

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, Fax: (0891) 2518764 E-mail Id: hod_projcont@vizagsteel.com, projcont@vizagsteel.com Web site: www.vizagsteel.com

GLOBAL OPEN TENDER NOTICE NO.VSP- 107 OF 2009-10 dated: 09.01.2010

Sealed tenders on Two-Part system (Part-I: Techno-Commercial & Part-II: Price Bid) in the prescribed form are invited from experienced contractors for the following work:

1. Name of the work: Automatic On – Line profile measuring gauge for MMSM.

(Specification no: VSP/DEE-MMSM-007 (R1))

Cost of Tender Document (Non-Refundable)			Completion period	Annual turnover	Earnest Money Deposit
By hand / By down-loading	By Post (Indian destinations)	By Post (Foreign destinations)	6 (Six) months for Design, Engg & Supply and 8 (Eight) months for Installation, Testing & Commissioning from the date of issue of FAX LOA.	Rs.96.90 lakh or equivalent Foreign currency	Rs.3,75,000/- or equivalent Foreign currency
Rs.1,800/- or equivalent Foreign currency	Rs. 2,000/- or Foreign currency	Rs. 3000/- or equivalent Foreign currency			

2. Brief Scope of work:

Design, Engineering, Manufacture, Software development, Storage, Installation, Testing & Commissioning of equipment for Automatic On – Line profile measuring gauge for MMSM of Visakhapatnam Steel Plant as per Tender Specification no: VSP/DEE-MMSM-007 (R1).

3. Procurement of tender document:

The tender document can be procured / obtained -

- By downloading from VSP website www.vizagsteel.com
- By hand (i.e., collection in person) / by post from the office of GM(Projects) - Contracts, Project Office, A-Block, Room No.9, Visakhapatnam Steel Plant, Visakhapatnam-530 031 **on written request on bidder's letter head and payment of tender cost.**
- The last date & time for receipt of requisitions for tender documents is **up to 4.30PM (IST) on 29.01.10**
- The last date & time for issue of tender documents is **up to 4.30PM (IST) on 30.01.10**

- v) Cost of Tender documents(s) shall be paid in the form of **DD/PO/BC** obtained from any Nationalized or scheduled bank drawn in favour of Rashtriya Ispat Nigam Ltd., Visakhapatnam Steel Plant payable at Visakhapatnam. **No other mode of payment will be acceptable.**

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

4. Tenderers are required to submit the Earnest Money Deposit in the form of Demand Draft /Banker's Cheque/Pay Order drawn in favor of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant payable at Visakhapatnam. No other mode of EMD shall be accepted.

5. Pre-Qualification Criteria (PQC) for consideration of Tender:

- a) The tenderer should have executed a single work order of similar nature as mentioned below:

“The tenderer shall have experience of supply,commissioning of On – Line profile gauge in any continuous structural mill”

- b) The tenderer should have an average annual financial turnover of **Rs.96.90 lakh** or equivalent Foreign currency during the last three financial years (i.e., from 2006-07 to 2008-09).

Note: In case of documents in currency other than Indian Rupees, the conversion of foreign currency into Indian Rupees will be as per the Bill Selling Rate as per Foreign Currency Ready Rates of State Bank of India as on the date of opening of Envelope-I.

- c) P.F. Registration Certificate indicating the Employees' P.F. Code Number. If the tenderer does not have PF code number, they shall give an undertaking that they will engage a sub-contractor having PF code number for execution of their erection work.

The tenderer should have an independent Provident Fund Code number issued by the Employees Provident Fund Organisation, Govt. of India, in their name.

In case a foreign agency does not possess the same, they shall give an undertaking as per Annexure-II of this document.

- d) The tenderer is required to unconditionally accept the “Integrity Pact” enclosed to the tender document and shall submit the same duly signed along with his offer in Envelope-I. Offer of the tenderer received without Integrity Pact duly signed, shall not be considered.

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

- i) The proof of the same as mentioned at 5(a).
- ii) Audited balance sheets, Profit & Loss account of the company for the years in proof of 5(b).
- iii) P.F. Registration Certificate indicating the Employees' P.F. Code Number **or** a letter undertaking that they will engage a sub-contractor having PF code number for execution of their erection work as per 5(c) above.

- iv) Duly filled in Integrity Pact in line with 5 (d) above.

VSP reserves the right to reject the offer in case the above documents are not enclosed along with the offer. The authorized representative of the tenderer shall sign on all the copies of the documents submitted along with the tender document.

6. Form of submission:

The tenderers are requested to note that: –

- i) The offer shall be made in three sealed envelopes (Envelope-I, Envelope-II and Envelope-III).
- ii) **First Envelope** to be super scribed as **“Envelope-I - PQC documents” with name of the work, tender notice number, due date & time** and shall contain –
 - a) Cost of the Tender document (Incasse of tenderers who submit their tenders by down loading from the website).
 - b) **EMD** shall be furnished as per clause no: 2.2 (a) of ITT, in the form of **DD/PO/BC**.
 - c) Documents in proof of PQC in three (3) sets (i.e., One original + 2 copies)
 - d) Duly signed **“Integrity Pact”** enclosed at Annexure-I of this document.
 - e) Bank Account details for e-payment as per the format at Appendix-9 of GCC.
- iii) **Second Envelope** i.e., Techno-Commercial Offer to be superscribed as **Envelope-II (Techno-Commercial Offer) with name of the work, tender notice number, due date & time** and shall contain –
 - a. Technical Offer 6 copies (01 original + 05 copies).
 - b. Commercial Offer 6 copies (01 original + 05 copies).
 - c) Signed Copy of price schedule format as quoted, with prices blanked as ‘XXXX’. **Prices shall not be indicated in this part.**

Note: The tenderer shall confirm that no terms/conditions are written on the price bid.

- iv) **Third Envelope** i.e., Price bid to be super scribed as **Envelope-III (Price Bid) with name of the work, tender notice number, due date & time** and shall contain Price bid in **Original only** in VSP’s prescribed format as given in the tender document.
- v) **In case of any clarifications regarding price bids, tenderers are requested to contact dealing officer concerned in Project Contracts dept.**

Note: For the purpose of evaluation of price bids, the price quoted in USD or Euros or any other foreign currency shall be converted as per the Bill Selling Rate as per Foreign Currency Ready Rates of State Bank of India as on the date of opening of Price Bid.

7. 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 **up to 14.30 PM (IST) on 20.02.2010.**

8. Procedure for opening of tender:

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

- i) The Envelope-I shall be opened immediately after the last date and time of receipt of tender i.e., **after 14.30 PM (IST) on 20.02.2010** and verification of cost of tender, EMD & PQC documents and Documents pertaining to ESI and Service tax shall be done.
- ii) Envelope-II (Techno-Commercial Offer) shall be opened immediately thereafter on satisfactory fulfillment of requirement of Envelope-I or at a later date and time which shall be intimated to the tenderers.
- iii) Time, date and venue of opening of Envelope-III (Price bid) of the tender, shall be intimated to the tenderers whose offers are found technically and commercially acceptable.

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

- i. Detailed Notice Inviting tender (NIT)
- ii. ITT & General Conditions of Contract (GCC) – VSP-TTK/DTK-01 (Global)
- iii. Addendum to ITT, GCC i.e., VSP-TTK/DTK-01(Global)
- iv. Technical specification.
- v. Price Schedule format.

(The tenderers are requested to quote their prices strictly in VSP's price format)

10. The documents placed in website along with this detailed Notice Inviting Tender forms the complete tender document. All the documents along with detailed NIT as placed in the website is final. On verification, at any time, whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents, downloaded from our website / issued are found tampered/alterd/incomplete, they are liable for actions like rejection of the tender, cancellation & termination of the contract, debarring etc., as per the rules of the company.
11. It will be presumed that the tenderers have gone through the GCC, its Technical specification and Price schedule of the tender document which shall be binding on them.
12. The tenderer shall download the "TENDER DOCUMENT" available on the website in totality and submit the same duly signed on each page in Envelope -II.
13. Interest free advance shall not be considered. In case tenderer stipulates such condition, their tender shall be summarily rejected.

14. 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.
15. One representative shall represent one firm only for collection of tender document.
16. Tender documents will be issued to tenderers based on their request and on payment of tender cost or same can be downloaded from our web site by submitting the cost of tender along with their offer. However, RINL will not be responsible for any delay/loss/any website related problems in downloading the tender documents etc., RINL reserves the right to (a) Issue or Refuse tender documents without assigning any reason. (b) Split and award the work to more than one agency (c) Reject any or all the tenders or to accept any tender wholly or in part or drop the proposal of receiving tenders at any time without assigning any reason there of without any liability to RINL and without being liable to refund the cost of tender documents thereupon.
17. 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 applicants for enlistment or by bidders are found to be false/fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 5(five) years including termination of contract, if awarded EMD/Security Deposit etc. if any, will be forfeited. The Contracting Agency in such cases shall made 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.
18. The tenderer shall submit **Service Tax Registration Certificate** along with their offer. In case the same is not available with them, they shall submit a letter of undertaking to submit the same before conclusion of agreement, in the event of becoming L-1 and shall be kept in **Envelope-I**.
19. The tenderer shall submit a copy of their **ESI Registration Certificate** indicating their code number. In case the same is not available, the agency shall submit a letter of undertaking to submit the same before the work is awarded, in the event of becoming L-1 and shall be kept in **Envelope-I**.
20. RINL will not be responsible for any delay, loss or non-receipt of tender document or tender sent by Post/Courier etc.
21. Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended/postponed. Tenderers desirous to modify their offer/terms may submit their revised/supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).

22. 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.
23. 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.
24. The contact details of the Nodal Officer of the Integrity Pact Programme are as follows:

Sri C.G. Patil
Director (Commercial)
Visakhapatnam Steel Plant
Visakhapatnam-530 031, AP – India
Ph No: (+01) 891-2518370, Fax No: (+01)891-2518475
e-Mail Id: dcrinl@vizagsteel.com

Sri P.C.Parakh, IAS(Retd.) has been appointed as External Independent Monitor (EIM) to oversee the implementation of 'Integrity Pact' in RINL. The bio-data of Sri. P.C. Parakh, IAS(Retd.) is available in the RINL website for public viewing.

25. Tenderer shall necessarily indicate **contact person's name, Fax number and valid and active E-mail address** in their offer for taking up the matters related to technical & commercial. Communication given through the Fax numbers/E-mail IDs indicated shall be deemed as duly delivered to the tenderer.

GM (Projects) - Contracts

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 Automatic On – Line profile measuring gauge for MMSM as per Specification no: VSP/DEE-MMSM-007 (R1). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an External Independent Monitor(s) (EIM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of EIMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 – Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of RINL and in addition can initiate disciplinary action.

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

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

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

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

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

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

- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of *Section 2* above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under *Section 2* above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under *Section 2* above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

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

Section 5 – Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgressions occurred in the last three (03) years with any other Company in any country conforming to the anti- corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

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

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible External Independent Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The EIM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact,
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/RINL. The Nodal Officer shall refer the complaint / non compliance so received by him to the EIM, already appointed or to be appointed for that case.
- (3) The EIM is not subject to instructions by both the parties and performs his functions neutrally and independently. The EIM(s) will submit report to the CMD, RINL.
- (4) The Bidder(s)/Contractors(s) accepts that the EIM 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 EIM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The EIM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- (5) The Principal will provide to the EIM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to EIM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the EIM the option to participate in such meetings.

- (6) As soon as the EIM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The EIM can in this regard submit non binding recommendations. Beyond this, the EIM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The EIM will submit a written report to the CMD, RINL within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the EIM.
- (8) EIM may also submit a report directly to the CVO of RINL and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of EIM shall be borne by RINL/VSP as per terms of appointment of EIMs.
- (10) The word '**Monitor**' means External Independent Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

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

Section 10 – Other provisions:

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

- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

**GUIDELINES FOR INDIAN AGENTS OF
FOREIGN “SUPPLIERS/CONTRACT AGENCIES”**

- 1.0 There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with RINL in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with RINL shall apply for registration in the prescribed Application Form.
- 1.1 Registered agent needs to submit before the placement of order by RINL, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent alongwith the details of the commission/remuneration/salary/retainer being paid by them to the agent(s).
- 1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:**
 - 2.1 *Bidders of Foreign nationality shall furnish the following details in their quotation/bid:*
 - 2.1.1 The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.
 - 2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by RINL in Indian Rupees only.
- 3.0 **DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:**
 - 3.1 *Bidders of Indian Nationality shall furnish the following details/certificates in/alongwith their offers:*
 - 3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.
 - 3.1.2 Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).
 - 3.1.3 The amount of commission/remuneration included for bidder in the price (s) quoted

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

ANNEXURE –II

UNDERTAKING TO BE SUBMITTED BY FOREIGN TENDERERS WHO DOES NOT POSSESS AN INDEPENDENT PROVIDENT FUND CODE NUMBER, ISSUED BY THE EMPLOYEES' PROVIDENT FUND ORGANISATION, GOVT OF INDIA, IN THEIR NAME

Name of the work :
Tender Notice No :
To

.....

.....
Visakhapatnam Steel Plant,
Visakhapatnam-530031.
Andhra Pradesh,
INDIA.

We hereby confirm that in the event of our becoming L-1 in the subject tender, and in the event of this work being awarded to us, we will obtain an independent provident Fund Code number, issued by the Employees' Provident Fund Organization, Govt. of India , in our name , before start of work . We understand that we are required to abide by and comply with all the rules and regulations pertaining to and in connection with the Employees' Provident Fund & Miscellaneous Provisions act 1952 (EPF & MP Act 1952) , and hereby confirm that we shall do so in all respects.

Signature of the tenderer