



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

**PROJECTS DIVISION : CONTRACTS DEPARTMENT
PROJECT OFFICE 'A' BLOCK, VISAKHAPATNAM – 530 031**

GRAMS: UBEAM, Phones: (0891) 2518277, 2518429, FAX No: 0891-2518764

CIN no. : U27109AP1982GOI003404

Web site: www.vizagsteel.com

E-mail : hod_projcont@vizagsteel.com, projcont@vizagsteel.com

NOTICE INVITING TENDER (NIT)

OPEN TENDER NOTICE NO.VSP-28 OF 2015-16 DATED: 26.09.2015

Sealed Percentage Tenders in the prescribed form are invited from experienced Contractors for the following work:

1. Name of work: Structural Steel and Cladding Works for extension of Electrical Repair Shop at Visakhapatnam Steel Plant. Specification No: VSP-DES-ERS-01

2. Tender schedule is as given below:

Last Date of receipt of requisition for issue of tender document : Upto 04.30 PM on **19.10.2015**

Last Date & Time of issue of tender document by hand/by post : Upto 04.30 PM on **21.10.2015**

Last date & time of receipt of tenders : Upto 03.00 PM on **26.10.2015**

Date & time of opening of tenders : After 03.00 PM on **26.10.2015**

3. Contact person: Shri Sumit Saurabh , Dy. Mgr (Project Contracts)
Mobile: 9701347046 FAX No: (+91) 891-2518764.

The detailed NIT and the tender document is available in VSP web site www.vizagsteel.com. The detailed NIT is also available in GOVT web site www.tenders.gov.in.

NOTE: The Bidder should visit RINL's website regularly for any corrigendum.

GM (Project Contracts)

R I N L VIGILANCE TOLL FREE NUMBER 1800 425 8878

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
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PROJECTS DIVISION

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1. **Name of the work:** Structural Steel and Cladding Works for extension of Electrical Repair Shop at Visakhapatnam Steel Plant. Specification No: VSP-DES-ERS-01

Cost of Tender Document (Non-Refundable)		Time of completion	Estimated Cost (inclusive of all taxes and duties, excluding service tax & Edn. Cess) (Rs)	Earnest Money Deposit (Rs.)
By hand/ By downloading	By Post/ Courier	12 (Twelve) months	Rs.1,06,14,214/-	Rs.1,75,000/- (Refer Clause 2.2(a) of Instructions to Tenderer regarding EMD)
Rs 1,800/-	Rs 2,000/-			

2. **Brief Scope of work:** The work consists of 'Structural Steel and cladding works for Extension of Electrical Repair Shop' as indicated in the Bill of Quantities complete in all respects as per Specification No: VSP/DES/ERS/01 of the work.
3. **Cost of Tender document:** Cost of Tender document(s) shall be paid in the form of Account payee Demand Draft/ Bank Pay Order/ Banker's Cheque obtained from any Scheduled Bank drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED, VISAKHAPATNAM STEEL PLANT payable at Visakhapatnam. No other mode of payment is acceptable.

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

4. Earnest Money Deposit (EMD):

EMD shall be submitted in the form of **DD/BC/PO/BG**.

EMD submitted in the form of Banker's Cheque or Demand Draft or Bank Pay Order (subject to realization) 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.

5. Offers submitted with following deficiencies in PQC documents/Financial instruments for Earnest Money Deposit (EMD) and Cost of Tender Document (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 Tender Opening Date (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

6. **Procurement of tender document** : The Tender document can be obtained:

- i. By downloading from VSP website **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.20, Visakhapatnam Steel Plant, Visakhapatnam-530 031 on written request in bidder's letter head and on payment of tender cost.
- iii. Last date & time for receipt of requisition and for issue of tender document (s) by hand / post is **upto 16.30 Hrs on 19-10-2015 and 21-10-2015 respectively**. The cost of tender document received along with tender document will not be refunded under any circumstances upon receipt of tender.

7. **Pre-qualification Criteria (PQC) for consideration of Tender:**

- a) The tenderer should have executed a single similar work of the following nature of value not less than **Rs. 53.07 lakhs** during last five years ending previous month of the NIT date.
“Structural Steel Work for any Industrial Structures”
- b) The tenderer should have an average annual financial turnover of atleast **Rs. 31.84 lakhs** during the last three financial years (ie., from 2012-2013 to 2014-2015).

Attested (signed with date and Business/Official seal) copies of following documents in proof of the above shall be submitted along with the tender in Envelope-1.

- i) Work orders along with corresponding completion certificates in proof of execution of at least one similar work fulfilling 7 (a) above.
- ii) Audited balance sheets & Profit and Loss accounts of the company or TDS certificates comprising of the gross bill values issued by the Deductor for the works done by the tenderer for the years mentioned above in proof of 7 (b)

8. Tenderer is required to unconditionally accept the **“Integrity Pact”** enclosed to this NIT and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, may not be considered.

Address and the Contact details of Nodal Officer, Integrity Pact Programme is as follows:

Sri P K Mishra, GM(MM),
3rd Floor, A-Block
Administrative Building
Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant
Visakhapatnam – 530 031
Andhra Pradesh, INDIA
Email:prasannamishra@vizagsteel.com
Office FAX No.0891-2518753/2518756,
Ph. No.0891-2518534

Name of the Independent External Monitor (IEM) is as under:
Shri Venugopal K Nair, IPS (Retired)

Bio-data and contact details of above IEMs is available at RINL, Website,
www.vizagsteel.com

9. **Submission of Tender:** The Tender shall be submitted in **three (3) envelopes:**

- 9.1 **Envelope No.1:** (To be superscribed as Envelope-I with self-address, Name of the Work, Tender Notice Number).

This shall contain:

- i. Cost of Tender Document (in case the Tender is downloaded from the website)
- ii. Earnest Money Deposit (EMD) as per para-1 & 4 above.
- iii. Duly signed Integrity pact (Enclosed as **Annexure-II** to this notice)
- iv. Documents in support of Prequalification Criteria 2 sets (1 original & 1 copy) as per para-1 & 7 above.
- v. Bank Account details for e-payment, for refund of EMD etc. as per Appendix-7 of GCC.
- vi. Documents relevant for legal capacity of the Tenderer as per clause No.13.0 of ITT of NTK-03 revised April 2015.
- vii. The tenderer shall submit a copy of their PF,ESI and Service Tax Registration Certificates indicating their code numbers. In case the same are not available, they shall submit a letter of undertaking to submit the same before commencement of Contract, in case they are successful tenderer.

- 9.2 **Envelope No.2:** (To be superscribed as “**Envelope-2 - Technical and Commercial Offer**” with self address, Name of the work, Tender Notice Number).

This shall contain:

- a) Open Tender Notice No.VSP-28 of 2015-16, Dt. 26-09-2015 with Annexure-I, II & III.
- b) Technical Specification, Preamble to BOQ, BOQ and drawings, 02 sets each [1 Original & 1 Copy]
- c) General Conditions of Contract [GCC] – VSP-NTK-03-Revised-April 2015, 02 sets each [1 Original & 1 Copy]
- d) Special Conditions of Contract (SCC) for Structural Works April 2015. 02 sets each [1 Original & 1 Copy]
- e) General Specification for Painting, 02 sets each [1 Original & 1 Copy]

All the pages are to be duly signed with business/official seal by the Tenderer.

The Tenderer shall note that no price/prices shall be indicated in either Envelope-1 or Envelope-2.

- 9.3 **Envelope No.3:** (To be super scribed as “**Envelope-3 Price Bid**” with self-address, Name of the Work & Tender Notice No.).

This shall contain: **Price Bid: Quote Sheet duly filled in and signed.**

The Tenderer shall note that no conditions shall be written in this Price Bid. Prices quoted by the tenderer shall be strictly in VSP’s Format duly signed by the Tenderer.

- 9.4 The above three envelopes shall be sealed in an outer envelope super scribed as follows and submitted before the specified time and date of submission of Tender.
- i) Name of the Work
 - ii) Tender Notice No. & Date
 - iii) Due date and time of submission of the Tender.
 - iv) Address of the Tenderer with FAX, email and Phone numbers.

10. **Date, time & place of submission:** Tenders will be received in the Office of GM(Projects Contracts), Project Office, “A” Block, Room No.20, Visakhapatnam Steel Plant, Visakhapatnam- 530 031 upto **3.00 PM on 26-10-2015.**

If the tender receiving date happens to be VSP’s closed holiday or an extra-ordinary holiday, the tender will be received **upto 3.00 PM** on the following working day and the same shall be opened immediately, thereafter.

11. **Procedure for opening of tender:** Tenders shall be opened as indicated below at the office of GM (Projects Contracts), Room No.20, Project Office-A-Block in presence of authorized representatives of the Tenderers who may choose to be present.

- 11.1 Envelope-I & II of the tender submitted by the tenderers shall be opened simultaneously immediately after the last date and time of receipt of tenders. Tenderer shall note that, this opening of envelop I & II simultaneously is being done for expediting the tendering process, without prejudice to the process of Envelope-I evaluation and shall not be construed as qualification in Envelope-I and/or waiver thereof.

11.2 Time, Date and Venue of opening of “Envelope-3 i.e., Price Bid” of the Tender shall be intimated to only those Envelope I Qualified tenderers whose Offers are found to be technically and commercially acceptable.

12. The tender documents and other details are available for download under “Structural Steel and Cladding Works for extension of Electrical Repair Shop at Visakhapatnam Steel Plant.” at Project Contracts page, under ‘Tenders’ of our web site www.vizagsteel.com Bid document **(VSP-28.zip)** consists of the following files:

- ii) Open Tender Notice No.VSP-28 of 2015-16 dt. 26-09-2015 along with Annexure-I, II & III
- ii) General Conditions of Contract GCC (VSP-NTK-03-Revised) April 2015.
- iii) Special Conditions of Contract (SCC) for Structural Works April 2015.
- iv) Technical Specifications No: VSP-DES-ERS-01 with Bill of Quantities.
- v) General Specification for Painting
- vi) Drawings.
- vii) Quote Sheet

12.1 This detailed NIT is also available in Govt. website www.tenders.gov.in

13. 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 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 issued or found tampered / altered / incomplete, they are liable for actions like rejection of the tender, cancellation and termination of the contract, debarring etc., as per the rules of the company.

14. It will be presumed that the tenderers have gone through the entire tender document which shall be binding on them.

15. The tenderer shall download the “tender document” available on the website in totality and submit the same duly signed on each page.

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 tenderer 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.

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/experiences/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.

17. One representative shall represent one firm only for collection of Tender Document.
18. The tender documents are not transferable without the written permission of the employer.
19. 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 or drop the proposal of receiving tenders at any time without assigning any reason thereof and without being liable to refund the cost of tender documents thereupon.
20. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post / Courier etc.
21. The tenderer shall furnish complete details of works executed, works in hand and details of plant and machinery and also give further details as sought during techno-commercial discussions. Non-compliance of this condition may result in the tender getting disqualified.
22. Tenderer (Leader in case of Consortium) shall necessarily furnish the details as mentioned at Annexure-III (duly signed) along with their offer. Communication given through the fax numbers / email IDs indicated shall be deemed as duly delivered to the Tenderer.
23. Tenderers may also utilize the following e-mails **hod_projcont@vizagsteel.com** & **projcont@vizagsteel.com** for correspondence.
24. RINL reserves the right to reject the Offers of the tenderers whose performance is poor in awarded/ongoing works in RINL, if any.
25. 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.
26. VSP 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.
27. VSP shall not entertain any revised price/revision in price basing on the technical discussions unless VSP itself changes specification/scope when compared to Tender specification/scope, which calls for revision in the Estimate.
28. Tenderers shall note that RINL reserves the right to exercise the option to finalizing this tender through on line competitive bidding (i.e., Reverse Auction). Details of on line bidding process (i.e., Reverse e-Auction) shall be communicated to all the techno commercially qualified bidders at an appropriate time. In this connection, tenderers may visit the link <https://eproc.vizagsteel.com/eauct/projectauctionsPKI/Standard On line Bidding Procedure.pdf> for downloading the '**standard online bidding procedure**'.

However, in case on line bidding is not conducted, RINL shall have the right to open the Sealed Price Bid(s) submitted by the bidders and process the tender as per the prevailing tendering procedures of RINL.

29. Tenders submitted against the NIT 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).
30. Interest free advance shall not be granted and if any tenderer submits an offer insisting on interest free advance, the offer shall be summarily rejected.
31. The successful tenderer shall submit PF & ESI Codes before commencement of contract.
32. If a tenderer submits more than one tender, then all the tenders submitted by the said tenderer shall be rejected.
33. VSP, after opening of tender/bid document may seek, in writing, documents/clarifications which are necessary for evaluation of tender/bid document from the tenderer/bidders or issuing authority for confirmation of eligibility/pre-qualifications stipulated in the NIT.
34. 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.
35. 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.
36. Tenderers may please note that any amendment/corrigendum to this tender notice will be notified/displayed in VSP's website www.vizagsteel.com. The tenderers should refer to VSP's website regularly for such corrigendum.

R I N L VIGILANCE TOLL FREE NUMBER 1800 425 8878

GM (Project Contracts)

ANNEXURE-I

ADDENDDUM/CORRECTIONS TO GENERAL CONDITIONS OF CONTRACT (GCC) FOR CONSTRUCTION WORKS (VSP-NTK-03-REVISED)-April 2015, APPLICABLE FOR THE WORK **“STRUCTURAL STEEL AND CLADDING WORKS FOR EXTENSION OF ELECTRICAL REPAIR SHOP AT VISAKHAPATNAM STEEL PLANT”**

INSTRUCTIONS TO THE TENDERER

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	Clause-1.0 of ITT	...Tender forTender for “Structural Steel and Cladding Works for extension of Electrical Repair Shop at Visakhapatnam Steel Plant. Specification No: VSP-DES-ERS-01”.
2	Clause No.2.1 of ITT	Lump sum amount of Rs._____ as EMD.	Lumpsum amount of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) as EMD.

GENERAL CONDITIONS OF CONTRACT:

Sl. No.	Clause amended	Description (existing)	Description (amended/added)
1	Clause No.23.3 of GCC	% of APVAT 5% Rate of entitlement of ITC - 1.77%	% of APVAT 5% Rate of entitlement of ITC - NIL
2	Clause No.23.3 of GCC	% of APVAT 14.50% Rate of entitlement of ITC- 11.26%	% of APVAT 14.50% Rate of entitlement of ITC - NIL

Sl. No.	Clause amended/added	Description (existing)	Description (amended/added)
3	Clause No.10.13 of GCC	<u>The clause No.10.13 is revised as given below:</u> The following revised deductions per workman deployed category-wise shall be made from the bills/ amounts due to the Contractor as applicable for the work done and such deducted amounts shall be released as mentioned below:	

Sl. No.	Component	Recovery amount per labour per every WORKING DAY (in Rs.)			To be released when
		UN-SKILLED (Rs. Ps.)	SEMI-SKILLED (Rs. Ps.)	SKILLED (Rs. Ps.)	
i.	Notice Pay	24.88	28.15	33.04	After the Contractor makes payment to the workmen in the presence of Engineer I/c and CLC representatives . A certificate to this effect is to be enclosed with pre-final bill. (to be paid with pre-final bill)
ii.	Retrenchment compensation	12.44	14.07	16.52	
iii.	Leave with wages	15.31	17.32	20.33	
Sub-Total		52.63	59.54	69.89	
iv.	Bonus	11.55	11.55	11.55	After the Contractor makes payment to the workmen in the presence of Engineer I/c and CLC representatives . A certificate to this effect is to be enclosed with RA bill/pre-final bill. (to be paid with RA bill / pre-final bill as and when paid by the Contractor)
Grand Total (To be paid to the labourer)		64.18	71.09	81.44	
10% towards profit and overheads of contractor		06.42	07.11	08.14	
Total recovery amount		70.60	78.20	89.58	

NOTE:

- In case of any statutory revision in minimum wages payable to contract workmen as notified by the Regional Labour Commissioner (Central), Hyderabad from time to time, the above recovery amounts for the workmen category-wise will be revised by RINL/VSP and will be notified accordingly.
- Payment against the above components is to be made to the workmen based on effective wages of last drawn pay.
- The actual amount payable to each workman shall not be less than that in Industrial Disputes act & Central rules and/or Contract Labour (Regulation & Abolition) Act & Central Rules and payment of Bonus Act whichever is applicable.

**ADDENDDUM/CORRECTIONS TO SPECIAL CONDITIONS OF CONTRACT (SCC)
FOR STRUCTURAL WORKS VSP-SCC-STRL OF THE WORK “STRUCTURAL
STEEL AND CLADDING WORKS FOR EXTENSION OF ELECTRICAL REPAIR SHOP AT
VISAKHAPATNAM STEEL PLANT”**

S:No	Clause No	Description (Existing)	Description (amended/added)
1.	13.3.4	For all unaccounted steel materials worked out as per Clause 13.3.3 the Contractor shall be charged at the rate of Rs._____ per MT for structural steel. For the Scrap returned in the excess of 6% of the permissible recoverable wastage, Credit shall be given at the rate of Rs. _____ per Ton.	For all unaccounted steel materials worked out as per Clause 13.3.3 the Contractor shall be charged at the rate of Rs. 89,644/- per MT for structural steel excluding Crane Rails and at the rate of Rs. 1,14,095/- per MT for Crane rails. For the Scrap returned in the excess of 6% of the permissible recoverable wastage, Credit shall be given at the rate of Rs 6435/- per Ton.

ADDENDUM/CORRECTIONS
TO
GENERAL SPECIFICATION FOR PAINTING
(VSP-6.3/GS-P-01)

S:No	Clause No	Description (Existing)	Description (amended/added)
1	7.1.(i) (page 1 of 8 of Annex-3)	“Non-load bearing structural steelwork such as partitions, minor platforms, walkways, ring ladders pipe / cable support brackets etc. Location – all indoor temperatures less than 80°C.”	“Structural steelwork for plant and shop building (excluding areas defined in Annex-4 hereof), non-load bearing structural steelwork such as partitions, minor platforms, walkways, ring ladders pipe/cable support brackets etc. Location – all indoor temperature less than 80°C.”

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 “Structural Steel and Cladding Works for extension of Electrical Repair Shop at Visakhapatnam Steel Plant.” Specification No: VSP-DES-ERS-01.

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/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 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)
(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/along with their Offers:
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

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

ANNEXURE-III

Tenderers are requested to furnish the details as mentioned below

Company Name :
Registration Number :
Registered Address :
Names of Partners/ Directors :1.
2.
3.
Bidder Type : Indian / Foreign
City :
Postal Code :
Company's Establishment Year :
Company's Nature of Business :
Company's Legal Status : Limited Company/Under taking/Joint
venture/ Partner Ship/ Others
Company Category : Micro or Small or Medium Unit as per
MSME/Ancillary Unit/Project Affected Person
of this Company/SSI/Others
Phone No :
Fax No :

Contact Details:

Company's Contact Person details

Contact Person Name :
Date Of Birth(DD/MM/YYYY) :
Correspondence Email :
Designation :
Phone No :
Mobile No :
Fax No :

(Signature of Contact/ Authorized Person with seal)