

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031

MATERIALS MANAGEMENT DEPARTMENT
(PURCHASE WING)
BLOCK-A, ADMINISTRATIVE BUILDING
VISAKHAPATNAM STEEL PLANT
VISAKHAPATNAM-530 031 (A.P) INDIA

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OPEN TENDER NOTIFICATION

Invitation to Tender No. PUR 8.66.TARP/0077, Dated 08/05/2018

Sealed tenders are invited for appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli.

Last date & time for receipt of Tenders : 23/05/2018 by 1030 HRS(IST)

Tenderers who are interested in participating in the tender can download the tender documents from our Website: www.vizagsteel.com and submit their offer before 1030 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer. **The tenderers should refer to RINL's website regularly for any corrigendum.**

- EXECUTIVE DIRECTOR (MM)

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

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Invitation for Tender No. Pur. PUR 8.66.TARP/0077, Dated 08/05/2018.
Due on 23/05/2018

Open tender For appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul / Bacheli.

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RASHTRIYA ISPAT NIGAM LIMITED
(Government of India Enterprises)
MATERIALS MANAGEMENT DEPARTMENT
(Purchase Wing)
Block-A, Administrative Building,
Visakhapatnam Steel Plant,
Visakhapatnam-530 031.

Phones : 0891-2742154

Fax No: 0891-2518753/2518756

NOTICE INVITING TENDER

Tender No. PUR 8.66.TARP/0077, Dated 08/05/2018

For appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli.

Rashtriya Ispat Nigam Limited (RINL), Visakhapatnam Steel Plant (VSP) invites sealed bids in two parts (**Part-A** – Pre-qualification bid and **Part-B** – Price Bid) in separate envelopes for appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli.

- 1.0 RINL-VSP is looking out for agencies, who can meet the following eligibility criteria, to take up the jobs indicated above. Pre-Qualification Bid should contain the following.
- (a) A turnover of Rs.50 Lakhs per annum or above during the **preceding** two financial years. The Annual report (Balance Sheet and Profit & Loss account) of last two years ending on 31/03/2017 to be submitted as proof of their financial standing. A certificate from a Chartered Accountant confirming that the firm has paid all taxes which are due is also to be submitted.
 - (b) Experience in Covering of IRON ORE FINES wagons at loading points of Railway siding with 100% waterproof material for an average 1000 Wagons per month for a minimum period of any one year during the last 10 years ending March 2018 to any Company. Experience Certificate from the Client (s) must be submitted.
 - (c) Tenderer should have an office accommodation with communication facilities such as FAX, Telephone, E-mail etc., near the concerned Railway Divisional Office and loading point or give an undertaking that they will establish an office with all the communication facilities as mentioned above.

NOTE: RINL reserves the right to verify the certificates / inspect the premises of the tenderer in support of their eligibility criteria. In case any of the certificates are found to be not correct, the offer submitted by such tenderer shall be summarily rejected.

2.0 BID MONEY/BID BOND:

- 3.1 Each tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers cheque drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam in favour of RINL for an amount Rs.3,75,000 /- (Rupees Three Lakh Seventy Five Thousand only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.
- 3.2 Tenders received without the Bid Bond / Bid Money of requisite value will be summarily rejected. Bid money shall not carry interest.

3.3.1 REVERSE E- AUCTION

RINL shall have the option of resorting to reverse e-auction. All technically and commercially acceptable bidders would be required to participate in the reverse e-auction. Details in regard to reverse e-auction are mentioned at below. In case of reverse e-auction the bidders would be required to quote prices only on the basis of landed net of cenvat at the specified VSP stores.

- 3.3.2 RINL will inform the technically and commercially acceptable (TA & CA) tenderers of the date and time of reverse e-auction and they shall participate in the process.
- 3.3.3 TA & CA tenderers would be authorized to quote their LNCP prices on only e-reverse auction engine on a fixed time and date.

In case of reverse e-auction the bidders would be required to quote prices only on the basis of Landed Net of Input Tax Credit (LNITC).

- 3.3.4 In case of the reverse e-auction is conducted the sealed price bids of all the TA & CA tenderers, irrespective of either they have participated in the reverse e-auction or not, shall be opened within a short duration. Based on the prices so received through reverse e-auction and the sealed price bids received in the physical mode of tender, a composite comparative statement shall be made considering the lower of prices (i.e sealed price bid prices and reverse e-auction prices) of all the parties. Placement of orders shall be considered on the L1 price (LNITC) so arrived (LNITC (Landed Net of Input Tax Credit) = Landed price minus GST).**

4 TENDER DOCUMENTS:

Tenderers who are interested in participating in the tender can download the tender documents from our Website: WWW.Vizagsteel.com and submit their offer before 10 Hrs (IST) on last date of receipt of tender as per the instructions given in the tender documents. In case of difficulty in downloading of tender documents, the tender document shall be sent by post free of cost on written request from the tenderer.

- 5 Tenders will be accepted upto **1030 Hrs. (IST) on 23/05/2018**. Pre-qualification part of the Tender (Part-A) will be opened immediately thereafter in the presence of the Tenderers or Authorised Representatives of the Tenderers, who may choose to be present. The date and time of price bid opening shall be intimated separately to tenderers whose offers were found acceptable. Price Bids (Part-B) of those Tenderers whose offers were accepted shall be opened in the presence of the Tenderers or Authorised Representatives of the Tenderers who may choose to be present.
- 6 **Number of Sources**: Number of source is intended only one. Work Order shall be issued on only one Techno-commercially acceptable L1 tenderer provided the L1 tenderer offers for supply / render service of total tender quantity as per the completion period.
- 7 **Completion period** – Date from the issue of LOA/work order is w.e.f. June-2018 to July-2018 to September-2018. However, the initial period of award of work in the contract shall be for two months and shall be extended by RINL at the end of each month based on certification of the works dept of RINL w.r.t. RINL's further requirement, the satisfactory performance and cost-benefit analysis to RINL for the completed month. The decision of RINL shall be final and binding w.r.t Extension of the contract or otherwise.
- 8 Quantity: Total number of wagons approx. : **21240** Wagons

Sl. No	Description	Number of Wagons
		June to September-2018
1	Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli	21,240 Wagons (90 Rakes per month)

- 9 **Notwithstanding anything specified in this Tender Documents, RINL, in its sole discretion, unconditionally and without having to assign any reason, reserves to himself the rights:**
- to accept or reject the lowest tender or any other tender or all the tenders;
 - to accept any tender in full or in part;
 - to reject the offers not conforming to the tender terms; and
 - to give Purchase preference to Public Sector Undertakings (PSUs) as per Government of India guidelines.

General Manager (MM)

ANNEXURE-I TO ITT NO. Pur. PUR 8.66.TARP/0077, Dated 08/05/2018

INSTRUCTIONS TO TENDERERS

1.0 GENERAL INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS:

1.1 We are interested for agencies, who can meet the following prequalification criteria, to take up the subject job. Pre-Qualification Bid should contain the following

- (a) A turnover of Rs.50 Lakhs per annum or above during the preceding two financial years. The Annual report (Balance Sheet and Profit & Loss account) of last two years ending on 31/03/2017 to be submitted as proof of their financial standing. A certificate from a Chartered Accountant confirming that the firm has paid all taxes which are due is also to be submitted.
- (b) Experience in Covering of IRON ORE FINES wagons at loading points of Railway siding with 100% waterproof material for an average 1000 Wagons per month for a minimum period of any one year during the last 10 years ending March 2018 to any Company. Experience Certificate from the Client (s) must be submitted.
- (c) Tenderer should have an office accommodation with communication facilities such as FAX, Telephone, E-mail etc., near the concerned Railway Divisional Office and loading point or give an undertaking that they will establish an office with all the communication facilities as mentioned above.

NOTE: RINL reserves the right to verify the certificates / inspect the premises of the tenderer in support of their eligibility criteria. In case any of the certificates are found to be not correct, the offer submitted by such tenderer shall be summarily rejected.

1.2 The tenderers are requested to submit documentary evidence in support of the above along with the Pre-qualification Bid.

1.3 The tenderer shall submit GST Registration certificate, PAN card and Company Registration Certificate along with Part A (PREQUALIFICATION BID).

2.0 BID MONEY/BID BOND:

2.1 Each tender shall be considered only if Bid money in Indian Rupees by means of either a Demand Draft or Bankers cheque drawn on any Scheduled Bank and payable to Rashtriya Ispat Nigam Ltd. at Visakhapatnam in favour of RINL (or) a Bid Bond in the form of Bank Guarantee (BG) as per the proforma placed at **ANNEXURE - V** is established in favour of RINL, Visakhapatnam for an amount Rs.3,75,000/- (Rupees Three Lakh Seventy Five Thousand only) is submitted along with or prior to opening of Part-A: Techno-commercial Bid.

- 2.2 No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the Tender. The check list format is enclosed at **ANNEXURE - V**. The Bid Bond shall be established by any Nationalized / Scheduled Commercial Bank through their branch / associate bank in Visakhapatnam and payable at Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the Bank Guarantee. Bonds, DD and Cheques issued by Co-operative banks are not accepted. **The Bid Bond should be valid for 120 (One hundred and Twenty) days from the last date fixed for receipt of Tenders.** The BG should be signed on all pages by the concerned Officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. **The BG shall be sent by the issuing Bank, directly to RINL, Purchase Dept., under registered post (A/D).** In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to RINL, Purchase Dept. with a covering letter to compare with the original BGs.
- 2.3 This Bid Money will not earn any interest.
- 2.4 The Tenderers may please note that the Bid Bond / Bid Money should be submitted either before opening (or) along with the **PART – A : Techno-Commercial Bid (VITAL)**. Tenderers may please note that the offers received without requisite Bid Bond / Bid Money shall be rejected summarily without asking any clarifications. The following categories of Tenderers are exempted from submission of EMD / Bid Bond:
- a) Central / State Government Public Sector Undertakings of India.
 - b) SSI Units / Micro and Small Scale Enterprises (MSEs) registered with NSIC / District Industries Centre of the state Government concerned for the item(s) / item category of Tendered item(s) for which the Tenderer is registered with the respective authority.
 - c) Manufacturing / Mining Units registered with RINL for the Tendered item(s)
- SSIs / MSEs and Units registered with RINL for the Tendered item(s) need to submit notarized copies of the relevant, valid registration certificates for claiming exemption of EMD. However, they are required to establish the Performance Guarantee Bond as per **Para 8.0 of Annexure-II** of Tender documents.
- 2.5 The Bid Bond is required to protect RINL-VSP against the risk of Tenderer's conduct which would warrant the security's forfeiture pursuant to **Para 2.10 below.**
- 2.6 A Bid which is not accompanied by Bid Bond of requisite value shall be rejected by RINL / VSP as non-responsive pursuant to **Para 6.0 of PART - IV**
- 2.7 An unsuccessful Tenderer's Bid Bond will lapse automatically after its validity date or, alternatively, be returned to the Tenderer if so required by it.

- 2.8 The successful Tenderer's Bid Bond will be discharged or returned upon the Tenderer executing the Contract and furnishing the Performance Guarantee Bond, pursuant to **Para 8.0 of Annexure-II** of Tender documents.
- 2.9 The EMD / Bid Money must be submitted along with or prior to opening of Pre-qualification Bid (Part-A). Tenders received without the Bid Bond / Bid Money of requisite value will not be considered by RINL.
- 2.10 The Bid Bond shall be forfeited:
- a) if a Tenderer withdraws or modifies its Bid during the period of Bid validity specified by the Tenderer;
 - b) in case of mis-representation / forgery noticed at any stage in the information / documents furnished by the Tenderer with the bid
 - c) in the case of a successful Tenderer, if the Tenderer fails to furnish Performance Guarantee Bond in accordance with **Para 8.0 of Annexure-II** of Tender documents.

3.0 **SUBMISSION OF OFFERS:**

- 3.1 Tenderers should submit their tenders in two parts:

**Part-A : Pre-qualification Bid and
Part-B : Price Bid**

in separate sealed envelopes indicating clearly on the cover whether it contains Part A: Pre-qualification Bid or Part B : Price Bid.

5.0 **QUOTING OF PRICE(S):**

- 5.1 A Schedule of rates as given in **Annexure -III** of the Tender Documents is prescribed for Part- B : Price Bid. All the tenderers are advised to submit their Part-B: Price Bid only in the prescribed Schedule of rates. Price bid should contain no caveat / conditions. Offers to the contrary will stand the risk of getting rejected.
- 5.2 Minimum rates in Rupees per wagon are to be indicated in the Schedule of Rates at **Annexure - III** of the Tender Documents.
- 5.3 All other charges, Taxes and duties prevailing on the date of scheduled tender opening shall be considered as inclusive of the rates quoted by the tenderer and are exclusive of GST and any variation in the statutory charges like, duties/taxes/GST shall be to the account of RINL during the stipulated completion period. In case of incomplete document or non-submission of cenvatable document by a supplier or Service Provider, the bill of the party cannot be processed for payment.

5.4 **Illustration of arriving Landed Net of Input Tax Credit (LNITC) price:**

- (i) The L1 rate will be arrived at based on the rate quoted by the agency. The illustration is as given below, in case the payment terms are as per the Clause 7.02 of Annexure-II of General Conditions for Acceptance to Tender i.e. payment to be released on 60th day from the date of receipt of Bills complete in all respects :

Particulars	Illustration
Covering & Uncovering of Tarpaulin job	Rs.100/- per wagon
GST @ 18%	Rs.18/- per wagon
Landed cost	Rs.118/-
LNITC	Rs.100/- (118-18)

- (ii) In case of deviation in payment terms w.r.t the Clause 7.02 of Annexure-II of General Conditions for Acceptance to Tender i.e. payment to be released on 60th day from the date of receipt of Bills complete in all respects, the loading towards deviation in payment terms is as given below :

Particulars	In case payment to be released on 30 th day from the date of receipt of bills	In case payment to be released from the date of receipt of bills (Zero credit)
Covering & Uncovering of Tarpaulin job	Rs.100/- per wagon	Rs.100/- per wagon
GST @ 18%	Rs.18/- per wagon	Rs.18/- per wagon
Landed cost	Rs.118/-	Rs.118/-
Loading towards interest for deviation in payment terms	Rs.1.84 (Rs.118*19%*30/365)	Rs.3.69 (Rs.118*19%*60/365)
Total Landed Cost	Rs.119.84 (Rs.118/- + Rs.1.84)	Rs.121.69 (Rs.118/- + Rs.3.69)
LNITC	Rs.101.84 (119.84 – 18/- GST)	Rs.103.69 (121.69 – 18/- GST)

No extra weightage shall be given for higher credit payment more than 60 days.

6.0 **VALIDITY OF THE OFFER:**

- 6.1 Each tenderer shall keep his offer firm and valid for acceptance by RINL for a period of **120** (one hundred twenty) days from the date of opening of tenders.

7.0 **STATEMENT OF DEVIATIONS:**

- 7.1 If any tenderer is unable to accept any particular term(s) as incorporated in the Tender document, or proposes any deviation therefrom, the Tenderer shall enclose along with his offer, a statement of deviations clearly spelling out the deletions / deviations proposed, which may, however, have an impact on the evaluation of his offer or rejection by RINL. **As a token of acceptance of the terms and conditions of the tender, the tenderer shall submit a letter as per the proforma at Annexure -IV of the tender document along with the Pre-qualification bid.**

8.0 **OTHER GENERAL POINTS RELATING TO THE PREPARATION / SUBMISSION / DESPATCH OF THE OFFER:**

- 8.1 The detailed offer together with its enclosures should be submitted as Part-A - Pre-qualification Bid in a sealed envelope. Part-A should contain all details, other information/ data/ documents/ confirmations/ deviations, if any. Confirmation with regard to information/ data/ documents to be furnished by tenderers as per Para 1.1 above are also to be enclosed in Part-A.
- 8.2 Each page of the offer should be numbered consecutively, referring to the total number of pages comprising the entire offer, at the top right-hand corner of each page.
- 8.3 Each page of the offer should be signed by the authorised officer(s) of the Tenderer.
- 8.4 The Part-A – Pre-qualification Bid of the offer together with its enclosures and Part-B – Price Bid should be sealed in separate envelopes clearly indicating the cover whether it contains Part-A or Part-B should bear in Block capital letters, superscription **Tender for** appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at kirandul/Bacheli to Visakhapatnam Steel Plant **Tender No. PUR 8.66.TARP/0077, Dated 08/05/2018"**. The name and address of the tenderer should be mentioned on the envelope.
- 8.5 Both the envelopes referred to in para 8.4 above should be kept in another sealed envelope addressed to the **ED (MM), Administration Building, 3rd Floor, Block-A, Purchase Dept, Visakhapatnam Steel Plant, Visakhapatnam 530031, Andhra Pradesh, India** and should bear in Block Capital Letters the superscription **"OFFER IN RESPONSE TO TENDER NO. Pur PUR 8.66.TARP/0077, Dated 08/05/2018"**.
- 8.6 Tenders will be accepted upto **1030 Hrs (IST), on 23/05/2018**. The Part-A: Pre-qualification bid of the tenders shall be opened immediately thereafter in the presence of the tenderers or authorised representative of the tenderers, who may choose to be present.
- 8.7 Offers made in Single bid shall be rejected.

8.8 In case any tenderer is silent on any clauses mentioned in this tender document, RINL shall construe that the tenderer had accepted the clauses as per this Invitation to Tender.

8.9 The price quotations should be given in the Part - B : Price bid and not in any other accompanying documents or statement. No revision in the price (s), terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

8.10 Offers received by RINL by cable, telex, fax, e-mail or telegrams and tenders received late / delayed will not be considered under any circumstances.

9.0 **COMPLETENESS OF THE TENDER:**

9.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable to rejection.

10.0 **PUNITIVE ACTIONS TO BE TAKEN AGAINST AGENCIES WHO SUBMIT FALSE/FORGED DOCUMENTS TO RINL:**

10.1 If it comes to the notice of RINL at any stage from request for enlistment/ tender document that any of the certificates / documents submitted by applicants 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 5 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 anywhere 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.

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ANNEXURE -II TO ITT NO. Pur PUR 8.66.TARP/0077, Dated 08/05/2018

GENERAL CONDITION OF ACCEPTANCE TO TENDER for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli.

1.0 TENURE AND QUANTITY:

1.01 Completion period – Date from the issue of LOA/work order is w.e.f. June-2018 to September-2018. However, the initial period of award of work in the contract shall be for two months and shall be extended by RINL at the end of each month based on certification of the works dept of RINL w.r.t. RINL's further requirement, the satisfactory performance and cost-benefit analysis to RINL for the completed month. The decision of RINL shall be final and binding w.r.t Extension of the contract or otherwise.

1.02 The following is the Estimated inflow of IRON ORE FINES will be approximately 5310 Wagons per month from NMDC Bacheli/Kirandul.

Sl. No	Description	Number of Wagons
		June to September-2018
1	Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli	21,240 Wagons (90 Rakes per month)

1.03 The above quantity is only indicative and is subject to variation depending on RINL-VSP's production schedule and actual requirements at plant. No claim what so ever on this account shall be entertained.

1.04 The contractor has to commence the work within 15 days of award of contract/LOA.

2.0 SCOPE OF WORK :

2.01 Covering of all Iron Ore Fines wagons dispatched from NMDC mines (Bacheli/Kirandul) to RINL with 100% waterproof tarpaulin: The agency will arrange proper covering of each wagon during loading of IRON ORE FINES wagon wise at loading point with 100% waterproof tarpaulin and ensure that Tarpaulin cover on the wagons are intact till the material reaches and unloaded at RINL siding.

2.02 Uncovering and collection of tarpaulin at Raw Material Handling Plant of RINL-VSP: The Agency will arrange for uncovering and collection of used tarpaulins at RMHP/RINL-VSP, Visakhapatnam. The collection of tarpaulin will be done by the agency at his own cost and gate pass shall be issued by RMHP of RINL-VSP to the contractor for taking back the same.

2.03 The contractor appointed should obtain the required clearances from M/s.NMDC and Railways regarding Covering of wagons with Tarpaulin at loading points. Also the contractor should obtain the required clearances from RINL for uncovering and

collection of tarpaulin at RMHP-RINL in advance before the rakes are entered into RINL. The contractor should ensure that there is no delay in rakes release at RINL on account of uncovering of wagons.

2.04 **SAFETY**

- a) Safety of the workmen engaged by the contractor in connection to this work is the sole responsibility of the contractor.
- b) The agency shall provide all personal protective equipment (PPE) to the workmen.

2.05 The Contractor shall be required to post qualified and competent representatives at the loading points for close coordination with the Suppliers for getting timely information of loading, undertake Covering of IRON ORE FINES wagons Covered with waterproof tarpaulin containing the number of individual wagon numbers of the rakes, RR Nos., tonnage loaded, date of loading etc. Further the agency should inform Raw Material Handling Plant daily about the details of Rakes covered by tarpaulin in the format to be prescribed by RMHP.

2.06 **Integrity Pact:** The Tenderer is required to unconditionally accept the “Integrity Pact” enclosed at **Annexure – VII** to the tender document and shall submit the same duly signed along with his offer. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered. The details of the Nodal officer and Independent External Monitor (IEMs) are as are given hereunder.

<u>Nodal Officer</u>	<u>IEM</u>
Shri A.Bhattacharya, GM(MM) 3 rd floor, Main Administrative Building, Visakhapatnam Steel Plant, Rashtriya Ispat Nigam Limited, VISAKHAPATNAM – 530031	(1) Shri Venugopal K Nair IPS (Retd.) P-1 Chakola Water Ford, Pandit Karuppan Road, Near Sacred Heart College, THEVARA, COCHIN – 682 013. Contact numbers : 91-484-2664223 09447500010 (Mobile) E-mail : vgknair@gmail.com
	(2) Shri Shiva Prasad Rao Flat No. 4 H, South Park Apartment Opp. HDFC Bank Nallagandla By pass Road, Nallagandla, Serilingampally, Hyderabad – 500 019 Mobile: +91 9908511188 Email: sivaprasadarao1950@gmail.com spr50@rediffmail.com

2.07 The Nodal officer for the purpose of Integrity pact shall be :

Shri A.Bhattacharya,
General Manager (MM),
3rd Floor, Main Administrative Building,
Visakhapatnam Steel Plant,
Rashtriya Ispat Nigam Limited,
VISAKHAPATNAM – 530031.

3.0 **PENALTY CLAUSE:**

- a) All loaded wagons of Iron Ore Fines during the tenure of the contract are to be covered with 100% water proof tarpaulin, in case some loaded wagons found without tarpaulin cover, an amount equivalent to 10% of the rate payable per wagon shall be recovered besides non-payment.
- b) In case any accumulated rain water is noticed in any iron ore fines loaded wagons 10% of the rate payable per wagon shall be recovered from the contractor besides non-payment.
- c) Any demurrage or penalty levied by Railways or supplier for delay due to covering of wagons with tarpaulin shall be borne by the contractor only.
- d) Penalty will be levied based on the certification from an executive of RMHP not below the rank of E-7 at the unloading point of material which shall be jointly signed by the contractor's authorized representative.

4.0 **SPECIAL TERMS & CONDITIONS :**

- 4.1 Contractor should be required to render all services as may be required by RINL in connection with the tarpaulin covering of IRON ORE FINES wagons from time to time.
- 4.2 Contractor should keep RINL informed about the names and addresses of their representatives posted at different loading points for RINL's job.

5.0 **GENERAL CONDITIONS OF CONTRACT :**

- 5.01 The Contractor shall not assign this contract or any part of it, if awarded to him, to any person / Organisation or give sub-contract or sublet without the written consent from RINL / VSP.
- 5.02 RINL, VSP reserves the right to appoint more than one agency / agencies or Contractors for this very job during the currency of this contract and such an act shall not confer any right on the analyst for any compensation or alteration of the terms of this contract.
- 5.03 RINL, VSP reserves the right to terminate this contract, if the performance is found unsatisfactory without any prejudice to other remedies available under this contract.

6.0 **REMUNERATION :**

- 6.01 Minimum rates in Rupees per wagon (including purchase of tarpaulin, transportation of tarpaulin and all other charges, excluding GST) are to be indicated in the Schedule of Rates at **Annexure - III** of the Tender Documents.

6.02 The rates quoted in the “Schedule of Rates” shall be firm during the currency of this contract as indicated at para 1.01 above.

6.03 All other charges, Taxes and duties prevailing on the date of scheduled tender opening shall be considered as inclusive of the rates quoted by the tenderer and exclusive of GST and any variation in the statutory charges like duties/taxes/GST shall be to the account of RINL during the stipulated completion period. Wherever GST is said to be claimed as extra, the same would be paid against CENVATABLE document submitted. Else, the component of GST would be computed and deducted from the bills of the Party.

7.0 **BILLING PROCEDURE & PAYMENT TERMS :**

7.01 Fortnightly Bills in triplicate complete in all respects along with, dispatch particulars indicating wagon numbers shall be submitted in triplicate to DGM(MM - PURCHASE) Visakhapatnam Steel Plant, Visakhapatnam-530 031 (2 No Purchase dept copy + 1 No RMHP dept Copy),.

7.02 The bills shall be forwarded to General Manager, RMHP, RINL-VSP for certification and based on certification, the Bill amount shall be released on 60th day from the receipt of Bills complete in all respects. The payment shall be made to the credit of Party's Bank account by Electronic Fund transfer (EFT) / RTGS. The successful tenderer has to submit Bank account details in the prescribed proforma of the Company after receipt of LOA.

7.03 Statutory deductions like Income Tax etc., deductible at source, if any, shall be made at source as per rules prevailing and certificate shall be issued to that effect.

7.04 The payment shall be made for the actual number of wagons covered by Tarpaulin and received by RINL as per the certificates issued by our Raw Materials Handling Plant (RMHP) after adjusting the penalties, if any as per Clause No.3.0 above.

7.05 For diverted rakes i.e., rakes covered by the Contractor but not received by RINL, payment shall not be made.

8.0 **PERFORMANCE GUARANTEE :**

8.01 Within 15 (Fifteen) days from the date of Acceptance to Tender / LOA, the successful Tenderer shall furnish Performance Guarantee Bond in the form of a Bank Guarantee as per proforma at **Annexure - VI** of the tender document, for an amount of 5% of the order value. No change in the prescribed proforma of the Bank Guarantee for Performance Guarantee bond is acceptable, and it should be received in the office of Deputy General Manager (MM - Purchase), RINL/VSP within 15 (Fifteen) days from the date of Acceptance to Tender. The payment shall be released only after submission of Performance Guarantee as mentioned above.

8.02 The Performance Guarantee Bond should be established in favour of RINL through any Nationalized Bank situated at Visakhapatnam or outstation **with a clause to enforce the same on their local branch at Visakhapatnam**. If the bond is issued

by any scheduled bank (other than nationalized bank), bond is to be issued by the branch located in Visakhapatnam only. Bonds from Co-operative banks are not accepted.

- 8.03 The Performance Guarantee Bond shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the Purchaser under the terms & conditions of Acceptance to Tender.
- 8.04 The successful tenderer is entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specifications and all other documents referred to in the Acceptance to Tender.
- 8.05 The Performance Guarantee Bond shall be kept valid and in full force and effect during the period of the contract and shall continue to be enforceable for a period of 120 (One hundred & twenty) days from the end date of tenure of the Contract. In the event of extension of the tenure of the contract by RINL, the validity of the Bank Guarantee shall be extended accordingly.
- 8.06 The Performance Guarantee Bond is liable to be forfeited or appropriated towards any loss that may be sustained by RINL / VSP as a result of any act or omission on the part of the Contractor.
- 8.07 The Performance Guarantee Bond shall be released after 60 (Sixty) days from the end date of tenure of the Contract, subject to clearance from our Raw Materials Handling Plant, under the Acceptance of Tender.
- 8.08 The Contractor shall also submit a certificate to the effect that he has no claim(s) against the RINL / VSP under the Contract. However, if any of the Bills submitted by the Contractor for works done / obligations discharged as per the contract, remain pending at the time of furnishing the above certificate, the certificate may be furnished in the following manner:
“ I/we hereby certify that there are no claims against Rashtriya Ispat Nigam Limited under the Contract No. for the work, except to the extent of the claim referred by me/us as per the bills mentioned hereinafter”.

9.00 **LABOUR LEGISLATION & INDEMNITY :**

- 9.01 The Contractor shall be solely liable for any injury and / or damage that may be caused to his men or any person due to accident or otherwise. Contractor shall be also liable for damages caused to any property by his men or materials while executing this contract. Contractor shall indemnify and keep RINL indemnified and save RINL from the losses that RINL may be put to on account of any fault on the part of the Contractor.
- 9.02 The Contractor shall comply with all statutory rules and provisions as applicable to him to carryout this job.

10.0 **ARBITRATION AND JURISDICTION:**

- 10.1 All disputes arising out of or in connection with the Acceptance to Tender shall be finally settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The Arbitration bench shall give a reasoned award. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be Visakhapatnam, India and language of arbitration shall be in English.
- 10.2 In case of any legal proceedings are instituted against Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, they shall be instituted in the appropriate Civil courts of Visakhapatnam and the Courts at Visakhapatnam only shall have Jurisdiction.

.....

ANNEXURE - III TO TENDER NO. PUR 8.66.TARP/0077, Dated 08/05/2018

**PROFORMA FOR PART B: PRICE BID
(REFER CL.5.0 OF ANNEXURE - I OF TENDER DOCUMENT)**

SCHEDULE OF RATES

1. Name of the Tenderer :

2. Address :

3. Covering of IRON ORE FINES wagons with
100% water proof tarpaulin, uncovering and
collection of the same at RMHP by contractor : Rs. _____ per **Wagon**
(For detailed scope of work refer clause 2.0 of (Rupees only)
Annexure - II of tender document)

4. GST @ _____% Rs. _____ per **Wagon**
(Rupees only)

.....
Signature of the tenderer with stamp

Note: The rates quoted shall be inclusive of all charges, duties and taxes etc. as applicable on the date of quotation.

ANNEXURE - IV TO TENDER NO. Pur PUR 8.66.TARP/0077, Dated 08/05/2018

**PROFORMA OF LETTER OF ACCEPTANCE OF THE TERMS AND
CONDITIONS MENTIONED IN THE TENDER (REFER CL.7.0 OF
ANNEXURE - I OF TENDER DOCUMENT)**

To
THE EXECUTIVE DIRECTOR (MM)
BLOCK - A, PURCHASE DEPARTMENT
ADMINISTRATIVE BUILDING,
RASHTRIYA ISPAT NIGAM LIMITED,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM-530031

Dear Sir,

Sub: Your Tender Notice No. Pur PUR 8.66.TARP/0077, Dated 08/05/2018.

With reference to your Tender No. Pur PUR 8.66.TARP/xxxx Dated xx/xx/2018, for appointment of Contractor for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Bacheli and Kirandul to RINL-VSP, we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

*** There are no other deviations to the above captioned tender / Statement of deviations in enclosed to this letter.

The attached form is filled in and is duly signed for your ready reference in agreement with vital eligibility criteria

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

" *** " : Strike off which ever is not applicable.

Note: If there are any deviations / deletions from the terms and conditions mentioned in the tender document a separate statement duly signed should be sent along with the offer.)

Form attached with Annexure IV of ITT

1.Name of Bidder:

2. Postal Address for Correspondence

Telephone number

FAX number

Email Address

3. Details of BID BOND

4 . (a) Please confirm turn over of more than 50 lakhs per annum during the preceding two financial years as per our eligibility criteria. Refer para 2(a) of our Notice inviting tender. (Yes/No)

(b) Whether copy of last 2 years balance sheet /profit and loss account and certificate from Chartered accountant is enclosed. (Yes/No)

5. Please confirm that you have the experience as mentioned at para 2(b) of Notice Inviting Tender. (Yes/No)

Please submit the relevant documents and give the details in the form below.

SI No	Name of work executed	Organisation	Value of work	Volume of work	Period of contract	Performance certificate

6.Whether full fledged office is available at present or you will be able to establish office as per para 2(c) of our invitation to tender? (Yes/No)
(documents enclosed in support of your reply at 7(a) above) (Yes/No)

(Signature and Seal of Tenderer)

(ANNEXURE - V TO TENDER NO. Pur PUR 8.66.TARP/0077, Dated 08/05/2018)
PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT VISAKHAPATNAM OR OUTSATTION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VISAKHAPATNAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT VISAKHAPATNAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To
Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant,
Admn. Building,
Visakhapatnam-530 031.
INDIA.

Bank Guarantee No. Dt.

LETTER OF GUARANTEE

WHEREAS Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant (hereinafter referred to as RINL) have invited Tenders vide Tender No. **Pur. 8.66.TARP/0077, Dated 08/05/2018** (hereinafter referred to as the said Invitation to Tender) for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul & Bacheli.

AND WHEREAS the said Invitation to Tender requires that any eligible Tenderer wishing to make an offer in response thereto shall establish an irrevocable Bid Bond in favour of RINL in the form of Bank Guarantee for (**) Rs. and valid upto as guarantee that the tenderer:

- a) shall keep his offer firm and valid for acceptance by RINL for a period of 120 (One Hundred and Twenty) days from the date of opening of tenders.
- b) shall, in the event of the offer being accepted by RINL, establish a Performance Guarantee (PG) Bond in favour of RINL, in the form of Bank Guarantee for a value of 5% of the order value within 15 Fifteen days from the date of Acceptance to Tender / LOI or before commencement of supplies, whichever is earlier.

AND WHEREAS M/s.....(hereinafter referred to as the said Tenderer) wish to make an offer in response to the said Invitation to Tender for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul/Bacheli.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Tenderer failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant, Visakhapatnam, INDIA on demand and without protest or demur (**) Rs..... (Rupees.....).

This Bank further agrees that the decision of RINL as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

This Bank further agrees that the Guarantee herein contained shall not be affected by any change in the constitution of the SELLER and/ or the TENDERER.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at (Address of local branch at Visakhapatnam).

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto 180 days from the due date of opening the tenders.

For and on behalf of

(Name of the Bank)

Signature

Name

()

Duly constituted attorney and
authorised signatory

Designation :

Name and Address :
of the Bank

ANNEXURE - VI TO TENDER NO. PUR 8.66.TARP/0077, Dated 08/05/2018

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE
BOND (REFER CL.8.0 OF ANNEXURE - II OF TENDER DOCUMENT)**

(To be submitted on Non-judicial stamp paper of value of Indian Rupees one Hundred)
To

Rashtriya Ispat Nigam Limited,
Visakhapatnam Steel Plant,
Administrative Building,
Visakhapatnam-530031

Bank Guarantee No
LETTER OF GUARANTEE

Dt

WHEREAS M/s _____ hereinafter referred to as the CONTRACTOR) and M/s RASHTRIYA ISPAT NIGAM LIMITED (hereinafter referred to as the PURCHASER) have entered into an AGREEMENT vide ACCEPTANCE TO TENDER No. _____ Dated _____ (hereinafter called the said A/T) for for Covering of IRON ORE FINES wagons booked for RINL with 100% waterproof Tarpaulin at NMDC mines at Kirandul & Bacheli to RINL-VSP (hereinafter referred to as the WORK) on the terms and conditions mentioned therein.

2. We, (name of bank & branch) at the request of the CONTRACTOR, do hereby undertake and indemnify and keep indemnified the PURCHASER to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the PURCHASER, by reason of any breach by the CONTRACTOR of any of the terms and conditions of the said A/T and/or in the performance of the said A/T by the CONTRACTOR. We agree that the decision of the PURCHASER as to whether any breach of any of the terms and conditions of the said A/T or in the performance thereof has been committed by the CONTRACTOR and the amount of loss or damage that has been caused to or suffered by the PURCHASER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith to the PURCHASER on demand and without protest or demur.

3. We, (name of bank & branch) hereby further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said AGREEMENT and that it shall continue to be enforceable for (a) six months after the completion of the tenure of the Contract under the said AGREEMENT or (b) in the event of any dispute(s) between the PURCHASER and the CONTRACTOR, until such period(s) the dispute is settled fully, whichever date is the latest and that if any claim accrues or arises against us, (name of bank & branch) by virtue of this guarantee before the dates referred to at (a) and (b) herein above, the same shall be enforceable against us, (name of bank & branch), notwithstanding the fact that the same is enforced after the dates referred to at (a) or (b) herein above, whichever date is the latest, provided that notice of any such claim has been given by the PURCHASER before the

dates referred to at (a) or (b) herein above, as the case may be. Payments under this LETTER OF GUARANTEE shall be made promptly upon our receiving the notice to that effect from the PURCHASER on demand and without protest or demur.

4. We, (name of bank & branch) fully understood that this Guarantee shall become effective from the date of the said A/T and undertake not to revoke this Guarantee during its currency without the prior written consent of the PURCHASER.

5. We, (name of bank & branch) hereby further agree that the PURCHASER shall have the fullest liberty, without affecting in any manner our obligations here under, to vary any of the terms and conditions of the said A/T or to extend the time of performance of the said A/T by the CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by the PURCHASER against the CONTRACTOR and to forbear or to enforce any of the terms and conditions relating to the said A/T and We, (name of bank & branch) shall not be released from our liability under this Guarantee by reason of any such variation or extension being granted to the CONTRACTOR or any forbearance and/ or omission on the part of the PURCHASER or any indulgence by the PURCHASER or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us from our liability under this Guarantee.

6. We, (name of bank & branch) hereby further agree that the Guarantee herein contained is initially valid upto _____ and that the same shall be extended further according to the provisions contained herein above.

7. We, (name of bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the CONTRACTOR and/ or the PURCHASER.

8. We, (name of bank & branch) further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our Branch office at Visakhapatnam situated at (Address of local branch at Visakhapatnam).

FOR AND ON BEHALF OF
(name of bank & branch)

Signature:
Name:

DULY CONSTITUTED ATTORNEY
& AUTHORISED SIGNATORY
Designation (Name of Bank & branch)

(ANNEXURE- VII TO TENDER NO. PUR 8.66.TARP/0077, Dated 08/05/2018)
(Refer Para 2.07 of Annexure-II to tenderers)

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

(nature of contract, in brief). 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 anticorruption 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 RI NL.

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-RI NL 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 RI NL 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 RI NL/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 RI NL.

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 dulyfurnishing 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)

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

Place -----

Date -----

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)

