submit CTD and / or EMD or in case of submission of a single instrument / document towards both CTD and EMD.
- and such tenders shall be rejected.**
- f) The financial instrument (s) / BG (s) against CTD/ and EMD should withstand the verification for genuineness.

3) MODE OF SUBMISSION OF TENDER

- a) Tender shall be submitted in two separate sealed covers. In case of single bid tender, the first cover shall contain the D.D. / Pay Order / Banker's Cheque for Earnest Money Deposit / Cost of Tender Document / EMD exemption documents for PSUs & SSI units, other pre-qualification documents etc. and the second cover shall contain the tender and Price Bid.
- b) In case of two bid system, the first cover shall contain the techno-commercial bid part of tender, along with the other bank instruments / documents indicated in para 3(a) above, and the second cover shall contain only the price bid part of tender.
- c) The two sealed covers as mentioned above shall be stapled / tied together and submitted. The first cover will be opened first and only if the submitted documents / instruments are found to be as per NIT requirement, will the second cover containing the price bid be opened.
- d) The two envelopes shall be placed in an outer cover superscribed with the Name of the work, Tender Notice No., Due date, Time of submission and Tender Opening date.

INTEGRITY PACT

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

and

-----, hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for “*To Provide requisite services for implementation of Income Tax Law Compliant Tax-exempt Meal Card System in RINL for its Executive Employees*”. 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) 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 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 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.**

Signature of Tenderer

- (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.
- (f) 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 transgressions occurred in the last five (05) years with any Company or Organisation 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.

Signature of Tenderer

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 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.

Signature of Tenderer

- (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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

**Witness 1:
(Name & Address)**

**Witness 2:
(Name & Address)**
